

1 Ohio Community School Contract

2
3 This Ohio Community School Contract (the "Agreement"), effective the 1st day of July
4 2020, is made and entered into between the Ohio Department of Education (the
5 "Sponsor") and the governing authority ("Governing Authority") of Schnee Learning
6 Center, a public community school organized as an Ohio public benefit corporation (the
7 "School") (collectively, the "Parties").

8 **Background Information**

9 A. The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised
10 Code") Chapter 3314 and has the authority to sponsor community schools and
11 establish the Ohio Department of Education Office of Ohio School Sponsorship
12 to perform the sponsorship duties pursuant to ORC 3314.029.

13 B. The Governing Authority of School desires to continue to operate under the
14 oversight of Sponsor.

15 C. The Ohio Department of Education ("Department") approved the continuation of
16 sponsorship for a term of 4 years.

17 **Provisions**

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

20 **Section 1**

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

22 A. The Sponsor agrees that the Governing Authority may continue to operate a
23 start-up brick and mortar dropout prevention and recovery Ohio public community
24 school as permitted by law subject to all applicable federal regulations and laws,
25 the laws of the State of Ohio and to the terms of this Contract.

26 B. This Agreement is effective as of July 1, 2020 and shall continue through June
27 30, 2024. Any renewal of the School shall be subject to the School meeting
28 requirements of this agreement including performance standards, meeting the
29 application criteria of the Sponsor and is subject to the provisions of ORC
30 3314.07.

31 C. The Governing Authority may carry out any act or ensure the performance of any
32 function that is in compliance with Ohio Community School Law (ORC Chapter
33 3314), the Ohio Administrative Code, and all relevant Federal and/or State law
34 and this Contract.

- 35 D. Except as otherwise permitted by this Contract, or the Sponsor, contracts
36 entered into by the School with third parties shall provide for a right to cancel,
37 terminate, or non-renew effective upon the suspension or termination of this
38 Contract, provided such a provision is agreed upon by the third party.
- 39 E. Before executing this Contract, the School's Governing Authority must pass a
40 resolution in an open board meeting approving the Contract and authorizing one
41 or more individuals to execute this contract for and on behalf of the School's
42 Governing Authority with full authority to bind the School's Governing Authority.
- 43 F. The Governing Authority shall employ an attorney independent from the Sponsor
44 and the operator (education or charter management company), if applicable, for
45 any negotiation of this Contract or its amendments.

46 **1.2 Community School Corporate Status.**

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

- 58
- 59 A. Compliance with Agreement. The School will be bound by and operated in a
60 manner consistent with the terms of this Agreement so long as such terms are in
61 accordance with state, federal and local law.
- 62 B. Corporate Purpose. The purpose of the corporation, as set forth in its Articles of
63 Incorporation, will be limited to the operation of a community school pursuant to
64 ORC 3314.01, et seq. according to all applicable laws and rules.
- 65 C. Governance. The School represents that it is and shall maintain its status as a
66 public benefit corporation. The Articles of Incorporation and Code of Regulations
67 of the School will provide for governance of the operation of the School in a
68 manner consistent with this Agreement and state and federal law. The Articles of
69 Incorporation and Appointment of Statutory Agent are attached to this agreement
70 as **Attachment 1**.
- 71 D. Code of Regulations (Bylaws). The Code of Regulations must include a provision
72 that the corporation will be governed by a Governing Authority of not less than
73 five (5) members. The Governing Authority shall attempt to have a majority of the
74 members comprised of individuals who live or work in the county of which the

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

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

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

104 In addition, beginning on July 1, 2020 the Governing Authority members shall
105 undergo an annual verification that no findings for recovery have been issued
106 against any member of the Governing Authority. If a finding for recovery is
107 found, the member must immediately resign from the Governing Authority and
108 may not serve until such time that all findings for recovery have been resolved.

109
110 Each member of the Governing Authority shall annually by September 30 of each
111 year or within 30 days of becoming a member of the Governing Authority file a
112 conflict of interest disclosure statement with the School setting forth the names of
113 any immediate relatives or business associates employed by any of the following
114 within the previous three (3) years:
115

- 116 a. The Sponsor;
117 b. The Operator as defined by ORC 3314.02(A)(8);
118 c. A school district or educational service center that has contracted with the
119 School; or
120 d. A vendor that is or has engaged in business with the School.

121
122 Annually, the Governing Authority must provide the following items to the
123 sponsor no later than **September 30** of each year or within thirty (30) days of
124 becoming a member of the Governing Authority:

- 125 • Resume or biographical vitae
126 • Signed Annual Conflict of Interest Disclosure Statement
127 • Signed Attestation confirming compliance with all provisions listed in ORC
128 3314.02(E).

129 At all times the Sponsor's designee shall be granted all rights and privileges
130 associated with being an ex-officio non-voting member of the Governing
131 Authority but shall not be considered a member of the Governing Authority under
132 any provision of Ohio law or this Agreement. If the Governing Authority enters
133 into executive session to discuss its contractual relationship with the Sponsor or
134 its designee, or to discuss matters of attorney client privilege, such individual
135 may be excused from executive session for that discussion at the sole discretion
136 of the Governing Authority. When any Sponsor representative or designee is
137 included in an executive session, he/she will abide by all applicable
138 confidentiality rules.

139 **The Governing Authority, the members shall complete the following**
140 **trainings within six (6) months of being elected or appointed by the**
141 **Governing Authority: a minimum of five (5) hours of governing authority**
142 **training by an entity pre-approved by the Sponsor, at least two (2) hours of**
143 **which are on public records and open meetings laws. All members must**
144 **attend at least five (5) hours of training with at least (2) hours of which are**
145 **on public records and open meetings law conducted by the Governing**
146 **Authority's counsel or an entity pre-approved by the Sponsor, for each year**
147 **of their first term serving on the Governing Authority. If serving for**
148 **subsequent terms, the Governing Authority members must complete at**
149 **least five (5) hours of similar training every two (2) years thereafter. As**
150 **required by ORC 3314.037, the members of the Governing Authority, the**
151 **designated fiscal officer of the School, the chief administrative officer and**
152 **other administrative employees of the School with decision making**
153 **authority, and all individuals performing supervisory or administrative**
154 **services for the School under a contract with the operator of the School**
155 **shall complete training on an annual basis on the public records and open**

156 **meetings laws, so that they may comply with those laws as prescribed by**
157 **ORC 3314.03(A)(11)(d). Evidence of completed training must be provided to**
158 **the Sponsor as stated in Section 2.2(e)(xvi)(d)(4).**

159 The Governing Authority may provide by resolution for the compensation of each
160 of its members in accordance with Ohio law. However, no individual who serves
161 on the Governing Authority shall be compensated more than one hundred
162 twenty-five dollars (\$125.00) per meeting of that governing authority and no such
163 individual shall be compensated more than a total amount of five thousand
164 dollars (\$5,000.00) per year for all governing authorities upon which the
165 individual serves. Each member of the Governing Authority may be paid
166 compensation for attendance at an approved training program, provided that
167 such compensation shall not exceed sixty dollars (\$60.00) a day for attendance
168 at a training program three (3) hours or less in length and one hundred twenty-
169 five dollars (\$125.00) a day for attendance at a training program longer than
170 three hours in length.
171

172 F. Meetings. Governing Authority must hold a minimum of **six (6)** regular meetings
173 per year and notice of such regular meetings shall be provided to the Sponsor in
174 writing at the beginning of each school year or at least seven business days prior
175 to such meeting. Notice of special meetings must be sent to the Sponsor as soon
176 as scheduled and in no case with less than 24 hours advanced written notice
177 along with telephone call invitation. The Governing Authority shall adopt a policy
178 stating how it will notify the public of all meetings and comply with Ohio open
179 meetings laws. Minutes of each meeting must be provided to Sponsor and must
180 include enough facts and information to permit the public to know each item the
181 Governing Authority discussed, the results of all votes, and reports or documents
182 presented at the meetings. All minutes, board meeting notices, resolutions, and
183 other related documents must be made available to the public at the school
184 building pursuant to the Ohio Public Records Act and ORC 121.22.

185 G. Dissolution. Upon ceasing operations of the School and dissolution of the
186 corporation, assets of the corporation remaining after paying the corporation's
187 debts and obligations incurred in connection with activities authorized by this
188 Agreement, and not requiring return or transfer to donors or grantors, shall be
189 paid to in accordance with ORC 3314.074 and ORC Chapter 1702. The School
190 will execute all necessary documents required to convey such items. Upon
191 dissolution, all such documentation shall be provided to the Sponsor. The School
192 shall comply with all closure and dissolution provisions required by the
193 Department and contained in ORC Chapter 3314 and ORC Chapter 1702 and
194 stated in Section 11 of this Agreement.

195 H. Non-Commingling. Assets, funds, liabilities and financial records of the School
196 shall be kept separate from assets, funds, liabilities, and financial records of any
197 other person, entity, or organization. The Treasurer shall be responsible for

198 ensuring that school funds are properly spent and accounted for each month to
199 the Sponsor and Governing Authority as stated in Section 7.3. Failure to comply
200 with this section may result in immediate action by the Sponsor up to and
201 including termination.

202 **1.3 Community School Leadership**

203 Anthony Pallija is responsible for the daily operations of the School. The Governing
204 Authority authorizes Anthony Pallija, the on-site School Leader, to serve as a contact
205 person for the Sponsor. The School shall immediately notify the Sponsor in writing with
206 any change in the identity of the School's Leader.

207 The organizational structure and management/administration, employee and Governing
208 Authority relationships must be accurately reflected in an organizational chart attached
209 as **Attachment 5**. A written narrative that describes the working relationship and
210 responsibilities with each entity (for example the management company roles and
211 school roles) and school personnel job descriptions must be included in **Attachment 5**.
212 Any modification to the organizational structure must be submitted in writing to the
213 Sponsor prior to implementation.

214 **1.4 Opening.**

215 The School shall meet all the Opening and Closing Assurances described in **Appendix**
216 **1 and provide required documentation as evidence to Sponsor**, or as contained in
217 ORC Chapter 3314 and as modified by the Department, no later than ten business days
218 **before** the School's first date of instruction in year one of the School's operations.
219 Subsequent years will follow Sponsor requirements. Failure to timely fulfill any material
220 term of the Opening and Closing Assurances shall be considered a material violation of
221 conditions, standards, or procedures provided for in the Agreement and shall be
222 grounds for Sponsor intervention or revocation of the Community School Contract
223 pursuant to Section 2.4 or Section 11.3 of the Agreement. The School shall begin
224 operation for the academic year no later than September 30th by teaching the minimum
225 number of students permitted by this Agreement in paragraph 5.3.

226 **1.5 Required Sponsor Training.**

227 The School agrees to attend all required trainings provided by the Sponsor for which at
228 least two-week notice is provided. Mandatory trainings include annual August in-person
229 all-school training/conference and up to six (6) mandatory in-person/telephone/skype
230 professional development conferences per year. Additional voluntary training and/or
231 professional development opportunities may be available throughout the year and are
232 considered voluntary. Note that these mandatory trainings and/or professional
233 development sessions are in addition to any training session required by the Ohio
234 Department of Education.

235

236 **Section 2**

237 **2.1 Sponsor Rights and Responsibilities**

238 A. Right to Review. Pursuant to the Sponsor’s authority for oversight, monitoring,
239 and providing technical assistance to the School, the School shall operate and
240 shall be accountable to the Sponsor and subject to all applicable federal and
241 state laws and regulations, and Sponsor policies and regulations. All records
242 established and maintained in accordance with the provisions of this Agreement,
243 policies and regulations, and federal and state law and regulations shall, subject
244 to the limitations set forth below, be open to inspection and review and made
245 available in a timely manner to Sponsor officials who have legitimate educational
246 interests in such records within the meaning of the Family Educational Rights
247 and Privacy Act (“FERPA”). Records include, but are not limited to the following:

- 248 a. School policies, procedures, records, including but not limited to, student
249 cumulative files, and student records including IEPs and ETRs with student
250 personally identifiable information and other protected information redacted;
- 251 b. Corporate records of the School including governing authority meeting
252 minutes;
- 253 c. Financial records
- 254 d. Educational program, including test administration procedures and student
255 protocols;
- 256 e. Personnel records, including evidence that criminal background checks have
257 been conducted, with confidential information such as medical information
258 and social security numbers redacted;
- 259 f. School operations, including health, safety and occupancy requirements;
260 and,
- 261 g. Inspection reports of the facility or facilities.

262 The Sponsor may make announced or unannounced visits to the School to fulfill
263 its oversight responsibilities. Except in emergencies, and when directed by the
264 Director of the Office of School Sponsorship or the Director’s designee, visits
265 should be prearranged in a professional manner to avoid needless disruption of
266 the School’s educational and testing process and programming.

267 B. Complaints. The Sponsor agrees to notify the School as soon as practicable
268 regarding any substantive complaints about the School that the Sponsor
269 receives, whether verbal or written. The notification shall be made within three (3)
270 business days of receipt of the complaint by the Sponsor and shall include
271 information about the substance of complaint. In the case of anonymity, the
272 School will address any verifiable facts and report to the Sponsor. Upon receipt

273 of any complaint, the School must provide a written initial response within five (5)
274 business days and a supplemental response within fifteen (15) business days or
275 such additional time as agreed to by the Sponsor. This response must include
276 actions taken or proposed to be taken by the School to resolve the complaint.
277 Investigation of complaints may warrant a site visit, review of records, interviews
278 with school staff and submission of evidence of evidence that the complaint has
279 been resolved. All written responses from the School are subject to review by the
280 Sponsor. The Sponsor will notify the School if its written response is satisfactory
281 or if the School needs to take further action to resolve the complaint.

282 C. School Health or Safety Issues. The School shall immediately notify the Sponsor
283 by email or any other method practical given the emergency of any
284 circumstances requiring School closure, lockdown, or any other action that may
285 affect School health or safety as soon as practicable. The School shall provide a
286 calendar of planned emergency drills including, without limitation, fire, tornado,
287 lockdown drills.

288 D. Academic Performance Data Monitoring and Review Process. Annually, the
289 Sponsor will review the School's most recent report card. The School shall take
290 time to review and analyze the data and determine areas of improvement and
291 determine if the plan developed under the Ohio Improvement Process should be
292 modified based upon the report card data. The School has established multi-year
293 academic improvement goals and targets that are agreed to by the School and
294 Sponsor. These goals may be amended from time to time based upon review of
295 data, such amended goals may be amended after approval by the Sponsor and
296 the Governing Authority. The academic and report card performance goals and
297 targets may be amended by the Sponsor to include any new report card
298 measures that may be added during the term of this Agreement. The Sponsor
299 will annually review the performance of the School and may add improvement
300 goals that the School shall implement in order to meet the academic goals and
301 objectives established by the Sponsor. A copy of the Sponsor's Performance
302 Framework is attached as **Appendix 2**.

303 E. Access to Student Records. The School shall make available annually upon
304 request of the Sponsor information regarding special education and related
305 services for students of the School to Sponsor officials who have legitimate
306 educational interests in such records within the meaning of the Family
307 Educational Rights and Privacy Act ("FERPA") in order to comply with reporting
308 requirements imposed by applicable state or federal law. Such information shall
309 include all funding received for special education and related services and how
310 such funds were expended. The School shall timely make available to the
311 Sponsor information regarding special education and related services for
312 students of the School. The Sponsor shall use such information exclusively for
313 fulfillment of its oversight and monitoring responsibilities or for compliance with

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

318 **2.2 School Rights and Responsibilities**

319 A. Compliance with ORC Chapter 3314. The School agrees that it shall comply with
320 all requirements set forth in ORC Chapter 3314, as currently written or amended
321 during the term of this Agreement. The School further agrees that it will comply
322 with the following to the extent that the provisions apply to the School as
323 identified in paragraph 1.1(a):

324 a. Provide learning opportunities to a minimum of forty (40) students, subject
325 to the agreed minimum enrollment set forth in Section 5.3, for a minimum of
326 nine hundred twenty (920) hours per school year. Enrollment shall be
327 limited to no more than the occupancy permitted for the building unless a
328 change in this provision of the Agreement has been requested by the
329 Governing Authority and approved by the Sponsor.;

330 b. Comply with ORC 9.90 (Purchase or procurement of insurance), 9.91
331 (Placement or purchase of tax-sheltered annuity for educational
332 employees), 109.65 (Missing children clearinghouse – missing children
333 fund), 121.22 (Public Meetings), 149.43 (Availability of public records for
334 inspection and copying), 2151.357, (Institution receiving children required to
335 make report), 2151.421 (Reporting child abuse or neglect), 2313.19
336 (Employer may not penalize employee for being called to jury duty),
337 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading
338 of tests), 3301.0712 (College and work ready assessments), 3301.0715
339 (District board to administer diagnostic assessments – intervention
340 services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of
341 data to multi-state consortium prohibited); 3313.472 (Policy on parental and
342 foster caregiver involvement in schools), 3313.50 (Record of tests –
343 statistical data – individual records), 3313.536 (School safety plan for each
344 school building), 3313.539 (Concussions and school athletics), 3313.5310
345 (Information and training regarding sudden cardiac arrest), 3313.608
346 (Fourth grade reading capability), 3313.609 (Grade promotion and retention
347 policy), 3313.6012 (Policy governing conduct of academic
348 prevention/intervention services), 3313.6013 (Dual enrollment program for
349 college credit), 3313.6014 (Parental notification of core curriculum
350 requirements), 3313.6015 (Resolution describing how district will address
351 college and career readiness and financial literacy), 3313.6020 (Policy on
352 career advising), 3313.6024 (Reporting on prevention-focused programs)
353 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to
354 enroll in district), 3313.6411 (Providing report card to parent), 3313.66

355 (Suspension, expulsion or permanent exclusion- removal from curricular or
356 extracurricular activities), 3313.661 (Policy regarding suspension, removal,
357 expulsion and permanent exclusion), 3313.662 (Adjudication order
358 permanently excluding pupil; from public schools), 3313.666 (District policy
359 prohibiting harassment required), 3313.667 (District bullying prevention
360 initiatives), 3313.668 (Removal from school based on absences), 3313.67
361 (Immunization of pupils – immunization records – annual summary),
362 3313.671 (Proof of required immunizations – exceptions), 3313.672
363 (Presenting school records, custody order if applicable and certification of
364 birth by new pupil), 3313.673 (Screening of beginning pupils for special
365 learning needs), 3313.69 (Hearing and visual tests of school children –
366 exemptions), 3313.71 (Examinations and diagnoses by school physician),
367 3313.716 (Possession and use metered dose inhaler or dry powder inhaler
368 to alleviate asthmatic symptoms), 3313.718 (Possession and use of
369 epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy
370 protection policy), 3313.7112 (Diabetes care), 3313.721 (Health care for
371 students), 3313.80 (Display of national flag), 3313.814 (Standards
372 governing types of food sold on school premises), 3313.816 (Sale of a la
373 carte beverage items), 3313.817 (A la carte foods; determination of
374 nutritional value; software), 3313.818 (Breakfast programs), 3313.86
375 (Health and safety review), 3313.89 (Publication of information regarding
376 online education and career planning tool), 3313.96 (Informational programs
377 relative to missing children – fingerprinting program), 3319.073 (In-service
378 training in child abuse prevention programs), 3319.321 (Confidentiality),
379 3319.39 (Criminal records check), 3319.391 (Applicants and new hires
380 subject to criminal records check provisions), 3319.41 (Corporal punishment
381 policy), 3319.46 (Policy and rules regarding positive behavior intervention
382 supports and the use of physical restraint or seclusion on students),
383 **3320.01-3320.03 (Ohio Student Religious Liberties Act of 2019);** 3321.01
384 (Compulsory school age – requirements for admission to kindergarten or
385 first grade – pupil personnel services committee), 3321.041 (Excused
386 absences for certain extracurricular activities), 3321.13 (Duties of teacher or
387 superintendent upon withdrawal or habitual absence of child from school –
388 forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141
389 (Contacting parent, guardian, or other person having care of any absent
390 student), 3321.17 (Attendance officer and assistants – powers), 3321.18
391 (Enforcement proceedings), 3321.19 (Examination into cases of truancy –
392 failure of parent, guardian or responsible person to cause child’s attendance
393 at school), 3321.191 (Board to adopt policy regarding habitual truancy –
394 intervention strategies), 3327.10 (Qualifications of drivers), 4111.17
395 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting
396 violation of law by employer or fellow employee) and 5705.391 (Board of
397 education spending plan), ORC Chapters 117. (Auditor of State), 1347.

398 (Personal Information Systems), 1702. (Non-Profit Corporation Law), 2744.
399 (Political Subdivision Tort Liability), 3307 (State Teachers Retirement
400 System), 3309 (Public School Employees Retirement System), 3314.
401 (Community Schools), 3365. (Post-Secondary Enrollment Options
402 Program), 3742. (Lead Abatement), 4112. (Civil Rights Commission), 4123.
403 (Workers' Compensation), 4141. (Unemployment Compensation), and
404 4167. (Public Employment Risk Reduction Program) as if it was a school
405 district and ORC 3301.0714 (Guidelines for statewide education
406 management information system) as specified in ORC 3314.17 (Statewide
407 education management information system). The School shall comply with
408 these Sections and Chapters now in effect and as amended from time to
409 time.

410 c. Comply with ORC Chapter 102. And ORC 2921.42.

411 d. Comply with ORC 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and
412 3314.6114 including compliance with ORC 3313.603 except that for
413 students who enter ninth grade for the first time before July 1, 2010, the
414 requirement in ORC 3313.61 and 3313.611 that a person must successfully
415 complete the curriculum in any high school prior to receiving a high school
416 diploma may be met by completing the curriculum adopted by the governing
417 authority of the community school rather than the curriculum specified in
418 ORC Chapter XXXIII or any rules of the State Board of Education.
419 Beginning with students who enter ninth grade for the first time on or after
420 July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person
421 must successfully complete the curriculum of a high school prior to receiving
422 a high school diploma shall be met by completing the requirements
423 prescribed in ORC 3313.603(C), unless the person qualifies under
424 3313.603(D) or (F). The School shall comply with the plan for awarding high
425 school credit based on demonstration of subject area competency, and
426 beginning with the 2017-2018 school year, with the updated plan that
427 permits students enrolled in seventh and eighth grade to meet curriculum
428 requirements based on subject area competency adopted by the State
429 Board of Education under ORC 3313.603(J)(1) and (2). Beginning with the
430 2018-2019 school year, the School shall comply with the framework for
431 granting high school credit to students who demonstrate subject area
432 competency through work-based learning experiences, internship, or
433 cooperative education developed by the Department pursuant to ORC
434 3313.603(J)(3). If the School is a high school program and will be offering
435 career technical or CBI programs, the plan description for these programs
436 must be included, that complies with the criteria for student participation in
437 ORC 3314.08(H)(2).

- 438 e. Per ORC 3314.03(A)(11)(g), submit, within four months after the end of
439 each school year, a report in a format approved by the Sponsor of its
440 activities and progress in meeting the all applicable report card measures
441 the unique objectives of the Educational Plan which are in **Attachment 6**
442 and its progress in meeting contractual academic and performance goals
443 and standards and its financial status and progress of meeting the goals
444 and standards of this Contract to the Sponsor and the parents of all
445 students enrolled in the School.
- 446 f. Ensure all teachers are properly licensed pursuant to ORC 3319.22 through
447 3319.31. However, the School may engage noncertificated persons to teach
448 up to twelve hours per week pursuant to ORC 3319.301 and obtaining
449 proper certification and/or permits by the Department.
- 450 g. Be nonsectarian in its programs, admissions policies, employment
451 practices, and all other operations, and will not be operated by a sectarian
452 school or religious institution.
- 453 h. Recognize the following:
- 454 • The authority of public health and safety officials to inspect the
455 facilities of the school and to order the facilities closed if those
456 officials find that the facilities are not in compliance with health and
457 safety laws and regulations.
 - 458 • The authority of the Department, as the community school oversight
459 entity, to suspend the operation of the School under ORC 3314.072 if
460 the Department has evidence of conditions or violations of law at the
461 School that pose an imminent danger to the health and safety of the
462 School's students and employees and the Sponsor refuses to take
463 such action.
- 464 i. Comply with ORC 3313.801 as if it were a school district unless the School
465 is an on-line (e-school).
- 466 j. If the School operates a preschool program that is licensed by the
467 Department under ORC 3301.52 to 3301.59, the School shall comply with
468 ORC 3301.50 to 3301.59 and the minimum standards for preschool
469 programs prescribed in rules adopted by the state board under ORC
470 3301.53.
- 471 k. The School must arrange for providing healthcare and benefits to
472 employees.
- 473
- 474 l. If the School is an on-line (e-school), comply with the following pursuant to
475 ORC 3314.21 and the requirements stated in the Specialized Education
476 Model Requirements in **Appendix 4**.
- 477

- 478 i. If the School operates as a designated blended learning school, as defined
479 in ORC 3301.079, the School must comply with the requirements stated in
480 the Specialized Education Model Requirements in **Appendix 4**.
481
482 If the School operates a dropout-prevention and recovery school, comply
483 with all provisions of statute and administrative rule and must comply
484 with the requirements stated in the Specialized Education Model
485 Requirements in **Appendix 4**.
486 n. The Governing Authority of the School must adopt an enrollment and
487 attendance policy and ensure that the School enacts a process that requires
488 a student's parent to notify the School when there is a change in the
489 parent's or student's primary address. The policy and process must include
490 periodic notification to parents.
- 491 o. The Governing Authority of the School must adopt a policy and process by
492 which student residence and addresses are verified on a regular basis. The
493 policy and process must include a verification upon enrollment, periodically
494 throughout the school year and at the end of each school year.
495
- 496 p. Comply with ORC 3313.6021 and 3313.6023 as if it were a school district,
497 unless it is either of the following:
498
 - An internet or computer-based community school; or
 - A community school in which a majority of the enrolled students are
499 children with disabilities as described in ORC 3314.35(A)(4)(b) of
500 the Revised Code.
501
- 502
503 q. The statutory references in this section are currently provided for and
504 required to be in this Agreement pursuant to ORC 3314.03, which is subject
505 to amendment from time to time by the General Assembly. All references in
506 this agreement to Ohio Revised Code (ORC) Sections shall refer to most
507 current statute as amended from time to time during the term of this
508 Agreement.
- 509 r. Except as otherwise permitted by the Agreement or the Sponsor, all
510 contracts entered into by the School with third parties shall provide for a
511 right to cancel, terminate, or non-renew effective upon the expiration date or
512 suspension of this Agreement, provided such a provision is agreed upon by
513 the third party. This includes contracts with teachers and non-teaching staff.
- 514 s. The Governing Authority of the School and the Sponsor must meet at least
515 once yearly, upon such a meeting being organized by the Sponsor, before
516 the end of the fiscal year to review the terms and provisions of this
517 Agreement. At the meeting and any other time, the Governing Authority and
518 Sponsor may consider potential amendments to its language that will be
519 incorporated by mutual agreement of the Parties.
- 520 t. If the School opened after 2/1/2016, the Governing Authority of the School
521 must either post a bond in the amount of \$50,000 or deposit cash in that

522 amount, with the Auditor of State in accordance with ORC 3314.50, and the
523 Department may withhold funding pursuant to ORC 3314.191 if the bond is
524 not posted or cash deposited pursuant to ORC 3314.191 or as otherwise
525 provided for by law. If the School is operated by an operator as defined by
526 ORC 3314.02(A)(8), the operator may deposit cash in the amount of
527 \$50,000 or a written guarantee or payment which shall obligate the
528 management company to pay the costs of audits of the School up to an
529 amount of \$50,000 with the Auditor of State in accordance with ORC
530 3314.50.

531

532 B. Records. The School agrees to comply with all federal, state, and Sponsor record
533 keeping requirements including those pertaining to students, governance, and
534 finance. All financial records shall comply with the standards for financial
535 reporting as set forth in ORC 3301.07(B)(2). The School shall be notified within
536 ten (10) business days following adoption of new or materially modified Sponsor
537 policies concerning the maintenance, retention, and disclosure of student
538 records. The obligation herein includes maintaining up-to-date information about
539 enrolled students in the Department's student information system. In addition, the
540 School shall ensure that records for students enrolling in the School or other
541 schools are transferred as quickly as possible. Financial records shall be
542 reconciled at least monthly. All records shall be maintained at the School and
543 shall be open to inspection, consistent with law, during reasonable business
544 hours. **The School further agrees to assist the Sponsor in accessing or**
545 **reviewing any records as part of its oversight responsibility or to address**
546 **its compliance requirements. In addition, to assist the Sponsor in**
547 **evaluating and monitoring the performance of the School, the School shall**
548 **provide the Sponsor with READ ONLY access to all of the Department's**
549 **systems, including but not limited to: Education Management Information**
550 **System (EMIS); Secure Data Center (SDC); Comprehensive Continuous**
551 **Improvement Plan (CCIP); OEDS data, and the Compliance System so that**
552 **the Sponsor may adequately evaluate the performance of the community**
553 **school so long as educational records or information required to be kept**
554 **confidential is not accessible to the Sponsor. Further, the School agrees to**
555 **consent and sign any documentation required to grant access to any of the**
556 **systems.**

557
558 The School shall submit to the Sponsor no later than four (4) months after the
559 end of each fiscal year the reports that will be generated and submitted to the
560 Office of the Ohio Auditor of State and are statutorily due to the Auditor no later
561 than one hundred fifty (150) days following the close of the fiscal year as
562 currently required, or as may be amended during the term of this Agreement.

563
564 The Sponsor may order a special financial audit of the School from the Auditor of
565 State if, in the sole discretion of the Sponsor, the Sponsor has reason to believe
566 that the School has:

567

- 568 a. Engaged in, been a victim of, or is in any way otherwise connected to
569 irregularities or improprieties involving the School's finances;
- 570 b. Improperly maintained its financial records; and/or
- 571 c. Insufficient financial controls in place.
- 572

573 The costs of the audit shall be paid by the School. Prior to ordering the special
574 financial audit the Sponsor shall notify the School Governing Authority of its
575 intention to order such and provide it a written explanation as to why such a
576 request is being made. The Sponsor shall give the School thirty (30) days to
577 cure any perceived financial issue prior to ordering the special financial audit.

578

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

- 580 a. **Timely Notice.** The School shall within twenty-four (24) hours notify the
581 Sponsor, the Department, and other appropriate authorities in the
582 following situations:
- 583 • The discipline of employees at the School arising from misconduct
584 or behavior that may have resulted in harm to students or others, or
585 that constituted serious violations of law; or
 - 586 • Any complaints filed against the School by any governmental
587 agency.
- 588
- 589 b. **Immediate Notice.** The School shall immediately notify the Sponsor of any
590 of the following:
- 591 • Conditions that may cause it to vary from the terms of this
592 Agreement, applicable Sponsor requirements, or applicable federal
593 or state law or administrative rule;
 - 594 • Any circumstance requiring the unplanned closure of the School,
595 including, but not limited to, a natural disaster, such as an
596 earthquake, storm, flood or other weather-related event, other
597 extraordinary emergency, or destruction of or damage to the School
598 facility or facilities unless such closure is a result of a published
599 governmental order;
 - 600 • The arrest, dismissal or resignation of any members of the School
601 Governing Authority or School employees for any reason. If the
602 arrest, dismissal or resignation of any member of the School
603 Governing Authority or School employee is for a crime punishable
604 as a felony or any crime related to the misappropriation of funds or
605 theft, the School shall also provide a written report of the information
606 known at the time of the notification. The School shall also notify the
607 Sponsor if it is made aware of the arrest of any member of the
608 School Governing Authority or School employee for any reason.
609 Additionally, the School shall follow all reporting regulations as
610 required in ORC 3314.40 and other relevant laws as required;
 - 611 • Misappropriation of funds or suspected misappropriation of funds;

- 612 • A default on any obligation, which shall include debts for which
613 payments are past due by sixty (60) days or more;
- 614 • A failure to maintain its corporate status with the Ohio Secretary of
615 State's Office that is not cured within sixty (60) days of notice of the
616 same; or
- 617 • Any Findings for Recovery issued by the Ohio Auditor of State
618 against any member of the Governing Authority, operator, treasurer,
619 or any employee of the School.

620
621 D. Compliance. The School shall comply with all applicable federal and state laws,
622 administrative rules, local ordinances, and Sponsor policies and procedures
623 applicable to community schools.

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

- 634 a. Unique School Objectives. The School shall annually provide the Sponsor
635 with a report identifying the progress that the School has made on each of
636 its unique objectives included in its Education Plan, which is in
637 **Attachment 6**, during the prior school year. The School and the Sponsor
638 shall mutually determine the due date of the report given the availability
639 and time necessary for assessment of data;
- 640 b. Required financial reports including budget and enrollment records on a
641 **monthly basis** in the format and with attachments prescribed by the
642 Sponsor and pursuant to ORC 3314.023 and 3314.024 as applicable;
- 643 c. Statistical reports including financials, expenditures, income and debt
644 statements, enrollment, state and pay turnover, expulsions, suspensions,
645 and any other matter that relates to the financial stability or instability of
646 the School in the format including any relevant attachments that the
647 Sponsor requests, **on a monthly basis**;
- 648 d. The Governing Authority shall submit within **four (4)** months after the end
649 of each school year a report of the School's activities and progress in
650 meetings goals and standards of the School and the School's financial
651 status to the Sponsor, and the parents of all students enrolled in the
652 School This report shall comply with Section 2.2(a)(v) of this Agreement
653 and **a draft report shall be provided to the Sponsor for review and**
654 **input at least three (3) weeks prior to the distribution of the report.** At

- 655 the request of the Sponsor, a representative of the Governing Authority
656 and the School shall attend a pre-arranged meeting of the Sponsor and
657 present the annual report to the Sponsor in detail for discussion;
- 658 e. The Governing Authority shall report **annually** to the Sponsor and the
659 Department of all reporting requirements set forth by ORC Chapter 3314,
660 including, but not limited to the reporting requirements set forth in ORC
661 3314.08(B);
- 662 f. Projected enrollment – **January 1** of each fiscal year;
- 663 g. Financial Plan by **August 1** of each fiscal year;
- 664 h. Annual School budget approved by Governing Authority – ORC 3314.032
665 requires Governing Authority adoption by October 31 of each fiscal year.
666 The annual Governing Authority adopted budget with the approved and
667 signed Governing Authority meeting minutes documenting approval of the
668 annual budget shall be submitted in final form to the Sponsor no later than
669 **October 20 of each year**;
- 670 i. Five-year forecasts twice per year as required by Ohio Law and collected
671 by the Sponsor (**November and May**).
- 672 j. Asset reports. The Governing Authority shall **annually** provide the
673 Sponsor with an updated asset report showing all assets purchased with
674 public funds, all assets purchased with non-public funds, all assets
675 purchased with non-public funds, all assets purchased with Federal
676 Funds, and the ownership of any and all items used by the School.
- 677 k. Transcripts of all students graduating at any time during the school year
678 by July 1. Only the transcript shall be provided electronically to Sponsor.
- 679 l. Any adjustments to the annual budget approved by the Governing
680 Authority – within five (5) days of approval;
- 681 m. Annual audit – upon release by the Auditor of State and **no meetings**
682 **including pre-audit and post-audit conferences with the Auditor of**
683 **State or his designee may be waived**, and the School must provide
684 notice of all meetings (pre-audit and post-audit) to the Sponsor;
- 685 n. End of year cash balance – within 30 days of the end of the fiscal year;
- 686 o. School calendar – **July 1** of each fiscal year;
- 687 p. Health and safety information including report of previous year’s fire drills
688 and documentation that the required safety or emergency plans have
689 been submitted to all required agencies, emergency contact information,
690 etc. – as required by the Sponsor Opening Conditions; and,

- 691 q. Safety School Plan. The School shall comply with the requirements
692 outlined in ORC 3313.536 and corresponding regulations and complete
693 the required information annually by July 1. The School shall submit the
694 information to the Ohio Department of Public Safety as required by law.
695 The School will be responsible for communicating the information required
696 by ORC 3313.536 to local responders.
- 697 r. Governance Information:
- 698 • Governing Authority membership including member names, contact
699 information, the term beginning and end date, and any office the
700 member holds on the Governing Authority – at contract execution
701 and upon any changes in Governing Authority membership;
 - 702 • Governing Authority member conflict of interest disclosures – at
703 contract execution and upon any changes in Governing Authority
704 members;
 - 705 • Governing Authority member background checks must be
706 completed prior to serving as a member of the Governing Authority
707 and placed on file at the School. Each Governing Authority member
708 must consent to Sponsor’s review and inspection of all background
709 checks;
 - 710 • Evidence of Governing Authority annual training, by a Sponsor
711 approved provider, at the Governing Authority’s expense, on all
712 topics required by law and the bye Sponsor, including, but not
713 limited to: community school laws, ethics, and the Ohio Sunshine
714 Laws, which includes public records and open meetings;
 - 715 • Evidence verifying that a finding for recovery has not been issued by
716 the auditor of state against any member of the Governing Authority,
717 the operator, or any employee of each community school as
718 required by Sponsor Opening Conditions and as updated as
719 necessary throughout the year;
 - 720 • Current Code of Regulations – within ten (10) business days after
721 any material changes; and,
 - 722 • Current Articles of Incorporation and Statutory Agent Information –
723 within ten (10) business days after any material changes.
- 724
- 725 s. Insurance certification – as required by Sponsor Opening Conditions each
726 fiscal year;
- 727 t. Updated asset reports showing all assets purchased with public funds and
728 all assets purchased by nonpublic funds, and the ownership of each;
- 729 u. A detailed accounting of the nature and costs of goods and services that
730 the operator provided to the School pursuant to ORC 3314.024 regardless
731 of whether the operator received more than twenty percent (20%) of the
732 School’s gross annual revenues; and,

733 v. The School's comprehensive plan pursuant to ORC 3314.03(B) including
734 all policies and procedure regarding internal financial controls annually by
735 August 1 of each year throughout the term of this Agreement.

736 F. Indemnification. To the extent permitted by law and not otherwise barred by ORC
737 Chapter 2744, the School agrees to indemnify and hold the Sponsor and its
738 respective employees, directors, officers, agents and assigns harmless from all
739 liability, claims and demands of third parties arising on account of personal injury,
740 sickness, disease, death, property loss, or damage or any other losses of any
741 kind whatsoever that are proximately caused by the negligent, grossly negligent
742 or intentional acts of the School or its respective employees, directors, officers,
743 agents and assigns. The foregoing provision shall not be deemed a
744 relinquishment or waiver of any applicable bar or limitation on liability provided by
745 ORC Chapter 2744 or other law.

746

747 **2.3 Sponsor School Dispute Resolution Procedures**

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

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

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

764 C. In the event that the matter is not resolved by the President of the Governing
765 Authority and the Director of the Office of Ohio School Sponsorship, then the
766 matter shall be submitted to the Columbus Bar Association for non-binding
767 mediation before at least one mediator mutually agreed upon by the parties, if
768 one mediator cannot be agreed upon then each party will select one mediator
769 and a request will be made for the Columbus Bar Association to appoint one
770 mediator. The notice for non-binding mediation shall be in writing to the other
771 party within thirty (30) days following the Governing Authority meeting. The thirty
772 (30) days shall be determined by the date of the last Governing Authority meeting
773 at which the matter is discussed. If non-binding mediation does not resolve the
774 dispute, then the Parties may pursue any available legal remedies.

775

776 **2.4 School Violations of Law or this Agreement**

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

786
787 A. Plan Submission. The Sponsor may require the submission of a plan to remedy
788 the deficiency. Upon the written request of the Sponsor, the School shall develop
789 a plan to remedy the failure or deficiency and submit it to the Sponsor for review
790 and comment. The plan may be revised at the discretion of the School prior to
791 the Sponsor's final review. The Sponsor may require the School to review and
792 revise the plan if it is reasonably determined that the plan is not effective in
793 remedying the deficiency. This remedy may be applied if the School fails to:

- 794 a. Make progress toward achieving its goals and objectives as described in
795 this Agreement after a reasonable period of time.
- 796 b. Achieve Sponsor requirements; or
- 797 c. Implement its educational program as described in this Agreement after a
798 reasonable period of time, or
- 799 d. Fails to complete two or more required reports by the established
800 deadlines.

801 B. Improved Submission. If the School's report card measures do not show
802 progress in meeting academic goals, the Sponsor shall require the School to
803 prepare and implement an academic improvement plan designed to improve
804 report card measures.

805 C. Weekly Monitoring. The Sponsor may require weekly in-person meetings with the
806 President of the Governing Authority and/or the School's principal or
807 superintendent to monitor and to review the School's progress towards the goals
808 of the improvement plan submitted pursuant to Section 2.4(A.) above. The date,
809 time, and location of all meetings shall be mutually determined by the Parties. At
810 the Sponsor's discretion, meetings may be in-person or held via teleconference,
811 or videoconference.

812 D. Independent Monitor. If, in the Sponsor's sole discretion, the Sponsor determines
813 that the School's violations of law or this Agreement require outside monitoring
814 and/or assistance, the Sponsor may require the School to hire an independent
815 monitor at the School's expense which expense and qualifications must be
816 reasonable and fit within the School's budget to oversee the implementation of
817 the improvement plan submitted pursuant to Section 2.4(A.) above.

818 E. Procedures Guidelines for School Violations of Law or this Agreement. Prior to
819 applying a remedy other than seeking termination, suspension pursuant to ORC
820 3314.072, or probation pursuant to ORC 3314.073, the Sponsor shall, to the
821 extent practicable, engage in a due process procedure below:

822 a. The Sponsor shall give the School written notice of a deficiency. The
823 notice shall state the deficiency, the basis for the finding, the time by
824 which the Sponsor expects the deficiency to be remedied, and the
825 expected remedy.

826 b. The Sponsor shall give the School a reasonable opportunity to contest the
827 Sponsor's determination that a breach has occurred. In non-emergency
828 situations, this means the President of the Governing Authority or his
829 designee shall be given an opportunity to meet with the Director of the
830 Office of School Sponsorship or his designee to discuss the notice within
831 five business (5) days.

832 c. If the breach is not cured within the time specified in the notice, the
833 Sponsor may apply remedies as provided in section 2.3.

834 F. Sponsor Violations of School Law or this Agreement. If the School believes that
835 the Sponsor has violated any provision of this Agreement or applicable law, the
836 School may initiate dispute resolution procedures in accordance with Section 2.3.
837 Moreover, the School Governing Authority may choose to terminate this Charter
838 prior to its expiration for failure of the Sponsor to meet its obligations to the
839 School as outlined in this Agreement and in Chapter 3314 of the Ohio Revised
840 Code.

841 G. Request of New Sponsor. There is nothing in this Agreement that prohibits the
842 School from submitting a request to enter into a new contract with a new sponsor
843 prior to the expiration of this agreement pursuant to the provisions of ORC
844 3314.034.

845

846 **Section 3**

847 **3.1 Governance**

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

859 **3.2 Transparency**

860 The School shall make Governing Authority adopted policies, meeting agendas and
861 minutes and related documents readily available for public inspection and shall conduct
862 meetings consistent with principles of transparency, the Ohio Sunshine laws, and shall
863 adopt and strictly enforce a conflict of interest policy and disclosure process. The
864 **conflict of interest policy** shall address public officers, ethics, conflict rules, corporate
865 conflict rules, and if an Internal Revenue Code (IRC) tax exempt entity, IRC conflict
866 rules.

867 **3.3 Contracting with an Operator or Management Company**

868 Pursuant to relevant law, the School may contract with a third-party operator as defined
869 by ORC 3314.02(A)(8) for operational, administrative and instructional services. Such
870 contract must include a termination clause and a provision or separate assurance as to
871 cooperation for Sponsor evaluations. The operator contract or management agreement
872 is attached as **Attachment 7** and must meet the requirements of the **Sponsor**
873 **Operator Guidelines Appendix 3**. The Governing Authority shall retain authority for all
874 decisions mandated by law to be retained by the Governing Authority. In addition, the
875 Governing Authority must continue to contract with an independent treasurer and the
876 Sponsor will not approve any waivers or resolutions to allow the Operator or
877 Management Company to provide treasurer services for the School.

878 The School shall provide a copy of the agreement between the Operator or
879 Management Company and the Governing Authority within **ten (10)** business days of
880 entering into, modifying or renewing any Sponsor approved operator agreement.

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

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

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

- 894 A. The criteria to be used for early termination of the operator;
- 895 B. The required notification procedure and timeline for early termination or non-
896 renewal of the operator contract; and,
- 897 C. A stipulation of which entity owns all School facilities and property including, but
898 not limited to, equipment, furniture, fixtures, instructional materials and supplies,
899 computers, printers, and other digital devices purchased by the Governing

900 Authority or operator. Any stipulations regarding the property must comply with
901 the requirements of ORC 3314.0210.

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

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

908 **3.4 Volunteer Requirements**

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

917 **3.5 Fiscal Year**

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

919 **Section 4**

920 **4.1 Operational Powers**

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

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

937 **4.2 Evaluations and Trainings**

938 A. Superintendent Evaluations. The Governing Authority shall conduct an annual
939 performance evaluation of the superintendent of the School. The evaluation shall
940 be reported to the Sponsor. The Sponsor shall review the evaluation and may
941 use information contained in the evaluation as part of the School's annual
942 performance evaluation.

943 B. Employee Evaluations: The superintendent or his/her designee shall conduct
944 performance evaluations of the School's employees at least annually. The
945 School may, but is not required, to use the teacher and/or principal evaluation
946 systems under Chapter 3319 of the Ohio Revised Code. In addition, the School
947 is exempt from the requirements for teacher employment and contract
948 requirements under Chapter 3319 and 3311 of the Ohio Revised Code, including
949 requirements and procedures for non-renewal and termination of teacher
950 contracts.

951 C. Annual Evaluations. The Sponsor shall conduct an annual performance
952 evaluation of the School. This annual evaluation includes monitoring and
953 evaluating the academic and fiscal performance and the organization and
954 operation of the School. The Sponsor will review the past year's academic report
955 card measures and the most recent report card for the School . The Sponsor
956 shall also perform a performance evaluation in compliance with the Performance
957 Framework attached as **Appendix 2**. In addition, prior to any renewal of this
958 Agreement but not less than every five (5) years, the Sponsor shall conduct high-
959 stakes review. This high-stakes review shall include a rigorous evaluation of the
960 School's performance including a review of the mission and vision statements,
961 academic, financial, operational and governance, over the term of this
962 Agreement. The Sponsor's Performance Framework may be modified from time-
963 to-time upon the mutual agreement of the Parties.

964 D. Compliance. The Governing Authority and administration shall cooperate fully
965 with the Sponsor in all activities as required by regulations of the Ohio
966 Department of Education for oversight of the School. This includes, but is not
967 limited to:

- 968 a. Annual file updates per checklists provided by the Sponsor;
- 969 b. Annual on-site visits conducted by the Sponsor;
- 970 c. School Improvement Plan implementation and reviews including the
971 implementation of the Ohio Improvement Process and any Improvement
972 Plans required by the Ohio Department of Education;
- 973 d. Monthly reviews of financials, enrollment records, and attendance
974 monitoring;
- 975 e. Access to read-only academic and financial data and data systems;

976 f. Other appropriate requests for information, desk audits, or on-site visits
977 from the Sponsor, the Ohio Department of Education or the Auditor of
978 State.

979 **4.3 Transportation**

980 The Sponsor and the School acknowledge and agree that the School is not required to
981 provide transportation to students attending the School, unless the student has an
982 individual education program that requires transportation as a related service. If the
983 School chooses to provide transportation, the School shall be solely responsible for
984 providing transportation services, if any, to students attending the School. In providing
985 all or partial transportation, the School shall comply and ensure that its teachers and
986 staff comply with all Ohio laws, including ORC 3314.091, and all Federal regulations
987 related to student transportation.

988 **4.4 Food Services**

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

994 **4.5 Insurance**

995 The School shall purchase insurance protecting the School and Governing Authority,
996 employees, and volunteers (if allowable by policy), and Sponsor where appropriate,
997 consisting of comprehensive general liability insurance, errors and omissions liability
998 insurance (school entity liability insurance) and auto liability insurance. **The Sponsor
999 shall be identified as an additional insured on the policy and certificate holder.**
1000 The School shall also purchase statutory workers' compensation insurance coverage.
1001 Minimum coverages for the current school year are listed below.

1002 A. Comprehensive general liability. \$1,000,000 per occurrence, \$2,000,000 (in the
1003 aggregated with an excess of umbrella policy extending coverage as broad as
1004 primary coverage in an amount no less than \$5,000,000.

1005 B. Officers, directors and Employee's errors and omissions. \$1,000,000.

1006 C. Property insurance. As required by landlord or if building owned then sufficient
1007 insurance as determined by mortgage company or the replacement value of the
1008 property.

1009 D. Motor vehicle liability. If appropriate, \$1,000,000; and

1010 E. Workers' compensation. As required by state law

1011 All insurance certificates are attached as **Attachment 8**.

1012 The Sponsor shall provide at least sixty (60) days' prior written notice if these coverage
1013 limits are changed, and all changes shall be commercially reasonable. Insurance terms
1014 and conditions must be reasonably acceptable to the Sponsor and underwritten by

1015 insurers that are legally authorized in the State of Ohio and that are rated by A.M. Best
1016 Company not lower than “A-VII”. The School shall provide current certificates of
1017 insurance to the Sponsor by July 1 annually. All the School’s insurance policies
1018 purchased by the School shall state that coverage shall not be suspended, voided,
1019 cancelled, reduced in coverage or in limits, except after thirty (30) days prior written
1020 notice by certified mail, return receipt requested, sent to the School and the Sponsor.
1021 The School shall notify the Sponsor within ten (10) days if for any reason there is a
1022 lapse in insurance coverage. The school is solely responsible for any deductibles
1023 payable under the policies purchased by the School.

1024 **4.6 Monies to be set aside in the event the School closes**

1025 The School shall either maintain one month of operating expenses in its bank account
1026 at all times or establish an escrow account with at least \$5,000 solely established for the
1027 purposes of paying the cost of a treasurer through the closure and costs associated with
1028 the closure including securing and maintaining any school buildings, transferring
1029 records, and any other costs associated with the orderly closing of the School.

1030 **4.7 Technology**

1031 If the School applies for E-Rate funding or if it is otherwise required by law, the School
1032 must have a state-approved technology plan and complete any necessary filing
1033 procedures on or before the applicable deadlines. All technology plans must be updated
1034 as required and submitted as required by law, rule or regulation.

1035 **Section 5**

1036 **5.1 School Grade Levels**

1037 The School is authorized to serve students in grade 9 through grade 12. The School
1038 shall not enroll students in grades other than those specified in this Agreement. If the
1039 School seeks to change the authorized grade levels, the School shall provide a
1040 Governing Authority approved contract modification request including evidence to
1041 support increasing or decreasing the grade levels to the Sponsor not less than sixty (60)
1042 days prior to the first day of school. Any change in school grade levels shall require a
1043 contract modification approval of the Sponsor, which shall not be unreasonably
1044 withheld.

1045 **5.2 Student Demographics**

1046 As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made
1047 by the School in a nondiscriminatory manner and in accordance with the enrollment
1048 preferences, selection method, timeline, compliance with ORC 3314.03(A)(7) and
1049 procedures described in **Attachment 9**.

1050 **5.3 Maximum and Minimum Enrollment**

1051 The School and the Sponsor agree that during the term of this Agreement, the School’s
1052 total enrollment shall not exceed the occupancy permit of the School’s facility and site.
1053 The minimum enrollment is determined to be the lowest full-time equivalency enrollment
1054 necessary for financial viability, as reasonably determined by both Parties. However, the

1055 School must enroll a minimum of forty (40) students and with the admission
1056 requirements set forth in ORC 3314.06 and 3314.061.

1057 **5.4 Eligibility for Enrollment**

1058 The School shall limit enrollment of students accepted through the process outlined in
1059 section 5.5 Admissions Procedures, including enrollment procedures for students with
1060 disabilities, to those who meet the School's age and grade requirements, are not
1061 otherwise ineligible to enroll, or who meet the criteria in ORC 3314.06 or 3314.061. All
1062 enrollment decisions shall be made in accordance with applicable State and Federal law
1063 and policy. If the School utilizes a lottery, the School must ensure that it complies with
1064 ORC 3314.06(G) and the school admission and lottery policies.

1065 **5.5 Admissions Procedures**

1066 The admissions procedures shall at all times comply with ORC 3314.06 and, if
1067 applicable, ORC 3314.061, and all applicable provisions of ORC Chapter 3314 and are
1068 specified in **Attachment 9**.

1069 **5.6 Admission Process and Procedures for Enrollment of Students with**
1070 **Disabilities or a Section 504 Plan**

1071 To ensure that the needs of students with disabilities are met, the following procedures
1072 must be followed:

- 1073 A. Following the application deadline and upon completing a lottery, if appropriate,
1074 the School shall obtain the most recent Individualized Education Plan (IEP) or
1075 Section 504 Plan and Evaluation Team Report (ETR), if any;
- 1076 B. Admission of applicants with an IEP or Section 504 Plan shall be in compliance
1077 with the Individuals with Disabilities Education Act (IDEA), as well as Ohio's
1078 Operating Standards for the Education of Children with Disabilities and Sponsor
1079 requirements and procedures concerning the education of students with
1080 disabilities;
- 1081 C. When a student who has intensive service needs as identified by an IEP Team
1082 applies for admission into the School, the School Principal, or another designated
1083 administrator as provided under state and federal law, shall convene an IEP
1084 Team meeting; and,
- 1085 D. Upon admission of any handicapped and/or disabled student, the School shall
1086 comply with federal and state laws regarding the education of such students.

1087 **5.7 Participation in Schools**

1088 No student may be jointly enrolled full-time in the School and another district or
1089 community school; however, students enrolled in the School may participate in career
1090 and technical programs and College Credit Plus programs.

1091 **5.8 Expulsion, Suspension and Denial of Admission**

1092 The School shall immediately adopt a policy regarding suspension, expulsion, removal,
1093 and permanent exclusion of a student that specifies, among other things the types of
1094 misconduct for which a student may be suspended, expelled or removed and that due
1095 process related thereto and is included in **Attachment 10**. The School's policy and
1096 practice shall comply with the requirements of ORC 3313.66, 3131.661 and 3313.662.
1097 Those policies and practice shall not infringe upon the rights of disabled students as
1098 provided by state and federal law and the School must have a separate policy for the
1099 discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

1100 **5.9 Continuing Enrollment**

1101 Pursuant to Ohio law, students who enroll in the School shall remain enrolled in the
1102 School through the highest grade served by the School, absent expulsion or graduation
1103 and unless the student is properly withdrawn from the school.

1104 **5.10 Attendance**

1105 The School shall immediately adopt a dismissal procedure and an attendance policy
1106 that includes a procedure for automatically withdrawing a student from the School if the
1107 student without legitimate excuse fails to participate in seventy-two (72) consecutive
1108 hours of the learning opportunities offered to the student. The School's attendance
1109 policy must be available for public inspection. The School's attendance policy and
1110 participation records shall be made available, upon request, to the Department, Auditor
1111 of State, and Sponsor to the extent permitted by 20 USC 1232 g, the Family
1112 Educational Rights and Privacy Act (FERPA), ORC 3319.321, and any applicable rule
1113 or regulation thereto.

1114 **Section 6**

1115 **6.1 Vision, Mission, and School Goals**

1116 The School shall follow the unique vision, mission, focus of the curriculum as set forth in
1117 **Attachment 6**, School Education Plan which has been approved by the Sponsor. The
1118 education plan shall address the School's mission, academic SMART goals, and
1119 instructional methods. The School shall be measured on their progress toward its goals
1120 as detailed in **Attachment 6**, using the attached Sponsor Performance Framework in
1121 **Appendix 2**. The School Education Plan must include a description of learning
1122 opportunities offered to students both classroom-based and non-classroom based. The
1123 School Education Plan shall not be modified or revised without prior written consent and
1124 approval of the Sponsor.

1125 **6.2 Sponsor Academics, Finance, Governance, and Operations Standards**

1126 The School shall meet or exceed Sponsor standards established for the School in the
1127 areas of academics, finance, governance and operations. The School shall be provided
1128 an evaluation of the school academic performance after the release of the local report
1129 card. The Sponsor Performance Framework is included in **Appendix 2**. The School
1130 acknowledges that these goals and indicators may change over time and that the

1131 Sponsor agrees to provide the School with prior notice and an opportunity for input into
1132 any proposed changes.

1133 **6.3 Academically Exceptional Students**

1134 The School shall identify academically low-achieving, at-risk students, and other
1135 “exceptional children” as defined by the Ohio Revised Code, Ohio Administrative Code,
1136 and any standards adopted by the State Board of Education, and shall provide its
1137 educational program to these students in a manner that appropriately serves their
1138 needs in accordance with applicable law, as set forth in this Agreement.

1139 **6.4 Program Specific Requirements - Computer Based/On-Line Programs,
1140 Blended or Dropout Prevention and Recovery Program**

1141 Unless the School operates an on-line (e-school) as identified in paragraph 1.1(A), the
1142 School’s educational program as currently operated and as reviewed by the Sponsor
1143 does not include an on-line program pursuant to ORC 3314.23 and the School is
1144 accordingly prohibited from offering such on-line programs unless necessary for
1145 distance learning during periods of school building closure. This paragraph does not
1146 apply to schools identified as on-line (e-schools) in paragraph 1.1(A).

1147 If the School operates a specialized program as identified in paragraph 1.1, the School
1148 shall comply with the Specialized Program Requirements set forth in **Appendix 4**.

1149 **6.5 Curriculum, Instructional Program and Pupil Performance Standards**

1150 The School shall have the authority and responsibility for designing and implementing
1151 its educational program, subject to the conditions of this Agreement. The educational
1152 program, pupil performance standards and curriculum designed and implemented by
1153 the School shall meet or exceed the Ohio Learning Standards, shall be designed to
1154 enable each pupil to achieve such standards, and shall be consistent with the School’s
1155 vision and mission.

1156 The School shall timely administer the assessments which shall include statewide
1157 achievement and diagnostic tests, and at least one of the assessment tools identified in
1158 the educational program in **Attachment 6**, and any other assessments required by law
1159 or recommended by the Sponsor. The School must submit a calendar of assessments
1160 to the Sponsor prior to the start of each academic year.

1161 The Governing Authority shall notify the Sponsor in writing in advance of its intent to
1162 change assessment tools, and such changes shall be reflected in **Attachment 6**. The
1163 School shall satisfy the Sponsor performance standards outlined in **Appendix 2** and
1164 such other standards required by law or recommended by the Sponsor and agreed to
1165 by the School. The Governing Authority shall give the Sponsor advanced written notice
1166 of its desire to update the Education Plan as included in **Attachment 6**, and changes
1167 will not be implemented without prior written approval by the Sponsor.

1168 The School may offer Credit Flexibility for students in grades 7 through 12 if the
1169 instructional program specifies the credit flexibility plan for the School, the School has
1170 adopted a program and process that is approved by the Sponsor, and an individualized
1171 credit flexibility plan is written for each student that includes goals, assessment, defines
1172 how the student will demonstrate knowledge and skills needed, and specifies how credit
1173 will be earned. The plan must state that if a student is not successful in demonstrating
1174 knowledge and skills, the student will not earn credit through credit flexibility.

1175 **6.6 Graduation Requirements**

1176 If the school serves High School, the School shall develop and submit to the Sponsor
1177 for approval a policy setting forth its graduation requirements that align with state
1178 graduation guidelines no later than August 1 of each year. In addition, the School may
1179 offer students the opportunity to earn the OhioMeansJobs Readiness Seal or other
1180 seals as may be approved by the Governing Authority on their Diplomas.

1181 **6.7 English Language Learners**

1182 The School shall provide resources and support to English language learners to enable
1183 them to acquire sufficient English language proficiency to participate in the mainstream
1184 English language instructional program. The School shall follow the State's procedures
1185 for identifying, assessing and exiting English language learners.

1186 **6.8 Education of Students with Disabilities**

1187 A. The School shall be responsible to provide all special education support services
1188 to students at the School and may contract with entities to provide special
1189 education teacher(s) or related services subject to confirmation of appropriate
1190 licensing. The School shall assign other special education support staff as
1191 necessary to meet student needs.

1192 B. The School agrees to comply with all its policies and regulations and the
1193 requirements of federal and state laws and regulations concerning the education
1194 of children with disabilities and shall provide for the attendance of any School
1195 employees who should be present at any meetings at which IEPs are developed
1196 or modified.

1197 C. The School shall direct the development and/or modification of any IEP for
1198 special education students of the School.

1199 D. The Sponsor or the School may identify from time-to-time changes to the
1200 educational program of the School that

1201 a. Are reasonably necessary to comply with applicable law for educating
1202 students with disabilities, or

1203 b. Provide cost savings or other benefits in connection with education
1204 students with disabilities.

1205 After good faith discussion of these changes with the School, the Sponsor shall
1206 have the right to require such changes necessary to comply with law and shall
1207 have the right to request other changes on behalf of students with disabilities.

1208 E. The School shall comply with Maintenance of Effort (MOE) requirements
1209 pursuant to Individuals with Disabilities Education Improvement Act (IDEA) of
1210 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34 C.F.R. section 300.203.

1211 F. Special education supports and services shall be available to each student as
1212 part of the regular school day in accordance with the least restrictive environment
1213 mandate of federal and state law.

1214 **6.10 Assuring Adequate Yearly Progress**

1215 The School shall develop a plan of intervention for all students not found proficient or
1216 not making adequate yearly progress and submit it to the Sponsor for approval.

1217 **Section 7**

1218 **7.1 Funding**

1219 The School must comply with ORC 3314.08 and properly report students into the
1220 Department's EMIS system pursuant to ORC 3301.0714 and corresponding regulations
1221 and guidance from the Department. The School agrees to update and correct all student
1222 participation information in EMIS including, without limitation, the percentage of time
1223 factor, the school calendar, the start and end date for student enrollment, and any
1224 special education information. Should the School receive a notice of overpayment
1225 directly or indirectly from the Department, the School shall notify the Sponsor within two
1226 (2) business days of such notice with a plan for repayment of any overpayment.

1227 **7.2 Financial Reporting**

1228 The School shall comply with all standards for financial reporting pursuant to ORC
1229 3301.07(B)(2).

1230 A. A financial plan detailing an estimated School budget for each fiscal year of this
1231 Agreement and specifies the total estimated per pupil expenditure amount for
1232 each year is attached as **Attachment 11**. Each year of this Agreement, on or
1233 before June 30, a revised School financial plan shall be submitted by the
1234 Governing Authority to the Sponsor. The plan must detail estimated revenues
1235 and expenses for each fiscal year of the contract and must show a positive cash
1236 flow in the first three (3) years. Revenues shall include the base formula amount
1237 that will be used for purposes of funding calculations under ORC 3314.08. The
1238 base formula amount for each year shall not exceed the formula amount defined
1239 under ORC 3317.02. All projected and actual revenue sources must be included
1240 in the plan and projected expense must include the total estimated per-pupil
1241 expenditure amount for each year. The plan shall also specify for each year a
1242 percentage figure to be used for reducing the per-pupil amount of the subsidy

1243 calculated pursuant to ORC 3317.029 that the School is to receive that year
1244 under ORC 3314.08. The Financial Plan must describe the School's financial
1245 controls.

1246 **7.3 Fiscal Officer**

1247 A. Fiscal Officer. The Governing Authority shall designate a fiscal officer that is
1248 responsible for fiscal operations of the School. **All money received by the**
1249 **School shall be placed in the custody of the fiscal officer.** The designated
1250 fiscal officer shall be appropriately licensed and required to execute a bond in an
1251 amount and with surety as approved by the Governing Authority. The bond shall
1252 be payable to the State, conditioned for the faithful performance of all official
1253 duties required of the fiscal officer. The bond shall be deposited with the
1254 Governing Authority and a copy filed with the county auditor. The designated
1255 fiscal officer shall maintain the School's financial records in the same manner
1256 and method as is commonly used by traditional school districts, pursuant to rules
1257 of the Auditor of the State. The Governing Authority recognizes it is subject to
1258 audits pursuant to ORC 117.10. The Governing Authority shall use its best efforts
1259 to require the Licensed Fiscal Officer to include GAAP conversion or to contract
1260 out for GAAP conversion for the School. The Governing Authority shall ensure
1261 that it and its designated fiscal officer are fully compliant with the Auditor's office,
1262 including the provision of records and the completion of audit requirements. The
1263 Governing Authority shall ensure that the designated fiscal officer provides fiscal
1264 information and reports as required by law, this Agreement, and/or as designated
1265 from time-to-time by the Sponsor according to the time deadlines as set by the
1266 Sponsor necessary for the Sponsor to perform its oversight and monitoring
1267 responsibilities. The fiscal officer shall be independent from the operator with
1268 which the School has contracted and must control all School funds. A copy of the
1269 bond in the minimum amount of \$25,000 is attached with a copy of the fiscal
1270 officer contract as **Attachment 12**. If the fiscal officer changes, the Governing
1271 Authority must notify the Sponsor in writing within ten (10) business days.

1272
1273 The Fiscal Officer shall participate in all pre-audit and post-audit conferences
1274 with the Auditor of State and shall notify the Sponsor of all conferences so that
1275 the Sponsor may participate in the conferences.

1276
1277 The Fiscal Officer shall oversee the School's finance committee which shall be a
1278 committee of the Governing Authority. The finance committee shall review all
1279 contracts, budgets, forecasts, disbursements, and monthly financial documents
1280 to ensure that the school remains fiscally viable and that it follows the annual
1281 budget and forecasts.

1282
1283 If the School should be declared unauditible under ORC 3314.51, the Governing
1284 Authority shall suspend and replace the Fiscal Officer and require his/her
1285 dedication to assist any replacement fiscal officer(s). The School agrees that the
1286 fiscal services agreement will state that the Fiscal Officer is primarily responsible
1287 for all closing assurances if the School closes. At the request of the Sponsor, the

1288 Governing Authority may be asked to remain in place until a final audit is
1289 completed if the School should close and must authorize that the Fiscal Officer
1290 and/or Fiscal Officer's agreement remain fully authorized to proceed to close the
1291 School. If the School closes or is permanently closed, the Fiscal Office shall
1292 deliver all financial and enrollment records to the Sponsor within thirty (30) days
1293 of the Schools Closure.

1294
1295 The School shall work with their Fiscal Officer to meet all requirements for the
1296 School's opening, fiscal operations and closing if required. If the Fiscal Officer
1297 fails to provide the records in a timely manner, or fails to faithfully perform any of
1298 the Fiscal Officer's other duties, the Sponsor has the right to take action against
1299 the Fiscal Officer to compel delivery of all financial and enrollment records of the
1300 School and shall, if necessary, seek recovery of funds owed as a result of any
1301 findings of recovery by the Auditor of State against the Fiscal Officer.

1302
1303
1304 B. Fiscal Services Agreement. The Governing Authority must contract for fiscal
1305 services. The fiscal officer under such an agreement shall be employed by or
1306 engaged under a contract with the Governing Authority of the School, as required
1307 by ORC 3314.011(A). The agreement must require the fiscal officer to assist in
1308 all audits and provide closure and final, or special, audit services; and state that
1309 the fiscal officer is primarily responsible for all finance related portions of the
1310 closing procedures if the School closes. The agreement must authorize that the
1311 fiscal officer and/or the fiscal officer agreement remains authorized to complete
1312 the closure process of the School. The fiscal officer's agreement is attached with
1313 the fiscal officer bond as **Attachment 12**.

1314
1315 C. ORC 3314.029(C) – Bond. The Sponsor may upon thirty (30) days written notice
1316 to the Governing Authority require the School to post and file a bond with the
1317 Superintendent of Public Instruction payable to the state which shall be used to
1318 pay the state any moneys owed by the School in the event the School closes as
1319 set forth in ORC 3314.029(C). The Governing Authority's failure to provide this
1320 bond upon receipt of proper notice and within a reasonable time to cure is
1321 grounds for immediate termination of the Agreement.

1322 D. ORC 3314.50 -- Bond. If the School was opened after February 1, 2016 and
1323 required to post bond or written guarantee pursuant to ORC 3314.50, the School
1324 shall maintain the Bond or written guarantee with the Auditor of State. The
1325 School acknowledges that the Sponsor as a state agency cannot provide a
1326 written guarantee on behalf of the School.

1327 **7.4 Budget**

1328 On or before **October 1** of each year, the School shall submit to the Sponsor its
1329 proposed balanced budget for the following school year for Sponsor review for statutory
1330 compliance and compliance with the terms and conditions of this Agreement. The
1331 School's budget shall ensure that the School carries at least one-month's cash reserves
1332 to continue operation of the School. The budget shall be prepared in accordance with

1333 ORC 3314.032 and the Department Guidance. If the School has entered into a contract
1334 with an operator, the budget must include a detail of all expenditures including a detail
1335 of payments to the Operator in the same format as required by the Auditor of State. The
1336 budget as approved by the Governing Authority and any subsequent approved revisions
1337 shall be submitted to the Sponsor along with the Governing Authority resolution
1338 approving the budget or budget revision. A material violation of this Section may result
1339 in the Sponsor initiating remedies described in Section 2.4.

1340 **7.5 Enrollment Projections**

1341 The School shall provide the Sponsor with its latest and best estimates of its anticipated
1342 enrollment for the next school year with the submission of the May 5-year forecast
1343 submission. The estimate is subject to review and approval by the Sponsor and must
1344 be a reasonable estimate. The Parties agree that the purpose of this Section is to
1345 provide information to allow the Sponsor to prepare its future budgets, advise the
1346 School of its financial status, and that any information provided under this Section shall
1347 not be used by the Sponsor for the purpose of funding or for restricting the School's
1348 enrollment or otherwise inhibiting the growth of the School.

1349 **7.6 Contracting**

1350 The School shall not extend the faith and credit of the Sponsor to any third person or
1351 entity. The School acknowledges and agrees that it has no authority to enter into a
1352 contract that would bind the Sponsor. To the extent agreeable by the contracting party,
1353 each contract or legal relationship entered into by the School shall include the following
1354 provisions:

1355 A. The contract acknowledges that the School is not an agent of the Sponsor, and
1356 accordingly contractor expressly releases the Sponsor from any and all liability
1357 under this agreement.

1358 B. Any financial obligations of the School arising out of this Agreement are subject
1359 to annual appropriation by the Governing Authority.

1360 **7.7 Annual Audit**

1361 The School shall undergo an annual financial audit by the Auditor of State pursuant to
1362 ORC 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of
1363 State or his designee of an audit, the School shall notify the Sponsor in writing of the
1364 time, date, and location of any scheduled meeting with the Auditor. The Sponsor shall
1365 maintain a presence at any and all meetings with the Auditor. All financial records must
1366 be kept in the same manner as financial records of school districts, pursuant to rules of
1367 the Auditor of State. Audits shall be conducted in accordance with ORC 117.10. The
1368 School shall notify Sponsor of all meetings with the Auditor of State or their designee. A
1369 draft of the results of the audit shall be provided to the Sponsor in written form each
1370 year. **The School shall not waive any entrance or exit conferences or interviews**
1371 **with the Auditor of State or their designee and the Fiscal Officer must attend**
1372 **these meetings along with a designee of the School and the Sponsor.** If the School

1373 receives comments or findings in its annual audit, the School shall have a post-audit
1374 conference and at least the President of the Governing Authority shall attend the post-
1375 audit conference in addition to the Sponsor.

1376 **7.8 Loans**

1377 **The School shall not obtain any loans without sponsor approval and Governing**
1378 **Authority approval of the application during an open meeting. The Governing**
1379 **Authority may not permit an application for a loan to be submitted without prior**
1380 **approval by the sponsor and Governing Authority approval and vote during a**
1381 **public meeting.**

1382 **The School shall not obtain loans or funding that encumbers state foundation**
1383 **payments or federal grants. No loans may be made by the School to any person**
1384 **or entity other than reasonable employee advances or to other related or**
1385 **controlled entity, without Sponsor approval, which approval shall not be**
1386 **unreasonably withheld, conditioned or delayed.**

1387 **Should the School seek a loan from the School’s Operator or Management**
1388 **Company, the School must obtain approval from the Sponsor and provide**
1389 **evidence that the School could not obtain funding from any other source. The**
1390 **Fiscal Officer must oversee the repayment of the loans and obtain a written loan**
1391 **agreement with interest at the fair market rate and include a date by which the**
1392 **loan is due and payable.**

1393 **Section 8**

1394 **8.1 Employment of Teachers**

1395 At least one (1) full-time or two (2) part-time classroom teachers each working more
1396 than twelve (12) hours per week must be employed to work in the School. The full-time
1397 classroom teachers and part-time classroom teachers working more than twelve (12)
1398 hours per week shall be certified in accordance with ORC 3319.22 to 3319.31. Non-
1399 certificated persons may teach up to twelve (12) hours per week in the School pursuant
1400 to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be
1401 no more than 30:1. If the School uses federal funds for the purpose of class size
1402 reduction by using title I or Title II-A funds, the schoolwide students to full-time
1403 equivalent classroom teacher ratio shall be no more than 25:1 based upon the State
1404 Operating Standard OAC 3301-35-05(A)(3). The School may employ non-teaching
1405 employees. Prior to the opening day of the School each year, the School will provide the
1406 Sponsor with proof of Ohio licensure/certification in the grade level and content area for
1407 a sufficient number of teacher to support the state teacher/student ratio and all courses
1408 and/or grade levels taught at the School. Although the Governing Authority may employ
1409 teachers and non-teaching employees necessary to carry out its mission and fulfill this
1410 Contract, no contract of employment shall extend beyond the expiration of this
1411 Agreement. All teachers and para-professionals shall meet the “highly qualified”
1412 standards as applicable and as set out in the last known law as “No Child Left Behind”

1413 or its successor law(s). The School shall provide the Sponsor with the roster and
1414 meeting dates for the Local Professional Development Committee (LPDC) and the laws
1415 and rules governing LPDC must be implemented by the School.

1416 **8.2 Employee Status**

1417 All employees hired by the School or the operator shall be employees of the School or
1418 operator and not the Sponsor. All employee discipline decisions shall be made by the
1419 School. The Sponsor shall have no obligation to employ School employees who are
1420 released or leave the School. Other terms of the employment relationship are described
1421 in the Employee Handbook submitted as part of the School's community school
1422 application. The Handbook may be amended or revised at the discretion of the School.
1423 The School shall develop requirements and procedures for the disposition of employees
1424 in the event the School's Agreement is terminated or not renewed pursuant to ORC
1425 3314.07.

1426 **8.3 Criminal Records Check/Background/Fingerprinting**

1427 The School shall establish and implement procedures for conducting background
1428 checks (including a check for criminal records) for all employees to the extent required
1429 by state and federal applicable laws, rules and regulations, including but not limited to
1430 ORCs 3319.39 and 3319.391. This includes ensuring that all independent contractors
1431 and companies that place employees in the school complete the requisite background
1432 checks. The School agrees that the Sponsor shall have access to these records upon
1433 request.

1434 **8.4 Employee Benefits**

1435 The School must provide health and other benefits to all full-time employees, as set out
1436 in **Attachment 13. Attachment 13** may be amended by the School from time-to-time;
1437 however, all such amendments shall be provided to Sponsor in writing within three (3)
1438 business days of amendment or change. In the event certain employees have
1439 bargained collectively pursuant to ORC Chapter 4117, the collective bargaining
1440 agreement supersedes **Attachment 13** to the extent that the collective bargaining
1441 agreement provides for health and other benefits. The collective bargaining agreement
1442 shall not, under any circumstances, be a part of this Contract.

1443 If the School is the recipient of moneys from a grant awarded under the Federal Race to
1444 the Top program, Division (A), Title XIV, Section 14005 and 14006 of the "American
1445 Recovery and Reinvestment Act of 2009", Pub. L. No 111-5, 123 Stat. 115, the School
1446 will pay teachers based upon performance in accordance with ORC 3317.141 and will
1447 comply with ORC 3319.111 of the Revised Code as if it were a school district.

1448 **8.5 Required Training for Teachers**

1449 Each person employed by the School as a nurse, teacher, counselor, school
1450 psychologist or administrator shall complete at least four (4) hours of in-service training
1451 in the prevention of child abuse, violence and substance abuse and the promotion of

1452 positive youth development within two (2) years of commencing employment with the
1453 School, and every five (5) years thereafter. Prior to opening day, the School will provide
1454 the Sponsor with proof of Ohio licensure/certification in each teacher's represented field
1455 and credentials and proof of background checks completed for all certified staff
1456 including nurse, counselor, school psychologist or administrator. Each classroom
1457 teacher initially hired by the School on or after July 1, 2013 and employed to provide
1458 instruction in physical education will hold a valid license issued pursuant to R.C.
1459 3319.22 for teaching physical education. Beginning with the 2015-2016 school year, if
1460 the School is ranked in the lowest ten percent (10%) of all public-school buildings
1461 according to performance index score, the School Governing Authority shall require
1462 each classroom teacher currently teaching in a core subject area in the building to
1463 demonstrate expertise by examination.

1464 **Section 9**

1465 **9.1 Sponsor Fee**

1466 The Sponsor has considered and evaluated the oversight, technical assistance, and
1467 monitoring it will provide to the School, for and in consideration of providing these
1468 services to the School, the School shall pay Sponsor a fee of three percent (3%) of the
1469 total amount of payments received each year by the School from the State of Ohio. The
1470 fees are calculated from the Department issued community school settlement report
1471 identifying the amount of state funds paid to the School for the invoice period, the
1472 applicable line being entitled "state payments before retirement funds" of the prior
1473 month's settlement report. Payments shall be made by the 30th day of each month,
1474 except for February which shall be on the 28th day. Failure to make required payments
1475 may result in Sponsor placing the School on probation, suspension or termination
1476 pursuant to the terms of this Agreement.

1477 In the event that the Department subsequently determines that the School received an
1478 overpayment of state foundation funds, the sponsorship fee shall be adjusted
1479 accordingly, in which case the Sponsor shall promptly refund the School the amount of
1480 the sponsorship fee overpayment. Likewise, in the event that the Department
1481 subsequently determines that the School received an underpayment of state foundation
1482 funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing
1483 Authority shall promptly pay the Sponsor the amount of the sponsorship fee
1484 underpayment.

1485 **Section 10**

1486 **10.1 School Facility**

1487 The School is authorized to locate and operate at 2222 Issaquah Stree, Cuyahoga
1488 Falls, Ohio. If the location is leased, the lease shall be signed unless it is in accordance
1489 with the budget approved by the Governing Authority and on file with the Sponsor. The
1490 Sponsor shall have the right to inspect and approve the site before the lease is signed.
1491 Approval of the site shall not be unreasonably withheld provided, however, the

1492 Governing Authority must timely comply with ORC 3314.19 annually as to all matters of
1493 assurances required by law, regardless of whether the facility is leased or purchased.
1494 The School shall include in the lease a contingency stating that the lease expires at the
1495 end or termination of the School's charter contract or some other contractual protection
1496 so that the School does not get burdened with the lease if it loses the community school
1497 contract or its funding from the State of Ohio. The lease cannot contain any balloon or
1498 payout provisions resulting from a breach or missed payment. Any facility used for the
1499 School shall meet all health and safety standards established by law for school
1500 buildings. Any lease agreement entered into by the Governing Authority to lease a
1501 facility for the School must contain a provision that it is an express condition of the lease
1502 that the facilities leased meet all health and safety standards established by law for
1503 school buildings.

1504 Prior to entering into any lease or purchase agreements, the Governing Authority shall
1505 obtain an opinion from an independent licensed professional in the real estate field that
1506 verifies the lease or purchase agreement is commercially reasonable at the time and
1507 provides the fair market value of the property. This opinion shall be attached as an
1508 addendum to the lease or purchase agreement.

1509 A description of the facility; a copy of the lease, deed, or other facility agreement; the
1510 annual costs associated with leasing the facility or annual mortgage principal and
1511 interest payments are attached as **Attachment 14**. Subsequent amendments,
1512 modifications or renewals thereof of the lease and all related documents shall be
1513 provided to the Sponsor to update this Agreement. **Attachment 14** will include the
1514 physical and/or mailing address utilized by the School. The School shall obtain all
1515 applicable use permits or certificates of occupancy necessary for the facilities owned or
1516 leased by it to be used and occupied as a school. The Sponsor shall have access at all
1517 reasonable times to any such facilities for purposes of inspecting the same and as
1518 provided in Section 2.1(A) above.

1519 The Governing Authority recognizes the rights of public health and safety officials to
1520 inspect the facilities of the School and to order the facilities closed if those facilities are
1521 not in compliance with health and safety laws and regulations.

1522 The Department as the community school oversight entity has the authority to suspend
1523 the operations of the School under ORC 3314.072 if the Department has evidence of
1524 conditions or violations of law at the School that poses an imminent danger to the health
1525 and safety of the School's students and employees and the Sponsor refuses to take
1526 such action.

1527 **Section 11**

1528 **11.1 Continuation of Sponsorship (Renewal) Timeline and Process**

1529 The School shall submit its application for continued sponsorship in compliance with the
1530 timeline and format published by the Sponsor on its website and such application shall
1531 be made available at least sixty (60) days prior to the date on which the application is

1532 due. All applications are subject to the Sponsor completing a high stakes review
1533 pursuant to section 4.2(C) and review of the school's score over the term of the contract
1534 on the sponsor's performance framework evaluation as described in section 4.2(C). The
1535 Sponsor shall provide a decision to the School on the application no later than January
1536 15 of the year in which the Agreement expires, or by a mutually agreed upon date
1537 following an informal hearing where the School shall have the opportunity to address
1538 the Sponsor about its renewal request. If the Sponsor decides to deny an application or
1539 not to accept an application, it shall detail the reasons in its letter to the School.

1540 **11.2 Application Contents**

1541 In addition to contents required by law and the Department, the application may include
1542 comments and additional information provided by the School about its progress toward
1543 meeting the Sponsor's indicators and meet the statutorily required criteria as set forth in
1544 ORC 3314.029. The timeline and format of the application shall be provided to the
1545 School by the Sponsor and shall be posted on the Sponsor's website.

1546 **11.3 Criteria for Applications or Non-Renewal and Revocation**

1547 The Sponsor may terminate, revoke or deny renewal or an application for any of the
1548 grounds provided by state law, ORC 3314.07, as they exist now or may be amended;
1549 upon the failure of the School to meet renewal criteria, or material breach of this
1550 Agreement.

1551 All applications must be submitted within the timeframe stated in the application and
1552 must be complete. No incomplete applications will be accepted. All application
1553 materials will be provided to the School sixty (60) days before the due date.

1554 **11.4 Non-Renewal Appeal Procedures**

1555 The Sponsor shall provide the School written notice of the grounds for termination or
1556 non-renewal by January 15 of the year the Sponsor intends to take action pursuant to
1557 ORC 3314.07. Any appeal shall be in accordance with the requirements of ORC
1558 3314.07.

1559 If this Agreement is terminated or not renewed by the Sponsor pursuant to ORC
1560 3314.07(B)(1)(a) or (b), the School shall close permanently at the end of the current
1561 school year or on the date specified in the notification of termination or nonrenewal and
1562 shall not enter into a contract with any other sponsor, in which case the following
1563 procedures, in addition to the Department's closing procedures adopted in compliance
1564 with ORC 3314.015(E), shall apply:

- 1565 • Regarding employees, if there is a collective bargaining agreement that applies,
1566 the layoff or other provisions of the collective bargaining agreement shall be
1567 followed. In the absence of a collective bargaining agreement, the School may
1568 elect to treat employees as laid-off or their positions abolished. Expiring
1569 employee contracts may be non-renewed.

- 1570 • Upon termination of this Agreement, or upon dissolution of the Ohio non-profit
1571 corporation upon which the School was established, all equipment, supplies, real
1572 property, books, furniture or other assets of the School shall be distributed in
1573 accordance with ORC 3314.074 and the Governing Authority's Articles of
1574 Incorporation and Code of Regulations.
- 1575 • Upon request of the Sponsor, the Governing Authority, School, and/or their
1576 agents will immediately provide the Sponsor any and all documentation and
1577 records, including, but not limited to, financial records deemed necessary by the
1578 Sponsor to facilitate the School's closure. This transmittal of documentation and
1579 records to the Sponsor excludes all students' educational records, which should
1580 be forwarded to the individual student's school district of residence.
- 1581 • In accordance with ORC 3314.44, The School's superintendent, as chief
1582 administrative officer of the School, shall take all reasonable steps necessary to
1583 collect and assemble the students' educational records in an orderly manner and
1584 transmit the records to the student's school district of residence within seven (7)
1585 business days of the School's closing.
- 1586 • The School also hereby agrees that it will cooperate fully with the Sponsor to
1587 complete the appropriate procedures and paperwork as outlined by the Sponsor,
1588 the Department, or in statute in the event the School is closed. Any refusal by the
1589 School to cooperate fully with Sponsor will be considered a material breach of
1590 this Agreement and may serve as the basis for any other injunctive relief.

1591 **11.5 School-Initiated Closure**

1592 Should the School choose to terminate this Agreement, it may do so in consultation with
1593 the Sponsor at the close of any school year and upon written notice to the Sponsor. The
1594 School must meet all closure requirements as set forth in the closure procedures
1595 adopted by the Department pursuant to ORC 3314.015(E).

1596 **11.6 Dissolution**

1597 In the event the School should cease operations for whatever reason, including the non-
1598 renewal or revocation of this Agreement, the Sponsor shall supervise and have
1599 authority to conduct the winding up of the business and affairs for the School, provided,
1600 however, that in doing so, the Sponsor does not assume any liability incurred by the
1601 School beyond the funds allocated to it by the Sponsor under this Agreement. Should
1602 the School cease operations, the Sponsor maintains the right to continue the School's
1603 operations as a Sponsor facility until the end of the school year. The Sponsor's authority
1604 hereunder shall include, but not be limited to:

- 1605 A. The return and/or disposition of any assets acquired by purchase or donation by
1606 the School during the time of its existence, subject to the limitations of Section
1607 11.7 below; and,
- 1608 B. Provide student records to the traditional district where the student resides or
1609 transfer of records to the school where the student is now enrolled.

1610 School personnel and the Governing Authority shall cooperate fully with the winding up
1611 of the affairs of the School including convening meetings with parents at the Sponsor's
1612 request and counseling with students to facilitate appropriate reassignment. The School
1613 must meet all closure requirements as set forth in the closure procedures adopted by
1614 the Department pursuant to ORC 3314.015(E).

1615 **11.7 Distributing Assets of School**

1616 The School agrees to comply with ORC 3314.074 in distributing the assets of the
1617 permanently closed school.

1618 **Section 12**

1619 **12.1 Order of Precedence**

1620 In the event of any conflict among the organic documents and practices defining this
1621 relationship, it is agreed that this Agreement shall take precedence over policies of
1622 either party and the Application; applicable policies of the Sponsor that have not been
1623 waived shall take precedence over policies and practices of the School and the
1624 Application; and policies of the School and mutually-acceptable practices developed
1625 during the term of the community school contract shall take precedence over the
1626 Application.

1627 **12.2 Amendments**

1628 This agreement maybe amended or modified to reflect changes in Ohio Revised Code
1629 or Ohio Administrative Code. Such amendments will be submitted to the School's
1630 Governing Authority by the Sponsor and shall specify the provisions being amended
1631 and the corresponding references in Ohio Revised Code or Ohio Administrative Code.

1632 At the School's request, the Sponsor may approve modifications of the School's
1633 academic goals and objectives based upon school academic progress. Such changes
1634 or amendments to the School's academic goals and objectives must be approved by the
1635 Sponsor and the School's Governing Authority.

1636 Other than amendments to address changes in Ohio Revised Code or Ohio
1637 Administrative Code, no amendment to the Agreement shall be valid unless ratified in
1638 writing by the Sponsor and the School Governing Authority and executed by authorized
1639 representatives of the Parties.

1640 **12.3 Merger**

1641 This Agreement contains all terms, conditions, and understandings of the Parties
1642 relating to its subject matter. All prior representations, understandings, and discussions
1643 are merged herein and superseded by this Agreement.

1644 **12.4 Non-Assignment**

1645 Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or
1646 obligations to any such accruing to the Party under this Agreement unless the other
1647 Party agrees in writing to any such assignment. Such consent shall not be unreasonably
1648 withheld, conditioned or delayed.

1649 **12.5 Governing Law and Enforceability**

1650 This Agreement shall be governed and construed according to the Constitution and
1651 Laws of the State of Ohio. If any provision of this Agreement or any application of this
1652 Agreement to the School is found contrary to law, such provision or application shall
1653 have effect only to the extent permitted by law. Either party may revoke this Agreement
1654 if a material provision is declared unlawful or unenforceable by any court of competent
1655 jurisdiction or the Parties do not successfully negotiate a replacement provision. The
1656 Parties agree, that upon any material changes in law that may materially impact the
1657 relationship of the Parties, the Parties shall as soon as reasonably practical after the
1658 effective date of such change in law, amend this Agreement to reflect such change in
1659 law.

1660 **12.6 No Third-Party Beneficiary**

1661 The enforcement of the terms and conditions of this Agreement and all rights of action
1662 relating to such enforcement shall be strictly reserved to the Sponsor and the School
1663 subject to Section 2.3 of this Agreement. Nothing contained in this Agreement shall give
1664 or allow any claim or right of action whatsoever by any other or third person. It is the
1665 express intent of the Parties to this Agreement that any person receiving services or
1666 benefits hereunder shall be deemed an incidental beneficiary only.

1667 **12.7 No Waiver**

1668 The Parties agree that no assent, express or implied, to any breach by either Party of
1669 any one or more of the provisions of this Agreement shall constitute a waiver or any
1670 other breach.

1671 **12.8 Notice**

1672 Any notice required, or permitted, under this Agreement, shall be in writing and shall be
1673 effective upon actual receipt or refusal when sent by personal delivery (subject to
1674 verification of service or acknowledgement of receipt) or one day after deposit with a
1675 nationally recognized overnight courier, or three (3) days after mailing when sent by
1676 certified mail, postage prepaid to the Administrator for notice to the School, or to the
1677 designated Sponsor representative for notice to the Sponsor, at the addresses set forth
1678 below. Either party may change the address for notice by giving prior written notice to
1679 the other party.

1680

1681

<p>Sponsor:</p> <p>Director Office of Ohio School Sponsorship Ohio Department of Education 25 South Front Street Columbus, Ohio 43215-4183</p>	<p>School:</p> <p>Schnee Learning Center, Superintendent 2222 Issaquah Street, Cuyahoga Falls, Ohio</p>
---	---

1682 **12.9 Severability**

1683 If any provision of this Agreement is determined to be unenforceable or invalid for any
1684 reason, the remainder of the Agreement shall remain in full force and effect, unless
1685 otherwise terminated by one or both Parties in accordance with the terms contained
1686 herein.

1687 **12.10 Interpretation**

1688 A. Standards of Compliance. In the event of any disagreement or conflict
1689 concerning the interpretation or enforcement of this Agreement, the Application,
1690 and Sponsor policies, procedures, regulations, or other requirements, unless
1691 waived, and compliance by the school therewith shall be required and measured
1692 in the same manner as may be applied and expected by the Sponsor of
1693 otherwise-comparable Sponsor schools.

1694 B. Business Days. As used in this Agreement “business day” means any day other
1695 than a Saturday or Sunday or a day on which government institutions in the state
1696 of Ohio are closed.

1697 C. Counterparts; Signature by Facsimile or e-Signature. This Agreement may be
1698 signed in counterparts, which when taken together, shall constitute one original
1699 Agreement. Signatures received by facsimile or by electronic signature by either
1700 of the Parties shall have the same effect as original signatures.

1701 D. Conflict with Exhibits. In the event of conflicts or inconsistencies between this
1702 Agreement, the Attachments, or the Application, such conflicts or inconsistencies
1703 shall be resolved by reference to the documents in the following order of priority:
1704 first, the terms of this Agreement; second, the Attachments; and, last the
1705 Application.




1706

1707

1708

1709

1675 Executed by the following on the dates provided below.
1676

Ohio Department of Education	School
	Schnee Learning Center
Paolo DeMaria Superintendent of Public Instruction	By:  Its:  May 20, 2020

1677

1678

1714 **Appendices**

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

1715

1716 **Attachments**

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

1717

1718

Appendix 1

Appendix 1
School Opening and Closure Assurances

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

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

The School Governing Authority appoints _____ (*school leader is customarily recommended as designee*), as Designee, to coordinate the opening and closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the Sponsor at the time of the School's closing are fully completed and all records are documented and submitted as required.

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

Acknowledged and agreed to by the following parties:

Governing Authority

Date

Treasurer

Date

Designee

Date

Print Designee Name/Title

Appendix 2

Office of Ohio School Sponsorship Performance Framework

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

Office of Ohio School Sponsorship Performance Framework

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

Office of Ohio School Sponsorship Performance Framework

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

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

Office of Ohio School Sponsorship Performance Framework

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

Office of Ohio School Sponsorship Performance Framework

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

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

Office of Ohio School Sponsorship Performance Framework

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

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

Office of Ohio School Sponsorship Performance Framework

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

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

Appendix 3

Operator/Management Company Agreement Guidelines

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

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

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

Appendix 4

Appendix 4

Specialized Education Model Requirements

E-Schools

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

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

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

Blended Learning

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

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

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

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

Dropout Prevention and Recovery Program (Alternative Education School)

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

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

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

Attachment 1



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/26/2005	200520602750	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

BRICKER & ECKLER
100 SOUTH THIRD ST
ATTN: ALLAN SOWASH
COLUMBUS, OH 43215-4201

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1558412

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

SCHNEE LEARNING CENTER

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200520602750



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 22nd day of July, A.D.
2005.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

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

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

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

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

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

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

FIRST: Name of Corporation	Schnee Learning Center	
SECOND: Location	Cuyahoga Falls <small>(City)</small>	Summit <small>(County)</small>
Effective Date (Optional)	Upon filing <small>Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.</small> <small>(mm/dd/yyyy)</small>	
<input checked="" type="checkbox"/> Check here if additional provisions are attached		

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

THIRD: Purpose for which corporation is formed
See Exhibit A attached hereto and made a part hereof.

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

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)	_____	_____	_____
(Refer to instructions if needed)	<small>(No. of Shares)</small>	<small>(Type)</small>	<small>(Par Value)</small>
	Not Applicable		

Completing the information in this section is optional

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

None
(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

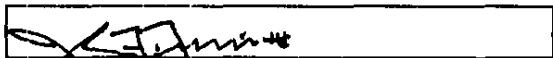
(City) (State) (Zip Code)

(Name)

(Street) NOTE: P.O. Box Addresses are NOT acceptable.

(City) (State) (Zip Code)

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



Authorized Representative

7/22/05

Date

John F. Furniss III, Incorporator
(Print Name)

Authorized Representative

Date

(Print Name)

Authorized Representative

Date

(Print Name)

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

ORIGINAL APPOINTMENT OF STATUTORY AGENT

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

OSAC, Inc.
(Name)
100 S. Third Street
(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*
Columbus, Ohio 43215
(City) (Zip Code)

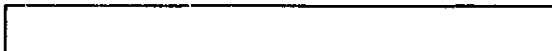
Must be authenticated by an authorized representative



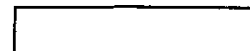
Authorized Representative
John B. Furniss III

7/22/05

Date



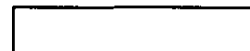
Authorized Representative



Date



Authorized Representative



Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, OSAC, Inc., named herein as the Statutory agent for, Schnee Learning Center, hereby acknowledges and accepts the appointment of statutory agent for said entity.

OSAC, Inc.
Signature: 

By: Alexander M. Brown Its: Assistant Secretary

**INITIAL ARTICLES OF INCORPORATION
FOR
SCHNEE LEARNING CENTER**

EXHIBIT A

- THIRD:** The purposes for which the Corporation is formed shall be:
- PURPOSE**
- To operate as an Ohio public community school described in Chapter 3314 of the Ohio Revised Code.
- To provide instruction to Ohio school children.
- To operate exclusively for educational and public purposes within the meaning of sections 501(c)(3) and 170(c)(1) of the Internal Revenue Code of 1986 (or any corresponding provision of any future United States internal revenue law, collectively referred to as the "Code").
- To be organized and operated as a public benefit corporation, within the meaning of section 1702.01(P) of the Ohio Revised Code.
- To engage in any lawful act, activity or business not contrary to and for which a public benefit corporation may be formed under the laws of the State of Ohio.
- SIXTH:** No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private person, except that the Corporation shall be authorized to pay reasonable compensation for services rendered, to make payments in furtherance of the purposes of the Corporation and to make distributions to its member, except as prohibited by Ohio law, including any distribution upon dissolution of the Corporation.
- RESTRICTIONS**
- Notwithstanding anything to the contrary in these Articles of Incorporation:
- No substantial part of the activities of the Corporation shall be for carrying on propaganda, or otherwise attempting to influence legislation, except as otherwise provided in section 501(h) of the Code.
- The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.
- The Corporation may not engage in any activity which is not permitted to be engaged in by an organization exempt from federal income tax under section 501(c)(3) of the Code or to which charitable contributions may be deducted pursuant to sections 170, 2055 or 2522 of the Code.
- SEVENTH:** The sole member of the Corporation shall be the Cuyahoga Falls City School District Board of Education.
- SOLE MEMBER**

EIGHTH:

BOARD OF
DIRECTORS

The Corporation shall be controlled and managed under the direction of a Board of Directors ("Board").

NINTH:

CERTAIN
TRANSACTIONS

No person shall be disqualified from being a director of the Corporation because he or she is or may be a party to, and no director of the Corporation shall be disqualified from entering into, any contract or other transaction to which the Corporation is or may be a party.

No contract, action or other transaction shall be void or voidable for reason that any director or officer or other agent of the Corporation is a party thereto, or otherwise has any direct or indirect interest in such contract, action or transaction or in any other party thereto, or for reason that any interested director or officer or other agent of the Corporation authorizes or participates in authorization of such contract, action or transaction, provided that:

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the Board or applicable committee of directors at the time the contract, action or transaction is authorized and the directors or the members of the committee, in good faith reasonably justified by the facts, authorize the contract, action or transaction by at least a majority vote of the disinterested directors or disinterested members of the committee, even though such disinterested directors or members are less than a quorum; or

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the member at the time the contract, action or transaction is authorized and the member authorizes the contract, action or transaction; or

The contract, action or transaction (i) is not less favorable to the Corporation than an arm's length contract, action or transaction in which no director or officer or other agent of the Corporation has any interest or (ii) is otherwise fair to the Corporation as of the time it is authorized.

Any interested director may be counted in determining the presence of a quorum at any meeting of the Board or any committee thereof which authorizes the contract, action or transaction.

TENTH:

CESSATION OF
OPERATION AS
SCHOOL

In the event that, after the Corporation commences operation of a community school established pursuant to Chapter 3314 of the Ohio Revised Code, such school permanently closes and ceases its operation as a community school, then, within such period of time following such closure and cessation as the Board deems to be reasonable, but prior to any dissolution of the Corporation, the assets of the school shall be distributed in accordance with section 3314.074 of the Ohio Revised Code.

ELEVENTH:
DISSOLUTION

Upon dissolution of the Corporation, the assets of the Corporation remaining, if any, shall be conveyed to the Cuyahoga Falls City School District of Cuyahoga Falls, Ohio to be used exclusively for public purposes.

TWELFTH:
AMENDMENT

Any provision of these Articles of Incorporation may be amended by the sole member of the Corporation; provided that such amendment shall be consistent with the applicable provisions of Chapter 1702 and Chapter 3314 of the Ohio Revised Code.



DATE	DOCUMENT ID	DESCRIPTION	FILING	OVER PAYMENT	EXPED	CERT	COPY
04/17/2017	201710702856	Bulk Agent Change (BAP)	0.00	0.00	0.00	0.00	0.00

Receipt

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

CT CORPORATION SYSTEM
111 8TH AVENUE, 13TH FLOOR
MARIE HAUER
NEW YORK, NY 10011

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
NATIONAL REGISTERED AGENTS, INC.

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

Document(s)
Bulk Agent Change

Document No(s):
201710702856

Effective Date: 04/17/2017



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
17th day of April, A.D. 2017.

Jon Husted
Ohio Secretary of State

JON HUSTED
Ohio Secretary of State



180 East Broad Street, 16th Floor
Columbus, OH 43215
(877) 767-6446 | (614) 466-2655
info@OhioSecretaryofState.gov
www.OhioSecretaryofState.gov

The filing with the Document Identification Number of 201710702856 is a Multiple Agent Name and Address Change form filed by CT Corporation System. The filing contains 2,332 pages. Due to the large number of pages, the full filing is not available via the website.

The new Agent's Address is:

National Registered Agents, Inc.
4400 Easton Commons Way
Suite 125
Columbus, OH 43219

If you would like a copy of the full filing sent to you, please send an email to BUSSEV@OhioSecretaryofState.gov.

Sincerely,

Business Services

Attachment 2



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/26/2005	200520602750	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

BRICKER & ECKLER
100 SOUTH THIRD ST
ATTN: ALLAN SOWASH
COLUMBUS, OH 43215-4201

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1558412

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

SCHNEE LEARNING CENTER

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

Document(s)

Document No(s):

DOMESTIC ARTICLES/NON-PROFIT

200520602750



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 22nd day of July, A.D.
2005.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

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

www.state.oh.us/sos

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

Expedite this Form: (Select One)

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

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Non-Profit)

Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

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

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

FIRST: Name of Corporation Schnee Learning Center

SECOND: Location Cuyahoga Falls Summit
(City) (County)

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

Check here if additional provisions are attached

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

THIRD: Purpose for which corporation is formed

See Exhibit A attached hereto and made a part hereof.

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

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

(Refer to Instructions if needed) Not Applicable (No. of Shares) (Type) (Par Value)

Completing the information in this section is optional

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

None
(Name)

(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

(City) (State) (Zip Code)

(Name)

(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

(City) (State) (Zip Code)


(Name)

(Street) *NOTE: P.O. Box Addresses are NOT acceptable.*

(City) (State) (Zip Code)

REQUIRED

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


Authorized Representative

7/22/05
Date

John F. Furniss III, Incorporator
(Print Name)

Authorized Representative

Date

(Print Name)

Authorized Representative

Date

(Print Name)

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

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the Incorporators of Schnec Learning Center hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

OSAC, Inc.

(Name)

100 S. Third Street

(Street)

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

Columbus

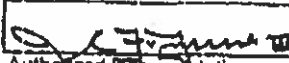
(City)

Ohio

43215

(Zip Code)

Must be authenticated by an authorized representative



Authorized Representative

John B. Furniss III

7/22/05

Date

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned,

OSAC, Inc.

, named herein as the

Statutory agent for,

Schnec Learning Center

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

OSAC, Inc.

Signature:


By: Alexander M. Brown Its: Assistant Secretary

**INITIAL ARTICLES OF INCORPORATION
FOR
SCHNEE LEARNING CENTER**

EXHIBIT A

THIRD:

PURPOSE

The purposes for which the Corporation is formed shall be:

To operate as an Ohio public community school described in Chapter 3314 of the Ohio Revised Code.

To provide instruction to Ohio school children.

To operate exclusively for educational and public purposes within the meaning of sections 501(c)(3) and 170(c)(1) of the Internal Revenue Code of 1986 (or any corresponding provision of any future United States internal revenue law, collectively referred to as the "Code").

To be organized and operated as a public benefit corporation, within the meaning of section 1702.01(P) of the Ohio Revised Code.

To engage in any lawful act, activity or business not contrary to and for which a public benefit corporation may be formed under the laws of the State of Ohio.

SIXTH:

RESTRICTIONS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private person, except that the Corporation shall be authorized to pay reasonable compensation for services rendered, to make payments in furtherance of the purposes of the Corporation and to make distributions to its member, except as prohibited by Ohio law, including any distribution upon dissolution of the Corporation.

Notwithstanding anything to the contrary in these Articles of Incorporation:

No substantial part of the activities of the Corporation shall be for carrying on propaganda, or otherwise attempting to influence legislation, except as otherwise provided in section 501(h) of the Code.

The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

The Corporation may not engage in any activity which is not permitted to be engaged in by an organization exempt from federal income tax under section 501(c)(3) of the Code or to which charitable contributions may be deducted pursuant to sections 170, 2055 or 2522 of the Code.

SEVENTH:

SOLE MEMBER

The sole member of the Corporation shall be the Cuyahoga Falls City School District Board of Education.

EIGHTH:
BOARD OF
DIRECTORS

The Corporation shall be controlled and managed under the direction of a Board of Directors ("Board").

NINTH:
CERTAIN
TRANSACTIONS

No person shall be disqualified from being a director of the Corporation because he or she is or may be a party to, and no director of the Corporation shall be disqualified from entering into, any contract or other transaction to which the Corporation is or may be a party.

No contract, action or other transaction shall be void or voidable for reason that any director or officer or other agent of the Corporation is a party thereto, or otherwise has any direct or indirect interest in such contract, action or transaction or in any other party thereto, or for reason that any interested director or officer or other agent of the Corporation authorizes or participates in authorization of such contract, action or transaction, provided that:

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the Board or applicable committee of directors at the time the contract, action or transaction is authorized and the directors or the members of the committee, in good faith reasonably justified by the facts, authorize the contract, action or transaction by at least a majority vote of the disinterested directors or disinterested members of the committee, even though such disinterested directors or members are less than a quorum; or

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the member at the time the contract, action or transaction is authorized and the member authorizes the contract, action or transaction; or

The contract, action or transaction (i) is not less favorable to the Corporation than an arm's length contract, action or transaction in which no director or officer or other agent of the Corporation has any interest or (ii) is otherwise fair to the Corporation as of the time it is authorized.

Any interested director may be counted in determining the presence of a quorum at any meeting of the Board or any committee thereof which authorizes the contract, action or transaction.

TENTH:
CESSATION OF
OPERATION AS
SCHOOL

In the event that, after the Corporation commences operation of a community school established pursuant to Chapter 3314 of the Ohio Revised Code, such school permanently closes and ceases its operation as a community school, then, within such period of time following such closure and cessation as the Board deems to be reasonable, but prior to any dissolution of the Corporation, the assets of the school shall be distributed in accordance with section 3314.074 of the Ohio Revised Code.

ELEVENTH:
DISSOLUTION

Upon dissolution of the Corporation, the assets of the Corporation remaining, if any, shall be conveyed to the Cuyahoga Falls City School District of Cuyahoga Falls, Ohio to be used exclusively for public purposes.

TWELFTH:
AMENDMENT

Any provision of these Articles of Incorporation may be amended by the sole member of the Corporation; provided that such amendment shall be consistent with the applicable provisions of Chapter 1702 and Chapter 3314 of the Ohio Revised Code.



Entity#: 1558412
Filing Type: CORPORATION FOR NON-PROFIT
Original Filing Date: 07/22/2005
Location: CUYAHOGA FALLS-
Business Name: SCHNEE LEARNING CENTER

Status: Active
Exp. Date: 04/17/2022

Agent/Registrant Information

NATIONAL REGISTERED AGENTS, INC.
4400 EASTON COMMONS WAY
SUITE 125
COLUMBUS OH 43219
04/17/2017
Active

Incorporator Information

JOHN F FURNISS III

Filings

Filing Type	Date of Filing	Document ID
DOMESTIC ARTICLES/NON-PROFIT	07/22/2005	200520602750
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	11/25/2009	200933401002
DOMESTIC AGENT ADDRESS CHANGE	02/06/2013	201303700038
DOMESTIC AGENT ADDRESS CHANGE	03/31/2017	201710204270
DOMESTIC AGENT ADDRESS CHANGE	04/17/2017	201710702856



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

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



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 25th of March, A.D. 2019

Ohio Secretary of State

Attachment 3



2222 Issaquah Street
Cuyahoga Falls, Ohio 44221
Phone: 330.922.1966
Fax: 330.945.4059
www.schneelearningcenter.org

Board of Directors Roster Schnee Learning Center

Paul	Colavecchio	Chairman	colas2000@yahoo.com
Jeff	Iula	Board Member	iulajeff@yahoo.com
Jessica	McCoy	Board Member	mccoyj@gojo.com
Gary	Miller	Board Member	millerg@kyocera-sgstool.com
Susan	Spinner	Board Member	sspinner68@gmail.com

"Molding Our Students to be Accepting, Insightful, and Compassionate"





2222 Issaquah Street
Cuyahoga Falls, Ohio 44221
Phone: 330.922.1966
Fax: 330.945.4059
www.schneelearningcenter.org

Board of Directors Vacancy

The office of any Director shall become vacant upon his or her death, failure to qualify, or removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind, or otherwise incompetent, by order of a court having jurisdiction.

A vacancy among the Board of Directors shall be filled by the appointment of a successor Director. Such appointment shall be made by a vote of the remaining Directors, though less than the whole authorized number of Directors.

"Molding Our Students to be Accepting, Insightful, and Compassionate"



Attachment 4

MASTER TABLE OF CONTENTS

0000 Definitions and Interpretive Guidelines for the School Manual

Section I: Governing Authority

1100 Foundation

1110 Mission Statement

1120 Statement of Vision

1200 Authority

1210 Legal Authority

1220 General Powers of the Governing Authority

1230 Additional Powers of the Governing Authority

1300 Code of Regulations

1300.1 Code of Regulations (**Form**)

1400 Governing Authority Members

1410 Eligibility and Background Check

1420 New Member Orientation

1430 Compensation

1440 Reimbursement of Governing Authority Members

1450 Ethics and Conflicts of Interest Policy

1450.1 Code of Ethics (**Form**)

- 1752 Annual Financial Report
- 1753 School Asset Policy
- 1754 Audit Committee
- 1755 Purchasing
- 1756 Credit Cards
- 1757 Duties and Responsibilities Related to Federal Grants
- 1758 Insurance Coverage
- 1760 Use of Mobile Phones for School Purposes
- 1770 Procedures Related to Independent Contractors
- 1780 Recapture of Payments Based on FTE
- 1790 Racial and Ethnic Balance
- 1800 Program-Related Duties and Other Managing Entities**
 - 1810 Development of Administrative Rules, Guidelines, and Procedures
 - 1820 Job Description Database
 - 1830 Development of School Curriculum

Section II: Support Services and Safety Policies

- 2100 Food Services**
 - 2110 Food Services Program
 - 2120 Federal Nutrition Programs
 - 2130 Wellness Policy
 - 2140 Nutritional Standards
 - 2150 Nutritional Guidelines
- 2200 General Wellness Services**
 - 2210 Health Screenings
 - 2220 Immunization Requirements
 - 2220.1 Schedule of Immunization Requirements **(Form)**
 - 2230 Medication Administration
 - 2230.1 Medication Request Form **(Form)**
 - 2230.2 Parental Notification Regarding Medications **(Form)**
 - 2240 Student Use of Inhalers and Epinephrine Autoinjectors

- 2520 Chemical Hazard Communication Program
- 2521 Integrated Pest Management Policy
- 2530 OSHA Exposure Control Plan
- 2540 Asbestos Hazards
 - 2540.1 Model Asbestos Management Plan (Form)
- 2550 Lead Poisoning Prevention
 - 2550.1 Lead Poisoning Prevention Brochure (Form)
- 2560 Chemical Hygiene
 - 2560.1 Chemical Hygiene Plan (Form)
 - 2560.2 Acknowledgement of Receipt of Chemical Hygiene Plan (Form)
- 2570 Hazard Review and Inspection
- 2600 **Building Security**
 - 2610 Building and Grounds Security
 - 2620 School Safety Plan
 - 2630 Crisis Management and Response Plan
 - 2640 Emergency Evacuation Drills
 - 2640.1 Record of Emergency Evacuation Drills (Form)
 - 2650 Bomb Threats
 - 2650.1 Bomb Threat Call Checklist (Form)
 - 2660 Weapons
 - 2660.1 Notice Prohibiting Weapons (Form)
 - 2670 Public Conduct on School Property

Section III: Instructional Duties and Obligations

- 3100 **Federal Program Compliance**
 - 3110 Equal Educational Opportunity
 - 3120 Title IX Compliance
 - 3120.1 Sample Title IX Grievance Procedure (Form)
 - 3130 Title I Compliance
 - 3130.1 Sample Title I Grievance Procedure (Form)
 - 3130.2 Title I/Title IX Complaint (Form)

- 3515** Required Documents upon Admission
 - 3515.1** Grandparent Power of Attorney **(Form)**
 - 3515.2** Caretaker Authorization Affidavit **(Form)**
 - 3515.3** Records Request of Certain Students **(Form)**
 - 3515.4** Records Request of Transferring Students **(Form)**
- 3516** Homeless Children and Youth Placement
 - 3516.1** Identification of Homeless Children and Youth Form **(Form)**
 - 3516.2** Appeal of School's Enrollment Decision **(Form)**
- 3520** School Assessments
 - 3521** Assessing Student Progress
 - 3522** Grading Policy
- 3530** State Assessments
 - 3531** State Assessments and Support
 - 3532** State Assessments Security & Ethics
 - 3533** Standards for the Ethical Use of Tests
 - 3533.1** Standards for Ethical Use of Tests **(Form)**
- 3540** Promotion and Retention of Students
- 3550** Core Curriculum Requirements
 - 3550.1** Ohio Core Curriculum Requirements - Notification **(Form)**
- 3551** Criteria for Awarding Diploma With Honors
- 3600** **Specialized Instruction Programs**
 - 3610** Program to Prevent Dropouts and Promote Reentry
 - 3620** Credit Flexibility Plan
 - 3630** School-to-Work Program
 - 3640** Migrant Student Program
 - 3650** Assisting English Language Learners and Immigrant Students
 - 3650.1** Guidelines for the Identification and Assessment of Limited English Proficient Students **(Form)**
 - 3660** Advanced Placement Program
 - 3670** College Credit Plus

General Powers of the Governing Authority

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

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

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

Ohio: R.C. 3314.01.

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

Authority

1200

Mission Statement

The Schnee Learning Center (SLC) provides an environment where students are willing and support to take risks. We value the unique abilities of each student and offer varied opportunities for individual growth, character development, and success.

Our goals are to further develop the academic standards and opportunities on campus, to operate economically and efficiently, to be responsive to the needs of our student body and parents, to reward excellence in instruction, to rise to the technology and the times in which we live, and to promote character and personal values in our students.

The SLC will strive to motivate, teach, and guide each student through personal educational growth and development. This will be accomplished by emphasizing the development of both academic and social skills. These skills will be developed and enhanced through researched programs and the use of the latest technology. Instruction will occur through an alternative approach to the regular school setting, designed to meet the student's individual needs. Social and personal skills development will be an integral part of the student's total school experience.

- 1640 Sunshine Law and Open Meeting Training
- 1700 Duties of the Governing Authority**
 - 1710 Development, Revision, and Distribution of Policies
 - 1720 Monitoring Compliance with Sponsor Contract
 - 1730 Duty to Report Certain School Information
 - 1740 Public Records Policies
 - 1741 Public Records Access Policy
 - 1741.1 Public Records Access Poster **(Form)**
 - 1741.2 Acknowledgement of Receipt of Public Records Access Policy **(Form)**
 - 1742 Internet Public Record Redaction Policy
 - 1742.1 Request to Redact Personal Information **(Form)**
 - 1743 Retention, Management, and Disposal of Records
 - 1743.1 Schedule of Records Retention and Disposition **(Form)**
 - 1743.2 Certificate of Records Disposal **(Form)**
 - 1750 Financial Duties and Responsibilities
 - 1751 Annual Budget
 - 1752 Annual Financial Report
 - 1753 School Asset Policy
 - 1754 Audit Committee
 - 1755 Purchasing
 - 1756 Credit Cards
 - 1757 Duties and Responsibilities Related to Federal Grants
 - 1758 Insurance Coverage
 - 1760 Use of Mobile Phones for School Purposes
 - 1770 Procedures Related to Independent Contractors
- 1800 Program-Related Duties and Other Managing Entities**
 - 1810 Development of Administrative Rules, Guidelines, and Procedures
 - 1820 Job Description Database
 - 1830 Development of School Curriculum

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

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

School. The Ohio nonprofit corporate entity formally known as Schnee Learning Center. As used herein, the following words and phrases are deemed to be synonymous: Schnee Learning Center, School, and Corporation.

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

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

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

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

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

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

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

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

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

6120 Volunteers

6130 Relations with Law Enforcement Agencies

6140 Student Fingerprinting

6200 Media

6210 Media Relations

6220 Crisis Media Management

- 5330** Benefits
- 5340** Paid School Holidays
- 5350** Time Off
- 5360** Family Medical Leave Act Policy
- 5370** Severance Pay Policy: Classified Staff
- 5400 Behavioral Expectations and Responsibilities**
 - 5410** Behavioral Expectations
 - 5411** Dress and Grooming
 - 5412** Social Computing
 - 5413** Mobile Phone Use
 - 5414** Receiving Gifts
 - 5415** Conflicts of Interest
 - 5420** Drug and Alcohol Policies
 - 5420.1** No Smoking Sign
 - 5430** Encountering Threatening Behavior
 - 5440** Student Responsibilities and Obligations
 - 5441** Staff and Student Boundaries
 - 5442** School Safety
 - 5443** Reporting Accidents & Treating Injuries
 - 5443.1** Accident Report Form **(Form)**
 - 5444** Reporting Suspected and Actual Child Abuse & Neglect
 - 5445** Student Transportation in a Private Vehicle
 - 5445.1** Request for Authorization to Transport Students in a Private Vehicle **(Form)**
 - 5445.2** Transportation in a Private Vehicle **(Form)**
 - 5445.3** Authorized Driver Form **(Form)**
 - 5450** Administrative Responsibilities
 - 5451** Contracts & Leasing; Purchasing
 - 5452** Reimbursement of Staff Members
 - 5453** School Equipment - Use and Return

- 4201 Attendance, Absence, & Truancy
- 4203 Emergency School Closings & Calamity Days
- 4300 Graduation**
 - 4301 Graduation Requirements
- 4400 Student Code of Conduct**
 - 4410 Student Code of Conduct and Infraction Table
 - 4410.1 Student Bill of Rights & Responsibilities
 - 4420 Dress and Grooming
 - 4430 Internet & Technology Acceptable Use
 - 4440 Use of Mobile Electronic Devices
 - 4450 Student Symbolic Expression
 - 4460 Assembling & Disorder
 - 4470 Drugs, Alcohol, and Tobacco
 - 4480 Pregnant Students & Students with Children
 - 4490 Search and Seizure
- 4500 Student Discipline**
 - 4510 Tiered Student Discipline Program
 - 4520 Transportation Discipline
 - 4530 Suspension & Expulsion Policy
 - 4540 Disciplining A 504 Student
 - 4550 Suspension & Expulsion Policy for Students with Disabilities
 - 4560 Positive Behavior Intervention Supports, Restraint, Seclusion, and Prohibited Practices
- 4600 Student Activities**
 - 4610 Student Publications Sponsored by the School
 - 4620 Student Groups & Activities
 - 4630 School-Sponsored Trips
 - 4630.1 Field Trip Permission Form **(Form)**
 - 4640 Fundraising Activities and Projects
 - 4650 Use of School Facilities by Non-School Sponsored Clubs & Activities

General Powers of the Governing Authority

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

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

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

Ohio: R.C. 3314.01.

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

Code of Regulations

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

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

Governing Authority Members

1400

Discretion to Approve Membership

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

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

Compensation

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

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

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

Ethics and Conflicts of Interest Policy

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

Ethics Laws

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

No governing authority member, official, or employee shall:

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

For purposes of this policy:

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

Code of Ethics

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

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

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

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

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

Mandatory Periodic Ethical Review

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

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

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

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

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

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

Annual Disclosure Statement

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

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

Background Check

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

Discretion to Approve Membership

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

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

Governing Authority Meetings

1500

Public Meetings and Notification

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

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

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

Regularly Scheduled Meetings

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

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

Special Meetings

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

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

Emergency Meetings

Executive Sessions

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

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

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

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

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

Ohio: R.C. 121.22.

Method of Voting

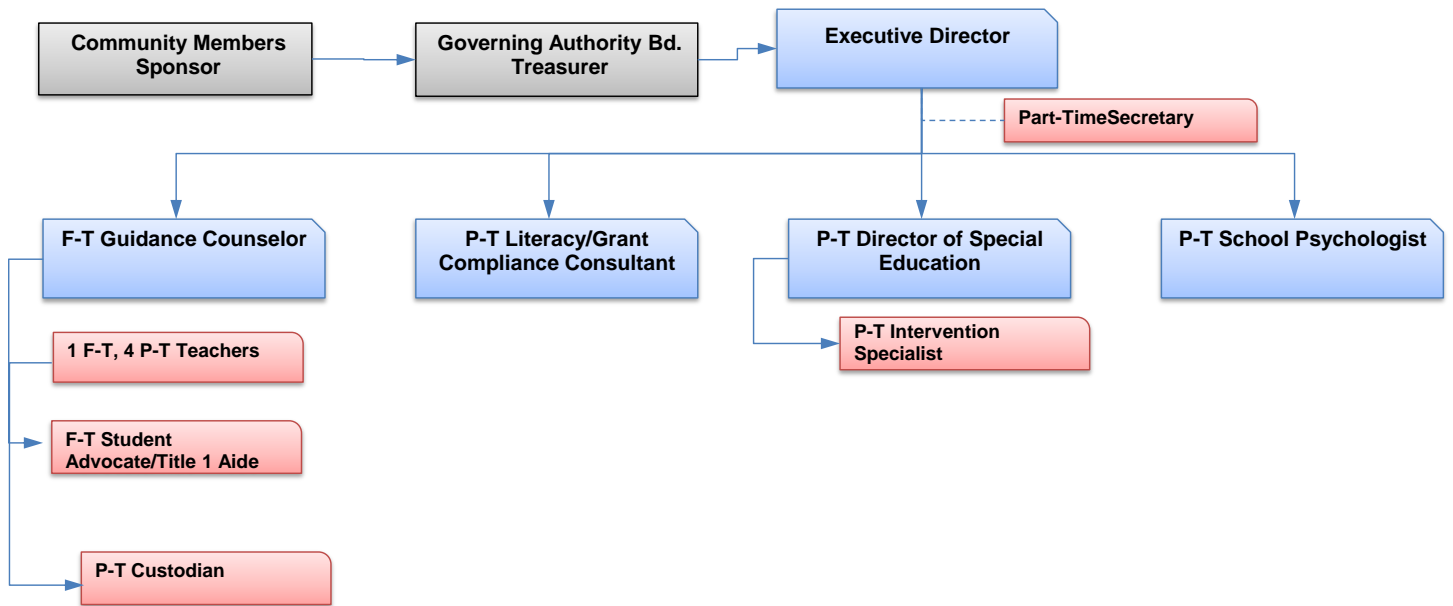
Except as specifically required by statute, this Policy Manual, and the Code of Regulations, a motion shall be considered passed upon an affirmative majority vote of all Governing Authority Members *present*.

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

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

Attachment 5

Schnee Learning Center Organizational Chart



SUMMIT EDUCATIONAL SERVICE CENTER
JOB DESCRIPTION

Position: **CLASSROOM ASSISTANT (PARAPROFESSIONAL)** **File 16**

Reports to: Assigned administrator/supervisor **FLSA Status:** Non Exempt

Job Objective: Provides student services consistent with the organization's mission and legal requirements.

Minimum Qualifications:

- Valid state department of education license/permit as determined at the time of appointment.
- Meets mandated state/federal criteria (i.e., approved degree, completion of requisite higher education credit hours/courses, or acceptable score on an authorized professional standard test).
- Displays flexibility, reliability, self-discipline and a willingness to take on challenging tasks.
- Embodies high ethical standards/integrity. Accepts responsibility for personal decisions/conduct.
- Maintains a record free of criminal violations that would prohibit public school employment.
- Nonviolent Crisis Intervention (CPI) training may be required for some assignments.

Physical Demands: Duties may require lifting/moving up to forty pounds and providing assistance to students with mobility limitations.

NOTE: Training in blood-borne pathogen/communicable disease, child abuse/neglect, CPR, and first aid/injury prevention may be required as a condition of employment. Some positions require specialized skills using communication boards, sign language, finger spelling, etc.

Essential Functions:

- 1. Arrives prepared to start working on time. Follows established sign in/out procedures for assigned location. Complies with program and/or building work hours/schedules.**
 - Performs non-teaching classroom support services as a collaborative member of the educational team to help students benefit from relevant developmental programs.
 - Prepares/distributes classroom materials. Prepares program equipment for use (e.g., computers, media resources, etc.). Keeps program areas orderly. Cleans/maintains equipment as directed.
 - Assists with classroom records (e.g. attendance, etc.). Verifies the accuracy of data as directed.
 - Provides student assistance with daily living activities, behavior management, discrete trial training, instructional support, social skills training, task redirection, etc., as directed.
 - Assists individuals and small student groups with remedial or enrichment activities.
 - Reinforces instructional objectives introduced by the teacher.
 - Helps students assimilate into the school environment. Implements classroom modifications and/or accommodations identified in Individualized Education Plans (IEP) under the direction and supervision of the teacher.
 - Works with program staff to identify student assistance strategies most likely to be effective.
 - Helps students manage the learning environment (e.g., access/proximity to activities, assistive technology, augmentative devices, mobility assistance, use of instructional/media resources, etc.).
 - Encourages student accountability, active participation, cooperation, punctuality, dependability, etc.
 - Attends to student concerns discreetly when assistance is requested.
 - Assists students with personal care (e.g., catheterization, changing clothing, diapering, toileting, etc.) as trained by a health care professional. Follows standard hygiene/sanitation procedures.
 - Assists with non-classroom activities (e.g., arrival/departure, lunch, recess, field trips, etc.).
- 2. Exemplifies professionalism. Fosters goodwill to enhance the educational service center and member district's public images.**
 - Complies with drug-free workplace rules, board policies and administrative guidelines/procedures.
 - Develops mutually respectful relationships with co-workers. Functions as part of a cohesive team.
 - Maintains a professional appearance. Wears work attire appropriate for the position.
 - Maintains an acceptable attendance record and is punctual.
 - Performs all aspects of the job. Contributes to an effective working/learning environment.
 - Respects privacy. Maintains the confidentiality of privileged information.
 - Works effectively with minimal supervision. Performs tasks efficiently to meet deadlines.
- 3. Maintains open/effective communications. Serves as a reliable information resource.**
 - Prepares and maintains accurate records. Submits required paperwork on time.

- Provides prompt notification of personal delays or absences.
- Refers policy interpretation questions to an appropriate administrator.
- Seeks clarification when directives are unclear.
- Uses active listening/problem-solving techniques. Respects diversity. Resolves issues tactfully.

4. Pursues opportunities to enhance personal performance.

- Keeps current with professional standards associated with work duties.
- Updates skills as needed to use task-appropriate technology effectively.

5. Takes precautions to protect student and staff safety. Helps supervisors manage risks.

- Maintains high standards for appropriate conduct. Takes action to address harassment and/or aggressive behavior. Complies with board procedures and federal/state laws when dealing with discrimination, inappropriate behavior and/or suspected child abuse/neglect.
- Uses positive behavioral support techniques to manage student behavior.

6. Performs other specific job-related duties as directed.

- Assists with unexpected and/or urgent situations as needed.
- Helps implement workplace initiatives that advance organizational goals.

**Working
Conditions:**

Safety is essential to job performance. Employees must comply with applicable workplace safety regulations, health laws and board procedures ***if duties involve any the following situations:***

- Encounters with angry, rude and/or unpleasant individuals.
- Exposure to air-borne particulates, chemicals, combustible materials, electrical hazards, equipment vibrations, noise, moving mechanical parts, odors and/or slippery/uneven surfaces.
- Exposure to blood-borne pathogens and/or communicable diseases.
- Exposure to weather conditions and/or temperature extremes.
- Extensive standing/sitting. Frequent balancing, bending, climbing, crouching, kneeling, or reaching.
- Operating equipment and/or riding in a vehicle. Working in or near vehicular traffic.
- Performing physically demanding tasks that require strength, stamina and/or repetitive movements.
- Traveling to meetings and work assignments.
- Working at heights, in confined spaces and/or under diminished lighting.

The Summit Educational Service Center is an equal opportunity employer. This document identifies typical job functions and is not intended to be an exhaustive list of all possible work duties. Employee performance is evaluated according to board policy, administrative procedures and current contractual agreements.

NOTE: ESC employees follow member school district calendars/hours of operations when providing on-site contractual services.

© 2015 Whittle Consulting Group, LTD.

SUMMIT EDUCATIONAL SERVICE CENTER
JOB DESCRIPTION

Position:	DIRECTOR	File 26
Reports to:	Assigned administrator/supervisor	FLSA Status: Exempt
Job Objective:	Directs the provision and improvement of assigned educational programs/services.	
Minimum	· Holds Master's degree in related field.	
Qualifications:	· Holds and maintains required state department of education credentials. Demonstrates the ability to advance organizational objectives and the cultural environment through program improvements based on evaluated data and research-based best practices. · Analyzes and presents professional information in a clear and easy-to-read format. · Displays flexibility, reliability, self-discipline and a willingness to take on challenging tasks. · Effective supervisory, communication, problem-solving and time management skills. · Embodies high ethical standards/integrity. Accepts responsibility for personal decisions/conduct. · Maintains a record free of criminal violations that would prohibit public school employment.	
Essential Functions:	1. Professionally manages assigned programs/services. Actively supervises department staff. Establishes appropriate levels of employee autonomy and accountability. · Directs the development, delivery and advancement of educational programs/services consistent with the organization's mission and legal requirements. Helps implement a shared vision of learning that supports continuous measurable improvements in student achievement. · Efficiently manages concurrent responsibilities. Prioritizes and completes assigned tasks within required time-frames. Develops effective solutions for work-related problems. · Serves as an adviser to the superintendent and active member of the administrative team. · Facilitates program compliance with all pertinent local, state and federal laws. · Oversees the collection of accurate program data and the timely processing of required paperwork. · Recruits highly-qualified department staff. Oversees departmental orientation programs. · Assumes responsibility for the results of delegated duties. Evaluates/documents staff performance. · Coordinates the development of a collaborative improvement planning process that capitalizes on existing school and community-based resources students need to succeed in school and life skills. · Facilitates collaborative planning of department and special project committee meetings. · Implements the board-approved budget as assigned. Requisitions materials/services. Monitors vendor pricing to control costs. Manages the judicious use of program resources. · Identifies/secures consultants and other resources necessary to attain program objectives. · Upholds fiscal accountability standards. Prepares revenue/expense projections as requested. · Uses performance-based safety standards to plan for the replacement of equipment. · Works with the superintendent and treasurer to align budget proposals with service center goals. · Keeps current with state standards/guidelines and school improvement priorities (e.g., curriculum alignment, effective school management, evaluation-driven continuous improvement efforts, evidence-based teaching/learning strategies, positive school environments, etc.). · Promotes collaborative teamwork and accountability at all system levels. · Works with staff to develop high quality standards-based curriculum guides and courses of study. · Monitors literature on teaching effectiveness. Disseminates/models best practices information. · Provides high quality professional development programs that increase staff competencies and confidence. Models teaching techniques/best practices. Uses a variety of strategies to help teachers improve pupil management, organizational and instructional skills (e.g., coaching, communities of practice, consultation, lesson study, mentoring, etc.). · Uses longitudinal analysis of test results to identify emerging student needs, relationships between interventions, achievements and time forecasts for students to master expected skills. · Helps stakeholders use data-driven planning and shared decision making processes to design and prioritize focused objectives based on a comprehensive analysis of local needs and opportunities. · Identifies opportunities to strengthen/expand programs that motivate students to succeed in school (e.g., higher achievement standards, upgraded academic core/concentration, integrated real-world and work-based learning options, cross-disciplinary and research-based instruction, individualized guidance/support systems, etc.).	

- Helps stakeholders embed an evaluation process in the design of program implementation strategies. Develops procedures to integrate program efficacy/sustainability improvements.
- Helps teachers utilize best practices in lesson design and classroom delivery.
- Evaluates operational performance. Identifies short/long-range program needs and opportunities.

2. Exemplifies professionalism. Fosters goodwill to enhance the educational service center and member district's public images.

- Acts in accordance with *the Licensure Code of Professional Conduct for Ohio Educators*.
- Cultivates relationships that promote a strong commitment of public support for the educational service center and member districts.
- Develops mutually respectful relationships with co-workers. Functions as part of a cohesive team.
- Enforces drug-free workplace rules, board policies and administrative guidelines/procedures.
- Maintains a professional appearance. Wears work attire appropriate for the position.
- Maintains an acceptable attendance record and is punctual.
- Performs all aspects of the job. Sustains effective working/learning environments.
- Respects privacy. Maintains the confidentiality of privileged information.

3. Maintains open/effective communications. Serves as a reliable information resource.

- Provides prompt notification of personal delays or absences.
- Uses active listening/problem-solving techniques. Respects diversity. Resolves issues tactfully.
- Works with staff to ensure shared resources are used effectively.

4. Pursues opportunities to enhance personal performance.

- Keeps current with professional standards associated with work duties.
- Updates skills as needed to use task-appropriate technology effectively.

5. Keeps informed about workplace safety procedures. Initiates action to manage risks.

- Helps update and implement emergency preparedness/crisis response plans.
- Maintains high standards for appropriate conduct. Takes action to address harassment and/or aggressive behavior. Complies with board procedures and federal/state laws when dealing with discrimination, inappropriate behavior and/or suspected child abuse/neglect.
- Uses positive behavioral support techniques to manage student behavior.

6. Performs other specific job-related duties as directed.

- Coordinates and actively participates in staff responses to unexpected and/or urgent situations.
- Implements workplace initiatives that advance organizational goals.

**Working
Conditions:**

Safety is essential to job performance. Employees must comply with applicable workplace safety regulations, health laws and board procedures ***if duties involve any the following situations:***

- Encounters with angry, rude and/or unpleasant individuals.
- Exposure to air-borne particulates, chemicals, combustible materials, electrical hazards, equipment vibrations, noise, moving mechanical parts, odors and/or slippery/uneven surfaces.
- Exposure to blood-borne pathogens and/or communicable diseases.
- Exposure to weather conditions and/or temperature extremes.
- Extensive standing/sitting. Frequent balancing, bending, climbing, crouching, kneeling, or reaching.
- Operating equipment and/or riding in a vehicle. Working in or near vehicular traffic.
- Performing physically demanding tasks that require strength, stamina and/or repetitive movements.
- Traveling to meetings and work assignments.
- Working at heights, in confined spaces and/or under diminished lighting.

The Summit Educational Service Center is an equal opportunity employer. This document identifies typical job functions and is not intended to be an exhaustive list of all possible work duties. Employee performance is evaluated according to board policy, administrative procedures and current contractual agreements.

NOTE: ESC employees follow member school district calendars/hours of operations when providing on-site contractual services.

© 2015 Whittle Consulting Group, LTD.

SUMMIT EDUCATIONAL SERVICE CENTER
JOB DESCRIPTION

Position:	SCHOOL COUNSELOR	File 44
Reports to:	Assigned administrator/supervisor	FLSA Status: Exempt
Job Objective:	Plans/implements a comprehensive developmental guidance and counseling program consistent with the organization's mission and legal requirements.	
Minimum Qualifications:	<ul style="list-style-type: none">· Holds and maintains required state department of education credentials.· Displays flexibility, reliability, self-discipline and a willingness to take on challenging tasks.· Effective communication, problem-solving and time management skills.· Embodies high ethical standards/integrity. Accepts responsibility for personal decisions/conduct.· Maintains a record free of criminal violations that would prohibit public school employment.· Nonviolent Crisis Intervention (CPI) training may be required for some assignments.	
Essential Functions:	<p>1. Provides preventive and developmental counseling to help students enhance decision-making skills that support academic, personal, and social growth.</p> <ul style="list-style-type: none">· Assists with program planning. Identifies opportunities to enhance student learning.· Contributes to the development of dropout prevention, re-entry and school completion programs.· Collaborates with staff to identify students struggling with academic and/or social-emotional issues. Helps investigate student concerns (e.g., abuse/neglect, attendance, discrimination, domestic violence, emotional/behavioral issues, pregnancy, parenting, poverty, self-esteem, substance abuse, etc.). Initiates contact with parents, appropriate school personnel and/or community resources to address student concerns.· Allots time for individual/group and classroom counseling. Helps students improve personal skills (e.g., accountability, interpersonal communication, responsible behavior, self-confidence, etc.).· Participates in a differentiated referral system (i.e., informal intervention process) that allows staff/parents to request a consultation and/or student evaluation.· Collaboratively resolves problems that impede student learning. Identifies teaching techniques, interventions and aligned resources best suited for each student.· Serves as a resource for 504 plan development/implementation.· Facilitates inclusion as the preferred placement method for students with special needs.· Works with staff to monitor intervention efficacy. Recommends modifications as needed.· Advocates for students. Observes student demeanor. Investigates/reports atypical behavior.· Helps students make appropriate choices and grow academically. Promotes creativity, critical-thinking, cultural awareness, democratic values, empathy, ethical conduct, and self-reliance skills.· Coordinates implementation of required state and organizational/program assessments. <p>Elementary-Level Duties when assigned:</p> <ul style="list-style-type: none">· Supports student social-emotional skill development.· Implements structured student core ethical values education.· Helps students understand the interrelationships between citizenship, school, work and family life.· Facilitates student transitions (e.g., program placements, promotion to the next grade level, etc.). <p>Secondary-Level Duties when assigned:</p> <ul style="list-style-type: none">· Coordinates the preparation of the master schedule and curriculum guide.· Monitors academic eligibility for student participation in athletic programs.· Facilitates student transitions (e.g., alternative programs, promotion/graduation, school to work, post-secondary program enrollment, employment, etc.).· Guides students in the investigation of individualized educational, vocational and personal goals.· Helps students identify personal competencies/interests. Helps students use career resource materials to understand academic requirements associated with post-secondary objectives.· Coordinates student readiness planning and testing activities (e.g., ACT Aspire, SAT, etc.).· Facilitates student exploration and enrollment in career-technical programs.· Provides employment and post-secondary training information (e.g., college, university, technical, proprietary schools; military services, etc.). Updates scholarships and financial aid information.	

2. Exemplifies professionalism. Fosters goodwill to enhance the educational service center and member district's public images.

- Acts in accordance with the Licensure Code of Professional Conduct for Ohio Educators.
- Complies with drug-free workplace rules, board policies and administrative guidelines/procedures.
- Develops mutually respectful relationships with co-workers. Functions as part of a cohesive team.
- Encourages community involvement in school-sponsored activities.
- Maintains a professional appearance. Wears work attire appropriate for the position.
- Maintains an acceptable attendance record and is punctual.
- Participates in the development of best practices and advancement of academic standards.
- Performs all aspects of the job. Contributes to an effective working/learning environment.
- Respects privacy. Maintains the confidentiality of privileged information.

3. Maintains open/effective communications. Serves as a reliable information resource.

- Prepares and maintains accurate records. Submits required paperwork on time.
- Provides prompt notification of personal delays or absences.
- Refers policy interpretation questions to an appropriate administrator.
- Uses active listening/problem-solving techniques. Respects diversity. Resolves issues tactfully.

4. Pursues opportunities to enhance personal performance.

- Keeps current with professional standards associated with work duties.
- Updates skills as needed to use task-appropriate technology effectively.

5. Takes precautions to protect student and staff safety. Helps supervisors manage risks.

- Implements effective pupil management procedures. Provides appropriate student supervision.
- Maintains high standards for appropriate conduct. Takes action to address harassment and/or aggressive behavior. Complies with board procedures and federal/state laws when dealing with discrimination, inappropriate behavior and/or suspected child abuse/neglect.
- Uses positive behavioral support techniques to manage student behavior.

6. Performs other specific job-related duties as directed.

- Assists with unexpected and/or urgent situations as needed.
- Helps implement workplace initiatives that advance organizational goals.

**Working
Conditions:**

Safety is essential to job performance. Employees must comply with applicable workplace safety regulations, health laws and board procedures *if duties involve any the following situations:*

- Encounters with angry, rude and/or unpleasant individuals.
- Exposure to air-borne particulates, chemicals, combustible materials, electrical hazards, equipment vibrations, noise, moving mechanical parts, odors and/or slippery/uneven surfaces.
- Exposure to blood-borne pathogens and/or communicable diseases.
- Exposure to weather conditions and/or temperature extremes.
- Extensive standing/sitting. Frequent balancing, bending, climbing, crouching, kneeling, or reaching.
- Operating equipment and/or riding in a vehicle. Working in or near vehicular traffic.
- Performing physically demanding tasks that require strength, stamina and/or repetitive movements.
- Traveling to meetings and work assignments.
- Working at heights, in confined spaces and/or under diminished lighting.

The Summit Educational Service Center is an equal opportunity employer. This document identifies typical job functions and is not intended to be an exhaustive list of all possible work duties. Employee performance is evaluated according to board policy, administrative procedures and current contractual agreements.

NOTE: ESC employees follow member school district calendars/hours of operations when providing on-site contractual services.

SUMMIT EDUCATIONAL SERVICE CENTER
JOB DESCRIPTION

Position:	INTERVENTION SPECIALIST	File 33
Reports to:	Assigned administrator/supervisor	FLSA Status: Exempt
Job Objective:	Develops student learning experiences using differentiated curricula and instructional strategies.	
Minimum Qualifications:	<ul style="list-style-type: none">· Holds and maintains required state department of education credentials.· Displays flexibility, reliability, self-discipline and a willingness to take on challenging tasks.· Effective communication, problem-solving and time management skills.· Embodies high ethical standards/integrity. Accepts responsibility for personal decisions/conduct.· Maintains a record free of criminal violations that would prohibit public school employment.· Nonviolent Crisis Intervention (CPI) training may be required for some assignments.	
Essential Functions:	<p>1. Arrives prepared to start working on time. Follows established sign in/out procedures for assigned location. Complies with program and/or building work hours/schedules.</p> <ul style="list-style-type: none">· Maintains a thorough understanding of subject matter and pedagogy. Organizes subject content and learning goals that support high levels of student achievement.· Works closely with other service providers to support unified classroom lessons.· Implements strategies to improve family involvement and support for program activities.· Prepares instructional materials. Teaches assigned students and subject matters as scheduled.· Develops and implements lesson plans aligned with state standards and district curriculum goals.· Evaluates student academic needs and learning styles.· Varies instructional techniques to effectively advance student learning.· Facilitates the integration of technology innovations in all areas of the curriculum.· Utilizes formal and informal assessment strategies to monitor student progress.· Uses a data-driven approach to analyze assessments. Provides effective feedback to students.· Identifies alternative approaches/accommodations as needed (e.g., differentiated curricula, equipment adaptations, extended time, study guides, reading/transcribing assistance, etc.).· Collaboratively resolves problems that impede student learning. Plans/implements interventions that produce tangible evidence-based benefits. Implements modifications as needed.· Facilitates inclusion as the preferred placement method for students with special needs.· Conducts academic assessments for evaluations as requested.· Facilitates Individualized Education Program (IEP) meetings. Prepares draft and final IEPs.· Prepares and transmits legally compliant special education documents by required deadlines.· Participates in manifestation determination and functional behavior assessments meetings.· Advocates for students. Observes student demeanor. Investigates/reports atypical behavior.· Helps students make appropriate choices and grow academically. Promotes creativity, critical-thinking, cultural awareness, democratic values, empathy, ethical conduct, and self-reliance skills.· Evaluates student achievement/performance. Prepares progress reports.· Substantiates data on IEP goals/objectives as required.· Regularly communicates academic, behavioral and social-emotional related matters to parents.· Proctors state and district testing activities. Upholds mandated security procedures.· Identifies alternative assessment methods when warranted.· Ensures student lists and teaching materials are readily available for substitutes. <p>2. Exemplifies professionalism. Fosters goodwill to enhance the educational service center and member district's public images.</p> <ul style="list-style-type: none">· Acts in accordance with the Licensure Code of Professional Conduct for Ohio Educators.· Complies with drug-free workplace rules, board policies and administrative guidelines/procedures.· Develops mutually respectful relationships with co-workers. Functions as part of a cohesive team.· Encourages community involvement in school-sponsored activities.· Maintains a professional appearance. Wears work attire appropriate for the position.· Maintains an acceptable attendance record and is punctual.· Participates in the development of best practices and advancement of academic standards.· Performs all aspects of the job. Contributes to an effective working/learning environment.	

- Respects privacy. Maintains the confidentiality of privileged information.

3. Maintains open/effective communications. Serves as a reliable information resource.

- Prepares and maintains accurate records. Submits required paperwork on time.
- Provides prompt notification of personal delays or absences.
- Refers policy interpretation questions to an appropriate administrator.
- Uses active listening/problem-solving techniques. Respects diversity. Resolves issues tactfully.

4. Pursues opportunities to enhance personal performance.

- Keeps current with professional standards associated with work duties.
- Updates skills as needed to use task-appropriate technology effectively.

5. Takes precautions to protect student and staff safety. Helps supervisors manage risks.

- Implements effective pupil management procedures. Provides appropriate student supervision.
- Maintains high standards for appropriate conduct. Takes action to address harassment and/or aggressive behavior. Complies with board procedures and federal/state laws when dealing with discrimination, inappropriate behavior and/or suspected child abuse/neglect.
- Uses positive behavioral support techniques to manage student behavior.

6. Performs other specific job-related duties as directed.

- Assists with unexpected and/or urgent situations as needed.
- Helps implement workplace initiatives that advance organizational goals.

**Working
Conditions:**

Safety is essential to job performance. Employees must comply with applicable workplace safety regulations, health laws and board procedures ***if duties involve any the following situations:***

- Encounters with angry, rude and/or unpleasant individuals.
- Exposure to air-borne particulates, chemicals, combustible materials, electrical hazards, equipment vibrations, noise, moving mechanical parts, odors and/or slippery/uneven surfaces.
- Exposure to blood-borne pathogens and/or communicable diseases.
- Exposure to weather conditions and/or temperature extremes.
- Extensive standing/sitting. Frequent balancing, bending, climbing, crouching, kneeling, or reaching.
- Operating equipment and/or riding in a vehicle. Working in or near vehicular traffic.
- Performing physically demanding tasks that require strength, stamina and/or repetitive movements.
- Traveling to meetings and work assignments.
- Working at heights, in confined spaces and/or under diminished lighting.

The Summit Educational Service Center is an equal opportunity employer. This document identifies typical job functions and is not intended to be an exhaustive list of all possible work duties. Employee performance is evaluated according to board policy, administrative procedures and current contractual agreements.

NOTE: ESC employees follow member school district calendars/hours of operations when providing on-site contractual services.

From: [Taylor, Karen](#)
To: [Businger, Maureen](#)
Cc: [Pallija, Anthony](#)
Subject: Fw: Job Descriptions
Date: Tuesday, May 12, 2020 1:33:35 PM
Attachments: [Director.pdf](#)
[Intervention Specialist.pdf](#)
[Classroom Assistant.pdf](#)
[Teacher_GenEd.docx.pdf](#)
[Guidance Counselor.pdf](#)
[School Psych.pdf](#)
[SecretaryI_II.pdf](#)

Hi Maureen,

The Director job description is generic, and serves for both the Executive Director and Special Education Director Position. The Classroom Assistant description serves as the Title 1 Aide description. The SCESC is in the process of revising all, but they are not yet available.

Thank you,

Karen

Karen S. Taylor, Ed.S.

Consultant
Schnee Learning Center
2222 Issaquah St.
Cuyahoga Falls, OH 44221
330.922.1966 ext. 502513
Fax: 330.945.4059
Cellular 330.853.7642

NOTICE: This message, including any attachments, and your response to it, may constitute a public record under O.R.C. §149.43. This message may contain personally identifiable information about public school students under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. Any unauthorized disclosure, copying, printing, distribution or the taking of any action in reliance on the contents of the information contained in this message is strictly prohibited. All messages sent, received or stored on Cuyahoga Falls City School District Board of Education equipment are the property of the Board, may be accessed and inspected by the Board at any time, with or without cause, and may be subject to the Board's records retention policy.

CAUTION: This is an external email and may not be safe. If the email looks suspicious, please do not click links or open attachments and forward the email to csc@ohio.gov or click the Phish Alert Button if available.

SUMMIT EDUCATIONAL SERVICE CENTER
JOB DESCRIPTION

Position:	SCHOOL PSYCHOLOGIST	File 46
Reports to:	Assigned administrator/supervisor	FLSA Status: Exempt
Job Objective:	Provides psycho-educational assessments, intervention planning and consultation services consistent with the organization's mission and legal requirements.	
Minimum Qualifications:	<ul style="list-style-type: none">· Holds and maintains required state department of education credentials.· Displays flexibility, reliability, self-discipline and a willingness to take on challenging tasks.· Effective communication, problem-solving and time management skills.· Embodies high ethical standards/integrity. Accepts responsibility for personal decisions/conduct.· Maintains a record free of criminal violations that would prohibit public school employment.· Nonviolent Crisis Intervention (CPI) training may be required for some assignments.	
Essential Functions:	<p>1. Provides student assessments to identify developmental, learning, behavioral and/or mental health problems. Develops interventions to prevent/remediate identified concerns.</p> <ul style="list-style-type: none">· Assists with program planning. Identifies opportunities to enhance student learning.· Contributes to the development of dropout prevention, re-entry and school completion programs.· Conducts evaluations for early entrance, gifted and non-public school programs.· Collaborates with staff to identify students struggling with academic and/or social-emotional issues. Helps investigate student concerns (e.g., abuse/neglect, attendance, discrimination, domestic violence, emotional/behavioral issues, pregnancy, parenting, poverty, self-esteem, substance abuse, etc.). Initiates contact with parents, appropriate school personnel and/or community resources to address student concerns.· Coordinates the evaluation process and parent/student conferences.· Administers/interprets diagnostic tests. Recommends student services relevant to needs.· Allots time for individual/group and classroom counseling. Helps students improve personal skills (e.g., accountability, interpersonal communication, responsible behavior, self-confidence, etc.).· Participates in a differentiated referral system (i.e., informal intervention process) that allows staff/parents to request a consultation and/or student evaluation.· Collaboratively resolves problems that impede student learning. Develops interventions that produce tangible evidence-based benefits.· Conducts and/or participates in manifestation determination and functional behavior assessments.· Evaluates students for Section 504 needs and prepares an accommodation plan. Serves as a parent/staff resource for plan implementation.· Facilitates inclusion as the preferred placement method for students with special needs.· Helps staff with Individualized Education Plans (IEP).· Completes Evaluation Team Reports (ETR) by required deadlines.· Works with staff to monitor intervention efficacy. Recommends modifications as needed.· Advocates for students. Observes student demeanor. Investigates/reports atypical behavior.· Helps students make appropriate choices and grow academically. Promotes creativity, critical-thinking, cultural awareness, democratic values, empathy, ethical conduct, and self-reliance skills. <p>2. Exemplifies professionalism. Fosters goodwill to enhance the educational service center and member district's public images.</p> <ul style="list-style-type: none">· Acts in accordance with the Licensure Code of Professional Conduct for Ohio Educators.· Complies with drug-free workplace rules, board policies and administrative guidelines/procedures.· Develops mutually respectful relationships with co-workers. Functions as part of a cohesive team.· Encourages community involvement in school-sponsored activities.· Maintains a professional appearance. Wears work attire appropriate for the position.· Maintains an acceptable attendance record and is punctual.· Participates in the development of best practices and advancement of academic standards.· Performs all aspects of the job. Contributes to an effective working/learning environment.· Respects privacy. Maintains the confidentiality of privileged information.	

3. Maintains open/effective communications. Serves as a reliable information resource.

- Prepares and maintains accurate records. Submits required paperwork on time.
- Provides prompt notification of personal delays or absences.
- Refers policy interpretation questions to an appropriate administrator.
- Uses active listening/problem-solving techniques. Respects diversity. Resolves issues tactfully.

4. Pursues opportunities to enhance personal performance.

- Keeps current with professional standards associated with work duties.
- Updates skills as needed to use task-appropriate technology effectively.

5. Takes precautions to protect student and staff safety. Helps supervisors manage risks.

- Implements effective pupil management procedures. Provides appropriate student supervision.
- Maintains high standards for appropriate conduct. Takes action to address harassment and/or aggressive behavior. Complies with board procedures and federal/state laws when dealing with discrimination, inappropriate behavior and/or suspected child abuse/neglect.
- Uses positive behavioral support techniques to manage student behavior.

6. Performs other specific job-related duties as directed.

- Assists with unexpected and/or urgent situations as needed.
- Helps implement workplace initiatives that advance organizational goals.

**Working
Conditions:**

Safety is essential to job performance. Employees must comply with applicable workplace safety regulations, health laws and board procedures ***if duties involve any the following situations:***

- Encounters with angry, rude and/or unpleasant individuals.
- Exposure to air-borne particulates, chemicals, combustible materials, electrical hazards, equipment vibrations, noise, moving mechanical parts, odors and/or slippery/uneven surfaces.
- Exposure to blood-borne pathogens and/or communicable diseases.
- Exposure to weather conditions and/or temperature extremes.
- Extensive standing/sitting. Frequent balancing, bending, climbing, crouching, kneeling, or reaching.
- Operating equipment and/or riding in a vehicle. Working in or near vehicular traffic.
- Performing physically demanding tasks that require strength, stamina and/or repetitive movements.
- Traveling to meetings and work assignments.
- Working at heights, in confined spaces and/or under diminished lighting.

The Summit Educational Service Center is an equal opportunity employer. This document identifies typical job functions and is not intended to be an exhaustive list of all possible work duties. Employee performance is evaluated according to board policy, administrative procedures and current contractual agreements.

NOTE: ESC employees follow member school district calendars/hours of operations when providing on-site contractual services.

SUMMIT EDUCATIONAL SERVICE CENTER
JOB DESCRIPTION

Position:	SECRETARY I	File 48
Reports to:	Assigned administrator/supervisor	FLSA Status: Non Exempt
Job Objective:	Performs secretarial duties that support effective administrative services. NOTE: Skill sets and autonomy vary by position. Classification, contract duration, wage rate, work schedule, benefits eligibility, etc., are determined by FLSA status and authorized employment contract.	
Minimum Qualifications:	<ul style="list-style-type: none">· High school diploma or GED. Advanced secretarial skills by training or work experience.· Ability to implement principals of office administration (i.e., practices, procedures, etc.).· Advanced office-related technology skills deemed essential at the time of hire.· Analyzes and presents professional information in a clear and easy-to-read format.· Consistently performs math calculations accurately.· Displays flexibility, reliability, self-discipline and a willingness to take on challenging tasks.· Effective communication, problem-solving and time management skills.· Embodies high ethical standards/integrity. Accepts responsibility for personal decisions/conduct.· Follows complex instructions. Recognizes and corrects errors independently.· Maintains a record free of criminal violations that would prohibit public school employment.· Speaks clearly using correct grammar. Bilingual ability is advantageous.	
Essential Functions:	<p>1. Serves as a confidential secretary and personal assistant to one or more administrators. Manages effective office operations that facilitate the timely attainment of organizational objectives. Manages concurrent responsibilities effectively in a dynamic and challenging environment.</p> <ul style="list-style-type: none">· Collects and organizes information. Confirms data to prevent entry errors. Prepares documents using database, presentation application, spreadsheet and word processing software.· Maintains an effective records management system. Files and retrieves information.· Independently develops effective solutions for work-related problems.· Prioritizes and completes assigned tasks within required time-frames.· Greets office visitors. Assists with inquiries or directs questions to appropriate staff.· Answers the telephone. Directs calls to the proper individual or takes messages.· Prepares data collection forms, emails, letters, memos, notices, purchase orders, etc.· Sorts and distributes mail. Notifies recipients about the arrival of packages.· Prepares photocopies. Scans documents. Prints, collates, covers and binds printed materials.· Investigates vendor prices. Assists with Invitation for Bid (IFB) and Request for Proposal (REP) procedures. Maintains procurement files (e.g., letters, contracts, confirmations, guarantees, etc.).· Reorders consumable supplies as needed to maintain reliable service levels.· Receives office deliveries. Verifies contents with packing lists/purchase orders. Reconciles invoices for payment. Maintains a transaction/account balance ledger.· Coordinates preparations for meetings. Attends meetings to transcribe minutes when requested.· Helps with special projects and committee activities as assigned.· Provides back-up support for other departments as directed. <p>2. Exemplifies professionalism. Fosters goodwill to enhance the educational service center and member district's public images.</p> <ul style="list-style-type: none">· Complies with drug-free workplace rules, board policies and administrative guidelines/procedures.· Cultivates relationships that promote a strong commitment of public support for the educational service center and member districts.· Develops mutually respectful relationships with co-workers. Functions as part of a cohesive team.· Maintains a professional appearance. Wears work attire appropriate for the position.· Maintains an acceptable attendance record and is punctual.· Performs all aspects of the job. Sustains effective working/learning environments.· Respects privacy. Maintains the confidentiality of privileged information. <p>3. Maintains open/effective communications. Serves as a reliable information resource.</p> <ul style="list-style-type: none">· Provides prompt notification of personal delays or absences.	

- Refers policy interpretation questions to an appropriate administrator.
- Seeks clarification when directives are unclear.
- Uses active listening/problem-solving techniques. Respects diversity. Resolves issues tactfully.

4. Pursues opportunities to enhance personal performance.

- Keeps current with professional standards associated with work duties.
- Updates skills as needed to use task-appropriate technology effectively.

5. Takes precautions to protect student and staff safety. Helps supervisors manage risks.

- Maintains high standards for appropriate conduct. Takes action to address harassment and/or aggressive behavior. Complies with board procedures and federal/state laws when dealing with discrimination, inappropriate behavior and/or suspected child abuse/neglect.
- Uses positive behavioral support techniques to manage student behavior.

6. Performs other specific job-related duties as directed.

- Coordinates/participates in support service responses to unexpected and/or urgent situations.
- Helps implement workplace initiatives that advance organizational goals.

**Working
Conditions:**

Safety is essential to job performance. Employees must comply with applicable workplace safety regulations, health laws and board procedures ***if duties involve any the following situations:***

- Encounters with angry, rude and/or unpleasant individuals.
- Exposure to air-borne particulates, chemicals, combustible materials, electrical hazards, equipment vibrations, noise, moving mechanical parts, odors and/or slippery/uneven surfaces.
- Exposure to blood-borne pathogens and/or communicable diseases.
- Exposure to weather conditions and/or temperature extremes.
- Extensive standing/sitting. Frequent balancing, bending, climbing, crouching, kneeling, or reaching.
- Operating equipment and/or riding in a vehicle. Working in or near vehicular traffic.
- Performing physically demanding tasks that require strength, stamina and/or repetitive movements.
- Traveling to meetings and work assignments.
- Working at heights, in confined spaces and/or under diminished lighting.

The Summit Educational Service Center is an equal opportunity employer. This document identifies typical job functions and is not intended to be an exhaustive list of all possible work duties. Employee performance is evaluated according to board policy, administrative procedures and current contractual agreements.

NOTE: ESC employees follow member school district calendars/hours of operations when providing on-site contractual services.

© 2015 Whittle Consulting Group, LTD.

SUMMIT EDUCATIONAL SERVICE CENTER
JOB DESCRIPTION

Position:	SECRETARY II	File 49
Reports to:	Assigned administrator/supervisor	FLSA Status: Non Exempt
Job Objective:	Performs secretarial duties that support effective administrative services. NOTE: Skill sets and autonomy vary by position. Classification, contract duration, wage rate, work schedule, benefits eligibility, etc., are determined by FLSA status and authorized employment contract.	
Minimum Qualifications:	<ul style="list-style-type: none">· High school diploma or GED. Advanced secretarial skills by training or work experience.· Ability to implement principals of office administration (i.e., practices, procedures, etc.).· Advanced office-related technology skills deemed essential at the time of hire.· Analyzes and presents professional information in a clear and easy-to-read format.· Consistently performs math calculations accurately.· Displays flexibility, reliability, self-discipline and a willingness to take on challenging tasks.· Effective communication, problem-solving and time management skills.· Embodies high ethical standards/integrity. Accepts responsibility for personal decisions/conduct.· Follows complex instructions. Recognizes and corrects errors independently.· Maintains a record free of criminal violations that would prohibit public school employment.· Speaks clearly using correct grammar. Bilingual ability is advantageous.	
Essential Functions:	<p>1. Performs administrative-level secretarial and ancillary duties that facilitate the timely attainment of organizational objectives. Keeps informed about program and procedure changes. Manages concurrent responsibilities effectively in a dynamic and challenging environment.</p> <ul style="list-style-type: none">· Collects and organizes information. Confirms data to prevent entry errors. Prepares documents using database, presentation application, spreadsheet and word processing software.· Maintains an effective records management system. Files and retrieves information.· Independently develops effective solutions for work-related problems.· Prioritizes and completes assigned tasks within required time-frames.· Greets office visitors. Assists with inquiries or directs questions to appropriate staff.· Answers the telephone. Directs calls to the proper individual or takes messages.· Prepares data collection forms, emails, letters, memos, notices, purchase orders, etc.· Sorts and distributes mail. Notifies recipients about the arrival of packages.· Prepares photocopies. Scans documents. Prints, collates, covers and binds printed materials.· Investigates vendor prices. Assists with Invitation for Bid (IFB) and Request for Proposal (REP) procedures. Maintains procurement files (e.g., letters, contracts, confirmations, guarantees, etc.).· Reorders consumable supplies as needed to maintain reliable service levels.· Receives office deliveries. Verifies contents with packing lists/purchase orders. Reconciles invoices for payment. Maintains a transaction/account balance ledger.· Coordinates preparations for meetings. Attends meetings to transcribe minutes when requested.· Helps with special projects and committee activities as assigned.· Provides back-up support for other departments as directed. <p>2. Exemplifies professionalism. Fosters goodwill to enhance the educational service center and member district's public images.</p> <ul style="list-style-type: none">· Complies with drug-free workplace rules, board policies and administrative guidelines/procedures.· Cultivates relationships that promote a strong commitment of public support for the educational service center and member districts.· Develops mutually respectful relationships with co-workers. Functions as part of a cohesive team.· Maintains a professional appearance. Wears work attire appropriate for the position.· Maintains an acceptable attendance record and is punctual.· Performs all aspects of the job. Sustains effective working/learning environments.· Respects privacy. Maintains the confidentiality of privileged information. <p>3. Maintains open/effective communications. Serves as a reliable information resource.</p> <ul style="list-style-type: none">· Provides prompt notification of personal delays or absences.	

- Refers policy interpretation questions to an appropriate administrator.
- Seeks clarification when directives are unclear.
- Uses active listening/problem-solving techniques. Respects diversity. Resolves issues tactfully.

4. Pursues opportunities to enhance personal performance.

- Keeps current with professional standards associated with work duties.
- Updates skills as needed to use task-appropriate technology effectively.

5. Takes precautions to protect student and staff safety. Helps supervisors manage risks.

- Maintains high standards for appropriate conduct. Takes action to address harassment and/or aggressive behavior. Complies with board procedures and federal/state laws when dealing with discrimination, inappropriate behavior and/or suspected child abuse/neglect.
- Uses positive behavioral support techniques to manage student behavior.

6. Performs other specific job-related duties as directed.

- Coordinates/participates in support service responses to unexpected and/or urgent situations.
- Helps implement workplace initiatives that advance organizational goals.

**Working
Conditions:**

Safety is essential to job performance. Employees must comply with applicable workplace safety regulations, health laws and board procedures ***if duties involve any the following situations:***

- Encounters with angry, rude and/or unpleasant individuals.
- Exposure to air-borne particulates, chemicals, combustible materials, electrical hazards, equipment vibrations, noise, moving mechanical parts, odors and/or slippery/uneven surfaces.
- Exposure to blood-borne pathogens and/or communicable diseases.
- Exposure to weather conditions and/or temperature extremes.
- Extensive standing/sitting. Frequent balancing, bending, climbing, crouching, kneeling, or reaching.
- Operating equipment and/or riding in a vehicle. Working in or near vehicular traffic.
- Performing physically demanding tasks that require strength, stamina and/or repetitive movements.
- Traveling to meetings and work assignments.
- Working at heights, in confined spaces and/or under diminished lighting.

The Summit Educational Service Center is an equal opportunity employer. This document identifies typical job functions and is not intended to be an exhaustive list of all possible work duties. Employee performance is evaluated according to board policy, administrative procedures and current contractual agreements.

NOTE: ESC employees follow member school district calendars/hours of operations when providing on-site contractual services.

© 2015 Whittle Consulting Group, LTD.

SUMMIT EDUCATIONAL SERVICE CENTER
JOB DESCRIPTION

Position:	TEACHER	File 54
Reports to:	Assigned administrator/supervisor	FLSA Status: Exempt
Job Objective:	Plans, implements and assesses student learning experiences.	
Minimum Qualifications:	<ul style="list-style-type: none">· Holds and maintains required state department of education credentials.· Displays flexibility, reliability, self-discipline and a willingness to take on challenging tasks.· Effective communication, problem-solving and time management skills.· Embodies high ethical standards/integrity. Accepts responsibility for personal decisions/conduct.· Maintains a record free of criminal violations that would prohibit public school employment.· Nonviolent Crisis Intervention (CPI) training may be required for some assignments.	
Essential Functions:	<p>1. Maintains a thorough understanding of subject matter and pedagogy. Organizes subject content and learning goals that support high levels of student achievement.</p> <ul style="list-style-type: none">· Prepares instructional materials. Teaches assigned students and subject matters as scheduled.· Develops and implements lesson plans aligned with state standards and district curriculum goals.· Evaluates student academic needs and learning styles.· Varies instructional techniques to effectively advance student learning.· Facilitates the integration of technology innovations in all areas of the curriculum.· Utilizes formal and informal assessment strategies to monitor student progress.· Uses a data-driven approach to analyze assessments. Provides effective feedback to students.· Collaboratively resolves problems that impede student learning. Plans/implements interventions that produce tangible evidence-based benefits. Implements modifications as needed.· Facilitates inclusion as the preferred placement method for students with special needs.· Serves as a resource for the development and implementation of 504, IEP and health care plans.· Advocates for students. Observes student demeanor. Investigates/reports atypical behavior.· Helps students make appropriate choices and grow academically. Promotes creativity, critical-thinking, cultural awareness, democratic values, empathy, ethical conduct, and self-reliance skills.· Evaluates student achievement/performance. Prepares progress reports.· Regularly communicates academic, behavioral and social-emotional related matters to parents.· Proctors state and district testing activities. Upholds mandated security procedures.· Ensures student lists and teaching materials are readily available for substitutes. <p>2. Exemplifies professionalism. Fosters goodwill to enhance the educational service center and member district's public images.</p> <ul style="list-style-type: none">· Acts in accordance with the Licensure Code of Professional Conduct for Ohio Educators.· Complies with drug-free workplace rules, board policies and administrative guidelines/procedures.· Develops mutually respectful relationships with co-workers. Functions as part of a cohesive team.· Encourages community involvement in school-sponsored activities.· Maintains a professional appearance. Wears work attire appropriate for the position.· Maintains an acceptable attendance record and is punctual.· Participates in the development of best practices and advancement of academic standards.· Performs all aspects of the job. Contributes to an effective working/learning environment.· Respects privacy. Maintains the confidentiality of privileged information. <p>3. Maintains open/effective communications. Serves as a reliable information resource.</p> <ul style="list-style-type: none">· Prepares and maintains accurate records. Submits required paperwork on time.· Provides prompt notification of personal delays or absences.· Refers policy interpretation questions to an appropriate administrator.· Uses active listening/problem-solving techniques. Respects diversity. Resolves issues tactfully. <p>4. Pursues opportunities to enhance personal performance.</p> <ul style="list-style-type: none">· Keeps current with professional standards associated with work duties.· Updates skills as needed to use task-appropriate technology effectively.	

5. Takes precautions to protect student and staff safety. Helps supervisors manage risks.

- Implements effective pupil management procedures. Provides appropriate student supervision.
- Maintains high standards for appropriate conduct. Takes action to address harassment and/or aggressive behavior. Complies with board procedures and federal/state laws when dealing with discrimination, inappropriate behavior and/or suspected child abuse/neglect.
- Uses positive behavioral support techniques to manage student behavior.

6. Performs other specific job-related duties as directed.

- Assists with unexpected and/or urgent situations as needed.
- Helps implement workplace initiatives that advance organizational goals.

**Working
Conditions:**

Safety is essential to job performance. Employees must comply with applicable workplace safety regulations, health laws and board procedures ***if duties involve any the following situations:***

- Encounters with angry, rude and/or unpleasant individuals.
- Exposure to air-borne particulates, chemicals, combustible materials, electrical hazards, equipment vibrations, noise, moving mechanical parts, odors and/or slippery/uneven surfaces.
- Exposure to blood-borne pathogens and/or communicable diseases.
- Exposure to weather conditions and/or temperature extremes.
- Extensive standing/sitting. Frequent balancing, bending, climbing, crouching, kneeling, or reaching.
- Operating equipment and/or riding in a vehicle. Working in or near vehicular traffic.
- Performing physically demanding tasks that require strength, stamina and/or repetitive movements.
- Traveling to meetings and work assignments.
- Working at heights, in confined spaces and/or under diminished lighting.

The Summit Educational Service Center is an equal opportunity employer. This document identifies typical job functions and is not intended to be an exhaustive list of all possible work duties. Employee performance is evaluated according to board policy, administrative procedures and current contractual agreements.

NOTE: ESC employees follow member school district calendars/hours of operations when providing on-site contractual services.

© 2015 Whittle Consulting Group, LTD.

Attachment 6

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

MISSION: The mission of the community school should communicate the spirit of the school and define the core principles and key values of the school to its students, stakeholders and the public. It should be succinct, meaningful and consistent with student achievement and progress. The mission should be reflected through all sections of the application.

Schnee Learning Center (SLC) is dedicated to providing a safe and positive environment where diverse at-risk high school students (our focus) are supported and empowered to make life choices that positively impact their futures while all gain academic (with a focus on literacy-across-the-curriculum), technological, and social skills (by reducing social isolation).

Utilizing proven evidence-based teaching strategies, aligned to the Ohio Learning Standards, and purposeful data-driven decision making, Schnee Learning Center considers the unique abilities and needs of each student when offering varied opportunities for:

- Individual academic growth (including face-to-face core classes and online electives supported by a licensed teacher) with the ultimate goal of graduation for ALL--a belief and expectation and successful post-graduate experiences including post-secondary education, work, military, etc.
- Social-emotional skill and character development are integrated into the curriculum and supported using PBIS strategies with the ultimate goal of developing responsible, confident, and contributing members of the communities in which they live now, and will live in their post-graduate years.

A core principle at SLC is the personalization of the school experience by making the building of individual relationships a top priority each day. This is accomplished by design through providing extended contact time between the students and the adults at the school and through looping and teaming.

To achieve this mission, SLC depends upon the support of each staff member (weekly all-staff meetings), each student partner, each partner family member, each community partner, and our valued sponsor and board members. The Executive Director of SLC communicates with the students and partner families each week via Sunday-evening all calls to all families and staff members which give “weekly updates, positive feedback, and friendly reminders” of upcoming school events. Communication and collaboration are extremely valued at SLC.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

EDUCATIONAL PHILOSOPHY: The educational philosophy encompasses the vision, values and purpose for which the school was founded and operates under and is used to measure effectiveness of the program. Please identify the educational philosophy and how the educational philosophy is communicated to the teachers and staff, families, students, community and stakeholders.

Every student can learn! Each deserves to be supported, both academically and emotionally, by adults who build respectful and professional individual relationships. Every student should have the opportunity to learn in a physically and emotionally-safe environment, grow academically and socially, and achieve a quality of life they desire. Alternative schooling should not be an option, it should be an absolute requirement in every community. Dropout Prevention and Recovery schooling opportunities are needed to accommodate the educational needs of our youth because the traditional school system, and particularly the traditional high school, can no longer serve the needs of the students in Ohio and their family lifestyles. The SLC offers: a blocked schedule allowing continuous enrollment with credits awarded after each semester (allowing students to meet graduation requirements in December), credit recovery, free summer school (allowing for same school year graduation), a 172-day school year, with a 370-minute day, and flexible scheduling for working students. No other school in the area offers these opportunities to students! We are different by design. SLC measures success first, and foremost, via successful graduation rates (SLC EXCEEDED STANDARDS in ALL graduation ratings on the 2019 DORP Report) , student credits attained, end-of-course exam passage, NWEA/MAP growth, attendance records, and reduced: discipline referrals, student suspension/expulsions, and student withdrawals.

Teachers and staff--SLC's educational philosophy does not need to be communicated to the teachers and staff, as the philosophy is an integral part of each staff member's personal core belief system and reflected in everything they do at the school. Schnee Learning Center staff members work each day to live the philosophy, meet the variety of student and family needs, and help to empower students with the academic skills and social behaviors required for youth success in today's world. Staff members are chosen who reflect these core beliefs and the SLC educational philosophy, and they are included in decision-making processes as they live the philosophy with each student, each day.

Families seek SLC because they feel the traditional high school has not, or will not, meet the needs of their students. Each adult guardian is personally interviewed by the Schnee Learning Center Executive Director and the philosophy and mission of the school is communicated to them in the intake meeting. The director then communicates with each family, each week verbally, in writing at least once per month, and via a regularly updated website and open-door access for families to meet with him. Staff member also communicate regularly with our families. Every communication reflects our philosophy and mission.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Students are interviewed and the intake meeting by the SLC Executive Director and the philosophy and mission of the school is communicated to them before they enroll. All students meet with the guidance counselor and learns how the SLC philosophy and mission ties in with the individualized schedule and plan that is developed to help them to earn and recover credits and begin to complete Ohio graduation requirements via a personalized path. All staff members purposefully and immediately begin to build professional, but individual, relationships with all students in order to meet the students' whole-person needs.

Community and stakeholders-- Ohio Dropout Prevention and Recovery schooling offers community leaders and Board members the opportunity to fulfill their legal responsibility to provide equal access to education for all students. SLC holds community open houses, literacy and math nights, college and career fairs, and engages with civic groups and the courts in order to inform stakeholders about the "second chance" flexible opportunities the school offers at-risk high school students. In addition, the SLC Board of Directors members act as ambassadors in the communities in which they live and work by sharing information and successes about Schnee Learning Center, its mission, and its philosophy.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

KEY ACADEMIC AND NON-ACADEMIC GOALS:
Reading/English Language Arts
<p>State the academic goals for reading/English language arts for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.</p>
<p>Goal: 90% of Schnee Learning Center students (including students with disabilities required to take the exams and economically disadvantaged students) will improve individual ELA scores on Ohio's end-of-course exams by at least 3% (or more) in each tested year, and through the end of the sponsored contract period (June 30, 2025), or show competency and readiness through any other approved ODE pathway.</p> <p>In Ohio non-tested ELA grades, 90% of Schnee Learning Students (including students with disabilities and economically disadvantaged students) who test/retest (Fall and Spring) will improve their NWEA/MAP Reading scores by at least 3% (or more) on the Spring test each year through June 30, 2025, or show competency and readiness through any other approved ODE pathway.</p> <p>Schnee Learning Center does not have any English Language Learners.</p>
<p>Alignment of goal to mission: It is the mission of Schnee Learning Center to help ALL students make academic progress and, through adult support and empowerment, gain the academic skills needed to graduate from high school and be prepared for successful post-graduate experiences.</p>
<p>Grade levels: 9-12</p>
<p>Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:</p>

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

1. Students will interpret words and phrases as they are used in a text, including determining technical, connotative, and figurative meanings, and analyze how specific language choices shape meaning, mood, or tone of the text as measured by teacher-created formative assessments and end-of-course exams and/or NWEA/MAP Growth, or show competency and readiness through any other approved ODE pathway.

2. Grades 9-10 students will determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the cumulative impact of specific word choices on meaning, mood, and tone (e.g., how the language evokes a sense of time and place or an emotion; how it sets a formal or informal tone) as measured by teacher-created assessments and end-of-course exams and/or NWEA/MAP Growth, or show competency and readiness through any other approved ODE pathway.

Grades 11-12 students will determine the connotative, denotative, and figurative meaning of words and phrases as they are used in the text; analyze the impact of author's diction, including multiple-meaning words or language that is particularly evocative to the tone and mood of the text as measured by teacher-created assessments and end-of-course exams and/or NWEA/MAP Growth, or show competency and readiness through any other approved ODE pathway.

Data, resources and/or personnel used to monitor and ensure student success: Teacher-created assessments aligned to Ohio Learning Standards, Ohio end-of-course exam data, and NWEA/MAP Growth data. Personnel: Classroom ELA instructor, intervention specialists, Title 1 Aide, and Literacy/Grant Compliance Consultant.

Plan for intervention should the school not be on track with stated goals: Instructor will differentiate instruction utilizing reading strategies from the Reading Apprenticeship evidence-based training program completed and with the help of licensed intervention specialists, and the Title 1 aide and/or intervention specialists will provide 1-on-1 and/or small-group tutoring to students not on track with stated goals.

The Title I and Special Needs Programs focus on academic interventions and are designed to supplement services to students using a variety of models: • Limited pullout, in which students are removed from their classrooms (usually on a daily basis) for a limited period of time for intensive instruction; • In-class, in which Title I students receive extra assistance in the same setting and time period as their regular class.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Math

State the academic goals for math for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal: 90% of Schnee Learning Center students (including students with disabilities required to take the exams and economically disadvantaged students) will improve Math scores on Ohio's end-of-course exams by at least 2% in each tested year, and through the end of the sponsored contract period (June 30, 2025), or show competency and readiness through any other approved ODE pathway.

In Ohio non-tested grades, 90% of Schnee Learning Students (including students with disabilities and economically disadvantaged students) who test/retest (Fall and Spring) will improve their NWEA/MAP math scores by at least 2% on the Spring test each year through June 30, 2025, or show competency and readiness through any other approved ODE pathway.

Schnee Learning Center does not have any English Language Learners.

Alignment of goal to mission: It is the mission of Schnee Learning Center to help ALL students make academic progress and, through adult support and empowerment, gain the academic skills needed to graduate from high school and be prepared for successful post-graduate experiences.

Grade levels: 9-12

Student population: 85

Total, 19% SWD, 7% 504 plans

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Students will make sense of problems and persevere in solving them as measured by teacher-created assessments and end-of-course exams and/or NWEA/MAP Growth, or show competency and readiness through any other approved ODE pathway.
2. Students will use units as a way to understand problems and to guide the solution of multi-step problems; choose and interpret units consistently in formulas; choose and interpret the scale and the origin in graphs and data displays as measured by teacher-created assessments and end-of-course exams and/or NWEA/MAP Growth, or show competency and readiness through and other approved ODE pathway.

Data, resources and/or personnel used to monitor and ensure student success: Teacher-created formative assessments aligned to Ohio Learning Standards, Ohio end-of-course exam data, and NWEA/MAP Growth data, or show competency and readiness through any other approved ODE pathway.

Personnel: Classroom math instructor, intervention specialists, and/or Title 1 aide.

Plan for intervention should the school not be on track with stated goals: Instructor will differentiate instruction utilizing online resources from Khan Academy, Desmos, reading strategies from the Reading Apprenticeship evidence-based training program completed and with the help of licensed intervention specialists, and the Title 1 aide and/or intervention specialists will provide 1-on-1 and/or small-group tutoring to students not on track with stated goals.

The Title I and Special Needs Programs focus on academic interventions and are designed to supplement services to students using a variety of models: • Limited pullout, in which students are removed from their classrooms (usually on a daily basis) for a limited period of time for intensive instruction; • In-class, in which Title I students receive extra assistance in the same setting and time period as their regular class.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Social Studies

State the academic goals for social studies for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal: 90% of Schnee Learning Center students (including students with disabilities required to take the exams and economically disadvantaged students) will improve Social Studies scores on Ohio’s end-of-course exams by at least 2% in each tested year, and through the end of the sponsored contract period (June 30, 2025), or show competency and readiness through any other approved ODE pathway.

In Ohio non-tested social studies grades, 90% of Schnee Learning Students (including students with disabilities and economically disadvantaged students) will take a pre-test and improve on the end-of-course (finals) test scores by at least 2% (compared to the pre-test) on the teacher-created assessments aligned to the Ohio Learning Standards, each year through June 30, 2025, or show competency and readiness through any other approved ODE pathway.

Schnee Learning Center does not have any English Language Learners

Alignment of goal to mission: It is the mission of Schnee Learning Center to help ALL students make academic progress and, through adult support and empowerment, gain the academic skills needed to graduate from high school and be prepared for successful post-graduate experiences.

Student population: 85

Total, 19% SWD, 7% 504 plans

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Students will use knowledge of the purposes, structures and processes of political systems at the local, state, national and international levels to understand that people create systems of government as structures of power and authority to provide order, maintain stability and promote the general welfare. They will use knowledge of the rights and responsibilities of citizenship to examine and evaluate civic ideals and to participate in community life and the American democratic system, as measured by the Ohio American Government end-of-course-exam, or show competency and readiness through any other approved ODE pathway.
2. Students will demonstrate understanding that in the United States, people have rights that protect them from undue governmental interference and that rights carry responsibilities that help define how people use their rights and that require respect for the rights of others. Students will demonstrate understanding through passing the Ohio American Government end-of-course-exam, or show competency and readiness through any other approved ODE pathway.

1. Data, resources and/or personnel used to monitor and ensure student success: Students will demonstrate their understanding through teacher-created assessments (including project-based) aligned to rubrics and the Ohio Learning Standards, through passing the Ohio American Government end-of-course-exam, or show competency and readiness through any other approved ODE pathway.

Personnel: Classroom social studies instructor, intervention specialists, and Title 1 aide.

Plan for intervention should the school not be on track with stated goals: Instructor will differentiate instruction utilizing reading strategies from the Reading Apprenticeship evidence-based training program completed and with the help of licensed intervention specialists, and the Title 1 aide and/or intervention specialists will provide 1-on-1 and/or small-group tutoring to students not on track with stated goals.

The Title I and Special Needs Programs focus on academic interventions and are designed to supplement services to students using a variety of models: • Limited pullout, in which students are removed from their classrooms (usually on a daily basis) for a limited period of time for intensive instruction; • In-class, in which Title I students receive extra assistance in the same setting and time period as their regular class.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Selection for participation in our Title I program is based on the following criteria: • Teacher recommendation • Parental input • Credit Attainment • Performance on Standardized Tests (the lowest scoring quartile of NWEA/MAP Assessments) • District Assessments

Science

State the academic goals for science for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

1. Goal: 90% of Schnee Learning Center students (including students with disabilities required to take the exams and economically disadvantaged students) will improve Science scores on Ohio's end-of-course science exam by at least 2% in each tested year, and through the end of the sponsored contract period (June 30, 2025), or show competency and readiness through any other approved ODE pathway.

In Ohio non-tested grades, 90% of Schnee Learning Students (including students with disabilities and economically disadvantaged students) will take a pre-test and improve on the end-of-course (finals) test scores by at least 2% (compared to the pre-test), will show growth on the teacher-created formative assessments, including project-based assessments aligned to the Ohio Learning Standards, each year through June 30, 2025, or show competency and readiness through any other approved ODE pathway.

Alignment of goal to mission: It is the mission of Schnee Learning Center to help ALL students make academic progress and, through adult support and empowerment, gain the academic skills needed to graduate from high school and be prepared for successful post-graduate experiences.

Grade levels: 9-12

Student population: 85

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Total, 19% SWD, 7% 504 plans

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Students will have sufficient understanding of scientific knowledge and scientific processes to enable them to distinguish what is science from what is not science and to make informed decisions about career choices, health maintenance, quality of life, community and other decisions that impact both themselves and others. Students will demonstrate understanding by passing the Ohio high school science end-of-course-exam, or show competency and readiness through any other approved ODE pathway.

2. Students will demonstrate an understanding that science is not static, and is constantly changing as we acquire more knowledge. Students will demonstrate understanding through teacher-created assessments (including project-based) aligned to rubrics and the Ohio Learning Standards, by passing the Ohio high school science end-of-course-exam, or show competency and readiness through any other approved ODE pathway.

Data, resources and/or personnel used to monitor and ensure student success: Students will demonstrate understanding through teacher-created assessments (including project-based) aligned to rubrics and the Ohio Learning Standards, by passing the Ohio high school science end-of-course-exam, or show competency and readiness through any other approved ODE pathway.

Personnel: classroom science instructor, intervention specialists, and Title 1 aide.

Plan for intervention should the school not be on track with stated goals: Instructor will differentiate instruction utilizing reading strategies from the Reading Apprenticeship evidence-based training program completed, and with the help of licensed intervention specialists, and the Title 1 aide and/or intervention specialists will provide 1-on-1 and/or small-group tutoring to students not on track with stated goals.

The Title I and Special Needs Programs focus on academic interventions and are designed to supplement services to students using a variety of models: • Limited pullout, in which students are removed from their classrooms (usually on a daily basis) for a limited period of time for intensive instruction; • In-class, in which Title I students receive extra assistance in the same setting and time period as their regular class.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Other Academic Goals
<p>State the other academic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.</p>
<p>Goal: All 9-12 grade students, including students with disabilities, will show mastery of at least 75% in acquisition of vocabulary as it relates to Ohio end-of-course exams in each content area as measured by their performance on teacher-created formative exams (pretests) teacher-created mastery post-test exams, and retests, utilizing differentiated tests, as necessary) each year through the end of the contract period (June 30, 2025). Teachers will keep a record of each student's progress on mastery of the content-area vocabulary related to the Ohio end-of-course exams and will evaluate the effectiveness of the acquisition of vocabulary strategy utilized, revising the essential vocabulary terms, as necessary.</p>
<p>Alignment of goal to mission: Literacy-across-the-curriculum is an academic focus The SLC mission and the SLC School Improvement Plan.</p>
<p>Grade levels: 9-12</p>
<p>Student population: 85 Total, 19% SWD, 7% 504 plans</p>

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. All students (including students with disabilities) will become familiar with the “language of the tests,” in each core content areas as evidenced by at least 75% mastery of teacher selected vocabulary related to core subject areas on the Ohio end-of-course exams each year through the end of the sponsor contract period (June 30, 2025).
2. All students will improve their scores on teacher created pre and post-tests, with unlimited “no fail” testing opportunities until they have achieved at least 75% mastery of the test-taking core vocabulary aligned to the Ohio end-of-course exams.

Data, resources and/or personnel used to monitor and ensure student success: Student individual scores on teacher-created pre and posttests. Personnel: All core area teachers, intervention specialists, and end-of-course exams.

Plan for intervention should the school not be on track with stated goals: Instructor will differentiate instruction utilizing reading strategies from the Reading Apprenticeship evidence-based training program completed and with the help of licensed intervention specialists, and the Title 1 aide and/or intervention specialists will provide 1-on-1 and/or small-group tutoring to students not on track with stated goals.

The Title I and Special Needs Programs focus on academic interventions and are designed to supplement services to students using a variety of models: • Limited pullout, in which students are removed from their classrooms (usually on a daily basis) for a limited period of time for intensive instruction; • In-class, in which Title I students receive extra assistance in the same setting and time period as their regular class.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Nonacademic Goals: These are goals related to the school's unique program. The goals must be aligned to the school's mission and include outcomes that result in successful implementation of the school's unique program.
Nonacademic Goal 1
State the nonacademic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students, and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.
1. Goal: Schnee Learning Center will decrease documented office referrals and suspensions for all students by at least 1% per year end of each school year through the end of the contract period (June 30, 2025), as measured by a reduction in discipline referrals and suspensions.
Alignment of goal to mission: The mission of the Schnee Learning Center includes social-emotional skills and character development skills integrated into the curriculum and supported using Positive Behavior Interventions and Supports strategies.
Grade levels: 9-12

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Student population: 85 Total, 19% SWD, 7% 504 plans
Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation: 2. All students, including students with disabilities, will learn strategies to improve decision-making skills as measured by a reduction in discipline referrals and suspensions, as well as a Social Emotional Learning rubric.
3. All students, including students with disabilities, will learn and practice a formula for making good decisions (e.g., stop, calm down, identify the problem, consider the alternatives, make a choice, try it out, re-evaluate), as measured by each student's ability to identify and model the steps in the formula and by a reduction in discipline referrals and suspensions.
Data, resources and/or personnel used to monitor and ensure student success: Discipline referrals and suspensions data, student assessment, and all adult staff members --as well as part-time counselor from Child Guidance and Family Solutions secured through Ohio Health and Wellness Grant funding.
Plan for intervention should the school not be on track with stated goals: Students identified, by the number of office referrals and/or the PBIS Leadership/Intervention Team, as at-risk for poor decision making will meet, on a regularly scheduled basis, one-on-one with the School Counselor or Child and Family Guidance Counselor who will work to identify root causes of negative behaviors and provide students with one-on-one with individually-tailored counseling and self-control strategies.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Communities Served: The school should describe the communities the school serves and how the school connects with the community and families.

Student population served and how the needs of that population are being addressed through the mission, curriculum, instruction and services of the school: Schnee Learning Center (SLC) is intended to serve high school students in grades 9-12, typically 16-22 years of age who reside within the Cuyahoga Falls City School District and adjacent districts/counties who are in need of and interested in pursuing an alternative schooling option. Currently SLC students are from:

Akron : 27

Cuyahoga Falls (43836): 51

Munroe Falls (44834): 1

Stow Munroe (44834) 6

Schnee Learning Center primarily serves at-risk students age 16 and above. Schnee Learning Center provides a continuum of comprehensive strategies and varied course offerings to reduce truancy, absenteeism, disruptive behavior, dropouts, and juvenile crime, all of which define the “at-risk” student.

School’s plan to provide families and community members opportunities to support the success of the school:

The Executive Director of SLC communicates with the students and partner families each week via Sunday-evening all calls to all families and staff members which give “weekly updates, positive feedback, and friendly reminders” of upcoming school events. Communication and collaboration are extremely valued at SLC.

Schnee Learning Center holds community open houses, student award days each nine weeks, community literacy and math nights, college and career fairs, and engages with civic groups and the courts in order to inform stakeholders about the “second chance” flexible opportunities the school offers at-risk high school students. In addition, the SLC Board of Directors members act as ambassadors in the communities in which they live and work by sharing information and successes about Schnee Learning Center, its mission, and its philosophy.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Presently, 26% of Schnee Learning Center students are employed in the community and earning elective credit for the work they are performing as they learn work skills that will benefit them well into their futures.

Schnee Learning Center leadership will evaluate the financial feasibility and search for grant opportunities to support hiring a part-time job coach/placement coordinator to help students further develop job skills, seek employment, and to make face-to-face visits to job sites. One of the goals of SLC is to develop responsible, confident, and contributing members of the communities in which they live now, and will live in their post-graduate years.

Academic Program: The educational program is developed with the goal of improved student outcomes and educational success of students. When describing the educational program, incorporate a pedagogical approach, curriculum, assessment culture and other elements that creates a comprehensive educational program addressing the whole child.

The Schnee Learning Center addresses the needs of students in grades 9-12. Schnee Learning Center's objective is to deliver a comprehensive educational program that is aligned to Ohio's Learning Standards, as well as national standards, for at-risk students in grades 9-12. Overview of program delivery: It is the goal of the Schnee Learning Center to improve student outcomes and educational successes of at-risk high school students and provides a continuum of comprehensive strategies to reduce truancy, absenteeism, disruptive behavior, dropouts, and juvenile crime.

Since 1986, the National Dropout Prevention Center (NDPC) has conducted and analyzed research; sponsored workshops and national conferences; and collaborated with researchers, policymakers, and practitioners to further the mission of reducing America's dropout rate by meeting the needs of youth in at-risk situations, including students with disabilities.

Students report a variety reasons for dropping out of school; therefore, the solutions are multi-dimensional. The Schnee Learning Center employs the following Effective Strategies identified by the NDPC to have the most positive impact on reducing school dropout:

Foundational Strategies

- **Systemic Approach:** A continuing process of evaluating goals and objectives related to school policies, practices, and organizational structures as they impact a diverse group of learners.
- **School-Community Collaboration:** When all groups in a community provide collective support to the school, a strong infrastructure sustains a caring supportive environment where youth can thrive and achieve.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

- **Safe Learning Environments:** A comprehensive violence prevention plan, including conflict resolution, must deal with potential violence as well as crisis management. A safe learning environment provides daily experiences, at all grade levels, that enhance positive social attitudes and effective interpersonal skills in all students.

Basic Core Strategies

- **Alternative Schooling:** Alternative schooling provides potential dropouts a variety of options that can lead to graduation, with programs paying special attention to the student's individual social needs and academic requirements for a high school diploma.

Managing and Improving Instruction

- **Professional Development:** Teachers who work with youth at high risk of academic failure need to feel supported and have an avenue by which they can continue to develop skills, techniques, and learn about innovative strategies.
- **Active Learning:** Active learning embraces teaching and learning strategies that engage and involve students in the learning process. Students find new and creative ways to solve problems, achieve success, and become lifelong learners when educators show them that there are different ways to learn.
- **Educational Technology:** Technology offers some of the best opportunities for delivering instruction to engage students in authentic learning, addressing multiple intelligences, and adapting to students' learning styles.
- **Individualized Instruction:** Each student has unique interests and past learning experiences. An individualized instructional program for each student allows for flexibility in teaching methods and motivational strategies to consider these individual differences.

From Board Policy:

The Schnee Learning Center addresses the needs of students in grades 9-12. The Schnee Learning Center, which is part of the State's education program, is nonsectarian in its programs, admission policies, employment practices and all other operations.

Schnee Learning Center's objective is to deliver a comprehensive educational program that is tied to state and national standards for at-risk students in grade 9 through grade 12. It is operated under a contract with the Sponsor (Office of School Sponsorship at the Ohio Department of Education) to provide an innovative and cost-effective solution to the special problems of disabled students, students removed from school for disciplinary reasons, students needing advanced or specialized courses which are not available locally, and other, including home-schooled students, who are not currently enrolled in any public school and who are not receiving a meaningful,

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

comprehensive and standards-based educational program. The Center uses the services of the Sponsor to assist with overall operations. The Schnee Learning Center served 85 students during fiscal year 2019. The Schnee Learning Center seeks to provide a safe and positive environment where diverse at-risk students are empowered to make life choices that positively impact their futures while they gain academic skills that lead to obtaining an Ohio High School Diploma. Stakeholder and community communication and engagement is sought and valued. Utilizing proven evidence-based strategies and purposeful decision-making, the staff of Schnee Learning Center considers the unique abilities and needs of each partner student when offering varied opportunities for individual academic growth and social-emotional skill and character development. Schnee Learning Center aims to provide meaningful professional development experiences to staff that benefit both the staff members and the students while remaining fiscally responsible.

At Schnee, family involvement is integral to the operation of the school. The school staffs recognize the need for families/caregivers to be aware and actively involved and supportive of each student's total high school experience.

The Schnee Learning Center seeks to help students to achieve academic and personal successes by:

1. Providing a physically and emotionally safe learning environment.
2. Assessing the distinct needs of each at-risk high school student.
3. Creating and fostering open lines of communication between the school and home.
4. Promoting and fostering individual successes through providing a unique and differentiated educational plan for each student that provides for fully-integrated support services linked to available community resources.
5. Focusing on individual student successes in the school, the home, and the community by providing prevention, interventions and supports, and transition services.

Utilizing this philosophy and framework, the educational team is responsible for designing, building, and enhancing the instructional program and for seeking out alternatives to continuously address the diversity and individual needs and goals of each student. Schnee Learning Center students require differentiation and consistency of the delivery of both academic and socio-emotional interventions and supports.

Schnee Learning Center operates a dropout prevention and recovery program in which the school's students are enrolled. The program serves only students who are not younger than sixteen years of age and not older than twenty-two years of age. At the time of enrollment, the students are at least one grade level behind their cohort age group, or experience crises that significantly interfere with their academic progress, preventing them from continuing traditional educational programs. Schnee Learning Center provides learning opportunities to a minimum of 50 students for a minimum of 920 hours per school year.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

The school's guidance department assures a Student Success Plan is developed with the student that specifies the student's path to successfully meeting Ohio graduation requirements, matriculation to a two-year degree program, acquiring a business and industry credential, entering the military or apprenticeship, or directly entering the workforce. The school's program provides counseling and support for the student relative to the student's career plan during the remainder of the student's high school experience.

Ages and Grades of Students: Characteristics of Students of Schnee Learning Center is Expected to Attract

The school is intended to serve 9th through 12th grade students, typically 16-22 years of age. The school primarily serves at-risk students 16 and above. The school provides a continuum of comprehensive strategies to reduce truancy, absenteeism, disruptive behavior, dropouts, and juvenile crime, all which define the "at risk" student. Enrollment at the Schnee Learning Center is voluntary, but once the enrollment decision is made, attendance and compliance with the program expectations are mandatory.

This section describes the student population currently targeted by Schnee Learning Center. However, the school with the approval of the sponsor, may, from time-to-time, modify the characteristics of the target population in response to the evolving educational program of the school, as well as the perceived and stated interests of the current students, potential students, or other factors.

Focus of the Curriculum: Instructional Program

The Schnee Learning Center instructional program is based upon the premise that at-risk high school students have different needs, learn at different rates, and have diverse learning styles which are not being met by traditional schooling. These issues may cause the at-risk students to be unsuccessful. The philosophy of the Schnee Learning Center is that everyone, including students who have dropped out of school, or who are considering dropping out, deserves a quality education that meets his/her individual needs. The Schnee Learning Center provides a second opportunity for success. The school is designed to intervene with at-risk students by giving them another chance at obtaining a quality education by providing supports for their academic and social-emotional needs. Each student is provided an individualized program that may include self-paced online software (Edmentum Plato), and/or face-to-face core content instruction supplemented with reading and writing across-the-curriculum strategies (Reading Apprenticeship) and Newsela, a differentiating (to student reading levels) non-fiction online curriculum source.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Evidence that the educational program supports improved student outcomes: (SLC EXCEEDED STANDARDS in ALL graduation ratings on the 2019 DORP Report), successful recovery of student credits, end-of-course exam passage, NWEA/MAP growth, increased attendance rates, and reduced: discipline referrals, student suspension/expulsions, and student withdrawals.

Curriculum and Instruction

Attach the documentation establishing that the curriculum and instruction align with Ohio's Learning Standards.

Delivery methods for curriculum and instruction: Each student is provided an individualized program that may include self-paced online software programs, including Edmentum's Plato, and/or face-to-face instructional delivery methods (teacher direct-instruction is available in English, Math, Science, and Social Studies) that lead to earning an Ohio high school diploma. The goal of the instructional program is to enable a student to recover credits and to work through the program at an individual pace. The Schnee Learning Center provides curricula aligned to the Ohio High School Learning Standards, and integrated reading and writing across the curriculum strategies (from the evidence-based Reading Apprenticeship program, and is currently measured by successful passage of high school courses and required Ohio end-of-course exams, with progress also being measured by the ACT test (for those who choose to participate) and student academic growth measured by NWEA/MAP testing. Each student is assessed by the school counselor and through NWEA/MAP testing upon enrolling in the school at any time of year. The curricula also, directly and indirectly, includes social-emotional skills instruction and provides interventions and supports that enhance the probability of academic, life, and work-skill successes.

Student-learning opportunities include academics, counseling, life and work-skills training, social-emotional learning, and workplace training opportunities. Flexible scheduling allows for employment, community volunteer activities, and allows for parent/guardian scheduling needs. Identified special needs students are served in an inclusive regular classroom setting, in the least-restrictive environment, and supported by a licensed Intervention Specialist who meets licensure requirements in all core subject areas.

A licensed Title 1 Aide also provides supports to Schnee Learning Center students based upon needs identified by NWEA/MAP assessments.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

This section describes the current focus of the curriculum and the continuum of learning opportunities currently provided by Schnee Learning Center. However, the Schnee Learning Center intends that the learning opportunities evolve continuously in response to the needs of the school's students (and potential students), changes in Ohio educational law, interest within the communities served by the school, and educational evidence-based research.

Process for ongoing development, improvement, and refinement of curriculum: As the starting point in the development of an improved curriculum program, Schnee Learning Center starts with goals and a set of standards to guide the work. The Ohio Learning Standards provide guidance. The SLC team bases its work on state standards and aligned the state-adopted assessments. The state learning standards guide our assessment program. The SLS team will focus on the standards so that our students will perform well on the state assessments.

Professional development focused on improving implementation of curriculum and instructional program: The Schnee Learning Center primarily relies on the Ohio Office of School Sponsorship, State Support Team 8, and the Summit County Educational Service Center for the majority of the staffs' professional development. All offer quality Ohio State Learning Standards and Ohio Improvement Process aligned opportunities, as well as individual content-area and special needs professional development. SLC also hosts on-site professional development, determined by staff need surveys and state requirements. In addition, all returning instructional staff members completed Levels 1 and 2 evidence-based "Reading Apprenticeship" two- course online program to facilitate our efforts in implementing a strong literacy-across-the-curriculum initiative. Some professional development completed recently include: Data interpretation and using data to inform instruction, NWEA/MAP, PBIS, trauma-informed, school safety, School Improvement Internal Facilitators, Principal Cadre, Depth of Knowledge, and specialized offerings in Ohio Learning Standards aligned ELA, math, science, and social studies, etc. Future PD will focus on Google Classroom virtual instruction and increasing teachers online teaching skills based on needs identified by the recent COVID-19 Ohio schools mandatory shutdown. SLC teachers will also receive PD in dyslexia, dysgraphia, and dyscalculia, as a next step in the differentiation of curriculum.

Methods for determining professional development needs of staff: Staff survey:

Schnee Learning Center Professional Development Needs Assessment

Please rate the following training topics as to what you feel will be of most benefit to you in the 2019-2020 school year. **1 is the least beneficial and 5 is the most beneficial.**

1. Content/Subject Specific
2. Effective Teaching Practices
3. Discipline Management
4. Assessment
5. Infusion of Technology into Teaching
6. Data Collection
7. Data Analysis
8. Using Data to Inform Teaching and Learning
9. Time Management
10. Parent Communication/Conferencing
11. Group Dynamics/Working as a Team

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

12. Curriculum Integration

13. Conflict Resolution

14. Social-Emotional Learning

15. PBIS Implementation

16. Other: _____

17. Of the above topics, which three areas do you feel you are the strongest?

a.

b.

c.

NAME: _____ **DATE** _____

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Process used by school to perform teacher performance evaluations, including elements evaluated and frequency of evaluations:

Summit Count ESC Assessment Tools:

Self-Assessment

Professional Growth and Improvement Plan

Pre and Post Conferences

Performance Rubric--Record of Evidence

Walkthroughs-- Informal Observations

Final Summative Ratings:

- (a) Accomplished
- (b) Skilled
- (c) Developing
- (d) Ineffective

The teacher evaluation tool utilized at SLC does the following:

- (1) Provides for multiple evaluation factors
- (2) Is aligned with the standards for teachers adopted under section [3319.61](#) of the Revised Code;
- (3) Requires observation of the teacher being evaluated, including *at least two formal observations by the evaluator of at least thirty minutes each and classroom walk-throughs.*
- (4) Assigns a rating on each evaluation: (a) Accomplished; (b) Skilled; (c) Developing; (d) Ineffective.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

- (5) Each teacher is provided with a written report of the results of the teacher's evaluation
- (6) Uses at least two measures of high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. High-quality student data is used as evidence in any component of the evaluation related to the following:
 - (a) Knowledge of the students to whom the teacher provides instruction.
 - (b) The teacher's use of differentiated instructional practices based on the needs or abilities of individual students.
 - (c) Assessment of student learning.
 - (d) The teacher's use of assessment data.
 - (e) Professional responsibility and growth.
- (7) Includes development of a professional growth plan or improvement plan for the teacher that is based on the results of the evaluation and is aligned to the building improvement plan
- (8) Provides for professional development to accelerate and continue teacher growth and provide support to poorly performing teachers.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Arts, Music, Physical Education, Technology and Career Readiness

Overview of the additional curriculum outside of the core academic areas:

Live physical education is offered to those students who require the credit

Edmentum Plato online courses are offered (with support of an Ohio licensed teacher) in:

Arts:

Art History

Culinary Arts

Digital Art and Interactive Media

Fashion Design

Music Appreciation

Structure of Writing

Other Electives:

African American Studies

Anthropology

Astronomy

Career Skills

Child Development and Parenting

Consumer Mathematics

Criminology

Native American Studies

Personal Finance

Psychology

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Probability and Statistics

Social Issues

Sociology

World Geography

Other Necessary Classes:

Health

Physical Education

Plato core offerings are also offered for Credit Recovery purposes.

Newsela offerings include:

English (reading and writing)

Science

Social Studies

Social-Emotional Learning

Student Performance, Assessment and Program Evaluation

School standards for promoting students:

The Schnee Learning Center has developed a curriculum that allows students to learn and develop mentally, physically, socially, and emotionally. The Governing Authority realizes, however, that students develop at different rates and that students learn best when they are engaged in material that is at their developmental stage. The SLC shall promote and retain students to accomplish these goals and to comply with the law.

Each student's promotion or retention is determined individually and according to pre-established documented standards. Whether a student shall be promoted or retained is based on several factors, including Ohio law, the student's attendance and performance, and the SLC's promotion criteria and instructional objectives. The Head Administrator/Executive Director shall further define these factors in writing for each grade. At the beginning of the year, the SLC shall communicate these standards to students and parents.

Throughout the school year, parents and students shall receive feedback on the student's progress through written progress reports, grade reports, and feedback during parent-teacher conferences. Final decisions regarding whether to promote or retain a student are to be made by the Head Administrator/Executive Director. In making these decisions, the Head Administrator/Executive Director shall consult with the staff, teachers, and parents/guardians.

The SLC will retain a student, as required by law, if the student is truant for at least 10% of the required attendance days and has failed at least two of the required subject areas. The student may still be promoted if the Head Administrator/Executive Director and the teacher determine the student is academically prepared.

A student shall be retained if the student does not meet the SLC's pre-determined, written standards. Prior to making the retention decision, the Head Administrator/Executive Director shall notify the student's parent/guardian and discuss the student's status.

The Head Administrator/Executive Director shall consider the following factors in deciding whether to promote or retain a student:

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

- The student's current academic achievement.
- The student's physical, social, and emotional maturity/disability.
- Whether the student has met instructional objectives.
- Attendance; and/or
- Any additional factors.

Students with disabilities, including those with individualized education plans (IEP's) and/or are Section 504 Students shall be promoted/retained based on (1) this policy and (2) the student's IEP.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

School standards for graduating students or student progression to middle or high school or beyond the grades served by the school: Schnee Learning Center is a high school and progression to middle school does not apply.

Graduation requirements:

Complete Courses

Take and earn a state minimum of 20 credits in specific subjects.

Courses	State Minimum
English language arts	4 credits
Health	½ credit
Mathematics	4 credits
Physical education	½ credit
Science	3 credits
Social studies	3 credits
Electives	5 credits

Twenty units that are designed to prepare students for the workforce and college. The units shall be distributed as follows:

- (1) English language arts, four units;
- (2) Health, one-half unit, which include instruction in nutrition and the benefits of nutritious foods and physical activity for overall health;
- (3) Mathematics, four units, which include one unit of algebra II or the equivalent of algebra II, or one unit of advanced computer science as described in the standards adopted pursuant to division (A)(4) of section [3301.079](#) of the Revised Code.

For students who choose to take advanced computer science in lieu of algebra II the SLC shall communicate to those students that some institutions of higher education may require algebra II for the purpose of college admission. Also, the parent, guardian, or legal custodian of each student who chooses to take advanced computer science in lieu of algebra II shall sign and submit to the school a document containing a statement acknowledging that not taking algebra II may have an adverse effect on college admission decisions.

- (4) Physical education, one-half unit;

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

(5) Science, three units with inquiry-based laboratory experience that engages students in asking valid scientific questions and gathering and analyzing information, which include the following, or their equivalent:

- (a) Physical sciences, one unit;
- (b) Life sciences, one unit;
- (c) Advanced study in one or more of the following sciences, one unit:
 - (i) Chemistry, physics, or other physical science;
 - (ii) Advanced biology or other life science;
 - (iii) Astronomy, physical geology, or other earth or space science;
 - (iv) Computer science.

No student shall substitute a computer science course for a life sciences or biology course

Social Studies, 3 units

(6) History and government, one unit, that includes both of the following:

- (a) American history, one-half unit;
- (b) American government, one-half unit.

Additionally, students must receive instruction in economics and financial literacy and complete at least two semesters of fine arts.

Students must demonstrate what you have learned through one of three pathways in Ohio law. 1. Ohio's State Tests Earn 18 out of 35 points on seven end-of-course state tests with a minimum of four points in math, four points in English language arts and six points across science and social studies. 2. Industry-recognized credential and score on workforce readiness test by earn an industry-recognized credential or a group of credentials totaling 12 points and earning the required score on the WorkKeys test. 3. College and career readiness tests by earning remediation-free scores in math and English language arts on the ACT.

Recent legislation extended additional graduation options to the classes of 2019 and 2020, as provided below.

Please note, state law modified the criteria available for the class of 2020 and not all of the original criteria are available to students in the class of 2020. These options provide an opportunity for students who do not otherwise meet one of the three existing pathways to graduation to earn a diploma.

The two additional graduation options for the class of 2020 are:

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Option 1

Students entering grade 9 between July 1, 2016, and June 30, 2017, are eligible to utilize the modified graduation options below.

Students must take and pass courses that constitute the curriculum requirements and take all seven end-of-course exams. If the student receives a score of “1” or “2” on any math or English language arts test, the student must retake the test at least once.

Additionally, students must meet at least two of the below requirements:

- Earn a GPA of 2.5 on a 4.0 scale in all courses completed during the 11th and 12th grades (must complete at least four full-year – or equivalent – courses in each year);
- Complete a capstone project during 12th grade that meets criteria defined by Ohio Department of Education guidance and evaluation processes (guidance available by May 31, 2019);
- During 12th grade, complete a work or community service experience totaling 120 hours, as defined by the Ohio Department of Education and Governor’s Office for Workforce Transformation (guidance available by May 31, 2019);
- Earn three or more College Credit Plus credits at any time during high school;
- Earn credit for an Advanced Placement (AP) or International Baccalaureate (IB) course and earn an AP exam score of 3 or higher or IB exam score of 4 or higher at any time during high school;
- Earn a WorkKeys exam score of 3 on each of three test sections;
- Earn a State Board-approved industry-recognized credential or credentials that equal at least three points;
- Meet OhioMeansJobs Readiness Seal requirements.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Option 2

Students must take and pass courses that constitute the curriculum requirements and take all seven end-of-course exams. Students must finish a career-technical program that includes at least four courses in a single career pathway and complete at least one of the options below:

- Earn a total score of Proficient or better based on all career-technical exams or test modules;
- Earn an industry-recognized credential or credentials that equal 12 points;
- Complete a workplace experience totaling 250 hours with evidence of positive evaluations.

School design for measuring and reporting performance and progress of the school as a whole, student cohorts over time, and academic and social development of each student:

1. Equity and access as measured by the State of Ohio DORP reports.
2. Student and school progress in reading and math as measured by NWEA MAP scores.
3. Having quality Student Success Plans in place for each student as measured by a rubric.
4. Supporting students employed outside of school as measured by work-related elective credits attained.
5. Helping students to achieve academic competency as measured by the Ohio end-of-course exams.
6. Social Development-- Utilizing rubrics to measure:
 - Classroom routines and environments
 - Classroom emotional climate
 - Student engagement and voice
 - Classroom emotionally intelligent self-practice
 - Explicit social and emotional learning instruction
7. Four, five, and six-year graduation rates of all groups of students, as measured by the State of Ohio DORP reports.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Assessments for measuring achievement that are research-based and consistent with the school's mission:

Plato assessments

Local teacher-designed assessments (aligned to Ohio Learning Standards

NWEA/MAP for reading and math growth

End-of-course exams

ACT

Oho Means Job Readiness Seal

Future: Capstone Projects, WorkKeys.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Describe how the school uses student data to facilitate decision-making with the goal of improved student outcomes.

We are in the process of:

Having honest conversations with teachers regarding the student evaluation tools currently in place.

Identifying where students are and why they are behind (Attendance, trauma, academic deficits, etc.).

Identifying gaps in achieving improved student outcomes.

Having honest academic conversations with students in order to increase their engagement in their own learning.

Committing funding to high-quality professional development in all content areas and in literacy-across-the-curriculum, data evaluation, trauma-informed, social-emotional learning, and PBIS professional development.

Giving teachers time to reflect on and implement what they have learned.

Honestly reflecting on the culture of the Schnee Learning Center and how we can improve it.

Involvement of the following stakeholder groups in reviewing and responding to student achievement data:

1. **Governing authority--** The governing board members are an integral part of the school improvement process (as evidenced by attendance at SIP meetings where student data is discussed), the student achievement data is shared with them on a regular basis at Board meetings, and they have expertise, background knowledge, and skills that help ensure that the data review and professional development processes are appropriate.
2. **School administrators--**The Executive Director is directly involved in data review professional development activities and is an involved member of both the School Improvement Team (as documented in minutes) and the BLT (as documented in weekly minutes), and appropriates funding for and approves professional development aligned to student achievement and data review.
3. **Teachers--** The staff is preparing to take the lead in providing identified stakeholders the data and other information they need to be productive partners around student achievement (as documented in minutes from SIP meetings, professional development day meetings, and weekly BLT meetings).
4. **Students--** The students are just beginning to become involved in looking at their own achievement data. As the teachers become better prepared to analyze the achievement data and better understand how to interpret the data from each student, they are engaging the students in conversations regarding what the data means to them.
5. **Parents--** The parents are also just beginning to become involved in looking at their students' achievement data. As the teachers become better prepared to analyze the achievement data and better understand how to interpret the data from each student, they are engaging the parents in conversations regarding what the data means, especially at P-T Conferences. (25% parent attendance on 10/24/2019).

Supports for Diverse Learners

The process and procedures employed to identify, assess and serve students in the following areas:

English language learners-- At the present time, Schnee Learning Center has no English Language Learners.

Low-performing students-- Low-performing students are primarily identified through NWEA/MAP scores, and teacher referrals. They are served by a full-time ESEA-qualified Title 1 aide and by each teacher differentiating instruction. The success of these services is enhanced greatly by purposeful and meaningful one-on-one relationship building with our students.

Students with disabilities-- SLC students are tested by a Highly-Qualified Ohio Licensed School Psychologist. Referral process: Students are primarily referred by teachers, self-referrals, and parent referrals.

When a student is suspected of having a disability, a meeting is held with the parents to discuss the concerns and to obtain permission for an evaluation.

Prior to suspecting a disability, the staff at Schnee has tried interventions and collected data to document progress. A disability is suspected when the interventions have not been successful over a period of time, and the student has not made adequate progress in the general curriculum.

The evaluation consists of the tests and assessments which are determined to be needed by the evaluation team, including the parents, at the evaluation planning meeting.

Most evals include:

IQ -WISC-5

Achievement-WIAT-3

Social/Emotional-BASC-3

Vocational rating scale

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Vision, hearing, motor skills, communication skills
Teacher rating scales of academic progress and behavior
Classroom observations
Parent reports and background information

IEP's are developed by a team led by a Highly-Qualified Licensed Intervention Specialist/Special Needs Supervisor and included on the team are the Executive Director, School Psychologist, Parent/Guardian, Student, Classroom Teacher, and a second part-time Highly-Qualified Licensed Intervention Specialist.

The students are served by the regular classroom teachers teaming with the intervention specialists to differentiate and create individualized student supports in a fully-inclusive environment with push-in and pullout services provided by the intervention specialist and Title 1 aide, as needed.

Other populations served by the school-- 504 students are identified and served by the entire Schnee Learning Center staff providing any identified needed supports.

Culture and Family Engagement

Describe the school's plan for culture and parent engagement, including the plan implementation, programs and strategies to address the physical, social, emotional and health needs of the student population. This section should describe how the school's culture and climate is fostered by school leadership, teachers, students and parents.

Utilizing proven evidence-based teaching strategies (including Plato and Reading Apprenticeship), aligned to the Ohio Learning Standards, and purposeful data-driven decision making, Schnee Learning Center considers the unique abilities and needs of each student when offering varied opportunities for social-emotional skill and character development, integrated into the curriculum and supported using PBIS strategies with the ultimate goal of developing responsible, confident, and contributing members of the communities in which they live now, and will live in their post-graduate years.

A core culture principle at SLC is the personalization of the school experience by making the building of individual relationships a top priority each day. This is accomplished by design through providing extended contact time between the students and ALL adults at the school and through looping and teaming.

To ensure a positive culture, SLC depends upon the support of each staff member (weekly all-staff meetings), each partner family member, each community partner, and our valued sponsor and board members. The Executive Director of SLC communicates with the students and partner families each week via Sunday-evening all calls to all families and staff members which give "weekly updates, positive feedback, and friendly reminders" of upcoming school events. Communication and collaboration are extremely valued at SLC. SLC has an open-door policy for all parents/guardians and encourages parental visits and communications. The SLC purposefully seeks to create an environment that is accessible to families and provides a meaningful range of opportunities for families to volunteer to be involved at the SLC.

SLC recognizes that family involvement plays a key role in the success of students. The terms "family" and "families" are used to include parents as well as students' primary caregivers, such as foster parents, grandparents, and other family/non-family members who are not the biological parents. The SLC affords families meaningful opportunities to participate in the education of the students. The opportunities are based on the most current research that meets the highest professional and technical standards designed to lower and eliminate barriers to greater family participation.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

The SLC also assists families by providing them with training, materials, and information regarding techniques, strategies, and skills to use at home to support the students' efforts at school. SLC strives to create engagement activities that respect various cultures, languages, practices, customs, and lifestyles of the students/families.

Families seek SLC because they feel the traditional high school has not, or will not, meet the needs of their students. Each adult guardian and potential student is personally interviewed by the Schnee Learning Center Executive Director and the philosophy and mission of the school is communicated to them in the intake meeting. The director then communicates with each family, each week verbally, in writing at least once per month, and via a regularly updated website and open-door access for families to meet with him. Staff member also communicate regularly with our families. Every communication reflects our philosophy and mission.

Students are interviewed and the intake meeting by the SLC Executive Director and the philosophy and mission of the school is communicated to them before they enroll. All students meet with the guidance counselor and learns how the SLC philosophy and mission ties in with the individualized schedule and plan that is developed to help them to earn and recover credits and begin to complete Ohio graduation requirements via a personalized path. All staff members purposefully and immediately begin to build professional, but individual, relationships with all students in order to meet the students' whole-person needs.

Health and mental health needs are met by a licensed RN (purchased service) and through partnerships with local mental health agencies, such as Child Guidance and Family Solutions of Akron. Through the State of Ohio Wellness grant, SLC has been able to secure a part-time (two days per week) mental health professional for on-site services for students.

The SLC provides families with information regarding their students' education, health, and safety. This information is communicated regularly and in a clear, open, and understandable manner. The SLC strives to promote consistent and effective two-way communication, including listening, among all stakeholders.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

Organizational Viability of the School

Capacity of the governing authority:

The governing authority is absolutely committed to the school, this is evidenced by their agreement not to accept monetary compensation for serving on the Schnee Learning Center Governing Board. The members have made themselves available for School Improvement Meetings, are in attendance at College and Career Fairs and graduation, and countless other activities throughout the school year. Board members also “stop by” unannounced to visit. Governing Board Members attend a minimum of seven regularly-scheduled Board meetings per year, and are always only a phone call or email away if we need their help. Please see attached questionnaires.

Governance and management roles and responsibilities and the oversight provided to the school:

Ms. Clapp is a parent of a former SLC student and a successful entrepreneur in the medical field. She brings valuable entrepreneurial, management, and finance skills to the Board.

Mr. Iula is a Cuyahoga Falls Councilman, with experience in the effective and responsible management of public funds and the grandfather of a current student.

Mr. Colavecchio is a Cuyahoga Falls City Council Member and an experienced attorney. He brings experience in the effective and responsible management of public fund and valuable legal experience and expertise to the Board.

Mr. Miller is an experienced recruiter and trainer. He brings valuable employment experience which includes curriculum development, management, human resources, professional development, and evaluation experiences to the Board.

Ms. Spinner is a professional working mother of four who is City of Cuyahoga Falls Council Member and works at the local Fortis College. She brings valuable community and post-secondary educational working experience to the Board.

All members are representatives of the communities SLC serves. Please see attached resumes/questionnaires.

The Governing Authority of the Schnee Learning Center is the Schnee Learning Center Board of Directors. The Board of Directors is responsible for:

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

- Helping create, approve, and monitor the SLC's annual budget
- Developing policies to guide the operation of the SLC
- Securing funding for the SLC
- Maintaining a commitment to the vision and mission statements of the SLC and the students the SLC serves
- Carrying out the provisions of the sponsor contract.

The Governing Authority of the SLC is responsible for carrying out the provisions of the contract with the Office of School Sponsorship. The members of the Governing Board are appointed public officials or public employees, and community leaders. The Board also includes a parent of a former student, as well as a grandparent of a current student. The Board purchases liability insurance for the SLC. The Board ensures that the SLC remains nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated as a sectarian school or religious institution. The Board also ensures compliance with Chapter 3314 of the Ohio Revised Code, as well as all other applicable sections of the Ohio Revised Code. The Board is responsible for the SLC's adherence with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Improvement Act (IDEA), and Ohio Administrative Code Chapter 3301-51. To the extent permitted by law, the Board is not required to have the SLC fundamentally alter its program or incur an undue financial or other hardship in the operation of its program. The Board does ensure that the SLC complies with Chapter 102 of the Ohio Revised Code, as well as section 2921.42, 3314.03, 3302.041, and 3302.04.

The Governing Authority is responsible for submitting a report of its activities and progress in meeting academic goals and performance standards contained in the Educational Plan and the Assessment and Accountability Plan, and of the SLC's financial status, to the Office of School Sponsorship and to the parents of all students enrolled in the school within four months after the end of each school year.

The Governing Authority evaluates the Executive Director using the Board-adopted tool, and adopts the annual operating and capital budgets; expenditures for certain non-budgetary items or items that exceed the budgeted amount; sale, lease, or other disposition of real property or certain personal property; or contract with a "management company," "operator," or certain other entities.

A representative of the Office of School Sponsorship and the Governing Board (or representative) meet quarterly throughout the school year to discuss sponsorship relations, accountability documents, and contractual compliance.

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

The Board acquires the services of a qualified fiscal officer which may be, but is not required to be, and outside representative.

The SLC's Executive Director, who is the chief operating officer of the SLC, has primary responsibility for day-to-day operations of the SLC. The Executive Director oversees and coordinates the daily operation and management of the SLC. The Executive Director recommends staffing and the Board approves. The Executive Director also serves as a liaison between the SLC and the Office of School Sponsorship, as well as between the SLC and permitted contractors.

The Board evaluates its own performance by reviewing data provided by the State of Ohio DORP report and the Schnee Learning Center's required annual report and makes adjustments and improvements based on the needs indicated by the data.

Corrective Action Plans and Improvement Plans: If the school has been placed on a corrective action plan or has created an improvement plan, the school must demonstrate how it will ensure the school will support and sustain compliance with rule, law, the contract and the corrective action or improvement plan. This must be supported with data, processes and procedures.

During the 2018-2019 school year, the Schnee Learning Center implemented the Ohio Improvement Process (OIP), a systems framework of collaborative team protocols to analyze data, research aligned improvement strategies, implement and monitor strategies, provide feedback to teams and determine effectiveness based on performance and implementation data. We assessed our needs, researched and selected evidence-based strategies aligned to our needs, planned for implementation, and the staff met weekly as a team to monitor and ensure fidelity to the SLC School Improvement Plan developed. Staff members participated in meaningful staff development, both on and off site, that was aligned to our plan.

Schnee Learning Center moved in a short time from being in danger of closure to "Meets Standards." It was a huge jump! As a team, and with support from the sponsor, program specialist, board members, SST 8, SCESC, and the Schnee families, great things were accomplished. The SLC team worked tirelessly on overall school improvement, was awarded a competitive grant to help with school improvement, and put the students first every day. Twenty students, 23% of the total student enrollment, met all graduation requirements in the 2018-2019 school year!

2019-2020 Office of School Sponsorship Application Form

School: Schnee Learning Center 147231

The SLC School Improvement Team will continue to meet throughout the 2019-2020 school year to review evidence-based data, surveys, etc. in order to review, assess growth, identify new needs (including professional development), and revise the School Improvement Plan as needed.

147231 - Schnee Learning Center Needs Assessment FY 2021

College and Career Readiness (Completed)

Group Name | **Early Warning System**

Question 1

Reference: ESEA 1112(b)(1)(B)

How are you identifying students that are at-risk of dropping out?

Question 2

Reference: ESEA 1112(b)(1)(B)

How many students are identified as at-risk for dropping out in grades 6-12? How many of those identified as at-risk of dropping out have a success plan?

At-risk students: Students with success plan:

Question 3

Reference: ESEA 1112(b)(1)(B)

Based on the number of students who dropped out last year, what does your data indicate about the effectiveness of your efforts to keep students from dropping out?

Question 4

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Group Name | **Graduation**

 Question 6  Required

Reference: ESEA 1112(b)(1)(B)

How many students, grades 9-12, are not on track to graduate?

37

 Question 7  Required

Reference: ESEA 1112(b)(1)(B)

What data are used to determine if students are not on track for graduation?

Credit completion checklists created at time of enrollment - every Schnee Learning Center student has one and they all get updated every quarter, State of Ohio required standardized test passage, and grades and progress in courses in which students are enrolled (reviewed twice quarterly).



Question 8

* Required

Reference: ESEA 1112(b)(12)

How are external partnerships utilized to improve student post high school outcomes and college and career readiness?

Schnee Learning Center works with Working with Child Guidance & Family Solutions of Akron, Ohio to help students prepare for the real, working world. Counselors set students up with vocational counselors, if necessary, transportation services, and help them plan for independent living.



Question 9

* Required

Which graduation pathway(s) are most utilized by your students? What barriers are there for students to have access to additional pathways?

The pathway most utilized by Schnee Learning Center students is earning a passing score on the Algebra 1 and English 2 End of Course exams and earning 2 required seals (specifically for our students, the Ohio Means Jobs Readiness Seal, Citizenship Seal, or Science Seal, however, a few of our students this graduating year did earn the Military Enlistment Seal, Fine and Performing Arts Seal, and Student Engagement Seal).



Question 10

* Required

Reference: ESEA 1112(b)(12)(B)

What evidence demonstrates that your Business Advisory Council helps to improve student graduation and post-high school outcomes?

We do not have a formal Business Advisory Council at Schnee Learning Center.



Question 11

* Required

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Considering we do not have a formal Business Advisory Council at Schnee Learning Center, perhaps creating one would result in a positive impact.



Question 12

Is this a Priority Need?

Yes No

Group Name |

Post-secondary



Question 13

* Required

Reference: ESEA 1112(b)(10)

What does your data indicate about success in ensuring all students are able to transition from high school to successful post-graduation outcomes?

We have not collected data from former students to determine if a successful transition was actually made after they graduated, but all students have a current Student Success Plan to help them transition to successful post-graduation outcomes.



Question 14

* Required

Reference: ESEA 1112(b)(12)

What data do you use to analyze if your marketing of career and technical education programs and access to post-secondary coursework is reaching all students?

Schnee Learning Center hosts a college, career, and military day and documents student attendance. Military recruiters visit our students at lunches and we document student/recruiter meetings. Representatives of post-secondary and other career and technical education programs are always welcome. Student work credits are documented for on-the-job career experiences.

Question 15

What does your data indicate about post-graduation outcomes (military, college/trade school, employed, Opportunities for Ohioans with Disabilities) for students with disabilities?



Question 16

* Required

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Our data indicates that a part-time on site career counselor/work placement coordinator would be helpful.



Question 17

Is this a Priority Need?

Yes No

Group Name |

Career Connections

Question 18

In analyzing your career advising support to students, which supports are most effective for specified populations?



Question 19

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Question 20

Is this a Priority Need?

Yes No

Community, Family Engagement (Completed)

Group Name |

Engagement



Question 1

Reference: ESEA 1112(b)(7)

What data is used to evaluate family engagement activities?

This section is not required.

Question 2

Reference: ESEA 1112(b)(7)

What does your data indicate about the successes and opportunities to improve the current family engagement activities for all families (English learners, homeless, foster, etc.)?

Question 3

Reference: ESEA 1112(b)(7)

What data is used to evaluate community and partner engagement activities?

Question 4

Reference: ESEA 1112(b)(7)

What does your data indicate about the successes and opportunities to improve the current community and partner engagement activities?

Question 5

Reference: ESEA 1112(b)(7)

How do you know that all activities are accessible to all staff and students including early childhood?

Question 6

Reference: ESEA 1112(b)(10)

Based on data, how effectively is your transition information (such as middle/high school course offerings, dual high school/college enrollment, career and technical center enrollment, community work experience, agencies and services) provided to students with disabilities in a culturally and linguistically appropriate way? Preschool to school age? effective at age 14? after age 14?

Preschool to school age: Effective at age 14: After age 14:

Question 7

What does your data indicate about the successes and opportunities to improve the current family engagement activities in the transition planning process for students with disabilities beginning with early intervention to preschool and preschool to school age through 21st birthday?

Question 8

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Curriculum, Instruction and Assessment (Completed)

Group Name |

English Language Arts



Question 1

* Required

Reference: ESEA 1114(b)(7)(iii); ESEA 1112(b)(1)

In what area(s) of reading achievement are your students not proficient? PK-3? 4-12? Data sources may include, but are not limited to, the English language arts assessment prescribed under ORC 3301.0710 (grades 3-8, ELA I and II), the language and literacy portion of the Kindergarten Readiness Assessment, reading diagnostic assessments (required for grades K-3 under the Third Grade Reading Guarantee), the Early Learning Assessment and screeners.

Grades PK-3: Not Applicable. We have no PK-3 students.

Grades 4-12:

Many of our students are not proficient in ELA I and ELA II prescribed under ORC 3301.0710 and are not at grade level on the NWEA-MAP reading assessment. Our students' weakest areas are (from Ohio Learning Standards): RL.9-10.1 Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, RL.9-10.3 Analyze how complex characters (e.g., those with multiple or conflicting motivations) develop over the course of a text, interact with other characters, and advance the plot or develop the theme, and RL.9-10.4 Determine the meaning of words and phrases as they are used in the text, including figurative and connotative meanings; analyze the cumulative impact of specific word choices on meaning, mood, and tone (e.g., how the language evokes a sense of time and place or an emotion; how it sets a formal or informal tone). Data from the ELA 1 & 2 Ohio End-of-Course exams also indicate writing is also a weakness.



Question 2

* Required

Reference: ESEA 1114(b)(7)(iii); ESEA 1112(b)(1)

What diagnostic assessment and score/percentile does your district use to determine the on-track/not on-track status of K-3 students?

N/A-- No K-3 students.



Question 3

* Required

How does your reading achievement data for students with disabilities demonstrate mastery of content received in the general education classroom?

Data for students with disability demonstrates they are achieving at similar levels as non-SWD students. All of our students SWD are fully-included in regular ed classrooms and receive additional supports and differentiated instruction.

Question 4

What data or trends demonstrate that your evidence-based literacy strategies are effective? Describe the evidence-based strategies used to meet specific learner needs and improve instruction.

Question 5

What does your data indicate about implementation of your identified evidence-based practices?

Question 6

Explain how adult implementation data was used to inform ongoing implementation and improvement.

Question 7

Based on this data, what areas of literacy or grade levels need additional assistance to ensure complete fidelity of

implementation?



Question 8

* Required

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Root causes of Schnee Learning Center's reading achievement are overall low reading comprehension skills, lack of familiarity of the vocabulary of the testing questions, and lack of proficient high school writing skills. If addressed, over time, there would be a positive impact on reading and writing skills and test scores.



Question 9

Is this a Priority Need?

Yes No

Group Name |

Mathematics



Question 10

* Required

Reference: ESEA 1114(b)(7)(iii); ESEA 1112(b)(1)

In what area(s) of mathematics achievement are your students struggling or showing significant growth? PK-3? 4-12?

Grades PK-3: N/A We have no PK-3 students.

Grades 4-12:

Schnee Learning Center students are struggling the most in geometry, specifically: 1. Derive the formula for the area of a sector, and use it to solve problems. 2. Identify figures that have rotational symmetry; determine the angle of rotation, and use rotational symmetry to analyze properties of shapes. However, Schnee Learning Center Students increased overall scores by 2% in both Algebra and Geometry from Spring 2019 to Fall 2019.



Question 11

* Required

In what area(s) of mathematics achievement are your students with disabilities struggling or showing significant growth? PK-3? 4-12?

Grades PK-3: N/A We have no PK-3 students.

Grades 4-12:

Schnee Learning Center's students with disabilities struggle most in the same areas of geometry that our general ed students struggle (see question 10), and they show the most growth in: "knowing the precise definitions of ray, angle, circle, perpendicular line, parallel line, and line segment, based on the undefined notions of point, line, distance along a line, and arc length." (Attributed to focus on vocabulary in the math classroom).



Question 12

* Required

Reference: ESEA 1114(b)(7)(iii); ESEA 1112(b)(1)

What discrepancies exist between your mathematics diagnostic tools and student learning outcomes?

Our data do not indicate discrepancies between our mathematics diagnostic tools and our student learning outcomes, as the weaknesses were in the same areas. Intervention/differentiation are needed.



Question 13

* Required

How does your mathematics achievement data for students with disabilities demonstrate mastery of content received in the general education classroom?

Our mathematics achievement data for students with disabilities demonstrates mastery of content received in the general education classroom, as they are included in the general education classroom, and their IEP goals align with the Ohio Learning Standards.

Question 14

What data or trends prove that your evidence-based mathematics strategies are effective? Describe the evidence-based strategies used to meet specific learner needs and improve instruction.

Question 15

What does your data indicate about implementation of your identified evidence-based practices?

Question 16

Explain how the adult implementation data was used to inform ongoing implementation and improvement.

Question 17

Based on this data, what areas of mathematics or grade levels need additional assistance to ensure complete fidelity of implementation?



Question 18

* Required

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

The underlying root cause is that Schnee Learning Center students score significantly below grade level in all areas of math achievement upon entering the school (according to NWEA-MAP scores and previous Ohio standardized test scores). Intensive tiered intervention is needed and provided.

Question 19

Is this a Priority Need?

Yes No

Group Name |

Instruction

Question 20

Reference: ESEA 1114(b)(7)(A)(iii)

Enter Multi-Tiered System of Support (MTSS) Tier 1 only Schools:

Number of Schools: Grades PK-6: Grades 7-12:

Question 21

Reference: ESEA 1114(b)(7)(A)(iii)

Enter Multi-Tiered System of Support (MTSS) Tier 1 and 2 only Schools:

Number of Schools: Grades PK-6: Grades 7-12:

Question 22

Reference: ESEA 1114(b)(7)(A)(iii)

Enter Multi-Tiered System of Support (MTSS) Tier 1 and 2 and 3 Schools:

Number of Schools: Grades PK-6: Grades 7-12:

Question 23

Reference: ESEA 1114(b)(7)(A)(iii)

Enter Multi-Tiered System of Support (MTSS) Not Implementing Schools:

Number of Schools: Grades PK-6: Grades 7-12:

Question 24

Reference: ESEA 1114(b)(7)(A)(iii)

Based on the data collected, what barriers keep schools from implementing MTSS at all three levels?

Question 25

Reference: ESEA 1114(b)(7)(A)(iii)

What impact has the fidelity of MTSS implementation had on student achievement?

Question 26

Reference: ESEA 1114(b)(7)(A)(ii)

How does the district/building monitor effective instructional strategies and methods to assure strong academic learning programs are implemented and quality instructional time is maximized?

Question 27

Reference: ESEA 1114(b)(7)(A)(ii)

What does the district/building provide as an enriched and accelerated curriculum to enrich and accelerate learning?

Question 28

Reference: ESEA 1114(b)(7)(A)(ii)

How could the district/building improve curriculum and instruction to provide well-rounded educational opportunities for all students?

Question 29

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Question 31

What evidence is used to ensure that all curriculum for all instructional areas and all grade levels (PK-12) is aligned with the learning standards?

Question 32

Reference: ESEA 1114(b)(7)(A)(IV); 1115(d)(1); 1115(d)(2)

How are professional development opportunities determined and evaluated to ensure they meet the needs of teachers to implement adopted standards aligned curriculum?

Question 33

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Question 35

What data speaks to how students' needs identified through the Evaluation Team Report and Individualized Education Program goals are being monitored and improved?

Question 36

What does your internal monitoring data indicate about alignment of student needs identified in the Evaluation Team Report with Individualized Education Program goals?

Question 37

How does that data inform your support and services for students with disabilities?

Question 38

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Question 40

Reference: ESEA 1112(e)(3)

How do you evaluate that the language assistance program(s) you provide are educationally sound and proven successful?

Question 41

Reference: ESEA 1112(e)(3)

How do you maintain and ensure meaningful and effective communication with English learner families?

Question 42

Reference: ESEA 1112(e)(3)

How do you address and meet the school readiness needs and continued academic needs, in partnership with local providers and partners, of pre-school and school age English learners?

Question 43

Reference: ESEA 1112(e)(3)

What does your data indicate about the effectiveness of the academic supports that are in place to ensure English learners are making progress?

Question 44

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Group Name |

Special populations - Homeless

Question 46

Reference: ESEA 1112(b)(6)

How is your district working with your local county and community agencies (for example Continuum of Care) in order to create and carry out strategies that ensure educational stability for students, youth and families experiencing homelessness?

Question 47

Reference: ESEA 1112(b)(6)

How do you evaluate your effectiveness to connect students experiencing homelessness to the school community (including being in contact with stable adult role models and fully participating in in-school and extracurricular activities)?

Question 48

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Question 50

Reference: ESEA 1112(b)(6)

How do you evaluate your effectiveness to connect students in foster care to the school community (including being in contact with stable adult role models and fully participating in in-school and extracurricular activities)?

Question 51

Reference: ESEA 1112(b)(6)

How is your district working with your local county child welfare agency in order to create and carry out procedures that ensure the educational stability of youth in foster care?

Question 52

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Question 54

Reference: ESEA 1422(d); 1431(a)

What percentage of students enrolled in district neglected and delinquent programs demonstrated an increase in academic performance?

Question 55

Reference: ESEA 1422(d); 1431(a)

What percentage of eligible students enrolled in district neglected and delinquent programs attained a high school diploma or career-recognized credentials?

Question 56

Reference: ESEA 1422(d); 1431(a)

Based on these results, what barriers need to be addressed to support the academic progress and post-graduation opportunities for students enrolled in neglected and delinquent programs? What transitional services are provided to students to and from neglected and delinquent programs?

Question 57

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Group Name |

Special populations - Military

Question 59

How do you support the community, health and social services needs of PK-12 students and their military families?

Question 60

How do you evaluate the effectiveness of the supports provided to military families and students in meeting the community, health and social service needs?

Question 61

How do you address and meet the school readiness needs and continued academic needs, in partnership with local providers and partners, of pre-school and school age children in military families?

Question 62

How do you evaluate the effectiveness of the supports provided to military families and students in meeting and addressing school readiness needs and continued academic needs?

Question 63

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Fiscal Management (Not Started)

Group Name |

Internal Controls

Question 1

The District has a system of internal controls designed in accordance with Uniform Guidance **2 CFR 200.303 Internal Controls** and **Standards for Internal Controls in the Federal Government** to ensure the District has established, maintained, and managed internal controls over Federal Awards. If it is determined your entity needs more assistance in this area, the Department has also provided districts and organizations with a voluntary self-evaluation tool to assist in establishing, reviewing and maintaining an effective internal control infrastructure. **Link to Internal Control Self-Assessment Questionnaire Tool Instructions.**

The system should include the following:

Monitors how the entity effectively manages the federal grants/awards.

Yes No

Ensures compliance with Federal statues, regulations, and grant terms and conditions.

Yes No

Ensures written policies and procedures implemented by the agency are being followed.

Yes No

Ensures prompt actions are taken for all audit or grant review findings (i.e. establishes corrective actions to be taken by the entity; and follow-ups to ensure implementation by identified deadline.).

Yes No

Establishes safeguards to protect sensitive and personal identifiable information.

Yes No

Ensures communication with all levels within the District including board members, stakeholders, ODE, etc.

Yes No

Question 2

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Group Name |

Financial Management

Question 4

As required by **Uniform Guidance 2 CFR 200.302** Financial Management, entity's must expend and account for Federal funding in accordance with federal regulations to ensure required reporting is met and expenses incurred are allowable in accordance with the regulations of the grant(s).

As outlined by Section (a) and (b) (1) - (7) of this section, does the entity's financial management system provide for the following:

Identification, in its accounts, all Federal awards received and expended and the Federal programs under which they were received. Includes, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

Yes No

Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements (Includes compliance with applicable Federal requirements and performance expectations).

Yes No

Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

Yes No

Comparison of expenditures with budget amounts for each Federal award.

Yes No

Written procedures for determining the allowability of costs in accordance with Subpart E.

Yes No

Cost Principles and the terms and conditions of each Federal award.

Yes No

Written procedures for record retention in accordance with 2 CFR 200.333.

Yes No

Question 5

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Group Name |

Budgeting

Question 7

Procedures are in place to cover the budgeting process taken by the District (reference: **Ohio Department of Education**

- **Grants Management - Interactive Grants Manual**) and encompass the following:

Appropriate allocation of available resources that consider both the operations and the educational aspects of the funding sources; including federal and state requirements associated with the funding.

Yes No

Budget of allocated amounts consider goals to be met; impact of any budget changes and communication between program and fiscal staff related to budget changes/revisions; methods used to allocate budgeted resources at the buildings and departments level by grant; and all funding sources are clearly accounted for.

Yes No

Incorporate the requirements for budgeting and maintaining required documentation for grant expenditures (reference Budgeting Expenses and Required Support Documentation).

Yes No

Establishes the Substantially Approved Date (SAD) to ensure no funds are obligated prior for both the original budget and any subsequent revised budget(s).

Yes No

Procedures to monitor budget with obligations made and payments issued (within period of availability and benefit grant).

Yes No

Any required budget revisions follow the Grants Management Budget Revision Guidance 2015-005.

Yes No

As defined by Uniform Guidance 2 CFR 200.302 Financial Management, the District is required to have a comparison of expenditures with budget amounts for each Federal award.

Yes No

Question 8

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Group Name |

Procurement

Question 10

The District implemented policies and procedures to ensure compliance with Uniform Guidance Procurement Standards as outlined by the following:

2 CFR 200.318 General Procurement Standards - The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurement conform to applicable Federal law and the standards identified in this section. In addition, the Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders; maintain written Standards of Conduct covering conflict of interest and ensure requirements for the Suspension and Debarment are implemented (2 CFR 200.213).

Yes No

2 CFR 200.320 Methods of Procurement Standards - the non-Federal entity must follow the methods of procurement identified within the regulation (micro-purchases, small purchase procedures, sealed bids, competitive proposals, and noncompetitive proposals).

Yes No

Question 11

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Leadership, Administration, Governance (Completed)

Group Name |

Shared Leadership



Question 1

* Required

Reference: ESEA 1114(b)(2)

What structures do you have in place to ensure all stakeholder voices are included in school/district leadership teams (examples: parents, community, business, certified staff, noncertified staff)? What stakeholder voices are missing?

Structures you have in place:

Schnee Learning Center's Building Leadership Team includes parents, community members, SCESC representative, sponsor representative, business member, a Board member, administrative staff (including an intervention specialist, noncertified staff, and a community mental health professional). All vacancies that occur are filled.

Missing stakeholder voices:

The only stakeholder group not represented on the Schnee Learning Center's Building Leadership Team is the student group.

Question 2

Reference: ESEA 1114(b)(2)

How are early childhood professionals and leadership included within your team structures?

Question 3

Reference: ESEA 1112(B)(7); 1114(b)(2); 1116(3)

What does your implementation data indicate about how effectively your leadership teams communicate with each other (both up and down) and to stakeholder groups?

Question 4

Reference: ESEA 1114(b)(2)

How do instructional teams focus improvement efforts on strategies for improving teaching and learning?



Question 5

* Required

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Adding a student representative to some of Schnee Learning Center's Building Leadership Team meetings.



Question 6

Is this a Priority Need?

Yes No

Operations (Not Started)

Group Name |

Child Nutrition

Question 1

What role does your child nutrition office play in leadership teams?

Question 2

If you are implementing a breakfast program, what percentage of students are utilizing the program?

Question 3

What barriers exist for students to participate in a school breakfast program? If not implementing a breakfast program, what barriers exist in implementing a school breakfast program?

Barriers for student participation: Barriers for implementation:

Question 4

How are you analyzing the quality of the food being served to students and improving students' access to free fruit and vegetables?

Question 5

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Group Name |

Transportation

Question 7

When determining transportation routes and staffing, how is efficiency analyzed? Consider number of buses running, number of children on buses, and route designs.

Question 8

What data are you looking at when determining your transportation human capital needs?

Question 9

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Professional Capital (Completed)

Group Name |

Educator Equity



Question 1



Required

Reference: ESEA 1112(b)(2)3; 1112(c)(6)

What factors (such as seniority, education, student population, certification) do you use to determine the best placement for teachers and administrative staff?

The placement for teachers and administrative staff is determined first, and foremost, by the Schnee Learning Center's at-risk students' needs. Teachers, the Guidance Counselor, the Title 1 Aide, and administrators are all properly licensed by the State of Ohio. Seniority is not a consideration when placing teachers or administrators, but financial considerations (who can we afford) are always an issue.

 Question 2  Required

Reference: ESEA 1112(b)(2)3; 1112(c)(6)

How does your academic data support your current staffing placement structures?

The Ohio 2019 Dropout Recovery Program Report for Schnee Learning Center reflects that the school Meets or Exceeds Standards in all areas except the NWEA/MAP measurements for progress in math and reading.

Question 3

Reference: ESEA 1114(b)(7)(iii)(IV)

Using data, how do you determine professional development needs? What are your identified gaps in professional development?

 Question 4  Required

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Professional development designed to address student weaknesses in both reading and math, would result in a positive impact.

 Question 5

Is this a Priority Need?

Yes No

Group Name |

Educator Recruitment and Hiring

 Question 6  Required

What types of positions (subjects, grades, school location, special positions) are left vacant year-after-year?

Although no positions are left vacant year-after-year at Schnee Learning Center, there are several employees who have multiple duties/titles and several part-time employees.

 Question 7  Required

How is the district currently addressing these vacancy challenges?

Schnee Learning Center addresses vacancy challenges by interviewing for, and replacing any teachers who resign and by employees absorbing more duties than a single position usually entails.

 Question 8  Required

What projected openings (subjects, grades, school locations, special positions) do you anticipate in the next 3-5 years?

In the next 3-5 years, the Schnee Learning Center's budget, including any upcoming budget cuts, will drive any openings, as we lose employees to higher-paying positions, or to positions that are full-time with benefits. We anticipate losing our "Part-Time Literacy/School Compliance Consultant" after the FY 22 school year, as it is a grant-funded position, and the grant will be ending.



Question 9

* Required

How are you planning to address these projected vacancy needs?

We will replace any essential teachers by advertising the open positions and interviewing quality applicants. The grant-funded position will not be filled.



Question 10

* Required

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Funding, funding, funding. With no local tax base dollars (levies) supporting the Schnee Learning Center and state funding very fragile, especially with the COVID-19 expenditures the state of Ohio has absorbed, educational funding is not predictable at the present time.



Question 11

Is this a Priority Need?

Yes No

School Climate and Supports (Completed)

Group Name |

Safe and Healthy Schools

Question 1

Reference: ESEA 1114(b)(7)(iii)(I)

What strategies (counseling, school-based mental health programs, specialized instructional support services, mentoring services, etc.) are implemented to improve students' skills?

Question 2

Reference: ESEA 1114(b)(7)(iii)(I)

What does your data indicate about the effectiveness of your current strategies?

Question 3

Reference: ESEA 1114(b)(7)(iii)(I)

What tools are you using to determine the mental health needs of all students? For those students identified as having a disability? What does your data indicate are your students' greatest needs?

Question 4

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Group Name |

Behavioral supports

Question 6

Please provide the following data: What number of students received office discipline referrals in the previous year for the same behavior?

Number of students (0 - 1 discipline referrals): Number of students (2 - 5 discipline referrals):

Number of students (6+ discipline referrals):

Question 7

Reference: ESEA 1112(b)(11)

Based on your out-of-school suspension data, is there a behavior where you have a large percentage of students receiving out-of-school suspension? When looking at this particular behavior do you see trends, patterns, family or community influences or other impacting factors?

Behavior summary: Behavior trends, patterns:

Question 8

Reference: ESEA 1112(b)(11)

Is there disproportionality (gender, disability status, race/ethnicity, grade bands) for out-of-school suspension? When looking at disproportionality do you see trends, patterns, family or community influences or other impacting factors?

Disproportionality identified: Disproportionality trends, patterns:

Question 9

What team regularly reviews office discipline referral data?

Question 10

Reference: ESEA 1112(b)(11)

What type, if any, of disproportionality (gender, disability status, race/ethnicity, grade bands) exists among office discipline referrals?

Question 11

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Group Name |

Student Transition



Question 13

* Required

What procedures do you have in place to ensure immediate enrollment, record transfer, and the successful transition of students? How effective are your current procedures?

Procedure summary:

Upon enrollment into the Schnee Learning Centers, all students are required to provide the following: (1) any records from the public or nonpublic school the student most recently attended (2) if issued and applicable, a certified copy of an order or decree, or modification of such an order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child (3) if executed and applicable, a copy of a power of attorney or caretaker authorization affidavit, if either has been executed with respect to the child, and (4) a birth certificate or comparable document as defined by Ohio law. Upon enrolling a student, the school makes a request for records (including any IEP or 504 plan) within 24 hours from the school the students most recently attended. The Schnee Learning Center requires each enrolled student to submit an approved document to verify their home address.

Procedure effectiveness:

The Schnee Learning Center does not have any problems getting students enrolled immediately and receives timely record transfers from schools and verifications from families.



Question 14

* Required

Do you see specific times of year when you have highs and lows in student transfers/enrollments? If yes, provide details.

We see an increase in student transfers/enrollments at the beginning of the school year and at the end of grading periods. Transfers/enrollments are fairly consistent throughout the school year.

Question 15

Reference: ESEA 1114(b)(7)(iii)(V)

How effective are your current strategies in assisting preschool children to transition from early childhood education programs to elementary school programs and/or from elementary school programs to secondary school programs?



Question 16

* Required

What are you doing to assess student academic needs upon student transfer into your school/district? In what areas do you often see transferring students being most successful and least successful?

The school Guidance Counselor meets with each student immediately upon enrollment to Schnee Learning Center. Students who transfer to us are typically more successful in sciences, language arts, and social studies classes (they typically have earned these credits). The students are less successful in math classes and in passing required Ohio standardized exams. Earning electives can be a challenge depending on what school the student is coming from, as well.



Question 17

* Required

In what areas are students who transfer in and out of your district most likely to need supports? What supports do you have in place to ensure a student socially and academically transfers in and out of your school/district?

Students who transfer to Schnee Learning Center need support in mental health, social-emotional skills, and almost all academic areas even if they have earned credits at their previous schools. Schnee Learning Center employs a full-time Ohio-Licensed School Guidance Counselor who provides daily social-emotional and career counseling supports and the school contracts with Child Guidance & Family Solutions to provide a part-time licensed mental health professional who is continuing to serve our students throughout the summer months. The school also provides licensed Intervention Specialists, who provide both academic and social-emotional supports, and an ESEA-Qualified Title 1 Aide provides additional academic and other supports. SLC also employs a part-time licensed school psychologist for IDEA testing, 504 Plans, and other supports. The entire school staff is in the process of rolling out a new Positive Behavior Intervention Program in the upcoming 2020-2021 school year.



Question 18

* Required

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive

impact?

The underlying root causes are that most of our students have suffered some kind(s) of trauma before they enroll with us, and they are usually academically behind and at-risk of dropping out of school for many reasons.



Question 19

Is this a Priority Need?

Yes No

Group Name |

Attendance



Question 20

* Required

How is absenteeism concentrated among particular students, grade levels or subgroups?

Absenteeism is most notable with Schnee Learning Students who are employed and with students whose families have not transportation or move frequently.



Question 21

* Required

What is the relationship between attendance patterns and achievement and attendance patterns and disciplinary data?

The data show that attendance patterns affect on-time course completion, but not disciplinary data.



Question 22

* Required

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Underlying root causes, if addressed, that would result in a positive impact are lack of social-emotional skills, mental health issues, and poverty.



Question 23

Is this a Priority Need?

Yes No

Group Name |

Positive Behavioral Intervention Supports

Question 24

Please provide the following data for Positive Behavioral Intervention Supports (PBIS). Enter PBIS Tier 1 schools:

Number of Schools: Grades PK-6: Grades 7-12:

Question 25

Enter PBIS Tier 1 and 2 Schools:

Number of Schools: Grades PK-6: Grades 7-12:

Question 26

Enter PBIS Tier 1 and 2 and 3 Schools:

Number of Schools: Grades PK-6: Grades 7-12:

Question 27

Schools not implementing PBIS:

Question 28

What keeps schools from implementing PBIS at all three levels? What resources are needed for successful High School implementation?

Question 29

What impact has the fidelity of PBIS implementation had on student achievement?

Question 30

Root Cause(s): Based on your analysis, what are the underlying root cause(s) that if addressed, would result in a positive impact?

Attachment 7

Not Applicable (no operator for the school)

Attachment 8



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: O'Neill Insurance, 111 High Street, Wadsworth, OH 44281
CONTACT NAME: Mark Anderson, CIC, AIC, CPCU
PHONE: (330) 849-5216
FAX: (330) 336-5697
E-MAIL ADDRESS: manderson@oneillinsurance.com
INSURER(S) AFFORDING COVERAGE: Indiana Insurance Company
NAIC #: 22659

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Property.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Certificate holder information: Ohio Department of Education, Office Community School Sponsorship, 25 S. Front Street, Columbus, OH 43215. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Continuation
Certificate

Westfield Insurance Company

Westfield Insurance®
1 Park Circle, PO Box 5001
Westfield Center, Ohio 44251-5001

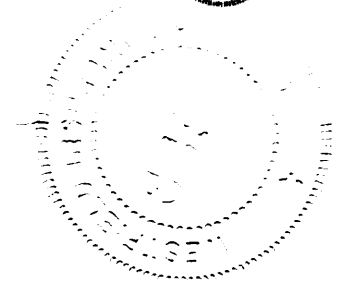
In consideration of an agreed premium payable in advance, the Bond described below is hereby continued in force for the period indicated. Continuation is subject to the condition that the maximum aggregate liability under the Bond and any and all continuations thereof shall in no event exceed the amount of liability shown herein. This endorsement shall be valid only when executed by an attorney-in-fact of this Company.

BOND NO.	BOND AMOUNT	RENEWAL PREMIUM	CONTINUED	
			FROM	TO
BND 1149421	\$ 25,000.00	\$ 156.00	3/1/2020	3/1/2021
PRINCIPAL Christopher D Massa (on behalf of Schnee Learning Center)				
OBLIGEE State of Ohio				

Signed, sealed and dated this 15th day of January, 2020.

O'NEILL INSURANCE AGENCY INC
Agency
111 High Street Wadsworth, OH 44281-1857
City & State

By: Jody Maibach
Jody Maibach
Attorney-in-Fact





CERTIFIED COPY

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint of **Wadsworth** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver **Jody Maibach**

Bond Number: **BND 1149421**
Principal Name: **Christopher D Massa**
Obligee Name: **State of Ohio**
Bond Penalty: \$ **25,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, **Westfield Insurance Company** has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **17th** day of **December 2019**.

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

Affixed
Corporate
Seal



CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **15th** day of **January**, A.D., **2020**

By: **Frank Carrino, Secretary**

State of Ohio
County of Medina ss:

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

By:
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

Attachment 9

SCHNEE LEARNING CENTER

ENROLLMENT PROCEDURES

- Parent/ Guardian contacts Student Services Specialist (SSS) to make appointment for intake interview/ or walk in enrollments are welcome as well
 - Intakes are scheduled within one (1) school day from the date of the phone call
 - At Intake Interview-
 - Interviewer (SSS or designee) goes over Intake sheet to gather pertinent information about student (demographics, credits, why Schnee, what has caused credit deficiency, etc.)
 - Interviewer explains details about Schnee Learning Center and answers questions
 - Interviewer goes over enrollment packet with family and sets return date for enrollment paperwork, orientation date, start date- within one (1) week from date of interview
 - Return date: Wednesday
 - Orientation: Following Monday
 - Start Date: Tuesday
 - Interviewer asks parent/ guardian to sign records release/ request to begin process of obtaining records
 - Release/ Request form sent within one (1) business day
 - Enrollment Process
 - Parent/ Guardian brings in enrollment paperwork by Wednesday of following week
 - School Secretary/ SSS reviews paperwork to ensure all necessary paperwork is included
 - If items are missing- School Registrar contacts previous school for missing items the school may have that the parent/ guardian may be missing (custody papers, birth certificate, etc.) within one (1) school day
 - Once all completed and necessary paperwork is submitted, materials are sent to NEONET via email for registering within (at least) two (2) school days prior to the start date – completed by School Registrar
 - NEONET contacts School Registrar to inform when the student has been enrolled
 - School Guidance Counselor creates schedule for student
-
- Orientation is completed by SSS and student meets with School Guidance Counselor

Enrollment Checklist

Student Name _____

Today's Date _____

Start Date _____

School _____

Blocks: 1 2 3 4 5 6 16

Official Grade _____ Credit Grade _____

Teacher Assignment _____

REQUIRED FORMS TO BE ON FILE PRIOR TO STUDENT'S FIRST DAY

- Application Fee N/A
- Birth Certificate / Passport / Hospital Certificate of Live Birth
Mother's Maiden Name _____
- Social Security number or card
- Proof of Residency
What type: Utility bill / lease
- Custody Papers, if any (copy the full document)
Refer questions / concerns to Pupil Services
- Green Enrollment Form How did you learn about Schnee?
Why have you decided to come to Schnee?
- Immunizations

- Withdrawal from previous school (fees paid)
- Court Involved? Yes No
- Schnee Fees Paid? Yes No
- Emergency Medical Form
- Free/Reduced Healthy Snack Application
- Identified as needing **Special Education Services?** Yes No
If yes, add IEP and ETR to the record request. Inform Special Ed Supervisor prior to placement.
- Identified as needing a **504?** Yes No
If yes, add 504 to the record request. Inform Special Ed Supervisor prior to placement
- Request for Records Form signed and dated
- Current Grade Card
- Unofficial Transcript
- Parking Permit needed: Yes No
- Handbook Form signed and dated



A Conversion Community School

2222 Issaquah Street
Cuyahoga Falls, Ohio 44221
330-922-1966
Fax: 330-945-4059

Today's Date: _____

REQUEST FOR TRANSFER OF SCHOOL RECORDS

Student's Name: _____ Birth Date: _____

To: Last High School Attended: _____

Previous High Schools Attended: _____

Phone #: _____ Fax #: _____

The above named student is being enrolled in Schnee Learning Center. I hereby request and give my consent to the transfer of copies of the student's records to:

Schnee Learning Center
2222 Issaquah Street
Cuyahoga Falls, Ohio 44221

Please specify those records which are to be released:

- Permanent Records such as Attendance History, Grade Cards, Nine Week Grades, Test Results, etc.
- Personal Records such as birth certificate, social security card, Immunization Records, etc.
- Other Records such as any psychological testing, 504, ETR, IEP, etc.

Parent / Guardian Signature: _____

Parent / Guardian Printed Name: _____

- Parent
- Legal Guardian
- Age of Majority (18 year-old student)

Please note that your signature permits your student to be withdrawn from _____ and enrolled at _____ (Fill in School Name) Schnee Learning Center.

Date Records Received: _____ For Office Use Only Received By: _____

Date Data Released: _____ Released By: _____

This form shall be maintained as part of the student's permanent record

**SCHNEE LEARNING CENTER
ENROLLMENT FORM/RECORD CHANGE**

<small>(office use only)</small>	DATE ENROLLED _____	SCHOOL _____	STUDENT # _____
NEW STUDENT _____	CHANGE OF INFO _____	GRADE _____	HOMEROOM _____
			LOCKER # _____

STUDENT INFORMATION

NAME: _____ MALE FEMALE
(LAST) (FIRST) (MIDDLE - REQUIRED)

ADDRESS: _____ PHONE: _____ UNLISTED
(STREET NUMBER & NAME)

CITY: _____ STATE: OH ZIP: _____

DATE OF BIRTH: _____ PLACE OF BIRTH _____
(CITY & STATE - REQUIRED)

STUDENT'S SS# _____ / _____ / _____ MOTHER'S MAIDEN NAME _____

Is the student of Hispanic/Latino heritage (H) Yes No
If "No", what is the student's race? Mark one or more races to indicate what this person considers himself/herself to be:
 Am. Indian/Alaskan Native (I) White (Non-Hispanic) (W) Black or African American (Non-Hispanic) (B)
 Asian (A) or Native Hawaiian or other Pacific Islander (P)

Is the student receiving Special Education Services? YES NO
If yes, please indicate the type(s) of services received: _____

Does the student have any medical/health or other concerns that the school should be aware of? YES NO
If yes, please explain: _____

Does the student need to take any medication(s) at school? YES NO 1ST POLIO IMMUN. DATE: _____

Native Language: _____ Primary language spoken by student: _____

Citizenship Status: US Citizen _____ Exchange Student _____ Other, Non-US Citizen _____

PREVIOUS SCHOOL EXPERIENCE	CURRENT SCHOOL
Has student attended Cuyahoga Falls City Schools before? <input type="checkbox"/> YES <input type="checkbox"/> NO	Name of School: _____ / Name of Building: _____
If yes, where? When? _____	Years attended: _____

PARENT INFORMATION

Father's Name _____ Address: _____ Phone: _____

Mother's Name: _____ Address: _____ Phone: _____

Legal Guardian: _____ Address: _____ Phone: _____

Are parents divorced? Yes No Never Married? Student is in custody of: _____
Student lives with: Mother Father Foster Parent Legal Guardian Other _____

SIBLING INFORMATION

List other children in the family:

NAME	SEX M/F	DOB	SCHOOL ATTENDING, IF ANY

Parent Signature _____ Date _____

2019-2020 FREE AND REDUCED PRICE SCHOOL HEALTHY SNACKS FAMILY APPLICATION

Part 1. ALL HOUSEHOLD MEMBERS (USE A SEPARATE APPLICATIONS FOR EACH FOSTER CHILD)

Names of all household members (First, Middle Initial, Last)	Name of school and school grade level for each child/or indicate "NA" if child is not in school.		Check if a foster child (legal responsibility of welfare agency or court) *If all children listed below are foster children, skip to Part 5 to sign this form.	Check if No Income
	School	Grade		
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

Part 2. BENEFITS: If any member of your household receives Supplemental Nutrition Assistance Program (SNAP, formally Food Stamps) or Ohio Works First (OWF) benefits, provide the name and 10-digit case number for the person who receives benefits and skip to Part 5. If no one receives these benefits, skip to Part 3.
 NAME: _____ 10-DIGIT CASE NUMBER: _____

Part 3. If any child you are applying for is homeless, migrant, or a runaway check the appropriate box and call Anthony Pallija, 330.922.1966, Ext. 502520.
 Homeless Migrant Runaway

Part 4. TOTAL HOUSEHOLD GROSS INCOME (before deductions). List all income on the same line as the person who receives it. Check the box for how often it is received. Record each income only once.

1. NAME (List all household members with income)	2. GROSS INCOME AND HOW OFTEN IT WAS RECEIVED															
	Earnings from work before deductions	Weekly	Every 2 Weeks	Twice Monthly	Monthly	Welfare, child support, alimony	Weekly	Every 2 Weeks	Twice Monthly	Monthly	Pensions, retirement, Social Security, SSI, VA benefits	Weekly	Every 2 Weeks	Twice Monthly	Monthly	All Other Income (indicate frequency, such as "weekly" "monthly" "quarterly" "annually")
(Example) Jane Smith	\$200	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$150	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$50.00/quarterly
\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____ / _____
\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____ / _____
\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____ / _____
\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____ / _____

Part 5. SCHOOL INSTRUCTIONAL FEE WAIVER ADULT CONSENT: Your child(ren) may qualify for a waiver of their school instructional fees. We must have your permission to share your meal application information with school officials if your child(ren) qualifies for a fee waiver. Answering this question will not change whether your children will get free or reduced price healthy snacks.

Please check a box: Yes I agree to have my meal application used to determine if my child(ren) qualify for a fee waiver.
 No, I do not agree to have my meal application used to determine if my child(ren) qualify for a fee waiver.

Signature of Parent/Guardian for the Instructional Fee Waiver Question: _____ Date: _____

Part 6. SIGNATURE AND LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER (ADULT MUST SIGN)

An adult household member must sign the application. If Part 4 is completed, the adult signing the form must also list the last four digits of his or her Social Security Number or mark the "I do not have a Social Security Number" box. (See Privacy Act Statement on the back of this page.)

I certify (promise) that all information on this application is true and that all income is reported. I understand that the school will get Federal funds based on the information I give. I understand that school officials may verify (check) the information. I understand that if I purposely give false information, my children may lose meal benefits, and I may be prosecuted.

Sign here: X _____ Print name: _____ Date: _____

Address: _____ Phone Number: _____

Last four digits of your Social Security Number: ____-____-____-____ I do not have a Social Security Number

Part 7. Children's ethnic and racial identities (optional)

Choose one ethnicity:

Hispanic/Latino Not Hispanic/Latino

Choose one or more (regardless of ethnicity):

Asian American Indian or Alaska Native
 White Native Hawaiian or other Pacific Islander
 Black or African American

Don't fill out this part. This is for school use only.

Annual Income Conversion: Weekly x 52, Every 2 Weeks x 26, Twice A Month x 24 Monthly x 12
 Total Income: _____ Per: Week, Every 2 Weeks, Twice A Month, Month, Year Household size: _____
 Categorical Eligibility: _____ Date Withdrawn: _____ Eligibility: Free _____ Reduced _____ Denied _____ Reason: _____
 Temporary: Free _____ Reduced _____ Time Period: _____ (expires after _____ days)
 Determining/Approval Official's Signature: _____ Date: _____
 Confirming Official's Signature: _____ Date: _____
 Follow-up Official's Signature: _____ Date: _____
 If selected for Verification, Date Verification Notice Sent: _____ Response Date: _____ 2nd Notice Sent: _____ Results Sent: _____
 Verification Result: No Change Free to Reduced Price Free to Paid Reduced Price to Free Reduced Price to Paid



"19-20" STUDENT EMERGENCY FORM

This form MUST be completed at the beginning of every school year. This information must be ACCURATE at all times.

STUDENT'S INFORMATION

Name FIRST _____ MIDDLE _____ LAST _____

Address/City/Zip _____
 Check here if address is new

Date of Birth _____ Grade _____
Phone _____

Who has legal custody of this student? _____

Student Resides With

Both Parents	Grandmother
Mother	Grandfather
Father	Aunt
Guardian	Uncle
Foster	Aunt
Step-Mother	Sister
Step-Father	Brother

ALERTNOW

The contact numbers will be used to notify you of a building closure and emergency calls for Cuyahoga Falls City Schools.

Primary Number	() ()
Emergency Number	() ()
Emergency Number	() ()
Emergency Number	() ()

Primary Contacts

Relationship to Student _____

First Name _____ Home Phone _____

Last Name _____ Cell Phone _____

Address _____ Work Phone _____

Relationship to Student _____

First Name _____ Home Phone _____

Last Name _____ Cell Phone _____

Address _____ Work Phone _____

PURPOSE: To enable parents/guardians to authorize the provision of emergency treatment for children who become ill or injured under school authority.

Name	Relationship	Phone # 1 () ()	Home	Cell	Work	Phone #2 () ()	Home	Cell	Work
Name	Relationship	Phone # 1 () ()	Home	Cell	Work	Phone #2 () ()	Home	Cell	Work
Name	Relationship	Phone # 1 () ()	Home	Cell	Work	Phone #2 () ()	Home	Cell	Work

PART I OR 11 AND PART III MUST BE COMPLETED

Part 1: To Grant Consent I hereby give my consent for the administration of any treatment deemed necessary by the preferred physician, dentist, specialist, and/or hospital listed below: OR in the event the designated preferred practitioner or hospital is not available, by another licensed physician or dentist or any hospital reasonably accessible. This authorization does not cover major surgery unless the medical opinions of two other licensed physicians or dentists concurring in the necessity for such surgery are obtained prior to the performance of such surgery.

Physician _____ Phone _____ ** Dentist _____ Phone _____ ** Hospital _____ Medical Specialist _____ Phone _____

Signature of Parent/Legal Guardian _____ Date _____

Part II: Refusal to Consent (DO NOT complete if Part 1 above is completed.) I DO NOT give my consent for emergency medical treatment of my child. In the event of illness or injury requiring emergency treatment, I wish the school authorities to take the following action: _____

Signature of Parent/Legal Guardian _____ Date _____

SCHNEE LEARNING CENTER

CHILD CUSTODY FORM

In order to comply with the legal requirements concerning school residency (Ohio Revised Code Section 3313.64 B), it is necessary for the school to know the legal custodian of the child being enrolled.

Your child may not enter school until the requirements below have been completed.

Parents are: _____ Separated _____ Divorced _____ Never Married

_____ is in the custody of:
(Name of child) (Birthdate)

(Name of Family)

(Address)

(Address)

(Telephone)

_____ attended _____ School in _____ county when he/she was

removed from his/her biological family or custodial parent _____

who resided at _____ (Name of parent)

_____ I have been granted legal custody. A copy of the court decree will be provided for the school records within two weeks.

_____ Legal custody of the child is pending. A legal notarized document must be provided for the school records within two weeks.

It is the parent's responsibility to inform the school of any changes of custodial care of minor children.

(Social Worker's Signature, if applicable) (Children's Services Board) (Date)

(Guardian's Signature, if applicable) (Date)

Is student currently receiving Special Education Services? _____ Yes _____ No
If so, please include most recent IEP and MFE.

Note: For all students who are placed with a guardian, whether it be through legal, temporary, or permanent custody, it is a necessary to report the address or school district of residence at the time custody was removed from the biological parents. This information is vital to the billing process for court-placed students and in no way affects the status of the student's enrollment at Cuyahoga Falls City Schools. Only when a student is legally adopted by the guardian(s) is this information no longer required.

(Attach court documents and send copies of all to EMIS Coordinator)



Authorization for Parent-Teacher E-mail Communications

Dear Parent(s),

The Schnee Learning Center provides its teachers with access to electronic mail (e-mail) for educational purposes and district-related business. The district believes that access to e-mail and other technological resources provide the ability to gather and disseminate information, as well as to enhance home/school communication.

While e-mail may be an easy way communicating with your child's teacher, it should not be assumed that e-mail correspondence is entirely private and confidential. The district undertakes a number of measures to ensure the security and integrity of its technological resources. However, e-mail travels over the Internet where unauthorized individuals may be able to access an e-mail exchange between a parent and a teacher.

Additionally, any e-mail message may be forwarded to the wrong person or e-mail address. Therefore, it may still be best for parents to utilize another method of communication when informing a teacher of particularly sensitive material or requesting a teacher to provide the same.

To protect the privacy of our students, we ask parents who wish to communicate with staff via e-mail to authorize such communication by providing an e-mail address to be used by our teachers and agreeing to the terms below.

Subject to the above understandings, I wish to communicate via e-mail. The following e-mail address is the address that I wish any e-mail correspondence relating to my child to be sent to:

E-mail address: _____

I understand that my child's teacher may not respond to inquiries I make from any other e-mail address. I agree that if the e-mail address I have provided changes for any reason, I will notify the teacher **immediately**.

Parent's signature: _____

Child's name: _____



2019-2020 Enrollment Packet
SCHNEE LEARNING CENTER
Safe and Drug Free School Grant



CONSENT TO EXCHANGE CONFIDENTIAL INFORMATION

Student Name: _____ Date: _____

Date of Birth: _____ Social Security Number: _____

I AUTHORIZE THE FOLLOWING GRANT PARTICIPANTS TO EXCHANGE INFORMATION:

Schnee Learning Center
 Community Health Center
 Child Guidance and Family Solutions
 YMCA

To do the following:

- Share identifying information for the benefit of service coordination and service delivery for the child and family. Identifying information: name, birth date, sex, address, telephone numbers, social security number.
- Share General Medical: Medical records (except for HIV, AIDS) disability, type of services being received and name of agency providing services
- Share Social History: Treatment/service history, psychological evaluations and other personal information regarding the individual named above.
- Share School Information: grades, attendance records, IEP (individual education plan), MFE (multi factored evaluation), IFSP (individualized family service plan), COEDI (children's Ohio eligibility determination instrument), OEDI (Ohio eligibility determination instrument – adult), transition plans and vocational assessments regarding the individual named above.
- Measure outcomes related to the grant and its services
- Participate in drug, alcohol and/ or mental health services at school including individual and group counseling
- Share Alcohol/Drug Abuse services including client status, appointment times, and recommendations

NOTE: This information has been disclosed to you from records protected by federal confidentiality rules. The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. Drug abuse patient records are also protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. parts 160 and 164. (These conditions apply to every page disclosed and a copy of this authorization will accompany every disclosure.) The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

I understand that knowledge so obtained will be treated in a confidential manner. A photostatic copy of this authorization shall be considered valid. I hereby state that I have read and fully understand the above statements as they apply to me and do herein expressly consent to disclosure for the purpose or need and the extent or nature as stated above. I further understand that I may revoke this consent at any time in writing to Schnee Learning Center, except where disclosure has already been made.

Date

Student Signature

Date

Witness

Date

Parent/Legal Guardian

NOT VALID AFTER ONE YEAR UNLESS OTHERWISE SPECIFIED

Acceptable Use Policy for Technology

In order for your child to have access to the District's technology, consent forms must be signed annually. Please read and review this policy with your child.

Computer and technology resources are made available to students and teachers of the Cuyahoga Falls City School District. The District takes precautions to maintain the privacy of student information and to restrict access to controversial materials, in accordance with both State and Federal law (the Children's Internet Protection, the Family Educational Rights and Privacy Act, Ohio Revised Code 3319.321, etc.).

It should be noted that the Cuyahoga Falls City Schools firmly believe that the valuable information and interaction available on the Internet far outweighs the possibility that users may procure material that is not consistent with the educational goals of the district. However, it is impossible to control all materials, and an industrious network user may unintentionally, inadvertently discover controversial information.

It is further noted that the operation of the network and resources is for the benefit of all students, staff and other users, therefore this issue relies on the proper conduct of all who engage with these materials. The regulations below are provided so that students and parents are aware of the efficient, ethical and legal responsibility of using District technologies, resources and Internet access.

- ◆ **Privileges** – The use of the computers, network materials and the Internet is a privilege not a right and inappropriate use will result in cancellation of these privileges and appropriate disciplinary measures.
- ◆ **Privacy** – Network storage areas may be treated like school lockers. Principals, Administrators or designated District staff may review any stored materials or communications, to both maintain system integrity and to insure that students are using the system responsibly.
- ◆ **Storage capacity** – Users are expected to remain within allocated disk space and delete material which takes up excessive storage space. Student H drives will be emptied at the end of each school year and students wanting to save any files should store them on USB flash drives at the end of the year.
- ◆ **Downloading or installing software** - Students are not permitted download or install any commercial software, shareware or free ware onto District owned technology without written permission from the Principal, I.T. Coordinator (or designee).
- ◆ **Copyrights and student materials** – Students may not send or receive copyrighted materials in violation of U.S. copyright law; nor may students copy other people's work; login to other people's accounts, or access other people's files.
- ◆ **Inappropriate materials or language** – No profane, abusive or impolite language may be used to communicate nor may materials be accessed which are not in line with the rules of school behavior. (A good rule to follow is never view, send or access materials, which you would not want your teachers and parents to see.) Should students encounter such material by accident, they are expected report it to their teacher immediately. *Cuyahoga Falls City Schools reserves the right to determine what materials may violate these standards.
- ◆ **Reliability** – Cuyahoga Falls City Schools specifically denies any responsibility for the accuracy, or quality of information obtained through the Internet.

- ◆ **Security** – Security of any computer system and student information is a high priority. If a student can identify a security problem, the teacher should be notified immediately. (Do not demonstrate the problem to other users.) Any user identified as a security risk or intentionally attempting harm to the network may be denied access by the Cuyahoga Falls City Schools.
- ◆ **Vandalism** – Vandalism, disruption of the educational process, cyberbullying or harassment will result in the cancellation of privileges. Vandalism includes, but is not limited to, any attempt to harm or destroy hardware, data of another user, the Internet or the network that is connected to the Cuyahoga Falls City Schools. This includes the uploading or creation of computer viruses, malware, spyware, etc. *Harassment is the persistent annoyance of another user, or the interference of another user's work.

Note: Restitution for damages will be assessed at the current replacement value of the resources damaged.

Internet Tools Consent

In adherence to the Ohio Department of Education's Academic Technology Standards and the Common Core Digital Literacy standards, the Cuyahoga Falls City School District students will be using Internet/Web based tools to develop their technology, research, and writing skills. In the process of doing so, students may be using these Web tools to post their writings to the Internet.

Examples of these tools include, but are not limited to:

E-mail/Gmail -- a system for sending messages from one computer to another.

A Weblog, or Blogging -- a special type of Web page that publishes a student's thought or observations to a larger group; this can be created and easily updated using a Web browser. Each new entry has its own date stamp.

A Wiki -- a collaborative Web space where anyone can add content and anyone can edit content that has already been published.

Social Bookmarking Sites -- allow users to save the Web addresses of interesting content. They also allow readers to save and archive entire pages, thus producing a form of searchable, "personal Internet." In addition, social bookmarking sites like Furl.net and del.icio.us allow teachers and students to build subject specific resource lists that they can easily share when using Really Simple Syndication (RSS), which is an electronic subscription service. This in turn creates a community of information gatherers who extend the reach of any one person.

Online Photo Galleries -- digital photos published to the Web which allows students to become a part of a community of photographers sharing ideas and experiences. And, it means adding another dimension to what students and teachers can do with digital images in the classroom.

Podcasting -- a way to produce, edit and distribute audio and video programming over the Web that differs from earlier online audio and video publishing because the material is downloaded to the user's computer and can be consumed at any time, usually on an iPod or another kind of portable MP3 player.

Social Interaction Sites:

- ◆ The District provides an interactive on-line site for teacher/student interaction called **Google Apps – Google Drive**.
- ◆ Student progress is documented using a program called **Progressbook**.

- ◆ Often teachers find additional resources on-line that help student to better understand the concepts being taught. These may include sites such as **Voicethread, Edmodo, Moodle**, etc. where ideas can be shared between the staff and students, as well as student peer to peer collaboration.

Inclusive of the use of all of these tools above, Cuyahoga Falls City Schools (in cooperation with local law enforcement) provides a presentation annually to all staff and students on Internet Safety and Security that helps students to understand the issues that could occur on-line and provides ways to help students protect themselves from cyber-bullying, identity theft, etc.

Students using these online tools will be taught to act safely and are expected to use those skills to protect both their own privacy and the ownership of their materials. Students are expected not to post or give out family name, password, username, e-mail address, home address, social security number, credit card number, or other information that could help compromise their identity or that of their family or any other individual. ALL Internet/ Web based tools will be monitored at all times by a certified classroom teacher. Failure to abide by the conditions for use as directed by that teacher or violation of the Cuyahoga Falls City School District's Technology Resources Acceptable Use Policy may lead to removal from access to the tool(s), removal or disabling of the posted materials, and/or disciplinary action.

Examples:

1. Students using any online tools agree not to share their username or password with anyone besides their teachers and parents. Students will never log in as another student, either at school or at home or any "out of school" location.
2. Students using online tools like blogs are expected to treat blog spaces as classroom spaces. Speech that is inappropriate for class is not appropriate for a blog or e-mail.
3. Student online tools are to be a forum for student expression. However, they are first and foremost a tool for learning, and as such will sometimes be constrained by various requirements and rules of the classroom teacher.
4. Students' e-mails and blogs are to be a vehicle for sharing student writing and other educational information with real audiences. Any student who receives a comment that makes him/her feel uncomfortable or that is not respectful must tell his/her teacher immediately. (Do not respond to the comment.)
5. Students using online tools are not allowed to download or install any software without prior permission, including clicking on ads, competitions, surveys, upgrades or other links that request an installation of materials.
6. Students who do not abide by these terms and conditions will lose their opportunity to take part in this project.

SCHNEE LEARNING CENTER 2019-2020 SCHOOL YEAR CALENDAR

July 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July 4, Thursday	Independence Day
August 12 -Monday	Teacher In-Service Day
August 13-Tuesday	All Staff
August 14 -Wednesday	All Staff
August 15-Thursday	FIRST DAY STUDENTS

September 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2-Monday	Labor Day
September 24-Tuesday	School Picture Day
September 25-Wednesday	District P.D. Day
October 10 -Thursday	P.D. Staff/No school Students End of 1 st Quarter
October 11-Friday	No School Staff & Students
October 24-Thursday	Evening Conferences

November 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 5 -Tuesday	All Day Conferences-No school Students
November 28 & 29	Thanksgiving Break
December 20-Friday	End of 2nd Quarter/Records Day No school for Students
December 23-January 3	Winter Break

January 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

January 1-Wednesday	New Year's Day
January 6-Monday	School Resumes
January 20-Monday	Martin Luther King Day-No school
February 17-Monday	Presidents' Day-No school
February 20-Thursday	Evening Conferences

March 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

March 13-Friday	End of 3rd Quarter-Records Day No School Students
March 23-27	Spring Break
April 10-Friday	Good Friday-No school
April 13-Monday	District Comp Day-No school

May 2020						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 6-Wednesday	District P.D. Day
May 18	Tentative last day for Seniors
May 19	Tentative Commencement
May 21-Thursday	Last Day for Students
May 22-Friday	Last Day for Staff
May 25	Memorial Day

- ▲ Teachers' work day. No school for students.
- No School for staff and students.
- Last day of school-students
- ◻ Holiday for 12-month employees.

Total Student Days	172
Total Teacher Days	182

Ohio School Report Cards



Schnee Learning Center

Does Not Meet Standards
School Rating

Districts and schools report information for the Ohio School Report Cards on specific marks of performance, called measures, within broad categories called components. Dropout Recovery Program schools receive ratings for up to eight measures and four components.

High School Test Passage Rate

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

Students who Passed all Five Tests **26.9%**



Does Not Meet Standards
Rating

Progress

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

Value-Added Overall



Does Not Meet Standards
Rating

Does Not Meet Standards

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.

Annual Measurable Objectives **0.0%**



Does Not Meet Standards
Rating

Graduation Rate

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

Graduation Rates **64.5%** is the weighted average of all graduation rates.



Exceeds Standards
Rating



SCHNEE
LEARNING CENTER

2222 Issaquah Street
Cuyahoga Falls, Ohio 44221
Phone: 330.922.1966
Fax: 330.945.4059
www.schneelearningcenter.org

ORC 3314.041

“The Schnee Learning Center 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 proficiency tests and other examinations 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.”

“Molding Our Students to be Accepting, Insightful, and Compassionate”

SCHNEE
SHARKS

Title I Parent's Right-to-Know Letter

Dear Parent/Guardian,

At The Schnee Learning Center, we are very proud of our teachers and their ability to give your child a high-quality education. As a Title I school, we must meet federal rules related to teacher qualifications as defined in No Child Left Behind. These rules allow you to learn more about your child's teachers' training and credentials. We are happy to provide this information to you. At any time, you may ask:

- Whether the teacher met state qualifications and certification requirements for the grade level and subject he/she is teaching,
- Whether the teacher received an emergency or conditional certificate through which state qualifications were waived, and
- What undergraduate or graduate degrees the teacher holds, including graduate certificates and additional degrees, and major(s) or area(s) of concentration.

You may also ask whether your child receives help from a paraprofessional. If your child receives this assistance, we can provide you with information about the paraprofessional's qualifications.

Our staff is committed to helping your child develop the academic knowledge and critical thinking he/she needs to succeed in school and beyond. That commitment includes making sure that all of our teachers and paraprofessionals are highly skilled.

If you have any questions about your child's assignment to a teacher or paraprofessional, please contact me at 330-922-1966.

Sincerely,

Anthony Pallija
Executive Director

Immunization Summary for School Attendance - Ohio

VACCINES	FALL 2019 IMMUNIZATIONS FOR SCHOOL ATTENDANCE
DTaP/DT Tdap/Td Diphtheria, Tetanus, Pertussis	<p>Kindergarten Four (4) or more doses of DTaP or DT, or any combination. If all four doses were given before the 4th birthday, a fifth (5) dose is required. If the fourth dose was administered at least six months after the third dose, and on or after the 4th birthday, a fifth (5) dose is not required. *</p> <p>1-12 Four (4) or more doses of DTaP or DT, or any combination. Three doses of Td or a combination of Td and Tdap is the minimum acceptable for children age seven (7) and up.</p> <p>Grades 7-12 One (1) dose of Tdap vaccine must be administered prior to entry.***</p>
POLIO	<p>K-9 Three (3) or more doses of IPV. The FINAL dose must be administered on or after the 4th birthday regardless of the number of previous doses. If a combination of OPV and IPV was received, four (4) doses of either vaccine are required. ***</p> <p>Grades 10-12 Three (3) or more doses of IPV or OPV. If the third dose of either series was received prior to the fourth birthday, a fourth (4) dose is required; If a combination of OPV and IPV was received, four (4) doses of either vaccine are required.</p>
MMR Measles, Mumps, Rubella	<p>K-12 Two (2) doses of MMR. Dose one (1) must be administered on or after the first birthday. The second dose must be administered at least 28 days after dose one (1).</p>
HEP B Hepatitis B	<p>K-12 Three (3) doses of Hepatitis B. The second dose must be administered at least 28 days after the first dose. The third dose must be given at least 16 weeks after the first dose and at least 8 weeks after the second dose. The last dose in the series (third or fourth dose), must not be administered before age 24 weeks.</p>
Varicella (Chickenpox)	<p>K-9 Two (2) doses of varicella vaccine must be administered prior to entry. Dose one (1) must be administered on or after the first birthday. The second dose should be administered at least three (3) months after dose one (1); however, if the second dose is administered at least 28 days after the first dose, it is considered valid.</p> <p>Grades 10-12 One (1) dose of varicella vaccine must be administered on or after the first birthday.</p>
MCV4 Meningococcal	<p>Grades 7-10 One (1) dose of meningococcal (serogroup A, C, W, and Y) vaccine must be administered prior to entry.</p> <p>Grade 12 Two (2) doses of meningococcal (serogroup A, C, W, and Y) vaccine must be administered prior to entry. ****</p>

NOTES:

- Vaccine should be administered according to the most recent version of the *Recommended Immunization Schedule for Children and Adolescents Aged 18 Years or Younger* or the *Catch-up Immunization Schedule for Persons Aged 4 Months Through 18 Years Who Start Late or Who Are More Than 1 Month Behind*, as published by the Advisory Committee on Immunization Practices. Schedules are available for print or download at <https://www.cdc.gov/vaccines/schedules/index.html>.
- Vaccine doses administered ≤ 4 days before the minimum interval or age are valid (grace period). Doses administered ≥ 5 days earlier than the minimum interval or age are not valid doses and should be repeated as age-appropriate. If MMR and Varicella are not given on the same day, the doses must be separated by at least 28 days with no grace period.
 - For additional information please refer to the Ohio Revised Code 3313.67 and 3313.671 for School Attendance and the ODH Director's Journal Entry (available at <https://odh.ohio.gov/wps/portal/gov/odh/know-our-programs/Immunization/Required-Vaccines-Child-Care-School/>).

These documents list required and recommended immunizations and indicate exemptions to immunizations.

- Please contact the Ohio Department of Health Immunization Program at (800) 282-0546 or (614) 466-4643 with questions or concerns.

* Recommended DTaP or DT minimum intervals for kindergarten students four (4) weeks between doses 1-2 and 2-3; six (6) month minimum intervals between doses 3-4 and 4-5. If a fifth dose is administered prior to the 4th birthday, a sixth dose is recommended but not required.

** Pupils who received one dose of Tdap as part of the initial series are not required to receive another dose. Tdap can be given regardless of the interval since the last Tetanus or diphtheria-toxoid containing vaccine. DTaP given to patients age 7 or older can be counted as valid for the one-time Tdap dose.

*** The final polio dose in the IPV series must be administered at age 4 or older with at least six months between the final and previous dose.

**** Recommended MCV4 minimum interval of at least eight (8) weeks between dose one (1) and dose two (2). If the first (1st) dose of MCV4 was administered on or after the 16th birthday, a second (2nd) dose is not required. If a pupil is in 12th grade and is 15 years of age or younger, only 1 dose is required. Currently there are no school entry requirements for meningococcal B vaccine.

PUBLIC RELEASE

Schnee Learning Center today announced its 2019-2020 program year policy for Breakfast and Lunch Program for students unable to pay the full price of meals or milk served under the National School Lunch and School Breakfast, After School Care Snack or Special Milk Program. Each school office and the central office has a copy of the policy, which may be reviewed by any interested party.

The Federal Income Eligibility Guidelines will be used for determining eligibility. Children from families whose annual income is at or below the Federal Guidelines are eligible for free and reduced price meals or free milk if the school participates in the Special Milk Program.

Application forms are being distributed to all homes in a letter to parents or guardians. To apply for free and reduced-price benefits, households should fill out the application and return it to the school. Additional copies are available at the principal's office in each school. A complete application is required. Households which currently receive Special Nutrition Assistance Program Benefits (SNAP, formally known as food stamps) or Ohio Works First (OWF) funds for a child must provide the child's name, the SNAP or OWF case number and signature of an adult household member on the application. Households which do not receive SNAP or OWF funds must provide the names of all household members, the last four digits of the Social Security Number of the adult signing the application or state "none" if the adult does not have a Social Security Number, the amount and source of income received by each household member, (state the monthly income) and the signature of an adult household member. If any of this information is missing, the school cannot process the application.

FREE HEALTH CARE: Families with children eligible for school meals may be eligible for FREE health care coverage through Medicaid and/or Ohio's Healthy Start & Healthy Families programs. These programs include coverage for doctor visits, immunizations, physicals, prescriptions, dental, vision, mental health, substance abuse and more. Please call 1-800-324-8680 for more information or to request an application. Information can also be found on the web at <http://ifs.ohio.gov/ohp/consumers/familychild.stm>. Anyone who has an Ohio Medicaid card is already receiving these services.

The information provided on the application is confidential and will be used only for the purpose of determining eligibility and may be verified at any time during the school year by school or other program official. To discourage the possibility of misrepresentation, the application forms contain a statement above the space for signature certifying that all information furnished is true and correct. Applications are being made in connection with the receipt of federal funds. Schools or other officials may check the information on the application at any time during the school year. Deliberate misrepresentation of information may subject the applicant to prosecution under applicable state and federal laws.

Households will be notified of the approval or denial of benefits.

Foster children are categorically eligible for free meal benefits regardless of the household's income. If a family has foster children living with them and wishes to apply for such meals or milk for them, contact the school for more information.

Admission Information

Admission is open to any individual between the ages of sixteen (16) and twenty-two (22) who, pursuant to state law, is entitled to attend school. In making admission decisions, the School shall not discriminate on the basis of race, color, creed, sex, or disabling condition.

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

- students who attended the School the previous year;
- siblings of students attending the School the previous year; and
- students who reside in the district in which the School is located.

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

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

Enrollment

1. Call the school to schedule an appointment and complete a SLC admission packet. Bring the completed packet. Please bring a copy of your most recent transcript from the last school you have attended. If you are entering SLC from the Cuyahoga Falls Public School system, we will request a transcript from your previous school.
2. Applications are accepted any time of the year at SLC.

Fees

There is no tuition fee or tuition of any kind at Schnee Learning Center.

Non-Discrimination Policy

It is the policy of the School not to discriminate on the basis of race, color, national origin, religion, sex, age, disability, genetic information, marital status, veteran status or any other unlawful criterion or circumstance in any of its employment practices. Such practices include but are not limited to, recruiting, hiring, placement, retention, promotion or compensation, layoff or termination, professional development, and performance appraisals.

For qualified individuals with known disabilities, the School shall make reasonable accommodations for such individuals unless doing so would result in an undue hardship.

To further this policy, the Governing Authority strongly urges all staff members with a question or concern regarding workplace discrimination to discuss the matter to the Head Administrator or his/her designee.



Focusing On Your Future

725 East Market Street
Akron, Ohio 44305
(330) 434-4141
(330) 315-5230 fax
www.commhealthcenter.org

April 4, 2011

Re: New program for Schnee students

Dear Parent/Guardian(s),

I would like to take this opportunity to introduce a new service available to students and families at Schnee Learning Center. **Students can now receive counseling for mental health and/or substance abuse issues during the school day through an on-site counseling office.**

This program is a partnership with Community Health Center (CHC), a local agency that provides comprehensive treatment services for adolescents and adults in Summit County. We have established a similar in-school program in the Akron Public Schools for several years that has proven to have a positive impact on the students in need.

Your child may be appropriate for services from CHC if they are exhibiting some of these behaviors:

- *Quiet or withdrawn at home*
- *Struggling in school, even with extra help*
- *Recent involvement in criminal activity*
- *Using alcohol, marijuana, or other drugs*
- *Reluctant to discuss activities, friends, etc.*
- *Unexplained emotional problems*
- *Other disruptive behaviors*

Early intervention is the key to successful treatment and long term success in adulthood. With your permission, we can work together to provide the care your child needs. I perform an initial informational assessment with the student and parent and then move into an ongoing therapy schedule at school to address your child's individual needs. I can also work with the teachers and administration at Schnee to insure the best possible results.

If you believe this program would be beneficial to your child, please feel free to give me a call anytime. I can meet with your child on-site at Schnee and can be reached at 330.315.3783.

I look forward to developing a positive relationship with you and your child.

Thank you,

Anna Perriello M.Ed., PCC-S
Adolescent Counselor at Schnee Learning Center
Community Health Center
Phone: (330) 315-3783
anna.perriello@commhealthcenter.org



Joint Commission

The Community Health Center facilities and services are certified by the Joint Commission on Accreditation of Healthcare Organizations



An Affiliate of the County of Summit Alcohol, Drug, Addiction & Mental Health Services Board and Mental Health and Recovery Services Board of Summit County



CHC is an equal opportunity employer and provider of services

*Providing Quality Healthcare Services
Since 1974*

child guidance & family solutions



CENTRAL OFFICE
18 N. Forge Street
Akron, OH 44304-1317
Phone: 330-762-0591
Fax: 330-762-2242
www.cgfs.org

Child Guidance & Family Solutions wants to help support you and your child so he/she can do well at school, and in life! Our agency offers in-school services to help students and families. By working together, your child will have access to multiple services to help make school a better place to live and learn. In order for your child to have access to these services, he/she will need to enroll in services. It's an easy process and we have staff to help you!

- First step, Please call **Amanda Kirsch** at **330-928-2042** to schedule an appointment. Call now, and we'll walk you through the next few steps!
- Please complete the enclosed questionnaire and bring with you to your first appointment. This information is very helpful to our staff member that will be helping your student.
- We ask that you bring any insurance cards you may have to the first appointment. We accept most insurance coverage, and have help for families without insurance too.
 - If you have private insurance, we will also need verification of family income, which would include 2 recent paystubs from each job, child support, and SSI/SSD income.
 - If you have Ohio Medicaid, pay stubs are not needed.
- In the first appointment, our staff will need to meet with the parent or legal guardian, and your child.
 - If you are the legal guardian, please bring your Court papers, so we can make a copy for our records.
- First appointment will last approximately 1½ - 2 hours.
- Our staff have reserved this appointment time for you. If you need to cancel, please contact me as soon as possible to discuss rescheduling.
- For additional information, our website is www.cgfs.org

Thank you for considering to work with us; we want to help you and your family in reaching your goals! If you have any questions please call me at **330-928-2042** or our Admission Department at **330-762-0591**, and we will be happy to assist you.

CGC 102279

An affiliated agency of the County of Summit
Alcohol, Drug Addiction and Mental Health
Services Board. Accredited by the
Joint Commission on Accreditation of
Healthcare Organizations.



FRONT STREET
2100 Front Street Mall
Cuyahoga Falls, OH 44221-3220
330-928-2042

NORTH SUMMIT
2305 E. Aurora Road A-12
Twinsburg, OH 44087-1940
330-425-7111 Akron: 330-798-8010

SOUTHEAST SUMMIT
87 N. Canton Road
Akron, OH 44305-3838
330-733-7993

SOUTHWEST SUMMIT
524 W. Park Avenue
Barberton, OH 44203-2516
330-753-1096

FISCAL
87 N. Canton Road
Akron, OH 44305-3838
330-794-4254

DEVELOPMENT
18 N. Forge Street
Akron, OH 44304-1317
330-384-2882

Form 3513.1

Required Community School Notice

Under R.C. 3314.041, the governing authority of each community school and any operator of such school shall distribute to parents of students of the school upon their enrollment in the school the following statement in writing:

The SCHNEE LEARNING CENTER 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 proficiency tests and other examinations 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.

A Truancy Message From Judge Teodosio

Dear Parent or Guardian:

There is nothing we can give our children that will benefit them more than a good education. As they face the future, an education prepares them for job opportunities and for life in general.

The law recognizes the importance of education, as well, and places a duty upon parents and guardians to assure their child is attending school on a regular basis. The law places the responsibility of enforcing truancy laws upon Juvenile Court.

If a child is absent for seven (7) consecutive days without a proper excuse, ten (10) days in a month or fifteen (15) days in a school year, the child is considered a chronic truant. A chronically truant child can be found delinquent and subject to Juvenile Court intervention.

The law also holds parents/guardians accountable for their child's school attendance and the Juvenile Court may order sanctions against the parents/guardians who fail to send their child to school. Sanctions may include:

- Mandatory Mediation
- Mandatory Parenting Classes
- Up to seventy (70) hours of community service
- A fine of up to \$500

If a child continues to be chronically truant, the parents/guardians could be charged with educational neglect or contempt of court. In some cases, jail time is a possibility.

It is your responsibility to make your child's school attendance a priority. This is a reminder of the importance of making sure your child attends school and the consequences that could occur if truancy continues.

The goal is to get your child back in a learning environment that will enhance his or her chances for future success.

Judge Linda Tucci Teodosio

Attendance Policy

Students at Schnee Learning Center are expected to attend their academic session and be on time daily. If the student needs to miss school, a parent/guardian must call the school (330-922-1966, Ext. 502506) on the day of the absence.

Parental Responsibility & Procedure for Reporting Absences

A student's parents or guardians are primarily responsible for a student's attendance at school. Should a student be absent, the student's parent or guardian is required to notify the School on the day the student is absent unless previous notification has been given in accordance with the School procedure regarding excused absence. The School is also required to notify a student's parents or guardian when the student is absent from school. Notice shall be provided by telephone or written notice. To facilitate policy, parents or guardians must provide the School with their current home, work, and/or cellular telephone numbers; home address; and emergency telephone numbers.

In case a student is absent, the procedure for reporting absences should be as follows:

- The parent must call the School within the first hour that the School is in session to report the student's absence.
- If a parent fails to call the School, school personnel will contact the parent to inform him/her of the student's absence. If telephone communication cannot be made, the School shall send a written communication to the home of the guardian on the date of the student's absence.

A phone call home will be made upon the student's 5th absence indicating a potential attendance problem. After three (3) unexcused absences (per 9 week period) and/or seven (7) excused absences, students must make up academic time missed.

- Students will make up this time in two (2) hour increments at the end of their regular scheduled school day.

Once the 15th absence is reached, the following action will occur:

- Mandatory meeting with the parent/guardian, student, and administration to develop a Corrective Action regarding attendance improvement.

This will give the parent an opportunity to meet with school officials prior to any referrals being made to other agencies and programs (i.e., the Responder Program).

Excused Absences. The Governing Authority recognizes the following absences as excused:

- the student's physical or mental illness;
- instruction at home from a person qualified to teach the student due to a child's disability;
- illness in the family necessitating the student's presence;
- serious illness or death in the family;
- observing religious holidays and consistent with the student's truly held beliefs;
- medical or dental appointment;

- college visitation;
- quarantine;
- required court appearance;
- inability of the parent to employ help in the parent's family business;
- farm work of the parent or guardian at necessary times; or
- emergency or other circumstances the School determines reasonable.

If the student is absent or will be absent for one of the above reasons, the student must provide a written note upon returning/prior to leaving the School or the absence will be considered unexcused. The statement must be from a parent and explain the cause for absence. At his or her sole discretion, the Head Administrator or his/her designee may investigate each individual absence. A student, whose extended absence is due to a medically-documented physical or mental impairment, will not be disciplined. As provided by law, such students may be entitled to receive an education tailored to their individual needs or abilities.

Limited Excuse Absence. Students absent solely to participate in an out-of-state School-approved activity shall constitute a limited excused absence. Limited excuse absences are to be treated as an excused absence provided: (1) the absences are limited to a maximum of four days per school year, (2) the student must complete any missed classroom assignments, (3) and if the activity will cause the student to be absent for four or more consecutive school days, teachers must accompany the student for instructional assistance.

Unexcused Absence. A student's absence is unexcused if it is not an excused or limited excused absence. A student who is repeatedly has unexcused absences will be subject to disciplinary action.

Tardiness

Students must sign in at the SLC office if arriving after 8:15 a.m. Late arrivals after 10:50am will be counted as one-half absence.

Students receiving three (3) tardy in one nine (9) week period, will lose their break privilege resulting in detention, with parental notification. A phone call home will also be made after the 4th (fourth) and 5th (fifth) tardy in one nine (9) week period.

- Upon the sixth (6) tardy in one nine (9) week period, a home visit will be conducted as well as an assigned all day to make up academic time missed.
- After six (6) half-day absences in one nine (9) week period, students must make up academic time missed. Students will make up this time two (2) hour increments at the end of their regularly scheduled school day.

Truancy

The School recognizes two types of truancy: habitual truancy and chronic truancy.

Habitual Truancy – a student is absent without a legitimate excuse for any of the following:

- five (5) or more consecutive school days, or
- seven (7) or more school days in one (1) month, or
- twelve (12) or more school days in one (1) year.
-

If a student is habitually truant and the parents or guardians have failed to cause the student's attendance at school, the Governing Authority authorizes the Head Administrator or his or her designee to inform the student and his or her parents of the truancy record and the Governing Authority's intent to notify the Judge of the Juvenile Court of the student's truancy. The Head Administrator is also authorized to establish an intervention strategy, which may include a truancy intervention program, counseling or a parent education program for parents of students who are habitually truant. Parents who are assigned but do not complete the program shall be reported to enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

Chronic Truancy – a student is absent without legitimate excuse for

- seven (7) or more consecutive school days, or
- ten (10) or more School days in one (1) month, or
- fifteen (15) or more School days in one (1) year.
-

If a child is chronically truant and the parents or guardians have failed to cause the child's attendance at school, the Governing Authority shall file a complaint in the appropriate juvenile court pursuant to R.C. 3321.22. The complaint shall be filed jointly against the child and the parent, guardian, or other person having care of the child. The complaint shall allege that the child is a delinquent child for being a chronic truant and that the appropriate parent and/or guardian has violated section 3321.38 of the Revised Code.

A student who is habitually truant or chronically truant will be excused for the absences if it is determined that: (1) the student was enrolled in another school, or (2) the student's absence was excused by law or this policy, or (3) the student has received an age and schooling certificate.

Withdrawal

By law, a student will be withdrawn automatically if the student fails to participate in one hundred five (105) consecutive hours (17 days) of learning opportunities and the absence is not excused. A student may be voluntarily withdrawn if a parent submits a written Voluntary Withdrawal notice to the Head Administrator.

Make-up Work Policy

It is the responsibility of students to request their ~~Elective~~ course assignments immediately upon their return. The minimum number of days given for make-up work is equal to the number of days the student was absent plus one additional day. A teacher may allow more than this if it is deemed necessary. Students and teachers should make specific plans for all make-up work following absences in order to avoid misunderstandings or misinterpretations of this section. Students on out-of-school suspensions must have permission from the Executive Director or designee to continue the on-line program from a remote location.

PARENT INVOLVEMENT

Schnee Learning Center seeks the active participation of all Title 1 students' parents in improving their children's academic achievement. Parents are encouraged to communicate regularly with the instructors to discuss the progress of their child.

We encourage your help and assistance in a variety of ways:

- Participation in parent/teacher conferences scheduled throughout the school year,
- Letters, reports, and notes to and from home,
- Telephone conversations between parents and teachers.

Experts agree that reading is the basis for school success. Parents play a key role in that success, especially in building necessary reading skills. Parents provide the strong foundation through encouragement, practice and appropriate setting which are all vital in student success. We thank you in advance for all of your help and assistance in working together with your child to help him/her succeed in school.

DISTRICT MISSION STATEMENT

"We believe that all learning is a lifelong process and that all students need to learn and demonstrate academic, social and life skills to be productive and contributing members of a changing society."

TITLE 1/READING INTERVENTION

PROGRAM



2019-2020

Schnee Learning Center

Anthony Pallija, Executive Director

TITLE 1

PROGRAM DEFINITION

Title 1 is a Federal aid program through which most Ohio school districts receive funding to provide supplemental instruction for those students who qualify. The allocation of funds for each school district is based on a legislative formula dependent upon the distribution of low-income children and state per-pupil expenditures. However, Title 1 services are provided for all children who qualify as needing assistance in language arts or mathematics regardless of income.

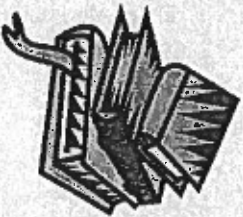
The Schnee Learning Center Title 1 Program is conducted during the regular school year and is dedicated to serving students in the grades 9-12. Focused assessment throughout the school year provides an ongoing record of student progress, which enables our teachers to tailor instruction to meet the specific needs of each child.

BENEFITS

Children are expected to achieve at a faster rate with the help and support of Title 1 instruction. This type of supplemental instruction helps over 100,000 Ohio students annually to improve their basic reading and mathematical skills. Research indicates that about nine of every ten students participating in Title 1 programs make gains in their academic achievement.

The Title 1 Program focuses on reading, math, and/or language arts intervention and is designed to supplement services to students using a variety of models:

- Limited pullout, in which children are removed from their classrooms for a limited period of time for intensive instruction;
- In-class, in which Title 1 students receive extra assistance in the same setting and time period as their regular class.



Every instructor at Schnee Learning Center is a certified/licensed teacher. Teachers participate in professional development activities throughout the school year designed according to specific standards, which include:

- Tied to state content and student performance standards,
- Reflects current research on teaching and learning,
- Designed to have a positive impact on the teacher's performance in the classroom.

NOTICE

In accordance with recent federal legislation, school districts that receive Title 1 federal funds are required to notify parents of their right to request information regarding the professional qualifications of their child's teacher, including The teacher's baccalaureate degree major, graduate certification or degree, and field of discipline: Whether the teacher has met State qualification and licensing criteria for the grade levels and subject areas taught; Whether the teacher is teaching under emergency or temporary status through which State qualifications or licensing criteria are waived; Whether the student is provided services by paraprofessionals and, if so, their qualifications

If you wish this information, please contact our Executive Director, Anthony Pallia.

ELIGIBILITY REQUIREMENTS

Selection for participation in our Title 1 program is based on the following criteria:

- Teacher recommendation
- Parent input
- NWEA MAP assessment
- Standardized Assessment Results

PROGRAM DESIGN

PROFESSIONAL DEVELOPMENT



**Permission Form: Prescription Medication
Administered by School Personnel
2019-2020**

Student: _____ School: _____ Class: _____

To Be Completed by Doctor:

Name of medication: _____ Dose: _____

Time to be given: _____ (during school hours)

Reason for medication: _____

Form of medication: Tablet Liquid Inhaler Nebulizer Other

Start Date: _____ Stop Date: _____

Special Instructions: _____

Date: _____ Doctor's Signature: _____

Physician's Name: _____ Phone: _____
Print

To Be Completed by Parent/Guardian:

I give permission for my child to receive medication at school according to the school district policy and as instructed by the physician and agree to:

- Assume responsibility for safe delivery of the medication in its original container to the school
- Have a new form completed by the doctor if medication or dosage is changed
- Notify the school of changes in health care provider

Parent/Guardian Signature: _____ Date: _____

Daytime Phone Number: _____

THIS FORM WILL EXPIRE AT THE END OF THE SCHOOL YEAR



**Permission Form: Non-Prescription Medication
Administered by School Personnel 2019-2020**

Student: _____ School: _____ Class: _____

To Be Completed by Parent/Guardian:

Name of Medication: _____ Dose: _____

Time to be given (during school hours): _____

Reason for Medication _____

Form of Medication:

____ Tablet ____ Liquid ____ Inhaler ____ Nebulizer ____ Other

Start date: _____ Stop date: _____

Special Instructions: _____

Reactions to be reported to parent or doctor: _____

Doctor's Name: _____ Phone: _____
Printed

I give permission for my child to receive medication at school according to the school district policy and as instructed by the parent and agree to:

- Assume responsibility for safe delivery of the medication in its original container to the school
- Have a new form completed by the parent if medication or dosage is changed
- Notify the school of changes in healthcare provider

Further, I hereby release from liability, and in addition agree to indemnify, all school employees, the Board of Education and School Health Services for damages or injury resulting from the use, misuse or nonuse of such medication except as such Board, School Health Services or its employees are grossly negligent or engage in wanton or reckless misconduct.

Parent/Guardian Signature: _____ Date: _____

Daytime Phone Number: _____

THIS FORM WILL EXPIRE AT THE END OF THE SCHOOL YEAR

Attachment 10

406, 405 Suspension, Expulsion, Removal and Permanent Exclusion and Due Process – ORC 3313.661

R.

Summary

A governing authority is required to adopt a policy on suspension, expulsion, removal, and permanent exclusion of students that specifies the types of misconduct for which a pupil may be suspended, expelled or removed.

Policy Requirements

The policy:

- May apply to misconduct that occurred off property owned or controlled by the school that is connected to activities or incidents that occurred on property owned or controlled by the school.
- May apply to misconduct, regardless of where occurred, directed at school officials/employees, or property of school officials/employees.
- Must provide reasons by which the school's administrator may reduce punishment on a case-by-case basis for incidents related to firearms (as listed in ORC 3313.66(B)(2)).
- Must set forth acts qualifying student for permanent exclusion provided by ORC 3313.662. Please note that, for certain acts, a governing authority may recommend that a student be "permanently excluded" to the State Superintendent of Public Instruction. If permanently excluded by the State Superintendent, a student cannot enroll in any public school anywhere in Ohio. ORC 3313.662, specifies that the following: If a student is convicted of, or adjudicated a delinquent child for, committing, when the pupil was 16 years of age or older, an act that would be a criminal offense if committed by an adult and the act is any of the following:
 - ORC 2923.122 – Illegal conveyance or possession of a deadly weapon or dangerous ordnance or of object indistinguishable from firearm in a school safety zone.
 - ORC 2923.12 – Carrying concealed weapons, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school.
 - ORC 2925.03 – Trafficking, aggravated trafficking in drugs, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school.
 - ORC 2925.11 – Possession of controlled substance, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school.
 - A violation of any of the following, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school, if the victim at the time of commission of the act was an employee of the school:
 - ORC 2903.01 – Aggravated murder.
 - ORC 2923.02 – Murder.
 - ORC 2903.03 – Voluntary manslaughter.
 - ORC 2903.04 – Involuntary manslaughter.
 - ORC 2903.11 – Felonious assault.
 - ORC 2903.12 – Aggravated assault.
 - ORC 2907.02 – Rape.
 - ORC 2907.05 – Gross sexual imposition.
 - ORC 2907.12 (Former Section) – Felonious sexual penetration.

- Must specify the procedures including the date and manner by which parents/students can notify of their intent to appeal a suspension or expulsion.
- If the school has adopted a policy under 3313.66(B)(3) or included a provision in this policy extending the administrator's authority to expel a student for bringing a knife to school, the policy must define "knife" and specify reasons by which the administrator may reduce punishment on a case-by-case basis.
- If the school has adopted a policy under 3313.66(B)(4) or (5) or included a provision in this policy extending the administrator's authority to expel a student for acts resulting in serious physical harm to persons or property, the policy must specify reasons by which the administrator may reduce punishment on a case-by-case basis.
- A copy of policy must be posted in central location of school and made available to pupils upon request.
- The policy may adopt guidelines for community service in conjunction with suspension or expulsion; or, in place of suspension or expulsion in certain circumstances. The school may incorporate guidelines by which the administrator may impose community service into the summer or the next term in lieu of applying an expulsion into the following school year.

Please note:

- No student can be suspended, expelled, removed, except in accordance with policy.
- Recommendations to the State Superintendent regarding permanent exclusions must follow ORC 3301.121 and 3313.662.
- ORC 3313.668 is a new section enacted by HB 410. It prohibits a community school from suspending, expelling or removing a student solely based on a student's absences from school without legitimate excuse.

Epicenter Requirements

The following documents must be uploaded to Epicenter:

- A policy that meets the above requirements and the resolution and/or minutes showing adoption.
- Copies of due process documents, including procedures and sample forms/letters used.
- The signed certification statement (below) indicating the central location where the policy is posted and that it is made available to pupils upon request.

Certification Statement

The undersigned school administrator certifies the governing authority's policy on suspension, expulsion and permanent exclusion is posted at the following central location:

Main Office and copies are available to students upon request.

ANTHONY PALLISA
Print Name

[Signature]
Signature

DIRECTOR
Title

10/02/19
Date Signed

Suspension & Expulsion Policy

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

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

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

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

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

Students may be excluded by:

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

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

○

Suspension

A student may be suspended for a maximum of ten (10) days for misconduct and violating school rules. , If a suspension is imposed with fewer than ten (10) days left in the school year, the student may be required to perform community service or another alternative consequence for a number of hours equal to the remaining period of the suspension. The student shall be required to begin the community service or alternative consequence during the first full week day of summer break. The School, in its discretion, may develop an appropriate list of alternative consequences. If the student fails to complete community service or the assigned alternative consequence, the School shall determine an appropriate course of action. Such action, however, shall not include requiring

the student to serve the remaining period of the suspension at the beginning of the following school year.

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

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

- Before imposing the suspension, the Student is provided a "Notice of Intent Suspend from School," Form 3810.1. The Notice shall provide the reasons for the proposed suspension.
- The Student is provided an informal hearing to challenge or otherwise explain the incident leading to the proposed suspension. The hearing will be conducted before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.
- If the suspension is issued, the Head Administrator will notify, in writing, the following parties: the Student's parents or guardian, with a "Notice of Suspension from School," Form 3810.3. The written notification shall explain the reasons for the suspension. The student's parents or guardian shall also be notified, in writing of "Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights," Form 3810.4.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the "Notice of Intent to Suspend From School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon the suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

Emergency Suspension

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

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

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

- Once removed from the activity or school premises, the School shall provide the student written notice "Notice of Emergency Suspension and Intent to Suspend from School," Form 3810.2, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place the next school day from the time of the initial order. The hearing shall be held in accordance with the Suspension hearing rules unless it is probable that the student may be subject to expulsion, in which case the hearing shall be held in accordance with the Expulsion rules. The individual who ordered, caused, or requested the emergency suspension shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the suspension is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian with a "Notice of Suspension from School," Form 3810.3. The written notification shall explain the reasons for the suspension. The student's parents or guardian shall also be notified, in writing of "Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights," Form 3810.4.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the "Notice of Intent to Suspend from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

Ability to Make Up Work Required

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

Expulsion

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

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

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

1. Students must be expelled for one year for the following offense:

- Bringing a firearm to the School, onto School property, or on any property used or leased by the School for school; extracurricular events; or school-related events. On a case by case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.

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

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

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

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

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

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

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

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

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

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

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

Expulsion Procedure. The following procedure shall apply to Expulsions:

- Before enforcing the expulsion, the Student *and* his/her parent or guardian is provided a "Notice of Intent Expel from School," Form 3810.5. The Notice shall provide the reasons for the proposed expulsion, the time and place for the hearing.
- The Student is provided a hearing not less than three or more than five days after receiving the Notice. The student may challenge or otherwise explain incident leading to the proposed expulsion. The hearing will be before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Expulsion from School," Form 3810.7. The written notification shall explain the reasons for the suspension. The Student's parents or guardians shall also be notified, in writing with a "Notice to Parents/Guardians and Student Regarding your Child's Expulsion & Your Rights," Form 3810.8. The form shall explain the right to appeal to the Governing

Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty (20) school days or if the expulsion will extend into the following semester or school year shall, the School shall also provide a "Notice of Assistance Programs for Expelled Students," Form 3810.9. The notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion.

- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the "Notice of Intent to Expel from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

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

Emergency Expulsion

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

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

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

- Once removed from the activity or school premises, the School shall provide the student written notice "Notice of Emergency Removal and Intent to Expel from School," Form 3810.6, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place within the next school day from the time of the initial order. The hearing shall be held in accordance with the Expulsion hearing rules. The individual who ordered, caused, or requested the emergency expulsion shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.

- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Expulsion from School," Form 3810.7. The written notification shall explain the reasons for the suspension. The Student's parents or guardians shall also be notified, in writing with a "Notice to Parents/Guardians and Student Regarding your Child's Expulsion & Your Rights," Form 3810.8. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty school days or if the expulsion will extend into the following semester or school year shall, the School shall also provide a "Notice of Assistance Programs for Expelled Students," Form 3810.9. The notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the "Notice of Intent to Expel from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

Consultation with Mental Health Professional

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

Permanent Exclusion

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

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

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

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

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

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

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

Sealed Records

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

General Policies regarding Exclusion

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

Reporting to the Department of Education

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

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

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

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

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

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

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

[SCHOOL]
NOTICE OF EMERGENCY REMOVAL

Name of Student

Date

Time

Grade

This notice is to inform you that your child has been emergency removed in accordance with Board Policy and Ohio Revised Code Section 3313.66 because his/her presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on the school premises.

The specific reasons for the emergency removal are:

Check the applicable box (only one):

- The emergency removal will be for the remainder of the day and your child will be permitted to return the next school day on _____ [Date].
- Your child will be required to attend a hearing on the next school day on _____ [Date] at _____ [Time] to discuss the reasons for the removal and the Principal's intention to suspend your child. A separate notice of intention to suspend will be provided. Your child will be provided with an opportunity to respond to the allegations against him/her.
- Your child will be required to attend a hearing on the next school day on _____ [Date] at _____ [Time] to discuss the reasons for the removal and the Superintendent's intention to expel your child. A separate notice of intention to expel will be provided. Your child will be provided with an opportunity to respond to the allegations against him/her.

Signature of School Administrator

Date

Signature of Parent

Date

**[SCHOOL]
NOTICE OF SUSPENSION**

Name of Student

Date

Name of Parent

Address

Based upon my review of the circumstances and following the informal hearing during which your child was provided with an opportunity to challenge the reasons or otherwise explain his/her actions regarding the intended suspension, I have determined to suspend your child from school for the following reasons:

Rule(s)/Section(s) of the Board-Adopted Student Code of Conduct Violated by Student: _____

Suspension will be for _____ school days, beginning on _____ through _____.

[Check only if applicable] Be further advised that in addition to suspension, I am recommending to the Superintendent that your child be expelled.

During an out-of-school suspension, a student is prohibited from being on school grounds, attending classes, or attending any school-related or extra-curricular activities. In accordance with Ohio Revised Code 3313.66 and the Student Code of Conduct, a student suspended from school will be provided with the opportunity to complete any assignments missed due to an out-of-school suspension.

If you are suspended based on a violation of Ohio Revised Code Section 3313.662 (A) listed (marked) below, which you committed when you were 16 years of age or older and the violation would have been a criminal offense if committed by an adult, the Superintendent may seek to permanently exclude you from attending any of the public schools of this state if you are convicted of, or adjudicated a delinquent child for that violation.

<input type="checkbox"/> Knowingly conveying or attempting to convey or possessing any deadly weapon or dangerous ordnance onto any property owned or controlled by, or to any activity held under the auspices of a board of education of a city, local, exempted village, or joint vocational school district.	<input type="checkbox"/> Selling or offer to sell a controlled substance.
<input type="checkbox"/> Carrying concealed weapons.	<input type="checkbox"/> Aggravated murder; murder; voluntary manslaughter; involuntary manslaughter.
<input type="checkbox"/> Possession of a controlled substance.	<input type="checkbox"/> Rape; gross sexual imposition; felonious sexual penetration.
<input type="checkbox"/> Felonious assault; aggravated assault.	

You have the right to appeal this suspension decision to the Board or its designee. You also have the right to be represented in all appeal proceedings, to be granted a hearing before the Board or its designee in order to be heard against the suspension, and to request that the hearing be held in executive session if such hearing is held by the Board. If you intend to pursue an appeal of the suspension, please submit a written request for the appeal of the suspension to the Superintendent within _____ days from the date of this Notice, so that a hearing can be scheduled.

Signature of School Administrator

Date

[SCHOOL]
NOTICE OF SUSPENSION

[Date]

[Name of Parent(s)]
[Address]

RE: Notice of Suspension of _____ [Student Name] – Grade _____

Dear [Parent(s)]:

This letter is written to notify you that based upon my review of the circumstances and following the informal hearing during which _____ [Name of Student] was provided with an opportunity to challenge the reasons or otherwise explain his/her actions regarding the intended suspension, I have determined to suspend _____ [Name of Student] out-of-school for _____ school days beginning on _____ [date] and ending on _____ [date].

_____ [Name of Student] has been suspended from school for [list reasons]

_____ In particular, on _____ [date of incident],
_____ [Name of Student] violated the following provisions of the adopted Student Code of Conduct:

[Optional Language] Please be further advised that in addition to suspension, I am recommending to the Superintendent that _____ [Name of Student] be expelled.

During the out-of-school suspension, _____ [Name of Student] is prohibited from being on school grounds, attending classes, or attending any school-related or extra-curricular activities. In accordance with Ohio Revised Code 3313.66 and the Student Code of Conduct, a student suspended from school will be provided with the opportunity to complete any assignments missed due to an out-of-school suspension.

[Optional Language] If the Student's suspension is based on a violation listed in Ohio Revised Code Section 3313.662(A), which the Student committed when he/she was 16 years of age or older and the violation would have been a criminal offense if committed by an adult, the

Superintendent may seek to permanently exclude the Student from attending any of the public schools of this state if he/she is convicted of, or adjudicated a delinquent child for that violation. You have the right to appeal this suspension decision to the Board or its designee. You also have the right to be represented in all appeal proceedings, to be granted a hearing before the Board or its designee in order to be heard against the suspension, and to request that the hearing be held in executive session if such hearing is held by the Board. If you intend to pursue an appeal of the suspension, please submit a written request for the appeal of the suspension to the Superintendent within _____ days from the date of this Notice, so that a hearing can be scheduled.

Please feel free to contact me if you have any questions.

Sincerely,

Principal/Administrator

[SCHOOL]
NOTICE OF INTENT TO EXPEL

[Date]

[Name of Parent(s)]
[Address]

[Name of Student]
[Address]

RE: Notice of Intent to Expel _____ [Student Name] – Grade _____

Dear [Parent(s)] and [Student]:

In accordance with Ohio Revised Code Section 3313.66 and Board Policy, this letter is written to inform you that _____ [Name of Student] may be expelled from school.

It is possible that _____ [Name of Student] may be expelled from school for [list reasons] _____

_____. In particular, on _____ [date of incident], _____ [Name of Student] violated the following provisions of the adopted Student Code of Conduct:

You have the right to appear in person to challenge the reasons or otherwise explain the Student's actions regarding the intended expulsion. You also have the right to bring a representative and/or translator to the expulsion hearing. The hearing will be held on _____ [Date] at _____ [time] at the _____ [Building Name and Address].

If you are unable to attend the expulsion hearing during the date and/or time indicated above, you have the right to request a delay of the hearing for a period up to _____ days. If an extension is granted, you will be notified of the new date, time, and place to appear for the hearing.

[Optional Language] If the Student is expelled based on a violation listed in Ohio Revised Code Section 3313.662(A), which the Student committed when he/she was 16 years of age or older and the violation would have been a criminal offense if committed by an adult, the Superintendent may seek to permanently exclude the Student from attending any of the public schools of this state if he/she is convicted of, or adjudicated a delinquent child for that violation.

Please feel free to contact me if you have any questions.

Sincerely,

Superintendent

[SCHOOL]
NOTICE OF EXPULSION

[Date]

[Name of Parent(s)]

[Address]

RE: Notice of Expulsion of _____ [Student Name] – Grade _____

Dear [Parent(s)]:

This letter is written to notify you of the result of the expulsion hearing held on _____ [Date] during which _____ [Name of Student] was provided with an opportunity to challenge the reasons or otherwise explain his/her actions regarding the intended expulsion. I have determined to expel _____ [Name of Student] out-of-school for _____ school days beginning on _____ [date] and ending on _____ [date].

_____ [Name of Student] has been expelled from school for [list reasons]

_____ In particular, on _____ [date of incident], _____ [Name of Student] violated the following provisions of the adopted Student Code of Conduct:

During the expulsion, _____ [Name of Student] is prohibited from being on school grounds, attending classes, or attending any school-related or extra-curricular activities. In addition, _____ [Name of Student] is prohibited from making up any work or completing any assignments missed due to the expulsion.

In accordance with Ohio Revised Code 3313.66 and Board Policy, below you will find the names of public and/or private agencies that can provide programs or services of assistance to _____ [Name of Student] since the expulsion is for a period of more than twenty (20) days and/or may extend into the following semester or school year. The programs or services offered by the below-listed agencies work toward improving those aspects of a student's attitude and behavior that contributed to the incident that gave rise to the student's expulsion from school:

[List Agencies]

You have the right to appeal this expulsion decision to the Board or its designee. You also have the right to be represented in all appeal proceedings, to be granted a hearing before the Board or its designee in order to be heard against the expulsion, and to request that the hearing be held in executive session if such hearing is held by the Board. If you intend to pursue an appeal of the expulsion, please submit a written request for the appeal of the expulsion to the Treasurer or me within fourteen (14) days from the date of this Notice, so that a hearing can be scheduled.

[Optional Language] The expulsion may be subject to extension under Ohio Revised Code Section 3313.66(F) if the Student's expulsion involves conduct that could result in the Student's permanent exclusion from school.

[Optional Language] If the Student's expulsion is based on a violation listed in Ohio Revised Code Section 3313.662(A), which the Student committed when he/she was 16 years of age or older and the violation would have been a criminal offense if committed by an adult, the Superintendent may seek to permanently exclude the Student from attending any of the public schools of this state if he/she is convicted of, or adjudicated a delinquent child for that violation.

Please feel free to contact me if you have any questions.

Sincerely,

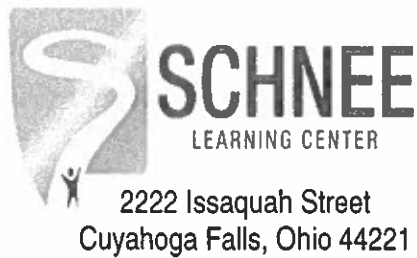
Superintendent

CERTIFICATION

We hereby certify that the Suspension and Expulsion Policy for [INSERT NAME OF SCHOOL] is posted [INSERT DETAILED DESCRIPTION OF THE AREA OF THE SCHOOL BUILDING IN WHICH THE POLICY IS POSTED] and available upon request in the main office.

BY: _____

[HEAD ADMINISTRATOR]



RECORD OF MINUTES OF BOARD OF DIRECTORS MEETING
SCHNEE LEARNING CENTER

October 16, 2019
5:30 pm

I. CALL TO ORDER at 5:30 pm

A. ROLL CALL

- | | |
|-------------------------|---------|
| 1. Mrs. Debbie Clapp | ABSENT |
| 2. Mr. Jeff Iula | PRESENT |
| 3. Mr. Paul Colavecchio | PRESENT |
| 4. Mrs. Jessica McCoy | ABSENT |
| 5. Mr. Gary Miller | PRESENT |

B. WELCOME

II. COMMENTS FROM THE PUBLIC

III. Board of Directors Business

- A. It is recommended that the Board of Directors approve the August 14, 2019 meeting minutes and the October 16th agenda. Attachments A and B.

It was moved by Iula; seconded by Miller

2019-65 Roll Call: Colavecchio, Aye; Iula, Aye; Miller, Aye;

Motion carried. Approved 3-0

- B. It is recommended by the Ohio Department of Education to approve the following policies and house bills in Attachments:

Policy# 4410, Student Code of Conduct: Corporal Punishment to now include the terms "non-licensed employee or bus drivers" to the list of individuals not permitted to engage in corporal punishment. Attachment C.

Policy# 3531. Academic Prevention & Intervention Services Policy. Attachment D.

Policy # 3680. Career Advising Policy. Attachment E.

"Molding Our Students to be Accepting, Insightful, and Compassionate"



Policy# 3670. Resolution Denying Credit During Expulsion. Attachment F.

ODE Required Posting, Ohio Means Jobs Information. Attachment G.

Policy# 5810. Personal Information Systems. Attachment H.

Policy# 3830. Confidentiality Policy or Procedures. Attachment I.

Policy# 4201. Habitual Truancy-Intervention Strategies Policy. Attachment J.

Policy# 4530. Suspension, Expulsion, Removal & Permanent Exclusion & Due Process Attachment K.

Policy# 3511 & 3514. Admissions Policy. Attachment L.

Recommended the Board approve a Resolution for Distributing Statement. Attachment M.

Policy# 5080. Fraud Reporting Notification. Attachment N.

Policy# 1430. Governing Authority Compensation Resolution. Attachment O.

Policy# 1460. Conflict of Interest Statements. Attachment P.

Policy# School Comprehensive Plan. Attachment OO.

Policy# Public Records, Open Meeting Training. Attachment R.

Policy# 3830. Public Records Policy. Attachment S.

Policy# 2250. Food Allergy Protection Policy. Attachment T.

Policy# 5444. Reporting Child Abuse or Neglect Policy or Procedures & Training Records. Attachment U.

Resolution for Body Mass Index Screening. Attachment V.

Policy# 2240. Procedure of Inhalers. Attachment W.

Policy# 2241. Procedurement of Epinephrine Auto Injectors (EpiPens) Attachment X.

Policy# 3833. Missing Children & # 6140 Fingerprinting. Attachment Y.

Policy# 2300. Health & Safety Review. Attachment Z.

Policy#, 2320. Eye Protection Devices. Attachment AA.

Policy# 4104. Anti-Harassment & Bullying. Attachment BB.

"Molding Our Students to be Accepting, Insightful, and Compassionate"



Policy# 2140 & 2150. Standards Governing Foods & Beverages Sold on School Premises. Attachment CC.

Policy# 4560. Positive Behavioral Interventions & Supports (PBIS) & Restraint & Seclusion. Attachment DD.

Policy# 3540. Promotion & Retention Policy. Attachment EE.

Policy# 3310. Parental Involvement Policy. Attachment FF.

Resolution for monthly Verification of Residence Policy & Process. Attachment GG.

Policy# 1741. Public Records Access Policy. Attachment HH.

Policy# 3700. Individuals with Disabilities. Attachment II.

Policy# 2280. Student Wellness & Success Program.

Wellness Application & Plan. Attachment JJ.

Policy# 2110. Food Service Program. Attachment KK.

Policy# 2580. School Calamity Days. Attachment LL.

Policy# 1620. Authority to Designate Fiscal Officer. Attachment MM.

Policy# 1753. School Asset Policy. Attachment NN.

Policy# 1200. Authority to School Comprehensive Plan. Attachment OO.

Resolution to approve the 2018-2019 Schnee Annual Report. Attachment PP.

Resolution to approve the 2020-2021 Board of Directors Meeting Schedule. Attachment QQ.

Resolution to approve the resignation of Lynn Wancata, Intervention Specialist. Attachment RR.

Resolution to approve the "Community School Application for Assumed Schools" for this month, due October 28th. Attachment SS.

It was moved by Miller; seconded by Iula.

2019-66

Roll Call: Colavecchio, Aye; Iula, Aye; Miller, Aye;

Motion carried. Approved 3-0

- C. It is recommended that the Board of Directors approve the financial expenditures and reports for the month of August, September, and October presented by Melissa Miavez.

"Molding Our Students to be Accepting, Insightful, and Compassionate"



It was moved by Lula; seconded by Miller

2019-67 Roll Call: Colavecchio, Aye; Lula, Aye; Miller, Aye;

Motion carried. Approved 3-0

Comments from the Executive Director: Enrollment is at 85 as of October 14, 2019. The school continues to work on enrollment and marketing plans. Each staff member received \$500 for instructional supplies from the Improvement grant. The open Intervention Specialist position has been posted with the Summit County ESC.

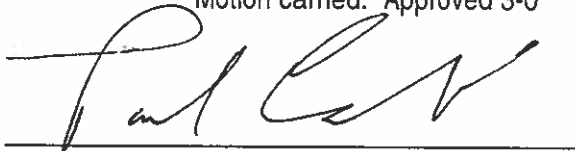
D. The next scheduled Board of Directors regular meeting will be held on January 22, 2020 at 5:30PM according to the approved schedule, at Schnee Learning Center

IV. Adjournment at 5:55 PM

It was moved by Lula; seconded by Miller

2019-68 Roll Call: Colavecchio, Aye; Lula, Aye; Miller, Aye;

Motion carried. Approved 3-0



President



Treasurer

Attachment 11

FY20 - May 2020 submission

IRN No. 147231

County: Summit

Type of School: Brick and Mortar

Contract Term: May 01, 2018 - June 30, 2020

Schnee Learning Center

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2017 through 2019, Actual and
the Fiscal Years Ending 2020 through 2024, Forecasted

	Actual			Forecasted				
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 816,588	\$ 781,377	\$ 677,018	\$ 718,766	\$ 699,832	\$ 736,163	\$ 784,832	\$ 834,400
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	8,679	2,463	5,103	3,495	-	-	-	-
Total Operating Receipts	\$ 825,267	\$ 783,840	\$ 682,120	\$ 722,261	\$ 699,832	\$ 736,163	\$ 784,832	\$ 834,400
Operating Disbursements								
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	-	-	-	-	-	-	-	-
400 Purchased Services	908,736	805,606	840,128	857,540	870,419	886,255	902,408	918,884
500 Supplies and Materials	29,215	12,307	11,966	18,667	27,695	28,249	28,814	29,390
600 Capital Outlay -New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	6,233	3,199	1,882	1,153	2,400	2,472	2,546	2,623
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 944,184	\$ 821,112	\$ 853,975	\$ 877,360	\$ 900,514	\$ 916,976	\$ 933,768	\$ 950,896
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (118,917)	\$ (37,271)	\$ (171,855)	\$ (155,099)	\$ (200,682)	\$ (180,813)	\$ (148,936)	\$ (116,496)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 108,364	\$ 94,819	\$ 80,708	\$ 190,972	\$ 165,342	\$ 116,495	\$ 117,660	\$ 118,837
State Grants (3200, except 3211)	-	-	-	25,000	36,000	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	626	16,474	114	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	(94)	(620)	(660)	(843)	(660)	(673)	(687)	(700)
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 108,270	\$ 94,826	\$ 96,522	\$ 215,243	\$ 200,682	\$ 115,822	\$ 116,974	\$ 118,137
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ (10,647)	\$ 57,554	\$ (75,333)	\$ 60,144	\$ -	\$ (64,990)	\$ (31,962)	\$ 1,641
Fund Cash Balance Beginning of Fiscal Year	\$ 111,897	\$ 101,250	\$ 158,804	\$ 83,472	\$ 143,616	\$ 143,616	\$ 78,625	\$ 46,663
Fund Cash Balance End of Fiscal Year	\$ 101,250	\$ 158,804	\$ 83,472	\$ 143,616	\$ 143,616	\$ 78,625	\$ 46,663	\$ 48,304

Assumptions

Staffing/Enrollment

	Actual			Forecasted				
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Total Student FTE	105	99	85	85	85	90	95	100
Instructional Staff	10	8	8	12	12	12	12	12
Administrative Staff	2	2	2	1	1	1	1	1
Other Staff		0	0	0	0	0	0	0

Purchased Services

Rent	\$ 78,615.96	\$ 93,613.96	\$ 78,615.96	\$ 78,615.96	\$ 78,616.00	\$ 78,616.00	\$ 78,616.00	\$ 78,616.00
Utilities	24,685.57	19,385.71	20,628.29	19,268.54	21,120.00	21,542.40	21,973.25	22,412.71
Other Facility Costs	34,070.50	37,269.77	31,246.58	23,231.20	33,000.00	33,660.00	34,333.20	35,019.86
Insurance	7,502.00	7,803.00	7,957.00	8,905.26	8,756.00	8,931.12	9,109.74	9,291.94
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	23,453.85	17,505.56	21,571.55	20,941.44	20,372.00	20,779.44	21,195.03	21,618.93
Audit Fees	22,384.54	22,392.02	22,767.85	21,466.92	22,680.00	23,133.60	23,596.27	24,068.20
Contingency	61,892.33	-	-	-	-	-	-	-
Transportation	-	-	-	109.73	-	-	-	-
Legal	6,891.50	9,011.50	6,327.76	9,850.12	6,000.00	6,120.00	6,242.40	6,367.25
Marketing	15,056.41	12,595.17	13,729.67	(1,401.32)	3,000.00	3,060.00	3,121.20	3,183.62
Consulting	22,554.39	15,739.96	28,728.73	76,304.40	81,000.00	82,620.00	84,272.40	85,957.85
Salaries and Wages	575,527.19	541,039.10	576,318.16	552,296.50	566,000.00	577,320.00	588,866.40	600,643.73
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	-	-	-	9,375.00	-	-	-	-
Technology Services	14,880.00	15,023.40	15,463.20	19,986.00	14,125.00	14,407.50	14,695.65	14,989.56
Food Services	20,965.76	14,226.58	13,026.62	11,949.38	9,000.00	9,180.00	9,363.60	9,550.87
Other	256.00	-	3,746.13	6,640.97	6,750.00	6,885.00	7,022.70	7,163.15
Total	\$ 908,736.00	\$ 805,605.73	\$ 840,127.50	\$ 857,540.10	\$ 870,419.00	\$ 886,255.06	\$ 902,407.84	\$ 918,883.68

Financial Metrics

Debt Service Payments	\$ 94	\$ 620	\$ 660	\$ 843	\$ 660	\$ 673	\$ 687	\$ 700
Debt Service Coverage	-112.43	93.90	-113.15	72.34	1.00	-95.54	-45.55	3.34
Growth in Enrollment	-25.75%	-5.23%	-14.71%	0.53%	0.00%	5.88%	5.56%	5.26%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	-27.18%	-5.02%	-12.98%	5.88%	-3.11%	5.19%	6.61%	6.32%
Growth in Non-Operating Receipts/Expenses	78.76%	-12.42%	1.79%	123.00%	-6.76%	-42.29%	0.99%	0.99%
Days of Cash	0.12	0.12	0.19	0.10	0.16	0.16	0.08	0.05



Total Expenditures per FTE	\$	9,027.51	\$	8,289.43	\$	10,108.04	\$	10,331.80	\$	10,602.05	\$	10,196.10	\$	9,836.36	\$	9,515.97
-----------------------------------	----	----------	----	----------	----	-----------	----	-----------	----	-----------	----	-----------	----	----------	----	----------

Assumptions Narrative Summary

The School is projecting \$718,766 for FY20 in total State Aid based off of 85 FTEs. The School is projecting enrollment to be 85, 85, 90, 95, and 100 for FY20-FY24 respectively. Misc. Revenue is projected at current trends since the amount collected is very minor. Federal revenue for FY20 is based off the current allocations and FTEs. Federal revenue for FY21-24 is projected at a 1% increase year over year. FY21-24 expects that staffing will not change. Staffing is a Purchased service for the School and is provided by the Summit County ESC per the contract with the School. Overall, the projection is for a 2% increase in staffing costs year over year to cover salary increases and benefit increases. All other expenses were calculated on a 2% increase over FY21-24 to cover market price fluctuations. The School has a lease agreement with Cuyahoga Falls City Schools for the use of the building, janitorial staff, utilities, and other needed building supplies. This agreement goes through 2024. The agreement with the Summit County ESC to provide staffing is renewed yearly. The debt listed with Cuyahoga Falls School District has remained stable and is not projected to increase.

Fiscal Year 2020-2024 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past)	\$ 460,694.86	\$ -	\$ -	\$ 460,694.86	Cuyahoga Falls
Total	\$ 460,694.86	\$ -	\$ -	\$ 460,694.86	

Attachment 12



Massa
Financial Solutions, LLC

SECOND ADDENDUM TO FISCAL OFFICER AGREEMENT

This Second Addendum to the March 1, 2014 Fiscal Officer Agreement (the "Addendum") is an addendum to the Fiscal Officer Agreement by and between **Schnee Learning Center**, ("the School"), and **Massa Financial Solutions, LLC** ("Massa" or "Contractor"), and shall become effective as of July 1, 2016.

The parties hereby agree as follows:

1. Item 1 of the Fiscal Officer Agreement shall be modified as follows:

Contracting Period

The agreement shall be for a period of twelve (12) months, commencing **July 1, 2016 through June 30, 2017**. Upon the expiration of the term, this agreement shall be renewed automatically for successful renewal terms in duration of one (1) year unless terminated by either party providing ninety (90) days written notice of intention not to renew this Agreement prior to the end of the term or any current renewal term.

2. Item 3 of the Fiscal Officer Agreement shall be modified as follows:

Compensation

In consideration for Contractor's full and timely performance of the Services set forth in the Proposal throughout the Contracting Period, the School shall pay Contractor as follows:

July 1, 2016 -- June 30, 2017	\$18,000/year
--------------------------------------	----------------------

[Go to next page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Second Addendum to Fiscal Officer Agreement as of the date set forth in the first paragraph above.

MASSA FINANCIAL SOLUTIONS, LLC



**C. David Massa, Owner
219 E. Maple Street
Suite 202
North Canton, Ohio 44720
Tel: (330) 515-0572
Fax: (330) 409-0270
E-mail: dave@massasolutionsllc.com**



**Executive Director
Schnee Learning Center**

STATE OF OHIO DEPARTMENT OF EDUCATION
5 Year School Treasurer School Treasurer License

CHRISTOPHER D MASSA

THIS LICENSE AWARDED TO

OH3014246

EDUCATOR STATE ID

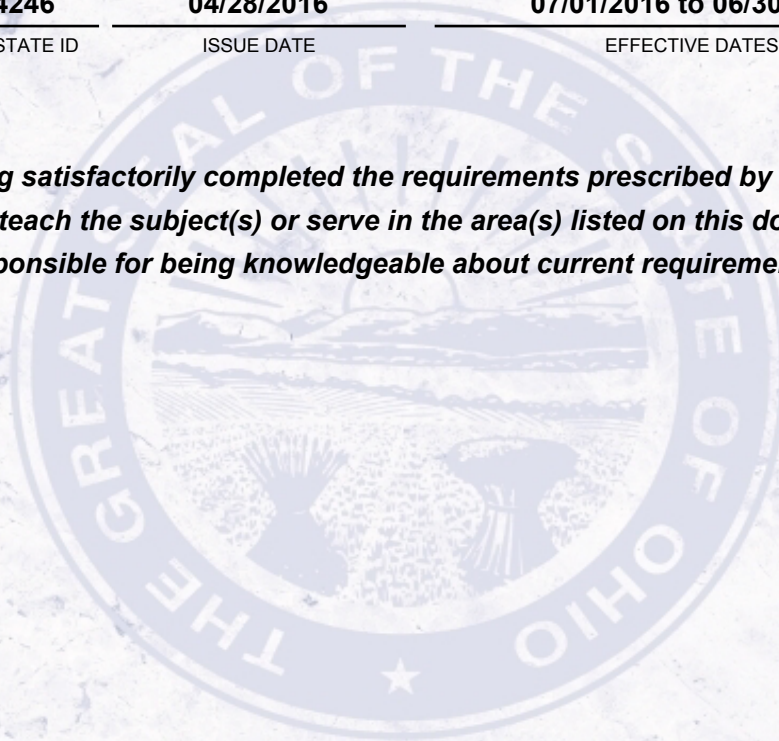
04/28/2016

ISSUE DATE

07/01/2016 to 06/30/2021

EFFECTIVE DATES

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.



Lonny J. Rivera

Interim Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21257898

Employers may verify this credential by going to Educator Profile on education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.

Continuation
Certificate

Westfield Insurance Company

Westfield Insurance®
1 Park Circle, PO Box 5001
Westfield Center, Ohio 44251-5001

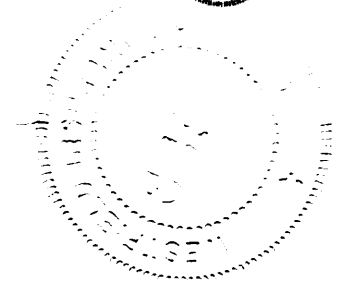
In consideration of an agreed premium payable in advance, the Bond described below is hereby continued in force for the period indicated. Continuation is subject to the condition that the maximum aggregate liability under the Bond and any and all continuations thereof shall in no event exceed the amount of liability shown herein. This endorsement shall be valid only when executed by an attorney-in-fact of this Company.

BOND NO.	BOND AMOUNT	RENEWAL PREMIUM	CONTINUED	
			FROM	TO
BND 1149421	\$ 25,000.00	\$ 156.00	3/1/2020	3/1/2021
PRINCIPAL Christopher D Massa (on behalf of Schnee Learning Center)				
OBLIGEE State of Ohio				

Signed, sealed and dated this 15th day of January, 2020.

O'NEILL INSURANCE AGENCY INC
Agency
111 High Street Wadsworth, OH 44281-1857
City & State

By: Jody Maibach
Jody Maibach
Attorney-in-Fact





CERTIFIED COPY

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint of **Wadsworth** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 1149421**
Principal Name: **Christopher D Massa**
Obligee Name: **State of Ohio**
Bond Penalty: \$ **25,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, **Westfield Insurance Company** has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **17th** day of **December 2019**.

By: **Gary W. Stumper**, National Surety Leader and Senior Executive

Affixed
Corporate
Seal



CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **15th** day of **January**, A.D., **2020**

By: **Frank Carrino**, Secretary

State of Ohio
County of Medina ss:

On this **17th** day of **December**, A.D., **2019**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company** the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By:
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss:

Attachment 13

<p style="text-align: center;">Summit Educational Service Center Employee Benefits Information Sheet</p>

Benefits are offered to all full time employees (30 hours or more weekly).

Insurance

Monthly cost for any Medical/Hospitalization Plan (effective 7/1/19):

Family Coverage – employee pays:	\$401.28	Board pays:	\$1,605.13
Single Coverage – employee pays:	\$165.20	Board pays:	\$660.83

Monthly cost for Dental Insurance (effective 7/1/19):

Family Coverage – employee pays:	\$47.96	Board pays:	\$191.83
Single Coverage – employee pays:	\$19.45	Board pays:	\$77.82

Employees may sign up for medical/dental insurance coverage within 30 days of employment. If an employee elects not to sign up at the time of employment, he/she may sign up during open enrollment which is in the fall for an effective date of January 1st. Deductions for insurance coverage are made in advance. For example, premiums for October coverage are deducted from September’s pays. **This could result in a double premium deduction from the first month of pays.**

Employees may choose from among two insurance plans:

SuperMed or Aultcare

- Employees must choose doctors and hospitals in the plan directory.
- Once the deductible is met, insurance pays 90%, employee pays 10%.
- Caremark is the prescription company, employee pays 20%. Maintenance drugs are mandatory mail order.
- The doctors in **Aultcare** are in Stark County.

Employees who participate in the Dental Insurance program may go to any dentist of their choice.

Life Insurance

All full time employees of the Summit Educational Service Center receive Life Insurance coverage free of charge.

1. \$50,000 insurance benefit for employees who make over \$30,000.
2. \$30,000 insurance benefit for employees who make under \$30,000.

Attachment 14

SCHNEE LEARNING CENTER, INC.

AND THE

CUYAHOGA FALLS CITY SCHOOL DISTRICT BOARD OF EDUCATION

SCHNEE ELEMENTARY SCHOOL LEASE AGREEMENT

July 1, 2015 – June 30, 2020

THIS LEASE IS ENTERED INTO at Cuyahoga Falls, Ohio, on the date hereinafter set forth, by and between the CUYAHOGA FALLS CITY SCHOOL DISTRICT BOARD OF EDUCATION, CUYAHOGA FALLS, OHIO, hereinafter referred to as "Lessor" and the SCHNEE LEARNING CENTER, INC. hereinafter referred to as "Lessee".

WITNESSETH:

In consideration of the annual sum of (see attached for scale) and other good and valuable consideration and covenants hereinafter contained, by Lessee to be paid and performed, Lessor hereby leases the following described premises (hereinafter referred to as "Premises") to Lessee on the terms and conditions set forth:

Sixty-One percent (61%) of the property known as Schnee Elementary School and its attendant grounds located at 2222 Issaquah Street, Cuyahoga Falls, Ohio 44221 as defined in attachment A.

1. TERM: This lease shall be for a period for five (5) years, commencing July 1, 2015 and terminating June 30, 2020. The lease may be extended for a periods of one year if mutually agreed upon by both parties. The lessee must notify the lessor of their intent to extend ninety (90) days prior to the termination of the lease in writing. Notwithstanding the foregoing, this lease may be terminated prior to its expiration date in accordance with Article 6 below.

2. RENTAL: The charge for rental shall be paid in twelve (12) monthly installments of (see attachment A and B for description and scale), payable by the 15th of each month.

The parties agree that any real estate taxes and assessments which become due and owing

during the term of this Lease or any subsequent extension shall be the responsibility of the Lessee and Lessee agrees to indemnify and hold Lessor harmless for any such real estate taxes and assessments which may arise by virtue of Lessee's occupancy, use or interest in said property by virtue of this Lease or any extension of same.

3. **USE:** The premises shall be used to house the offices, classrooms and functions of the SCHNEE LEARNING CENTER, INC.

4. **MAINTENANCE:** The Lessor shall be responsible for the maintenance of the building including the structure (walls, windows, doors and other outdoor fixed equipment), roof and grounds including lawn mowing and snow plowing. The Lessor shall also be responsible for the upkeep of the boilers and any other equipment in the boiler room. The Lessor shall be responsible for the maintenance of any remaining asbestos containing materials in the building. The Lessee shall be responsible for maintenance and repair of all equipment not listed above, including but not limited to electrical, plumbing and general maintenance. The Lessee may secure maintenance services from the Lessor at a cost of labor and materials. Custodial services and supplies will be provided by the Lessor and will be billed to the Lessee in accordance with Attachment C. The Lessor warrants the equipment that the Lessee is responsible for, is in good working condition and properly maintained. All maintenance costs not covered by the Lessor will be billed to the Lessee for work done only on the square footage used by the Lessee. All custodial costs will be billed to the Lessee for the percentage of the building used by the Lessee.

5. **UTILITIES:** Lessee shall be responsible for 61% of all charges for gas, electricity, telephone system, security alarm system, water, sewer and garbage during the Lease period or any extension of this Lease. The Lessor will be given the first opportunity to provide a food service program. (Working on analysis of kitchen equipment/ability to satellite food to SLC.)

6. **TERMINATION:** Following the initial lease term, this Lease may be terminated annually by either party upon ninety (90) days advance written notice with the termination date being June 30. Additionally, if Lessor determines in its sole discretion the premises are needed

for educational purposes, or that the cost of maintaining or improving the building is deemed prohibitive, Lessor may terminate the lease at any time upon ninety (90) days advance written notice.

7. REMODELING. REDECORATING: Lessee may remodel or redecorate the premises only with Lessor's prior written consent. Any and all remodeling and modification of the premises shall be the sole responsibility of the Lessee, at its cost. Any remodeling and/or modification of the premises shall comply with state and local code requirements and laws and must be approved by the appropriate governmental agencies. Such code compliance and approval shall be the sole responsibility of the Lessee. Any such remodeling or modification of the premises shall revert to Lessor at the end of this Lease or any subsequent extension unless said remodeling or modification is clearly severable personal property. The Lessee acknowledges that the Lessor is a governmental agency and must comply with the Americans With disabilities Act (ADA). In the event modifications must be made to the premises, the Lessor shall be responsible for the cost of the ADA modifications if they are of a permanent nature. However, if the cost of implementing the ADA modifications is unacceptable to the Lessor, the Lessor and Lessee shall negotiate terms that are mutually agreeable to both parties. However, if said negotiations are not successful, the Lessor has the right to terminate this Lease with ninety (90) days' notice to the Lessee, notwithstanding the terms of Article 6 above.

8. INSPECTIONS/PERMITS: Lessee will comply with all laws, rules, ordinances, zoning requirements, and other requirements relating to the occupancy of buildings, arrange for all necessary inspections and secure all necessary permits to assure the propriety and legality of the use of the premises to the Lessee. Any improvements to the premises required in order to comply with the related laws, rules, ordinances, zoning requirements, and other requirements shall be provided for by the Lessee, at its sole expense except relating to ADA modifications as specified in Article 7 above. Such improvements shall revert to Lessor, unless such improvements are clearly severable personal property and are not of a permanent nature.

9. **INSURANCE:** The Lessor will carry insurance coverage on the premises for fire, extended coverage and malicious mischief risks, only. It shall be the responsibility of the Lessee to secure adequate insurance coverage of the contents of the premises as well as personal injury liability coverage in the amounts of Five Hundred Thousand dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per accident. The Lessee's insurance policy must name the Lessor as an additional insured. Additionally, the Lessee shall annually provide the Lessor with proof of the existence of such insurance coverage. The Lessee shall not be permitted to occupy or use the premises if there is a lack of such coverage and will notify the Lessor within 48 hours if their insurance policy lapses.

10. **DAMAGE TO BUILDING:** In the event the leased premises are destroyed or rendered untenantable by fire, storm, earthquake, or other casualty, this Lease shall be at an end. The rental and other expense items shall be then accounted for between Lessor and Lessee up to the time of such injury or destruction of said premises. Should only a part of the leased premises be rendered untenantable for a period of thirty (30) days or more the rental shall abate in the proportion which the injured part bears to the whole leased premises. At Lessor's option such part so injured may be restored by Lessor after which the full rent shall recommence and the Lease continue according to its terms. Should the premises be rendered untenantable, as noted above, the Lessee and Lessor shall negotiate occupancy for the remainder of the Lease term.

11. **HAZARDOUS OR UNLAWFUL USE:** Lessee shall not use or occupy any part of the premises for hazardous, unlawful or improper purposes. All parties agree that they will not violate any local, state or federal laws in operation of their programs.

12. **LESSOR'S ACCESS:** Lessor, or its agents shall have free access to the premises at any time for any purpose with reasonable notice. Lessor will notify Lessee prior to any inspections.

13. **LESSOR HELD HARMLESS:** Lessor shall not be in any way liable for any injury, loss, or damage to Lessee or Lessee's employees, agents, guests, invitees, or students, or to

the property of said individuals, for any reason whatsoever, unless said loss or damage is caused solely by an intentional act of Lessor, its agents, licensees, and/or employees. Lessee shall protect, indemnify and hold harmless the Lessor, and its agents, from any and all liability, claims, damages, or causes of action arising out of the use, possession, occupancy, or operation of the premises.

14. ASSIGNMENT OF LEASE/SUBLEASE: Lessee shall not assign this Lease, or sublet the premises or any part thereof, without prior written consent of the Lessor. The Lessor and Lessee must mutually agree on any other party who may lease any of the remaining areas available in the building.

15. RETURN OF BUILDING AND PROPERTY: At least fourteen (14) calendar days prior to Lessee's possession, both parties shall inspect the property and record the condition of said property. Lessee agrees to surrender the premises at the end of the Lease term or extension thereof in the same condition as when condition of property was recorded, ordinary wear excluded. At least sixty (60) days prior to Lessee's vacating the premises, Lessor shall inspect all of the property. In the event that damage beyond ordinary wear occurred, Lessee agrees to have said damage corrected to Lessor's satisfaction prior to Lessee's vacating the premises.

16. LESSEE'S PEACEFUL OCCUPANCY: Lessor covenants that so long as Lessee Observes and keeps the covenants by said Lessee to be performed, that Lessee shall lawfully, peacefully, and quietly hold and occupy said premises during the term, without hindrance or interruption by Lessor.

Provided, however, that if Lessee shall fail to keep and perform any of the terms, agreements and covenants in this Lease to be kept and performed by Lessee, after written notice of default and Lessee has failed for a period of thirty (30) days to cure or commence the curing of any such default, it shall be lawful for the Lessor to rent the premises and to have the same again as in said Lessor's former state, and thereupon this Lease and everything on Lessor's behalf to be done and performed, shall cease, terminate, and be void,

without prejudice to the right of the Lessor to recover from the Lessee all damages occasioned by the default of said Lessee in the performance of any of the covenants of this Lease to be performed by the Lessee.

Provided, however, that if Lessor shall fail to keep and perform any of the terms, agreements, and covenants in this Lease to be kept and performed by the Lessor, after written notice of default from Lessee specifying the item or items or default and Lessor has failed for a period of thirty (30) days to cure or commence the curing of any such default, it shall be lawful for the Lessee to give notice of termination of the Lease and mutually agreed upon date for vacating of said premises with no further rent due.

17. EXECUTION: This Lease shall supersede and replace all other Lease agreements for the premises and contains all of the terms agreed upon between the parties. This document shall not be amended except by written instrument signed by all parties.

(Remainder of page left intentionally blank)

Attachment A - Building Occupancy

Lessor agrees to lease 61% of Schnee School (24,722 SF) to Schnee Learning Center, Inc. according to attached floorplan.

Attachment B - Rental Rate

Year	Rate/sf (24,722)	Monthly Amount	Yearly Amount
Year 1: 2015-2016	3.18	6,551.33	78,615.96
Year 2: 2016-2017	4.00	8,240.67	98,888.00
Year 3: 2017-2018	5.00	10,300.83	123,610.00
Year 2: 2018-2019	5.00	10,300.83	123,610.00
Year 3: 2019-2020	5.00	10,300.83	123,610.00

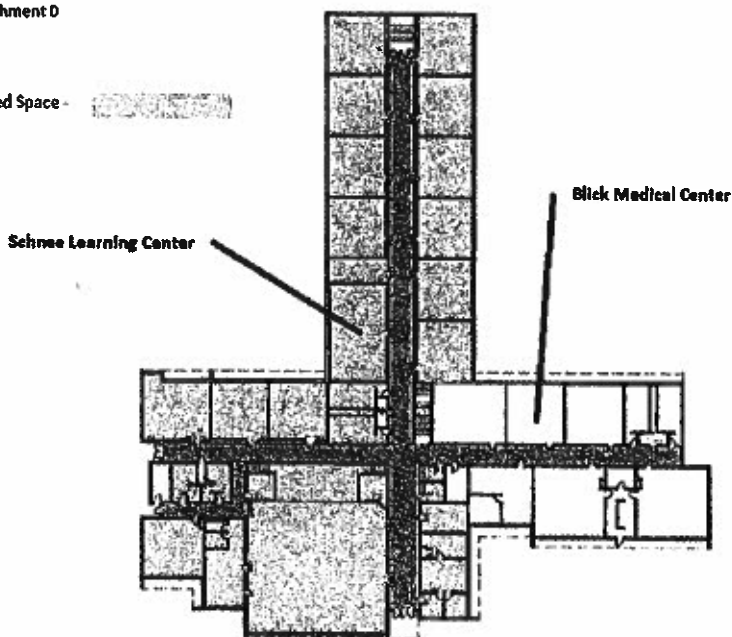
Attachment C - Custodial Service

Custodial Services will be provided by the Lessor: The Lessee will pay 61% of salary and benefits. The time worked will be mutually determined. The Lessee will pay for 61% of the custodial supplies

Attachment D - Floorplan

Attachment D

Leased Space -



FIRST FLOOR PLAN
SCALE 1" = 10'

1" = 10'



IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year as written below.

STATE OF OHIO)
) SS
COUNTY OF)
SUMMIT

Before me, a Notary Public, did appear Jerry James

Schnee Learning Center, Inc. and under oath did swear that his signature was his free act and deed this 16 day of July, 2015

Katherine Castlow

Notary Public, County of ~~Summit~~
Stark

Jerry James
Schnee Learning Center



Katherine Castlow
Notary Public, State of Ohio
My Commission Expires 03-01-2018

Ruthie Matulavich
Witness

.....
STATE OF OHIO)
) SS
COUNTY OF)
SUMMIT

Before me, a Notary Public, did appear Karen Schofield, President, and David Hoskin, Treasurer/CFO, of the Cuyahoga Falls City School District Board of Education, and under oath did swear that their signatures were their free act and deed, this 9th day of June, 2015

Denise Weaver

Notary Public, County of ~~Summit~~ Portage



DENISE WEAVER
Notary Public State of Ohio
My Comm. Expires June 19, 2018

Karen Schofield
Board President

David M. Hoskin
Treasurer/CFO

Sharon Brand
Witness



May 23, 2018

Rent Proposal for Schnee Learning Center

The Governing Board of the Schnee Learning Center hereby requests that the Cuyahoga Falls Board of Education reduce the monthly rent of \$10,300.83 by fifty percent to \$5,150.42 a month for FY2019 and FY2020 for the facility at 2222 Issaquah Street, Cuyahoga Falls, Ohio 44221. This would be a total yearly reduction of \$61,804.98.

Schnee Learning Center is requesting this change to the rental agreement due to economic hardship from reduced enrollment. The Schnee Learning Center is a successful Drop-Out Recovery program that is recognized by the State's published results and rankings. Schnee Learning Center has continually worked in the best interest of their students and wishes to continue to deliver the same successful program to future students. However, with the recent increase in rent combined with the current low enrollment the Schnee Learning Center is facing having to make changes to the program to remain fiscally sound if a reduction in rent cannot be agreed upon.

Attached is a letter sent to Dr. Nichols on May 1st, 2018 that defines costs paid by Schnee Learning Center to the Cuyahoga Falls Board of Education as well as research into current rent for other community schools and an explanation of how the rent reduction would be spent to continue to improve the program while keeping the Schnee Learning Center fiscally sound.

Sincerely,

Board President

Treasurer

School Executive Director

Board Member

Board Member

Board Member

Board Member



CUYAHOGA FALLS CITY SCHOOL DISTRICT

431 Stow Avenue, Cuyahoga Falls, OH 44221
330-926-3800 | cfalls.org

Enclosed for your files is a fully executed original of a service agreement approved by the Cuyahoga Falls Board of Education at the meeting held on July 18, 2018.

Cuyahoga Falls City School District

"Every Student, Every Day, Every Opportunity"