

Agreement between the Ohio Department of Education, Office of School Sponsorship and Greater Summit County Early Learning Center, a Community School

This Agreement, effective the 1st day of July, 2017 is made and entered into between the Ohio Department of Education Office of School Sponsorship (the "Sponsor") and the Greater Summit County Early Learning Center, a public community school organized as an Ohio non-profit corporation (the "School") (collectively, the "Parties").

Background Information

- A. The Department of Education, Office of School Sponsorship operates pursuant to Ohio Revised Code Chapter 3314 and has the authority to sponsor community schools pursuant to Ohio Revised Code section 3314.029.
- B. On 12/01/2016, the Sponsor assumed the sponsorship of School on 12/01/2016 and an assumption agreement entered into on 4/24/2017 and 5/01/2017;
- C. The Governing Authority of School desires to continue to operate under the oversight of Sponsor;
- D. On 12/14/2016 the Office of School Sponsorship Oversight Committee voted to approve the renewal of School's Agreement for a term of 2 years.

Provisions

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

Section 1

1.1 Term. This Agreement is effective as of 7/01/2017 and shall continue through 6/30/2019. Although this Agreement is for operation of the School for a period of 2 years, this Agreement may be renewed for an additional period upon application for renewal in accordance with Ohio law and the Office of School Sponsorship Oversight Committee approval of the renewal of the application.

1.2 Community School Corporate Status. The School is incorporated as an Ohio public benefit corporation pursuant to Chapter 1702 of the Ohio Revised Code. [insert what type of school the school was created – start-up or conversion] The School shall continue to operate as an Ohio public benefit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws. The School is required to apply for and qualify as a tax-exempt organization under 501(c)(3) of the Internal Revenue Code. A copy of the tax-exempt status is attached to the Agreement as **Appendix 1**. The School is subject to Ohio laws that apply to all community schools, now existing and as subsequently enacted or amended, and all Sponsor policies. Further, the School is a public entity within the meaning of Ohio Revised Code, and is additionally subject to the Sunshine Law and the Open Records Act.

- a. Compliance with Agreement. The School will be bound by and operated in a manner consistent with the terms of this Agreement so long as such terms are in accordance with state, federal and local law.
- b. Corporate Purpose. The purpose of the corporation as set forth in its articles will be limited to the operation of a community school pursuant to Section 3314.01, et seq. of the Ohio Revised Code and all applicable laws and rules.
- c. Governance. The School represents that it is and shall maintain its status as a public benefit corporation that holds the charter. The Articles of Incorporation and Bylaws of the corporation will provide for governance of the operation of the School in a manner consistent with this Agreement and state and federal law. The Articles of Incorporation and Bylaws are attached to this Agreement as **Appendix 2**. Any material modification (as defined in Section 3.1 below) of the Articles of Incorporation or the Bylaws shall be provided to the Sponsor for review not less than 10 days prior to action by the School Governing Authority. Within ten (10) business days of its ratification or adoption by the School Governing Authority (as defined in Section 3.1 below) the Articles of Incorporation or the Bylaws shall be submitted to the Sponsor.
- d. Bylaws. The Bylaws must include a provision that the corporation will be governed by a Governing Authority of not less than five (5) members. The Governing Authority shall attempt to have a majority of the members comprised of individuals who live or work in the county of which the School is located. No member of the Governing Authority shall serve on the Governing Authority of more than five community schools at the same time as outlined in ORC 3314.02(E)(3). The names, mailing addresses, electronic mail addresses, home and work telephone numbers, biographical vitae accurately reflecting experience, education, and all other professional information of the current members of the Governing Authority is included as **Appendix 3**. A description of the process by which the Governing Authority of the School shall be selected in the future shall also be included unless that process is outlined in the Code of Regulations included in **Appendix 4**.
- e. Membership of Governing Authority. No present or former member, or immediate relative of a present or former member of the Governing Authority shall be an owner, employee, or consultant of any operator of a community school, unless at least one (1) year has elapsed since the conclusion of the person's membership. All Governing Authority Members must be approved by the Sponsor prior to appointment. The Sponsor shall be promptly notified in writing prior to any proposed changes in members of the Governing Authority, including notice of new member's names, qualifications, biographical vitae, mailing and electronic addresses, and phone numbers. Any individual under final consideration for appointment to the Governing Authority shall have an Ohio and federal background check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and at least every five (5) years thereafter. The results of these background checks shall be provided to the Sponsor. In addition, the Governing Authority shall undergo and annual verification that no findings for recovery have been

issued against any member of the Governing Authority. The Sponsor shall, in a reasonable time frame, indicate its approval or disapproval with any conditions to approval.

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

Upon appointment to the Governing Authority, all members must attend at least five (5) hours of training conducted by an entity pre-approved by the Sponsor, for each year of their first term serving on the Governing Authority. If serving for subsequent terms, the Governing Authority members must complete at least five (5) hours of similar training every two (2) years thereafter. As required by ORC 3314.037, the members of the governing authority of a community school, the designated fiscal officer of the school, the chief administrative officer and other administrative employees of the school, and all individuals performing supervisory or administrative services for the school under a contract with the operator of the school shall complete training on an annual basis on the public records and open meetings laws, so that they may comply with those laws as prescribed by division (A)(1)(d) of section 3314.03 of the Revised Code.

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

- f. Dissolution. Upon ceasing operations of the School and dissolution of the corporation, assets of the corporation remaining after paying the corporation's debts and obligations incurred in connection with activities authorized by this Agreement, and not requiring return or transfer to donors or grantors, shall be paid to the department of education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under section 3313.64 or 3313.65 of the Ohio Revised Code. The School will execute all necessary documents required to convey such items. Upon dissolution, all such documentation shall be provided to the Sponsor. The School shall comply with all closure and dissolutions provisions contained in Chapter 3314 of the Ohio Revised Code.

- g. Non-Commingling. Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. Failure to comply with this section may result in immediate action by the Sponsor up to and including termination.

1.3 Community School Leadership. The Principal is responsible for the daily operations of the School. The Greater Summit County Early Learning Center Governing Authority (IRN: 011381) authorizes the Principal, the on-site School Leader, to be a contact person for the Sponsor's contact with the School. The School shall notify the Sponsor in writing, with any change in the identity of the School's Leader immediately, and any other staffing changes in a timely manner.

1.4 Opening. The School shall annually meet all of the Opening Conditions described in **Attachment 2**, as modified from time to time upon the written agreement of the parties, by the date of the Sponsor's opening assurances site visit. Failure to timely fulfill any material term of the Opening Conditions shall be considered a material violation of conditions, standards or procedures provided for in the Agreement and shall be grounds for Sponsor intervention or revocation of the Charter pursuant to Section 2.4 or Section 11.5 of the Agreement. The School shall begin operation for the academic year no later than September 30th by teaching the minimum number of students permitted by this Agreement.

Section 2

2.1 Sponsor Rights and Responsibilities.

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

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

- b. Complaints. The Sponsor agrees to notify the School regarding any complaints about the School that the Sponsor receives, whether verbal or written. The notification shall be made within three (3) business days of receipt of the complaint by the Sponsor and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity. Upon receipt of any complaint, the School must provide a written response within five (5) business days. This response must include actions taken or proposed to be taken by the School to resolve the complaint. Investigation of complaints may warrant a site visit, a review of records, interviews with school staff and submission of evidence of evidence that the complaint has been resolved. All written responses from School are subject to review and approval by Sponsor.
- c. School Health or Safety Issues. The School shall immediately notify the Sponsor of any circumstances requiring School closure, lockdown, or any other action that may affect School health or safety. The School shall provide a calendar of planned emergency drills including, without limitation, fire, tornado, lockdown drills.
- d. Report Card Performance Data and Process. No later than Ninety (90) days following the receipt of the school's report card performance measure information, the Sponsor shall provide to the School a written evaluation with improvement goals that the School shall implement and exhibit progress toward the academic goals and objectives set forth in the Academic Plan, **Attachment 9** to this Agreement.
- e. Access to Student Records. The School shall timely make available to the Sponsor information regarding special education and related services for students of the School in accordance with FERPA in order to comply with reporting requirements imposed by applicable state or federal law. The School shall timely make available to the Sponsor information regarding special education and related services for students of the School. The Sponsor shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use such information acquired from the School for any other purpose.

2.2 School Rights and Responsibilities.

- a. Compliance with Chapter 3314 of the Ohio Revised Code. The School agrees that it shall comply with all requirements set forth in Chapter 3314 of the Ohio Revised Code. As amended from time to time. The School further agrees that it will:
 - i. The School will provide learning opportunities to a minimum of twenty-five students for a minimum of nine hundred twenty hours per school year. Enrollment shall be limited to no more than the occupancy permitted for the

building unless a change in this provision of the Agreement has been requested by the Governing Authority and approved by the Sponsor.

- ii. The School will comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and ORC Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167 of the Ohio Revised Code. as if it were a school district and will comply with ORC section 3301.0714 in the manner specified in Section 3314.17 of the Ohio Revised Code.
- iii. The School shall comply with Chapter 102, and Section 2921.42 of the Ohio Revised Code.
- iv. The School will comply with Sections 3313.61, 3313.611, and 3313.614 of the Ohio Revised Code including compliance with Section 3313.603 of the Ohio Revised Code.
- v. Per ORC 3314.03(A)(11)(g), the School shall submit within four months after the end of each school year a report in a format determined by the Sponsor of its activities and progress in meeting the academic and performance goals and standards including all applicable report card measures and its financial status to the Sponsor and the parents of all students enrolled in the school.
- vi. All teachers shall be properly licensed pursuant to Section 3319.22 through 3319.31 of the Ohio Revised Code. However, the School may engage noncertificated persons to teach up to twelve hours per week pursuant to Section 3319.301 of the Ohio Revised Code.
- vii. The School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- viii. The School recognizes the following:
 - 1. The authority of public health and safety officials to inspect the facilities of the school and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations;

2. The authority of the Ohio Department of Education (the "Department") as the community school oversight body to suspend the operation of the school under Section 3314.072 of the Revised Code if the department has evidence of conditions or violations of law at the school that pose an imminent danger to the health and safety of the school's students and employees and the sponsor refuses to take such action.

- ix. The statutory references in this section are currently provided for and required to be in this Agreement pursuant to Section 3314.03 of the Ohio Revised Code, which is subject to amendment from time to time by the General Assembly. All references in this agreement to Ohio Revised Code Sections shall refer to most current statute as amended from time to time during the term of this agreement.
 - x. Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date of this Agreement. This includes contracts with teachers and non-teaching staff. Except that the school's fiscal officer's contract must require that the fiscal officer complete all required closing procedures and final audits regardless of the date the school closes.
 - xi. The Governing Authority of the School and the Sponsor must meet at least once yearly, upon such a meeting being organized by the Sponsor, before the end of the fiscal year to review the terms and provisions of this Agreement. At the meeting and any other time, the Governing Authority and Sponsor may consider potential amendments to its language that will be incorporated by mutual agreement of the parties.
- b. Records. The School agrees to comply with all federal, state, and Sponsor record keeping requirements including those pertaining to students, governance, and finance. All financial records shall comply with the standards for financial reporting as set forth in Section 3301.07(B)(2) of the Ohio Revised Code. The School shall be notified within ten (10) business days following adoption of new or materially modified Sponsor policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the Department's student information system. In addition, the School shall ensure that records for students enrolling in the School or other schools are transferred as quickly as possible. Financial records shall be reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the Sponsor in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements. In addition, the School shall provide the Sponsor with access to CCIP and any other systems such as EMIS and the Compliance system so that the sponsor can adequately evaluate the performance of the community school

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

The School shall meet the requirements and follow the procedures for program and financial audits established from time to time by the Auditor of the State of Ohio and the Ohio Department of Education. The audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.

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

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

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

c. Notification Provided to the Sponsor.

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

regulations as required in Section 3314.40 of the Ohio Revised Code and other relevant laws as required.

4. Misappropriation of funds or suspected misappropriation of funds;
5. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
6. A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not cured within sixty (60) days of notice of the same.

- d. Compliance. The School shall comply with all applicable federal and state laws, administrative rules, local ordinances, and Sponsor policies and procedures applicable to community schools. A list of some but not all, of the federal and state laws with which the School must comply are listed in **Attachment 3**. Lack of inclusion in **Attachment 3** does not excuse noncompliance or non-performance by the School.
- e. Reports. The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification through Epicenter or the Sponsor's document management system shall be provided when due dates are changed or additional reports are to be provided. The Sponsor will annually update the list of required reports and due dates and provide this information to the School and deadlines for submissions will be entered in Epicenter. Failure to provide reports within ten (10) days after the date due is a material violation of this Agreement, and the Sponsor may take actions outlined in Section 2.4.
 - i. Unique School Objectives. The School shall annually provide the Sponsor with a report identifying the progress that the School has made on each of its unique objectives included in **Attachment 9** during the prior school year. The School and the Sponsor shall mutually determine the due date of the report given the availability and time necessary for assessment of data.
 - ii. Required financial reports including budget and enrollment records on a monthly basis pursuant to Section 3314.023 of the Ohio Revised Code.
 - iii. Statistical reports including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and any other matter the Sponsor deems important on a monthly basis.
 - iv. The Governing Authority shall submit within four months after the end of each school year a report of the school's activities and progress in meetings goals and standards of the school and the school's financial status to the Sponsor, and the parents of all students enrolled in the school. This report shall comply with Section 2.2(a)(v) of this Agreement and a draft report shall be provided to the Sponsor for review and input at least three (3) weeks prior to the distribution of the report. At the request of the Sponsor, a representative of the Governing Authority and the School shall attend a pre-arranged meeting of the Sponsor each year and present the annual report to the Sponsor and the Oversight Committee in detail for discussion.

- v. The Governing Authority shall report annually to the Sponsor and the Ohio Department of Education all reporting requirements set forth by Chapter 3314 of the Ohio Revised Code, including, but not limited to the reporting requirements set forth in Section 3314.08(B) of the Ohio Revised Code.
- vi. Projected enrollment – January 1 of each fiscal year
- vii. Financial Plan by August 1 of each fiscal year
- viii. Annual School budget approved by Governing Authority – ORC 3314.032 requires Governing Authority adoption by October 31 of each fiscal year. The annual Governing Authority adopted budget with the approved and signed Governing Authority meeting minutes documenting approval of the annual budget shall be submitted to the Sponsor within one week.
- ix. Any adjustments to the Annual budget approved by the Governing Authority – within 5 days of approval.
- x. Quarterly financial reports – within 45 days of the close of the quarter.
- xi. Annual audit – upon release by the Auditor of State
- xii. End of year cash balance – within 30 days of the end of the fiscal year.
- xiii. School calendar – July 1 of each fiscal year.
- xiv. Health and safety information including report of previous year's fire drills and documentation that the required safety or emergency plans have been submitted to all required agencies, emergency contact information, etc. – upon the date of the Opening Assurances visit by the Sponsor
- xv. Safety School Plan. The School shall comply with the requirements outlined in Section 3313.536 of the Ohio Revised Code and corresponding regulations and complete the required information annually by July 1. The School shall submit the information to the Ohio Department of Education as required by law. The School will be responsible for communicating the information required by Section 3313.536 of the Ohio Revised Code to local responders.
- xvi. Governance Information:
 - 1. Governing Authority membership including member names, contact information, the term beginning and end date, and any office the member holds on the Governing Authority – at contract execution and upon any changes in Governing Authority membership.
 - 2. Governing Authority member conflict of interest disclosures in the format provided in **Attachment 4** – at contract execution and upon any changes in Governing Authority membership.
 - 3. Governing Authority member background checks must be completed prior to serving as a member of the Governing Authority and placed on file at the School. Each Governing Authority member must consent to Sponsor's review and inspection of background checks.
 - 4. Governing Authority annual training at the Governing Authority's expense on the following topics with the content, materials and provider being approved by the Sponsor): Community School laws, Ethics, public records, open meetings, and the Ohio Sunshine laws – submission deadlines in Epicenter established by the Sponsor for compliance
 - 5. Verify that a finding for recovery has not been issued by the auditor of state against any member of the governing authority, the operator, or any

- employee of each community school -- upon the Opening Assurances visit by the Sponsor each fiscal year
- 6. Current Bylaws – within ten (10) business days after any material changes.
- 7. Current Articles of Incorporation – within ten (10) business days after any material changes.
- xvii. Insurance certification – upon the Opening Assurances visit by the Sponsor each fiscal year.

- f. **Indemnification.** To the extent permitted by law and not otherwise barred by Chapter 2744 of the Ohio Revised Code, School agrees to indemnify and hold the Sponsor and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the School or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by Chapter 2744 of the Ohio Revised Code or other law.

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

- a. The School and the Sponsor agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.
- b. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Agreement or the law that is in dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the other party to take. The matter shall be immediately submitted to the President of the Governing Authority and the Director of the Office of School Sponsorship, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- c. In the event that the matter is not resolved by the President of the Governing Authority and the Director of the Office of School Sponsorship, then the matter shall be submitted to the State Superintendent of Public Instruction by notice in writing to the other party within thirty (30) days following the Governing Authority meeting. The thirty (30) days shall be determined by the date of the last Board meeting at which the matter is discussed. The determination by the State Superintendent of Public Instruction shall be final.

2.4 School Violations of Law or this Agreement. If the School is subject to nonrenewal or revocation for any of the reasons listed in this Agreement, or any of the reasons for suspension pursuant to Section 3314.072 of the Ohio Revised Code or probation pursuant to Section

3314.073 of the Ohio Revised Code, or is in violation of state or federal law or regulations, or otherwise materially breaches the Agreement, the Sponsor may, but is not required to, impose other remedies prior to initiating revocation or suspension procedures in accordance with Section 11.3 of this Agreement. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the Sponsor shall send a notice as provided in subsection e below.

- a. Plan Submission. The Sponsor may require the submission of a plan to remedy the deficiency. Upon the written request of the Sponsor, the School shall develop a plan to remedy the failure or deficiency and submit it to the Sponsor for review and comment. The plan may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Agreement after a reasonable period of time, (b) to achieve Sponsor requirements, (c) to implement its educational program as described in this Agreement after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.
- b. Seeking Technical Assistance. The Sponsor may require the School to seek technical assistance at the School's expense with the goal of increasing academic performance if the School fails to reach certain academic benchmarks prescribed by the sponsor and set forth in the Sponsor's Performance and Accountability Plan for the School. The Sponsor may require the School to submit for review school improvement and technical assistance plans. In all instances in which the School's report card measures are below a "C" or "meets standards", the Sponsor shall require the School to prepare and implement an academic improvement plan designed to improve report card measures. The School is responsible for all costs associated with this technical assistance.
- c. Weekly Monitoring. The Sponsor may require weekly in-person meetings with the President of the Governing Authority and the School's principal or Superintendent to monitor and to review the School's progress towards the goals of the improvement plan submitted pursuant to Section 2.4a above. Location of all meetings shall be determined by the Sponsor. At the Sponsor's discretion, meetings may be in-person or held via teleconference, or videoconference.
- d. Independent Monitor. If, in the Sponsor's sole discretion, the Sponsor determines that the School's violations of law or this Agreement require outside monitoring and/or assistance, the Sponsor may require the School to hire an independent monitor at the School's expense to oversee the implementation of the improvement plan submitted pursuant to Section 2.4a above.
- e. Procedural Guidelines for School Violations of Law or this Agreement. Prior to applying a remedy other than seeking termination, suspension pursuant to ORC Section 3314.072 or probation pursuant to Section 3314.073 of the Ohio Revised

Code, the Sponsor shall, to the extent practicable, engage in a due process procedure below.

- i. The Sponsor shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to be remedied, and the expected remedy.
 - ii. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In a non-emergency situations, this means the President of the Governing Authority or his designee shall be given an opportunity to meet with the Director of the Office of School Sponsorship or his designee to discuss the notice within five business (5) days.
 - iii. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies in Section 2.3.
- f. Sponsor Violations of School Law or this Agreement. If the School believes that the Sponsor has violated any provision of this Agreement or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.3.

Section 3

3.1 Governance.

The School's Articles of Incorporation and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Agreement. The School's governing authority ("Governing Authority") will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Agreement. The Governing Authority shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Bylaws shall be made in accordance with the procedures described in Section 3.2.F of this Agreement. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing rights of parents or other constituents, that significantly increases the number or percentages of votes required to take major actions, that changes the selection method or qualifications of the Governing Authority or changes the purpose of the entity.

3.2 Transparency.

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

3.3 Contracting with an Operator or Management Company.

Pursuant to relevant law, the School may contract with third party operator or management company for operational, administrative and instructional services. Such contracting is conditioned upon the School developing a management agreement with the education service provider (ESP) that meets the conditions in **Attachment 5**, prior review by the Sponsor and inclusion of a termination clause and a provision providing Sponsor access to any and all

information required for the oversight of the School including, without limitation, a provision designating the Sponsor as a third party beneficiary to the contract.

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

The School shall complete an evaluation of the Operator or Management Company annually in compliance with the standards set forth in the rubric attached to this Agreement as **Attachment 14**.

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

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

Section 4

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

Unless operations are suspended in accordance with Section 3314.072 of the Ohio Revised Code, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Sponsor may, but is not obligated to assume operations of the School as provided for in Section 3314.073 of the Ohio Revised Code or replace the Governing Authority should the Governing Authority abandon or be materially in breach of its duties hereunder or at law.

4.2 Evaluations and Trainings.

- a. Superintendent and Principal Evaluations. The Governing Authority shall conduct a performance evaluation of the Superintendent and/or the Principal of the school at least annually. This evaluation shall include a review of the school's academic performance, achievement of or progress toward achieving school goals. The evaluation shall be conducted and reported in the format required by Sponsor. The Sponsor shall review the evaluations and may use information contained in the evaluations as part of the School's continuous improvement.
- b. Employee Evaluations. The Superintendent or his/her designee shall conduct performance evaluations of the School's employees at least annually.
- c. Training. The Governing Authority shall adopt a policy outlining the process for providing all governing authority members professional development. The annual plan is subject to the approval by the Sponsor. If the policy or plan fails to meet the approval of the Sponsor, the School shall make such amendments to the policy as required by the Sponsor. The policy adopted by the Governing Authority shall include a provision that all members will satisfactorily complete approved community school governing board training within six months of: (a) executing this Agreement (for those members currently serving on the Board or provide evidence of prior completion) or (b) being seated on the Board (for all future Board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report Compiled by the Sponsor.
- d. Overall School Performance. The Governing Authority shall conduct an annual evaluation of the overall school performance using the form included in **Attachment 6**. The form for this evaluation may be modified from time to time upon the written approval of the governing authority and upon written submission to the Sponsor.
- e. Annual Evaluations. The Sponsor shall conduct an annual review of the community school. This review of the school prior to any renewal of this agreement but no less than every three (3) years. This high stakes review shall include a rigorous evaluation of the school's performance including academic, financial, operational and governance, over the term of this Agreement. This evaluation shall include the items contained in the attached rubric as **Attachment 7**. The rubric for this evaluation may be modified from time to time upon written notification by the Sponsor to the School.

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

4.4 Food Services. The School shall provide free and reduced price meals to needy students in a manner determined by the Ohio Department of Education and in accordance with Governing Authority policy and applicable federal and state law. Additional documentation as determined

by the Department of Education beyond free- and reduced- lunch status may be required for funding or accountability purposes.

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

Comprehensive general liability - \$2,000,000.

Officers, directors and employees errors and omissions - \$1,000,000.

Property insurance - As required by landlord.

Motor vehicle liability (if appropriate) - \$1,000,000.

Bonding (if appropriate).

Minimum amounts: \$25,000.

Maximum amounts: \$100,000.

Workers' compensation - (as required by state law).

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

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

Section 5

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

5.2 Student Demographics. As required by the Section 3314.06 and 3314.061 of the Ohio Revised Code, School enrollment decisions shall be made by the School in a nondiscriminatory manner and in accordance with the enrollment preferences, selection method, timeline, and procedures described in **Attachment 8**.

The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the community the School serves. The School's racial and ethnic demographics shall reflect the geographical area community the School serves. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch programs within the Sponsor average, taking into account the demographics of other public schools within a reasonable proximity to the School. The parties acknowledge that the School's good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and that as a public school, the School cannot turn away students that meet its enrollment procedures as described in **Attachment 8**.

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

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

5.5 Admissions Procedures. The admissions procedures shall at all times comply with Sections 3314.06 and, if applicable, Section 3314.061 of the Ohio Revised Code including the following requirements:

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

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

Tuition in any form shall not be charged for enrollment of any student that is a resident of the state per ORC 3314.08(F). The School shall not require contributions either from any student eligible to enroll or enrolled in the School or from any parent or guardian of a student who is enrolled or intending to enroll in the School. Nothing in this paragraph shall prevent the School from charging reasonable class, book or similar fee(s) or engaging in voluntary fundraising activities. Any applicable fees authorized in this paragraph shall be approved by the Sponsor and included, along with any pre-approved updates, in **Attachment 8**.

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

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

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

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

5.8 Expulsion and Denial of Admission. The school shall immediately adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things the types of misconduct for which a student may be suspended, expelled or removed and that due process related thereto and is included in **Attachment 12**. The School's policy and practice shall comply with the requirements of Section 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practice shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

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

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

5.10 Attendance. The School shall immediately adopt an attendance policy that includes a procedure for automatically withdrawing a student from the School if the student without legitimate excuse fails to participate in 105 consecutive hours of the learning opportunities offered to the student.

Section 6

6.1 Vision, Mission, and School Goals. The School shall follow the unique vision, mission and specific goals of the school as set forth in **Attachment 9**, School Academic Plan which has been approved by the Sponsor. The School Academic Plan shall not be modified or revised without the written consent and approval of the Sponsor.

6.2 Sponsor Academics, Finance, Governance, and Operations Standards. The School shall meet or exceed Sponsor standards for community schools in the areas of academics, finance, governance and operations, as they currently exist and as they are subsequently adopted or amended. The Standards are attached as **Attachment 7**. The School shall be provided these standards in writing by Sponsor personnel prior to commencement of the term of this Agreement. The School acknowledges that these indicators may change over time and that the Sponsor agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized. The School and the Sponsor agree that the School shall not be required to adopt any changes in Sponsor policy under this Section during the term of this Agreement, unless required to by state or federal law.

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

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

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

The school shall timely administer the assessments which shall include statewide achievement and diagnostic tests, and at least one of the assessment tools identified in the

educational program in **Attachment 9**, and any other assessments required by law or recommended by the Sponsor now, or from time to time.

The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment tools, and such changes shall be reflected in **Attachment 9**. The school shall satisfy the performance standards outlined in **Attachment 9** and such other standards required by law or recommended by the Sponsor.

6.6 Graduation Requirements. The School shall develop and submit to the Sponsor for approval a policy setting forth its graduation requirements that align with state graduation guidelines.

6.7 Tuition and Fees. Tuition. The School shall not charge tuition, except as otherwise provided in Section 3314.06 and 3314.061 of the Ohio Revised Code, before and after school programs or as otherwise permitted by law. Student fees may be charged by the School so long as in accordance with applicable Ohio law.

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

6.9 Education of Students with Disabilities.

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

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

6.10 Collaboration with Sponsor. The School shall provide reasonable notice to the Sponsor before entering into any agreements with third parties.

Section 7

7.1 Funding. The School must comply with Section 3314.08 of the Ohio Revised Code and properly report students into the Department's EMIS system pursuant to Section 3301.0714 of the Ohio Revised Code and corresponding regulations and guidance from the Department.

7.2 Financial Reporting. The School shall comply with all standards for financial reporting pursuant to Section 3301.07(B)(2) of the Ohio Revised Code.

- a. A financial plan detailing an estimated School budget for each fiscal year of this Agreement is attached as **Attachment 13**. Each year of this Agreement, on or before June 30, a revised School financial plan shall be submitted by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for each fiscal year of the contract and must show a positive cash flow in the first 3 years. Revenues shall include the base formula amount that will be used for purposes of funding calculations under Section 3314.08 of the Ohio Revised Code. The base formula amount for each year shall not exceed the formula amount defined under Section 3317.02 of the Ohio Revised Code. All projected and actual revenue sources must be included in the plan and projected expense must include the total estimated per pupil expenditure amount for each year. The plan shall also specify for each year a percentage figure to be used for reducing the per-pupil amount of the subsidy calculated pursuant to 3317.029 of the Ohio Revised Code that the School is to receive that year under Section 3314.08 of the Ohio Revised Code. The Financial Plan must describe the School's financial controls.

7.3 Fiscal Officer.

- a. **Fiscal Officer.** The Governing Authority shall designate a fiscal officer that is responsible for fiscal operations of the School. The designated fiscal officer shall be appropriately licensed and required to execute a bond in an amount and with surety as approved by the Governing Authority. The bond shall be payable to the state, conditioned for the faithful performance of all official duties required of the fiscal officer. The bond shall be deposited with the Governing Authority and a copy filed with the county auditor. The designated fiscal officer shall maintain the school's financial records in the same manner and method as is commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The Governing Authority recognizes it is subject to audits pursuant to Section 117.10 of the Ohio Revised Code. The Governing Authority shall ensure that it and its designated fiscal officer are fully compliant with the Auditor's office, including the provision of records and the completion of audit requirements. The Governing Authority shall ensure that the designated fiscal officer provides fiscal information and reports as required by law, this Agreement, and/or as designated from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for the Sponsor

to perform its oversight and monitoring responsibilities. The fiscal officer shall be independent from the operator with which the school has contracted. A copy of the Bond is attached as **Appendix 5**. If the fiscal officer changes, the Governing Authority must notify the Sponsor in writing within 10 business days.

- b. **Fiscal Services Agreement.** The Governing Authority may contract for fiscal services. The fiscal officer under such an agreement shall be employed by or engaged under a contract with the governing authority of the community school, as required by Section 3314.011(A) of the Ohio Revised Code.
- c. **ORC 3314.029(C) Bond.** The Sponsor reserves the right to require the Governing Authority to provide a bond that meets the requirements of Section 3314.029(C) of the Ohio Revised Code at any time. The Governing Authority's failure to provide this bond within a reasonable time is grounds for immediate termination of the Agreement in accordance with Section. 3314.07 of the Ohio Revised Code.

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

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

7.6 Contracting.

- a. The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the Sponsor, and the School's authority to Contract is limited by the same provisions of law that apply to the Sponsor. Unless otherwise agreed in writing by the Sponsor, each Contract or legal relationship entered into by the School shall include the following provisions:

- b. The contractor acknowledges that the School is not an agent of the Sponsor, and accordingly contractor expressly releases the Sponsor from any and all liability under this agreement.
- c. Any financial obligations of the School arising out of this agreement are subject to annual appropriation by the Governing Authority.

7.7 Annual Audit. The School shall undergo an annual financial audit by the Auditor of State pursuant to Section 3314.03(A)(8) of the Ohio Revised Code. All financial records must be kept in the same manner as financial records of school districts, pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code. The School shall notify Sponsor of all meetings with the Auditor of State or their designee. A draft of the results of the audit shall be provided to the Sponsor in written form each year. The School shall not waive any exit conferences or interviews with the Auditor of State or their designee without the prior written approval by Sponsor.

7.8 Loans. No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without Sponsor approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

Section 8

8.1 Employee Status. All employees hired by the School or the operator shall be employees of the School or operator and not the Sponsor. All employee discipline decisions shall be made by the School. The Sponsor shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's community school application. The Handbook may be amended or revised at the discretion of the School.

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

8.3 Employee Benefits. The School must provide to all full-time employees health and other benefits as set out in Attachment 15. Attachment 15 may be amended by the School from time to time, provided however, all such amendments shall be provided to Sponsor in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes Attachment 15 to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Contract.

Section 9

9.1 Sponsor Fee. For and in consideration of providing Sponsorship and oversight of the School, the School shall pay Sponsor a fee of 3% of all funds received by the School from the State of Ohio. Payments shall be made by the 30th day of each month, except for February which shall be the 28th day. Failure to make required payments may result in Sponsor placing the school on probation, suspension or termination pursuant to the terms of this Agreement.

Section 10

10.1 School Facility. The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the Sponsor with a copy of the lease, deed, or other facility agreement granting the School the right to use the same. A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs associated with leasing the facility or annual mortgage principal and interest payments is attached as **Attachment 11**. The School shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1 above.

Attachment 11 will include the physical and/or mailing address utilized by the School. The School's physical and/or mailing address will not be changed or altered without the prior written consent of the Sponsor. The Sponsor shall have the right to inspect and approve of the site before the lease is signed. The School shall include in the lease a contingency stating that the lease expires at the end or termination of the School's charter contract or some other contractual protection so that the School does not get burdened with the lease if it loses the charter contract or its funding from the State of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed payment. Prior to entering into any lease or purchase agreements, the School shall obtain a statement that the lease is commercially reasonable and provides the fair market value of the property.

If the location has been or will be purchased by the School, the contract of sale and related documents shall not be signed unless in accordance with the financial plan approved by the Sponsor. Approval of the site shall not be unreasonably withheld. After leasing or purchase, a copy of the lease or conveyance documents, subsequent amendments, modifications or renewals thereof and all related documents shall immediately be provided to the Sponsor and included in **Attachment 11**.

Any facility used for the School shall meet all health and safety standards established by law for school buildings. Any lease agreement entered into by the Governing Board to lease a facility for the School must contain a provision that it is an express condition of the lease that the facilities leased meet all health and safety standards established by law for school buildings. The Governing Board recognizes the rights of public health and safety officials to inspect the facilities of the School and to order the facilities closed if those facilities are not in compliance with health and safety laws and regulations.

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

Section 11

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

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

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

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

11.5 School-Initiated Closure. Should the School choose to terminate this Agreement before the end of the Agreement term, it may do so in consultation with the Sponsor at the close of any school year and upon written notice to the Sponsor given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of school choice enrollment opportunities.

11.6 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Agreement, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The Sponsor shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the Sponsor does not assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this

Agreement. Should the School cease operations for whatever reason, the Sponsor maintains the right to continue the School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) provide student records to the traditional district where the student resides or transfer of records to the school where the student is now enrolled. School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the Sponsor's request and counseling with students to facilitate appropriate reassignment.

11.7 Distributing Assets of School. The School agrees to comply with Section 3314.074 of the Ohio Revised Code in distributing the assets of the permanently closed school.

Section 12

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

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

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

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

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

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

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

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

Sponsor:

Mr. Mark Michael
Office of School Sponsorship
Ohio Department of Education
25 South Front Street
Columbus, Ohio 43215

School:

Mrs. Teresa M. Graves
Greater Summit County ELC
1651 Massillon Road
Akron, Ohio 44312

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

12.10 Interpretation.

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

reference to the documents in the following order of priority: first, the terms of this Agreement, second, the Attachments, and last the Application.

Executed by the following on the dates provided below.

On Behalf of the School:

On Behalf of the Ohio
Department of Education

By: Dea C Oak

By: Paola Dedrick

Title: Bd. President, GSCEC

Title: SUPERINTENDENT OF PUBLIC INSTRUCTION

Date: 6/19/17

Date: 8/31/17

Appendix 1

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

DEPARTMENT OF THE TREASURY

Date: FEB 06 2017

GREATER SUMMIT COUNTY EARLY
LEARNING CENTER
2141 PICKLE RD
AKRON, OH 44312

Employer Identification Number:
26-4298284
DLN:
17053295318016
Contact Person:
MICHELLE A GLUTZ ID# 31213
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 13, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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

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

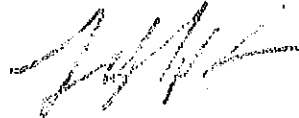
For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

GREATER SUMMIT COUNTY EARLY

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

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeffrey I. Cooper', with a stylized flourish at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Appendix 2



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/14/2016	201610400728	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00	0.00

Receipt

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

DAY KETTERER LTD
200 MARKET AVE N
SUITE 300
CANTON, OH 44702

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
3890732

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

GREATER SUMMIT COUNTY EARLY LEARNING CENTER

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

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 04/13/2016

Document No(s):

201610400728

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
14th day of April, A.D. 2016.

Jon Husted
Ohio Secretary of State



Form 532B Prescribed by:

JON HUSTED
Ohio Secretary of StateCentral Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Date Electronically Filed: 4/13/2016

Initial Articles of Incorporation
(Nonprofit, Domestic Corporation)
Filing Fee: \$99
(114-ARN)**First:** Name of Corporation **Second:** Location of Principal office
in Ohio

City State

County**Effective Date**
(Optional)
mm/dd/yyyy
(The legal existence of the corporation begins upon
the filing of the articles or on a later date specified
that is not more than ninety days after filing)**Third:** Purpose for which corporation is formed

****Note for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

****Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of **Greater Summit County Early 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

TERESA M. GRAVES

Name

2141 PICKLE ROAD

Mailing Address

AKRON

City

OHIO

State

44312

Zip Code

Must be signed by the
Incorporators or a
majority of the
Incorporators

DALE L. COOK, GOVERNING AUTHORITY BOARD PRESIDENT

Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, **TERESA M. GRAVES**, named herein as the

Statutory Agent Name

Statutory agent for

Greater Summit County Early Learning Center

Corporation Name

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

Statutory Agent Signature **TERESA M. GRAVES**

Individual Agent's Signature / Signature on behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required
Articles and original
appointment of agent must
be signed by the incorporator(s).

If the incorporator is an individual,
then they must sign in
the "signature" box and
print his/her name
in the "Print Name" box.

If the incorporator
is a business entity, not an
individual, then please print
the entity name in the
"signature" box, an
authorized representative
of the entity must sign in
the "By" box and print his/her
name and title/authority in the
"Print Name" box.

DALE L. COOK, GOVERNING AUTHORITY BOARD PRESIDENT

Signature

By

Print Name

Signature

By

Print Name

Signature

By

Print Name

Form 532B

Page 3 of 3

Last Revised: 8/12/2015

Page 4

GREATER SUMMIT COUNTY EARLY LEARNING CENTER ADDENDUM TO INITIAL ARTICLES OF INCORPORATION

The following provisions will supplement the standard form Initial Articles of Incorporation required by the Ohio Secretary of State, and will amend and become part of the Initial Articles of Incorporation of Greater Summit County Early Learning Center.

THIRD:

The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law (the "Code"). Specifically, the Corporation is organized to operate as a public community school in the State of Ohio. The Corporation shall be permitted to engage in any lawful activity that may be conducted by an Ohio nonprofit public benefit corporation that is exempt from federal tax by reason of being an entity organized for charitable and educational purposes, as described in Code Section 501(c)(3), or the corresponding provision of any future United States Internal Revenue law.

SIXTH:

The Corporation shall have no members. The members of the Governing Authority Board of Directors (the "Board") shall, for all purposes and as required in Chapter 1702 of the Ohio Revised Code, be deemed to be members of the Corporation, in accordance with Section 1702.14 of the Ohio Revised Code.

SEVENTH:

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its member, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third of these Initial Articles of Incorporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements relating in any way to) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Initial Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended and/or restated from time to time, or the corresponding provisions of any future United States Internal Revenue Law or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as the same may be amended and/or restated from time to time, or the corresponding provisions of any future United States Internal Revenue Law.

EIGHTH:

Upon dissolution of the Corporation, the Board shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as the same may be amended and/or restated from time to time, or the corresponding provisions of any future United States Internal Revenue Law, as the Board shall determine.

Appendix 3

GSCELC Governing Board

Dr. Dale Cook, Board President

660 Poulson Spur

Akron, OH 44313

330-860-4021

59tr3a@gmail.com

Mr. Alvaro DeCola

4315 Channel Dr.

Akron, OH 44319

330-962-0473

alvarodecola@gmail.com

Mr. Jeff Hostetler

3211 Bent Oak Tr.

Ravenna, OH 44266

330-208-3165

hostetler.jeff@tallmadge.k12.oh.us

Mrs. Jamie Parmelee

2060 Manister Ct.

Akron, OH 44314

330-931-0532

jamiellee@juno.com

Mrs. Jill Pildner

618 Stevenson Ave.

Akron, OH 44312

330-631-5895

jillritzman@hotmail.com

Mr. Rick Berdine, Treasurer

3174 Saunders St.

Cuyahoga Falls, OH 44221

330-606-5627

rberdine@neo.rr.com

Appt. expire

Dale		Cook		5/21/2009	9/22/2019
Alvaro		DeCola		9/22/2015	9/22/2019
Jeff		Hostetler		5/21/2009	9/22/2019
Jamie		Parmelee	Lee	12/19/2016	12/19/2020
Jill		Pildner	Ritzman	9/22/2015	9/22/2019
Rick		Berdine		7/1/2016	6/30/2017

Appendix 4

**CODE OF REGULATIONS
OF
Greater Summit County Early Learning Center**

**ARTICLE I
PURPOSE**

Section 1: Purpose. Greater Summit County Early Learning Center ("the Corporation") is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or the corresponding provision of any future United States Internal Revenue law to operate as a community school in the State of Ohio.

**ARTICLE II
MEMBERS**

Section 1. Membership. The Corporation shall not have Members. The Directors of the Corporation, in conformance with the procedures established for the Board of Directors and to the extent required by law, shall have the authority that is granted to and carry out the duties that are imposed upon the Members of a nonprofit corporation under Ohio law.

**ARTICLE III
DIRECTORS**

Section 1. Number. The number of Directors of the Corporation shall be at least five (5) and no more than nine (9), or such greater number as may be subsequently determined by the Directors, or unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. Term. Except as herein provided, each Director will serve three-year terms, which expires on June 30th of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death.

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

Section 4. Election of Directors. At the annual meeting of Directors that is held on or before the date that such term expires, the Board of Directors shall elect a successor to any Director whose term is set to expire. The remaining Directors shall recommend potential Directors to fill any vacancy in the Board of Directors created by the resignation, removal or death of a Director at a regular or special meeting of the Board of Directors.

Section 5. Meetings. The annual meeting of the Directors shall be held in June of each year on such date, at such time, and at such place as a majority of the Directors may determine. In the event the Board of Directors is unable to hold its annual meeting in June, it shall hold such annual meeting on a date and at a time and place determined by a majority of the Directors. Special meetings may be called at any time by the Chairperson or by any one (1) of the Directors. Provided, however, meetings relating in any way or to the business or operation of the public school must be open to the public and publicized or advertised as required by law.

Section 6. Quorum and Voting. The presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. Except as otherwise provided by law, the Corporation's Articles of Incorporation, or this Amended and Restated Code of Regulations, a vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors. Since the Corporation is a public school, the Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote, as required by law.

Section 7. Notice and Waiver. Any notice required to be given by this Code of Regulations shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice made by personal delivery, telegram, telecopy or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when deposited in the mail or with the courier service. Unless waived in writing, notice of each annual meeting communicating the day, hour, and place shall be given to each Director by the Secretary of the Corporation not more than sixty (60) nor less than three (3) days before any such meeting. Unless waived in writing, notice of each special meeting communicating the day, hour, place and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days or less than twenty-four (24) hours before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings, as required by law.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or all of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided, however, that all actions are taken at open and public meetings and action by written consent shall not be allowed.

Section 9. Committees of Directors. The Board of Directors may create an Executive Committee and such other committee or committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director unless Ohio law allows otherwise in the future. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall only be a recommendation to the Board of Directors with respect to such matter. Notwithstanding anything to the contrary in this Section 9, however, no committee nor any group of Directors, which consist of a majority of the Board of Directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special meeting and, only the actions of the Board of Directors shall be valid and binding.

Section 10. Other Advisory Councils. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the Board of Directors, such as parent associations.

Section 11. Removal of Directors. Any Director may be removed, with or without cause, at any time by the majority vote of the Directors of the Corporation.

Section 12. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective on the date of its receipt by the Board of Directors, and the receipt of the resignation shall require no further action to be effective. Vacancies in the Board of Directors shall be filled in accordance with Section 4 of this Article III.

Section 13. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law, and also in accordance with the Corporation's Charter Contract. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles of Incorporation and the Code of Regulations of the Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 14. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title Honorary Director, at the discretion of the Board, by a majority vote of the entire Board. Honorary Directors are not voting members of the Board and are permitted but not required to attend meetings. The Board of Directors may remove an Honorary Director at any time, with or without cause, by a majority vote of the entire Board.

ARTICLE IV OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a Chairperson, Vice Chairperson, Secretary and Treasurer, and may include such other officers and

assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. With the exception of the office of Chairperson, an individual may simultaneously hold two offices. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal.

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

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

Section 4. Chairperson. The Chairperson shall preside at all meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the administration of the Corporation in all its activities subject to the policies and goals established by the Board of Directors.

Section 5. Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson when the Chairperson is absent, and all other duties as may be assigned by the Board of Directors or the Chairperson.

Section 6. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for matters concerning the public school, and shall keep a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors or the Chairperson. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Secretary's responsibilities or parts thereof, may be contracted for by the Directors.

Section 7. Treasurer. The Treasurer shall act as the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation, and shall perform other duties as may be required by the Board of Directors or the Chairperson. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors, maintaining records thereof. The Treasurer shall maintain appropriate books of account and supporting records and shall prepare and file all returns and related reports required by federal and state statutes and regulations and by the Board of Directors. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Treasurer's responsibilities or parts thereof, may be contracted for by the Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

ARTICLE V INDEMNIFICATION

Indemnification of Directors, Officers, Employees and Agents. Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation, or a Director member of the Governing Board of the school, and such person's heirs, executors and administrators, shall be indemnified by the Corporation, both during and after their association with the Corporation terminates, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law (Ohio Revised Code Chapter 1702) as in effect at the time of the adoption of these Regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights of indemnification to which any Director, officer, employee, agent or other person may be entitled, in any capacity, as a matter of law or under any regulation, agreement, vote of Directors, or otherwise. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as amended from time to time thereafter.

ARTICLE VI CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

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

ARTICLE VII BOOK AND RECORDS

The Corporation shall keep correct and complete books, records and minutes of the Board of Directors' meetings and, during the time when the Corporation is functioning as a public school, such books and records shall be public records. The Secretary of the Corporation shall keep an accurate list of the names and addresses of the Board of Directors.

ARTICLE VIII
AMENDMENTS

The Amended and Restated Code of Regulations shall be adopted and, from time to time, amended by majority vote of the entire Board of Directors.

Adopted on: May 16, 2016

Appendix 5



2141 Pickle Road, Akron, OH 44312; Phone: 330-945-5600; Ext. 511281

<http://scoppacademy.org>

Teresa M. Graves, Principal
330-945-5600 ext. 511285
teresag@cybersummit.org

Jennifer Huffman, Administrative Assistant
jenniferh2@cybersummit.org

Mr. Dale Cook, Board President
Mr. Alvaro DeCola
Mr. Jeff Hostetler
Mrs. Jill Pildner
Mrs. Michele Urdiales
Mr. Rick Berdine, Board Treasurer

May 15, 2017

Ms. Kristen M. Scallise
Summit County Fiscal Officer
Ohio Building
Auditor Division
175 S. Main St., 3rd Floor
Akron, OH 44308

RE: Treasurer Bond – Greater Summit County Early Learning Center

Dear Ms. Scallise:

Enclosed is a copy of the treasurer bond for Greater Summit County Early Learning Center for the 2017-2018 school year which is being filed with your office in accordance with Ohio Revised Code and the requirements of our charter school sponsor, the Ohio Department of Education. Thanks for your assistance with this matter.

Respectfully,

Richard Berdine, Treasurer
Board of Directors, Greater Summit County Early Learning Center

PUBLIC OFFICIAL BOND
(Definite Term)

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

Bond No. 106666038

KNOW ALL MEN BY THESE PRESENTS, That we Richard Berdine of Greater Summit County Early Learning Center, as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Ohio, as Oblige, in the penal sum of One Hundred Thousand (\$100,000) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made, said Principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been appointed to the office of Treasurer for a definite term beginning 7/1/2017, and ending 7/1/2018, and is required to furnish a bond for the faithful performance of the duties of the said office or position.

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

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

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

SEALED and dated this 4th day of May, 2017.

Richard Berdine
Witness

By:

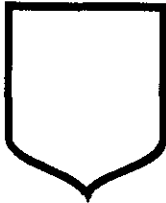
Richard Berdine
Richard Berdine of Greater Summit County Early Learning Center, Principal

Travelers Casualty and Surety Company of America

By:

Dennis C. Michel
Dennis C. Michel, Attorney-in-Fact

Appendix 6



ISU Love Insurance Agency

27629 Chagrin Blvd. STE 210B
Woodmere, Ohio 44122

Phone: 216-245-6860
Fax: 844-308-6394

June 15, 2017

Attn: Teresa Graves
Greater Summit County Early Learning Center
2141 Pickle Road
Akron, OH 44312

Re: 2017/2018 Package Policy

Dear Ms. Graves:

Please find enclosed the package policy issued with Liberty Mutual Insurance Company effective 6/11/2017 to 6/11/2018.

We have taken great care in preparing your policy to your expectations, however all policies do have terms, limitations, definitions, conditions, and/or exclusions, which can affect coverage and these can change from year to year. We strongly advise you to read the policy and get back to us with any questions you may have.

You may also have received direct communication from the underwriter concerning your renewal. If so, you should also read any such correspondence and documents closely and get back to us should you have any questions or concerns. This information often contains information on changes to your coverage.

There are certain things that you need to be aware of concerning your policy.

- Read the policy. It contains the complete terms, limits, and conditions of coverage. It is your responsibility to know what is in your policy.
- The policy represents the coverage, limits, terms, and conditions you have purchased. Higher limits and other coverage terms and conditions may be available to you. Please contact us if you would like us to clarify your policy or provide any options.



- During the policy year remember to report any changes in operations, as these may need to be reported to the insurance company. Additional or return premiums may be applicable.
- Your policy covers your insurable interest, not others, and is extended to include officials, employees, and certain other individuals. It is not intended to include other entities or non-profits. If you have any contractual needs for additional insureds or loss payees, please notify us so that we can annotate them in the policy.
- You should carefully review the claim reporting requirements of the various policy coverage parts and promptly report any such claim or incident that meets requirements for reporting. If you are unsure of a situation or what to do, please contact us at once.
- You should make sure you also keep a copy of this policy and the expiring policy in a safe place. Should a claim happen years from now, it will be your responsibility to produce evidence of coverage.

Thank you for allowing Love Insurance Agency to continue to serve your insurance needs.

Sincerely,

A handwritten signature in cursive script that reads "Joyce M. Menart".

Joyce M. Menart
Account Service Representative

Attachment



Coverage is provided in:
PEERLESS INSURANCE COMPANY - A STOCK COMPANY

This policy has been prepared for:
GREATER SUMMIT COUNTY EARLY
LEARNING CENTER
2141 PICKLE ROAD
AKRON OH 44312

Agent Name and Address:

LOVE INSURANCE AGENCY
373 CENTER ST STE A
CHARDON OH 44024-8952

Agent Code: 0020053

Agent's Phone Number: (440)-527-5050

Your insurance policy is enclosed. Please place it with your important papers.

Thank you for selecting us to service your insurance needs!

INSURED COPY

IMPORTANT NOTICE TO POLICYHOLDERS

BUILDING CODE EFFECTIVENESS GRADING SCHEDULE (BCEGS)

YOU MAY QUALIFY FOR A PROPERTY RATE REDUCTION. PLEASE READ THE FOLLOWING:

Recent catastrophes have underscored the importance of superior building codes and code enforcement in reducing losses from natural hazards. More than half the U.S. population, some 135 million people, is now living near one of our nation's coasts – the most windstorm-prone areas. Windstorms, hurricanes, tornadoes and tropical storms account for almost 80% of the catastrophe losses since 1986.

In response to the increasing cost and frequency of natural hazard catastrophes, the insurance industry developed a program known as the Building Code Effectiveness Grading Schedule (BCEGS). The schedule assesses the building codes in effect in your community and measures the community's enforcement of those codes. This measurement is translated into a community classification number. This classification number may be used as a factor in determining insurance premiums for individual buildings in your area. The result will be either no change in premium or possibly a premium reduction. BCEGS is not intended to determine compliance with any state or local law or regulation, nor is it used for making property/casualty loss prevention or life safety recommendations.

The BCEGS program contemplates that an individual building, no matter when constructed, which has been built in compliance with a nationally recognized model building code (or its equivalent) may be eligible for a better classification number than the community in which it is located.

What do you need to do?

1. If your building was constructed in 1998 or after, the appropriate rating factor based on your community classification should have been applied automatically to your building in determining your renewal insurance premium. If you wish to verify this we suggest you contact your agent.
2. If your building was built in compliance with a nationally recognized model building code (or its equivalent) it may be eligible for a better classification number than your community. Your building will need to be individually certified by a registered or licensed design professional such as an architect or professional engineer. Please contact your agent for further information and a copy of the required certification form.

IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

Dear Valued Policyholder: This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- **Annual Payment Plan:** When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments – Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.)

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent premium notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

Insured Copy

TERRORISM INSURANCE PREMIUM DISCLOSURE **AND OPPORTUNITY TO ELECT COVERAGE**

WE ARE SENDING YOU THIS NOTICE BECAUSE YOU PREVIOUSLY REJECTED COVERAGE FOR LOSSES RESULTING FROM A "CERTIFIED ACT OF TERRORISM" AS DEFINED BELOW.

THIS NOTICE PROVIDES YOU WITH A LIMITED PERIOD OF TIME WITHIN WHICH YOU MAY PURCHASE THIS COVERAGE FOR YOUR RENEWAL POLICY.

This notice contains important information about the Terrorism Risk Insurance Act and your option to elect terrorism insurance coverage. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from certified acts of terrorism exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

The Federal Share and Program Trigger by calendar year are:

Calendar Year	Federal Share	Program Trigger
2015	85%	\$100,000,000
2016	84%	\$120,000,000
2017	83%	\$140,000,000
2018	82%	\$160,000,000
2019	81%	\$180,000,000
2020	80%	\$200,000,000

MANDATORY AVAILABILITY OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM"

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to –
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;

- (iii) to have resulted in damage within the United States, or outside of the United States in the case of –
 - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

WHAT YOU MUST DO TO ELECT TERRORISM INSURANCE COVERAGE

We are offering you the opportunity to add coverage to your renewal policy for losses resulting from a "certified act of terrorism" as defined above. THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON PAGE THREE OF THIS DISCLOSURE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If you elect to add this coverage, the coverage will be subject to all of the terms, definitions, exclusions and conditions contained in the policy.

TRIA does not apply to the following types of policies: commercial auto, burglary and theft (i.e. commercial crime), surety, professional liability, and farm owners multiperil. This Opportunity to Elect Coverage does not apply to any of those coverages or policies.

To add this coverage you must contact your agent before the date your policy renews. If the date we first get this offer to you is after the date of renewal or within fourteen (14) days of the date of renewal, you will have fourteen (14) days from the date we get this offer to you to add the coverage. By contacting your agent, the coverage will be added and your renewal policy will be endorsed and billed accordingly.

Note: if you elect coverage for "certified acts of terrorism" in a Commercial Umbrella Liability Policy with us, you must also elect coverage for "certified acts of terrorism" in your underlying liability insurance.

Note also that certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you maintain your rejection of TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

Terrorism Risk Insurance Act Premium:

Line of Business	States	Premium Determination
Commercial Property	IA, IL, IN, KS, KY, MI, MN, MO, NE, OH, TN, TX, WI	Premium for this coverage is 1.20% of your total property policy premium (adjusted for Schedule Rating and Package Modification). Please contact your agent to elect coverage.
	AR, CT, DC, DE, LA, MA, MD, ME, NC, NH, NJ, NY, OK, PA, RI, SC, VA, VT, AZ, CO, NM, NV, UT, WY	Premium for this coverage is 2.3% of your total property policy premium (adjusted for Schedule Rating and Package Modification). Please contact your agent to elect coverage.
	CA	Premium for this coverage is 9.8% of your total property policy premium (adjusted for Schedule Rating and Package Modification). Please contact your agent to elect coverage.
	GA	Premium for this coverage is 2.0% of your total property policy premium (adjusted for Schedule Rating and Package Modification). Please contact your agent to elect coverage.
General Liability	All	Premium for this coverage is 1.00% of your total Premises and Operation and Products and Completed Operations premiums (adjusted for Experience Rating, Schedule Rating and Package Modification). Please contact your agent to elect coverage.
Inland Marine	All States (except GA)	Premium for this coverage is 2.3% of your total Inland Marine policy premium (adjusted for Experience Rating, Schedule Rating and Package Modification). Please contact your agent to elect coverage.
	GA	Premium for this coverage is 2.0% of your total Inland Marine policy premium (adjusted for Experience Rating, Schedule Rating and Package Modification). Please contact your agent to elect coverage.
Custom Commercial Protector (CCP)	All	Premium for this coverage is 1.75% of your combined premium for Liability and Building and Business Personal Property coverage. Please contact your agent to elect coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy.

If you have any questions regarding this notice, please contact your agent.

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

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

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

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

Recording And Distribution Of Material Or Information In Violation Of Law Exclusion Endorsement 22-164 or 22-164LA

This endorsement replaces the current Exclusion – Violation of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information Endorsement attached to your policy with a revised exclusion, newly titled Recording And Distribution Of Material Or Information In Violation Of Law Exclusion.

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

IMPORTANT INFORMATION CONCERNING CHANGES TO THE WHO IS AN INSURED PROVISIONS

This notice has been prepared in conjunction with the implementation of changes to your policy.

Please read your policy and review your declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

CLARIFICATION OF COVERAGE

CA 16-131 03 11 – Changes In Who Is An Insured

New endorsement 16-131 03 11 is being added to your policy to clarify Section II Liability Coverage, Paragraph A. Coverage, Sub-paragraph 1. **Who Is An Insured**. Language is being added to the exception found under paragraph b.(1) to exclude the owner, employee, agent or driver of the owner, or anyone else from who you hire or borrow a covered auto.

You should contact your agent if you have any questions concerning these changes or for any other questions you have regarding your auto insurance.

IMPORTANT NOTICE TO POLICYHOLDER CONCERNING YOUR POLICY NON-CUMULATION OF LIABILITY (SAME OCCURRENCE)

This notice contains a brief summary of coverage changes made to your policy.

Please read your policy and review your Declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

Should you have questions after reviewing the changes outlined below, please contact your independent agent.

SUMMARY OF POLICY CHANGE

- *If your renewal policy contains one of the following endorsements:*
 - *22-112 (01/07) Non-Cumulation Of Liability (Same Occurrence) – modifies the Commercial General Liability Coverage Part*
 - *14-267 (01/07) Non-Cumulation Of Liability (Same Occurrence) – modifies the Commercial Umbrella Liability Coverage Part*
 - *14-267CA (01/07) Non-Cumulation Of Liability (Same Occurrence) – modifies the Commercial Umbrella/Excess Liability Policy*
- and your prior policy did not contain a similar endorsement, then the following change applies to your policy:*

COVERAGE REDUCTION

The Limits of Insurance section of your policy is amended to expressly state that, if one occurrence causes bodily injury or property damage during the policy period and during the policy period of one or more prior, or future, policies issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policies because of such occurrence. While this change is a reinforcement of coverage intent, it may result in a decrease in coverage in jurisdictions where courts have ruled that limits of insurance can be triggered under multiple policy periods. For that reason, out of caution, we are listing it as a coverage reduction.

JURISDICTIONAL BOILER AND PRESSURE VESSEL INSPECTIONS

Most jurisdictions (cities or states) are governed by laws and regulations that require owners of boilers and pressure vessels to have their equipment inspected on a routine basis. Jurisdictions require that equipment is installed and operated according to these regulations, and it is the equipment breakdown engineering inspector's responsibility to verify the equipment complies with all requirements.

Liberty Mutual Equipment Breakdown is a National Board Accredited Authorized Inspection Agency. This designation is recognized by authorities having jurisdictions in the U.S. & provinces of Canada and gives Liberty Mutual commissioned inspectors the ability to perform jurisdictionally required inspection on boilers and pressure vessels at insured locations. We have field inspectors strategically located throughout the U.S. to perform boiler and pressure vessel inspection for our customers and clients.

To request a Jurisdictional Inspection please:

- **Call the LMEB Hotline (877) 526-0020**

Or

- **Email your request to LMEBInspections@Libertymutual.com**

The assigned EB Risk Engineer will call to schedule within 24 – 48 hours. When requesting an inspection please include the following:

- Current Policy Number
- Location Address
- Contact Name
- Contact Phone Number and/or Email Address

RENEWAL



EFFECTIVE DATE: 06/11/2017

Policy Number: CBP 8775096	Prior Policy: 8775096
Billing Type: AGENCY BILL	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured and Mailing Address: GREATER SUMMIT COUNTY EARLY LEARNING CENTER 2141 PICKLE ROAD AKRON OH 44312	Agent: LOVE INSURANCE AGENCY 373 CENTER ST STE A CHARDON OH 44024-8952 Agent Code: 0020053 Agent Phone: (440)-527-5050

COMMON POLICY DECLARATIONS

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

POLICY PERIOD: From : 06/11/2017 To: 06/11/2018 at 12:01 AM Standard Time at your mailing address shown above.

FORM OF BUSINESS: SCHOOL

BUSINESS DESCRIPTION: SCHOOL

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
Commercial Property Coverage Part	\$ 738.00
Commercial Crime Coverage Part	\$ 137.00
Commercial Inland Marine Coverage Part	\$ 83.00
Commercial General Liability Coverage Part	INCLUDED
Employers Stop Gap Liability Coverage Part	INCLUDED
School Leaders Errors and Omissions Liability Coverage Part	INCLUDED
Sexual Misconduct and Molestation Liability Coverage Part	INCLUDED
Total Premium for all Liability Coverage Parts	\$ 5,902.00
Commercial Auto Coverage Part	\$ 196.00
Terrorism Risk Insurance Act	REJECTED *
*If rejected and Commercial Property, Inland Marine and/or coverage for Farm property is provided by this policy, in certain states mandatory fire coverage is provided at no additional premium.	
Total Policy Premium	\$ 7,056.00

COMMON POLICY DECLARATIONS (continued)

17-57 (01/08)

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06/11/2017

8775096

NN164613 0606

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OCAFPN 00004187 Page 21

FORMS AND ENDORSEMENTS**Forms and Endorsements made a part of this policy at time of issue:**

Applicable Forms and Endorsements are omitted if shown in specific Coverage Part/Coverage Form Declarations

Form Number	Description
IL0003	- 0907 CALCULATION OF PREMIUM
IL0017	- 1198 COMMON POLICY CONDITIONS
IL0021	- 0702 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL0244	- 0907 OHIO CHANGES - CANCELLATION AND NONRENEWAL
IL0953	- 0115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
17-366	- 1202 WAR LIABILITY EXCLUSION
17-511	- 0115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG2173	- 0115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM

Countersigned: By _____
Authorized Representative Date

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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Date Issued: 06/06/2017

Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location Occupancy, Construction/Fire Protection
1	1	2141 PICKLE ROAD AKRON OH 44312 LEARNING CENTER NON-COMBUSTIBLE

COVERAGES PROVIDED:

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made. (The Coinsurance column reflects Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Symbol.)

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form	Coinsurance
1	1	YOUR BUSINESS PERSONAL PROPERTY	\$ 200,000	SPECIAL	100%

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount Expiration Date	Replacement Cost	Inflation Guard
1	1	YOUR BUSINESS PERSONAL PROPERTY	\$ 200,000 06/11/18	INCLUDED	

* Replacement cost for Your Business Personal Property also applies to Stock if an asterisk (*) is present.

DEDUCTIBLE: \$ 1,000

MORTGAGE HOLDERS: NONE

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-19 - 0803	SCHOOL EXTENSION ENDORSEMENT
CF175 - 0186	QUICK REFERENCE-COMMERCIAL PROPERTY COVERAGE PART
CP0010 - 0402	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0090 - 0788	COMMERCIAL PROPERTY CONDITIONS
CP0123 - 0408	OHIO CHANGES

21-7 (01/08)

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FORMS AND ENDORSEMENTS**Forms and Endorsements applying to this Coverage Part and made part of this policy:**

Form Number	Description
CP0140 - 0706	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP1030 - 0402	CAUSES OF LOSS - SPECIAL FORM

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Date Issued: 06/06/2017

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIOLENT EVENT RESPONSE COVERAGE FOR SCHOOLS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Aggregate Limit – Response Expenses and Loss	\$	300,000
Each Violent Event Limit – Response Expenses and Loss	\$	300,000
Each Person Limit – Loss	\$	25,000
Each Person Limit – Death Benefits	\$	15,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. COVERAGE

The following Violent Event Response Coverage is added to **SECTION I – COVERAGES**:

COVERAGE D VIOLENT EVENT RESPONSE COVERAGE

1. Insuring Agreement

a. Response Expenses

We will pay your "response expenses" that result from a "violent event" to which this insurance applies but only if the "response expenses" are incurred and reported to us within one year of the "violent event".

b. Loss

We will pay "loss" that results from a "violent event" to which this insurance applies but only if:

- (1) The "loss" is incurred and reported to us within one year of the "violent event"; and
- (2) For "death benefits", we receive a death certificate, or other evidence of death acceptable to us, within one year of the "violent event".

- c. The amount we will pay under paragraphs a. and b. above is limited as described in **SECTION – III LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.

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22-115 (02/07)

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2. This insurance applies to a "violent event" only if the "violent event":
- Commences during the policy period; and
 - Takes place in the "coverage territory" on premises that you own or lease, or during activities that you sponsor.

3. Exclusions

This insurance does not apply to:

a. War

"Response expenses" or "loss" arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or threatened attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

b. Nuclear, Biological Or Chemical Events

"Response expenses" or "loss" arising directly or indirectly out of:

- (1) A "violent event" that is carried out by means of dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- (2) A release of radioactive material, and it appears that one purpose of the "violent event" was to release such material; or
- (3) A "violent event" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (4) A release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the "violent event" was to release such materials.

c. Sexual Misconduct And Molestation

"Response expenses" or "loss" arising directly or indirectly out of:

- (1) Any actual or alleged sexual misconduct or sexual molestation of any person; and
- (2) Any allegations relating thereto that:
 - (a) An insured negligently employed, investigated, trained, supervised, reported to proper authorities or failed to so report, or retained a person whose conduct would be excluded by (a) above, or
 - (b) Are based on an alleged practice, custom or policy, including but not limited to any allegation that a person's civil rights have been violated.

d. Suicide Or Self-Inflicted Injury

"Death benefits" for an insured who commits suicide, attempts suicide, or intentionally self-inflicts injury, while sane or insane.

e. Defense Of A Claim

The defense of a claim or "suit" against an insured for liability arising out of a "violent event".

f. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

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g. Pollution

"Response expenses" or "loss" arising directly or indirectly out of any:

- (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

h. Asbestos

"Response expenses" or "loss" arising directly or indirectly out of any:

- (1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust.

i. Lead

"Response expenses" or "loss" arising directly or indirectly out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead or lead contained in goods, products or materials; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead or lead contained in goods, products or materials.

j. Silica

"Response expenses" or "loss" arising directly or indirectly out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of silica in any form or any substance containing silica, either alone, or in combination with other substances or factors, whether included in a product or otherwise.

k. Fungi Or Bacteria

"Response expenses" or "loss" arising directly or indirectly out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by any insured or by any other person or entity. For the purpose of this exclusion, fungi means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

l. Workers Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

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m. Aircraft, Watercraft, Motorized Vehicles Or Equipment

"Response expenses" or "loss" arising out of the ownership, maintenance or use of any motorized vehicle or equipment, including, but not limited to, any aircraft, watercraft, "auto", recreational vehicle, snowmobile, motorcycle, motorbike, golf cart, or self-propelled "mobile equipment".

n. Perpetrators

Any perpetrator(s) of, or any person participating in the planning or execution of, any "violent event".

o. Governmental Services

"Response expenses" for any services provided by a governmental entity. This exclusion does not apply to services that are customarily charged to the public.

B. WHO IS AN INSURED

For the purposes of coverage afforded under this endorsement, **SECTION II – WHO IS AN INSURED** is replaced by the following:

1. You.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" or your "employees";
 - b. Any of your trustees or members of your Board of Governors, if you are a private charitable or educational institution;
 - c. Any of your board members or commissioners, if you are a public board or commission;
 - d. Any of your graduate teaching assistants or your student teachers;
 - e. Any of your students; or
 - f. Any parent support group and their members, if they have been specifically authorized by you.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to a "violent event" that commenced before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations

C. LIMITS OF INSURANCE

For the purposes of coverage afforded under this endorsement, **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

1. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds; or
 - b. Claims made; or
 - c. Perpetrators; or
 - d. The number of policy periods over which the "violent event" takes place. If the "violent event" takes place over more than one policy period, the limits of insurance applicable when the "violent event" first commenced will apply.
2. The Aggregate Limit – Response Expenses and Loss is the most we will pay for the sum of all "response expenses" and "loss" arising out of all "violent events".

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3. Subject to 2. above, the Each Violent Event Limit – Response Expenses and Loss is the most we will pay for the sum of all "response expenses" and "loss" arising out of any one "violent event".
4. Subject to 3. above, the Each Person Limit – Loss is the most we will pay for the sum of all "loss" because of injury or death sustained by any one insured.
5. Subject to 4. above, the Each Person Limit – Death Benefits is the most we will pay for "death benefits" because of death sustained by any one insured.
6. The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
7. If it is likely that the Aggregate Limit – Response Expenses and Loss, or the Each Violent Event Limit – Response Expenses and Loss, will be exhausted before all "response expenses" or "loss" are paid:
 - a. "Response expenses" and "loss" stemming from a single "violent event" will be prioritized and payable in the following order:
 - (1) Death benefits;
 - (2) Medical expenses;
 - (3) Funeral expenses;
 - (4) Personal counseling services for an insured who has sustained "serious bodily injury" or was held as a "hostage";
 - (5) Personal counseling services for the immediate family of an insured who has sustained "serious bodily injury" or was held as a "hostage";
 - (6) Group counseling services;
 - (7) "Loss of income";
 - (8) "Wages" of temporary personnel;
 - (9) Rental of comparable substitute premises;
 - (10) Additional expense for the transportation of your students;
 - (11) Security services; and
 - (12) Public relations consultant and related media and communication costs.
 - b. "Violent events" will be recognized in the order that they are reported to us in accordance with condition 2. **Duties In The Event Of A Violent Event** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.
 - c. "Response expenses" and "loss" arising from a "violent event" will be paid in the order that they are reported to us in accordance with condition 2. **Duties In The Event Of A Violent Event** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.
 - d. "Response expenses" and "loss" reported on the same day will be pro-rated if a reduction in "response expenses" and "loss" is warranted because the Aggregate Limit or Each Violent Event Limit will be exhausted.

D. CONDITIONS

For the purposes of coverage afforded under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. Condition 2. is replaced by the following:

2. Duties In The Event Of A Violent Event

- a. You must see to it that we are notified as soon as practicable of a "violent event" which may result in "response expenses" or "loss". To the extent possible, notice should include:
 - (1) How, when and where the "violent event" took place;

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- (2) The names and addresses of any injured persons and witnesses;
 - (3) The nature and location of any injury arising out of the "violent event"; and
 - (4) Copies of police reports.
- b. You and any other involved insured must:
- (1) Immediately send us copies of pertinent correspondence, demands or service invoices received in connection with "response expenses" or "loss";
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in the investigation of a "violent event".
2. Condition 4. is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Violent Event Response Coverage For Schools endorsement, our obligations are limited as follow:

a. Primary Insurance

This insurance is primary except when b. below applies. When this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is medical expense insurance; or
- (2) That covers rental of comparable substitute premises.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

3. The following conditions are added:

Liability Under Other Coverages Or Policies

Payment of "response expenses" or "loss" under this endorsement is not an admission of liability under other coverages provided by this policy or other policies issued to you by us or our affiliates.

Loss Payable

All claims will be payable upon receipt and acceptance by us of the following:

- a. For "death benefits":
 - (1) A death certificate; or
 - (2) Other evidence of the death.

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- b. For claims for "loss of income", written documentation provided by the employer of the person sustaining the "loss of income". If a person is self-employed, then such person must provide tax returns and other necessary records to document their "loss of income".
- c. For claims for other "loss" and "response expenses", service invoices or other pertinent documentation.

Concealment or Fraud

We will not provide coverage to you, or any other insured, who at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "violent event", or "loss" or "response expenses" incurred under this endorsement.

E. DEFINITIONS

For the purposes of coverage afforded under this endorsement, **SECTION V – DEFINITIONS** is amended as follows:

1. Under **SECTION V – DEFINITIONS**, definition 19. is replaced by the following:

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a substitute teacher.

2. The following are added:

- a. "Care provider" means "child", spouse or "parent" who provides direct care to an insured.
- b. "Child" means a natural child, adopted child, foster child, stepchild or legal ward.
- c. "Death benefits" means an amount payable to the estate of a deceased insured. This does not include medical expenses or funeral expenses.
- d. "Hostages" means persons who are held captive by someone who threatens to inflict "serious bodily injury" and the circumstances of the threat are such that a reasonable person would conclude that the captives are at risk of "serious bodily injury".
- e. "Loss" means:

- (1) Reasonable and necessary expenses incurred by or on behalf of the insured for the following:

- (a) Personal counseling services for up to 90 days after a "violent event" for any insured who has sustained "serious bodily injury" or was held as a "hostage".
- (b) Personal counseling services for up to 90 days after a "violent event" for the immediate family of any insured who has sustained "serious bodily injury" or was held as a "hostage".
- (c) Medical expenses including:
 - (i) First aid administered at the time of a "violent event";
 - (ii) Necessary medical, surgical, x-ray and dental services, including physical therapy and prosthetic devices; and
 - (iii) Necessary ambulance (including emergency airlift), hospital and professional nursing services.
- (d) Funeral expenses for a deceased insured for funeral services, preparation for burial and burial including, but not limited to, payments for any lands, services, supplies and equipment incidental to such funeral services, preparation for burial, and burial.

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(2) Sixty percent of "loss of income" for:

- (a)** An insured who sustains "serious bodily injury"; or
- (b)** An insured held as a "hostage"; or
- (c)** The "care provider" of an insured in provision **(a)** or **(b)** above;

for up to 30 days after the "violent event" and up to a maximum amount of \$3,500.

In the event that another policy, program or plan pays a portion of the "loss of income" but less than sixty percent of the "loss of income", then we will pay the difference between that portion and the sixty percent of the "loss of income".

(3) "Death benefits".

"Loss" does not include any expenses incurred by you.

f. "Loss of income" means loss of actual gross income being paid on the date the person sustained "serious bodily injury" as a result of a "violent event". "Loss of income" does not include:

- (1)** Any loss after the date on which an injured person dies; or
- (2)** Potential income that may have been received from overtime hours, on-call pay or similar types of compensation; or
- (3)** Compensation for paid sick leave, short-term disability, long-term disability, or family leave that was utilized because of the "serious bodily injury".

g. "Parent" means a natural parent, foster parent, adoptive parent, stepparent or legal guardian.

h. "Response expenses" means reasonable and necessary expenses incurred by you for the following:

- (1)** Additional expense for the transportation of your students to and from a substitute premises for up to 30 days after a "violent event".
- (2)** Public relations consultant and related media and communication costs for up to 30 days after a "violent event".
- (3)** Security services for up to 15 days after a "violent event".
- (4)** Group counseling services for an insured for up to 60 days after a "violent event".
- (5)** Rental of comparable substitute premises for up to 30 days after the "violent event".
- (6)** "Wages" of temporary personnel, hired to replace "employees" who have sustained "serious bodily injury" during a "violent event", for up to 30 days after the "violent event". Such "wages" shall not exceed the "wages" received by the "employee" being replaced.

i. "Serious bodily injury" means:

- (1)** Death of a person; or
- (2)** Other physical injury sustained by a person that causes serious impairment of body function, or permanent serious disfigurement. For the purpose of this definition, serious impairment of body function means an objectively manifested impairment of an important body function that affects the person's general ability to lead her or his normal life.

"Serious bodily injury" does not include emotional or mental injury.

j. "Violent event" means an event that:

- (1)** Is caused by an intentional criminal act or a series of related intentional criminal acts; and
- (2)** Involves the use of a physical object, instrument, device, tool or weapon, other than the human body, for the purpose of injuring any person; and
- (3)** Results in two or more persons, other than the perpetrator, sustaining "serious bodily injury" or being held as "hostages".

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A "violent event" starts when the first act or the first of a series of related acts begins. A "violent event" ends the earlier of the following times:

- (a) When the act is concluded; or
- (b) When the last in a series of acts is concluded; or
- (c) When the premises have been secured by proper civil authority.

- k. "Wages" means compensation you pay an "employee" for his or her work, including the cost of pension or retirement benefit plans or welfare benefit plans.

F. TERRORISM

When a terrorism endorsement is made a part of the Commercial General Liability Coverage Part, any injury or damage excluded by the endorsement is amended to include "response expenses" and "loss".

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Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

COMMERCIAL CRIME COVERAGE PART DECLARATIONS

COVERAGE

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location Occupancy
001		2141 PICKLE ROAD AKRON OH 44312

TYPE OF COVERAGE

Coverage Form	Limit of Insurance	Deductible Amount
PLAN 1: FORM C		
THEFT, DISAPPEARANCE AND DESTRUCTION INSIDE THE PREMISES	\$ 5,000	\$ 500
OUTSIDE THE PREMISES	\$ 5,000	\$ 500
PLAN 1: FORM O - PER LOSS	\$ 10,000	\$ 500
PUBLIC EMPLOYEE DISHONESTY COVERAGE		

FORMS AND ENDORSEMENTS:

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
IL0003 - 0907	CALCULATION OF PREMIUM
IL0244 - 0907	OHIO CHANGES - CANCELLATION AND NONRENEWAL
18-24 - 0507	EXCLUSION OF TERRORISM
CC140 - 1090	QUICK REFERENCE-CRIME COVERAGE PART
CR0004 - 1090	THEFT DISAPPEARANCE & DESTRUCTION COV. FORM
CR0016 - 1090	PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM-PER LOSS
CR1000 - 0695	CRIME GENERAL PROVISIONS

18-4 (01/08)

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COMMERCIAL CRIME COVERAGE PART DECLARATIONS (continued)

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18-4 (01/08)

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06/11/2017

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OCAFPN 00004202 Page

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Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS

COVERAGE

This policy consists of the following coverage(s) for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE TYPE	PREMIUM
COMMERCIAL COMPUTER COVERAGE	\$ 83

DEDUCTIBLE : Refer to Applicable Coverage Declarations

RATES : Refer to Applicable Coverage Declarations

LOSS PAYEE: NONE

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
IL0003 - 0907	CALCULATION OF PREMIUM
IL0244 - 0907	OHIO CHANGES - CANCELLATION AND NONRENEWAL
IL0953 - 0115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
24-66 - 0399	COMPUTER EQUIPMENT OR SOFTWARE AS COMPONENTS OF OTHER
CI175 - 0186	QUICK REFERENCE-COMMERCIAL INLAND MARINE COVERAGE
CM0001 - 0695	COMMERCIAL INLAND MARINE CONDITIONS
CM0140 - 0408	OHIO CHANGES
CM1001 - 0500	COMMERCIAL COMPUTER COVERAGE FORM

Date Issued: 06/06/2017

Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

COMMERCIAL COMPUTER COVERAGE

COVERAGE

DESCRIPTION OF PREMISES

Prem. No.	Bldg. No.	Location
001	001	2141 PICKLE ROAD SPRINGFIELD TWP OH 44312

EQUIPMENT

Valuation: REPLACEMENT COST

Prem. No.	Bldg. No.	Limit of Insurance
001	001	\$ 55,000
All Covered Property In Any One Occurrence:		\$ 55,000

SOFTWARE

Prem. No.	Bldg. No.	Limit of Insurance
001	001	INCLUDED
All Covered Property In Any One Occurrence:		INCLUDED

EXTRA EXPENSE

Prem. No.	Bldg. No.	Limit of Insurance
001	001	\$ 5,000
All Covered Property In Any One Occurrence:		\$ 5,000

DEDUCTIBLE: \$ 500

RATES

Rate: INCL Per \$100

24-26 (03/99)

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COMMERCIAL COMPUTER COVERAGE (continued)

Date Issued: 06/06/2017

Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

TOTAL ADVANCE PREMIUM FOR ALL LIABILITY COVERAGE PARTS \$ 5,902.00

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000	
Damage To Premises Rented To You Limit	\$ 300,000	Any One Premises
Medical Expense Limit	\$ 15,000	Any One Person
Personal and Advertising Injury Limit	\$ 1,000,000	Any One Person or Organization
General Aggregate Limit (Other Than Products/Completed Operations)	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ 2,000,000	

LOCATION OF PREMISES

Location Number	Address of All Premises You Own, Rent or Occupy
001	2141 PICKLE ROAD AKRON OH 44312

PREMIUM

Class Code	Classification Description		Rates		Advance Premium	
			Premium Base	Territory Code	Prods/ Comp Ops	All Other
OH						
44442	DAMAGE TO PREMISES RENTED TO YOU					
	IF ANY	009			\$	63
73555	SCHOOL AMENDATORY ENDORSEMENT					
					\$	588
	FLAT CHARGE					

22-19 (01/08)

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)

PREMIUM

Class Code	Classification Description		Rates		Advance Premium	
	Premium Base	Territory Code	Prods/ Comp Ops	All Other	Prods/ Comp Ops	All Other
75438	VIOLENT EVENT RESPONSE COVERAGE FOR SCHOOLS 22-115					
	150	999				\$ 22
	TOTAL NUMBER OF STUDENTS					
92100	EMPLOYEE BENEFITS LIABILITY COVERAGE CG0435					
	7	000		\$ 0.245		\$ 440
	TOTAL EMPLOYEES					
LOCATION 001						
47469	SCHOOLS-FACULTY LIABILITY FOR CORPORAL PUNISHMENT OF PUPILS PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT					
	7	009	INCL	\$ 7.645	INCL	\$ 54
	EACH FACULTY MEM					
47471	SCHOOLS - PUBLIC - ELEMENTARY, KINDERGARTEN OR JUNIOR HIGH PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT					
	150	009	INCL	\$ 4.080	INCL	\$ 612
	EACH STUDENT					

Audit Period:

Total Advance Premium

INCLUDED

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
IL0017	- 1198 COMMON POLICY CONDITIONS

22-19 (01/08)

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RENEWAL

Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (continued)**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-20	- 1202 SCHOOL AMENDATORY ENDORSEMENT
17-22	- 1202 EXCLUSION - LEAD
17-98	- 1202 EXCLUSION - ASBESTOS
22-112	- 0107 NON-CUMULATION OF LIABILITY (SAME OCCURRENCE)
22-115	- 0207 VIOLENT EVENT RESPONSE COVERAGE FOR SCHOOLS
22-164	- 0910 RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION
22-175	- 0913 EXCLUSION-TRAMPOLINES
22-28	- 0407 POLLUTION EXCLUSION-EXCEPTION FOR CLASSROOM ACTIVITIES
22-31	- 0799 SEXUAL MISCONDUCT AND MOLESTATION LIABILITY EXCLUSION
22-66	- 0700 EXCLUSION-SCHOOL LAW ENFORCEMENT PROFESSIONAL LIABILITY
22-90	- 0204 EXCLUSION - SILICA
CG0001	- 1001 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0062	- 1202 WAR LIABILITY EXCLUSION
CG0435	- 0202 EMPLOYEE BENEFITS LIABILITY COVERAGE
CG2100	- 0798 EXCL-ALL HAZARDS IN CONNECTION W/DESIGNATED PREMISES
CG2147	- 0798 EMPLOYMENT RELATED PRACTICES EXCLUSION
CG2167	- 0402 FUNGI OR BACTERIAL EXCLUSION
CG2173	- 0115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG2267	- 1093 CORPORAL PUNISHMENT
CL175	- 0286 QUICK REFERENCE COMML GENERAL LIABILITY COVERAGE PART

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22-19 (01/08)

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Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

EMPLOYERS STOP GAP LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

Bodily Injury By Accident	\$ 1,000,000	Each Accident Limit
Bodily Injury By Disease	\$ 1,000,000	Policy Limit
Bodily Injury By Disease	\$ 1,000,000	Each Employee Limit
Aggregate Limit	\$ 2,000,000	

PREMIUM

State	Class Code	Classification Description Premium Base	Rate	Advance Premium
OH	94452	SCHOOL		
	94453	OHIO EXTENDED COVERAGE O/T CNTRACTG OR M 180,000	\$.010	INCLUDED
		EACH NIL		
Audit Period:			Total Advance Premium	\$ 125

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-11 - 0195	EMPLOYERS STOP GAP LIABILITY COVERAGE FORM
17-170 - 0198	OHIO CHANGES
17-64 - 0195	OHIO EXTENDED COVERAGE ENDORSEMENT
17-68 - 0195	QUICK REFERENCE EMPLOYERS STOP GAP LIAB COVERAGE PART

Date Issued: 06/06/2017

Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART DECLARATIONS

THIS IS A CLAIMS MADE COVERAGE. READ YOUR COVERAGE FORM CAREFULLY.

LIMITS OF INSURANCE

Each Wrongful Act Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
Aggregate Defense Expense Amount- Non-Monetary Relief	\$ 100,000

DEDUCTIBLE

Amount	Basis of Deductible
\$ 2,500	One "Wrongful Act"

RETROACTIVE DATE

This insurance does not apply to "wrongful acts" committed before the Retroactive Date, if any, shown here: 07/01/2010
 (Enter Date or "None" if no Retroactive Date applies)

PREMIUM

Class Code	Classification Description	Premium Base	Advance Premium
OH 75333	ELEMENTARY AND SECONDARY SCHOOLS - PUBLIC	150	INCLUDED
		TOTAL STUDENT ENROLLMENT	
Minimum Premium:		Total Advance Premium	\$ 2,530
Audit Period:			

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-179 - 0798	AMENDMENT OF OTHER INSURANCE CONDITION

22-33 (01/08)

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FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number		Description
26-124	- 1012	DEDUCTIBLE INSURANCE-NON-MONETARY RELIEF CLAIMS
26-145	- 0208	AMENDATORY ENDORSEMENT
26-20	- 1299	SCHOOL LEADERS ERRORS & OMISSIONS COVERAGE FORM
26-21	- 1299	QUICK REFERENCE SCHOOL LEADERS ERRORS & OMISSIONS
26-24	- 1299	EXCL-EMINENT DOMAIN INVERSE CONDEMNATION ADVERSE POSS
26-25	- 1299	EXCLUSION - TAX ASSESSMENT
26-39	- 0700	EXCLUSION-SCHOOL LAW ENFORCEMENT PROFESSIONAL LIABILITY

Date Issued: 06/06/2017

Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

Each Loss Limit \$ 1,000,000

Aggregate Limit \$ 1,000,000

Innocent Party Aggregate
Defense Expense Amount

DEDUCTIBLE

Amount	Basis of Deductible
NIL	"One Wrongful Act"

PREMIUM

Class Code	Classification Description	Premium Base	Advance Premium
OH			
73558	SEXUAL MISCONDUCT AND MOLESTATION LIABILITY	150	INCLUDED
		EACH STUDENT	
Audit Period:		Total Advance Premium	\$ 1,468

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
17-180 - 0798	AMENDMENT OF OTHER INSURANCE CONDITION
17-78 - 0399	SEXUAL MISCONDUCT & MOLESTATION LIAB COVERAGE FORM
17-82 - 0595	QUICK REFERENCE SEXUAL MISCONDUCT & MOLESTATION LIAB

Date Issued: 06/06/2017

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHOOL AMENDATORY ENDORSEMENT

In connection with the ownership or operation of a school, this endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Paragraph 2. under provision J. MEDICAL PAYMENTS LIMITATION – STUDENTS applies only when a Student Medical Expense Limit is shown below:	
Student Medical Expense Limit	\$ <u>NONE</u> Each Student

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. PROFESSIONAL SERVICES LIABILITY

- The following is added to paragraph 1. **Insuring Agreement** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**:

- "Bodily injury" arising out of the rendering of or failure to render "covered professional services" to others by an "employee" shall be deemed to be caused by an "occurrence" but only if such acts or omissions are committed within the scope of her or his employment by you.

With respect to **SECTION III – LIMITS OF INSURANCE**, paragraph 5., any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one occurrence.

- With respect to the Professional Services Liability insurance provided by this provision, the following exclusions are added to paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**:

This insurance does not apply to:

- "Bodily injury" arising out of any act that is in fact criminal, fraudulent, malicious or deliberately dishonest.

- b. "Bodily injury" arising out of acts or omissions that happen prior to the inception date of this coverage:
 - (1) Of which the insured had knowledge before the inception date of this coverage and reasonably could have expected a claim might result; or
 - (2) For which other valid and collectible insurance is available to the insured.
- 3. Except with respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, provision 2.a.(1)(d) under **SECTION II – WHO IS AN INSURED** does not apply to the rendering of or failure to render "covered professional services" by an "employee" within the scope of her or his employment by you.
- 4. For the purposes of coverage afforded under this endorsement, the following is added to **SECTION V – DEFINITIONS**:

"Covered professional services" means professional nursing, psychological, psychometric, counseling, athletic training, or speech, hearing, occupational or physical therapy services, treatment, advice or instruction.
- 5. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded under provision A. of the School Amendatory Endorsement is excess over any of the other insurance whether primary, excess, contingent or on any other basis that is professional liability insurance.

B. MEDICAL MALPRACTICE LIMITATION

With respect to the ownership or operation of an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" caused by:

- 1. The rendering of or failure to render:
 - a. Medical, surgical, dental, x-ray, or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
- 2. The furnishing or dispensing of or failure to furnish of dispense drugs or medical, dental or surgical supplies or appliances; or
- 3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

Nursing service, treatment, advice or instruction and health or therapeutic service, treatment, advice or instruction include but are not limited to the rendering of or failure to render "covered professional services" as defined in provision A.4. of this endorsement.

C. SCHOOL BROADCASTING AND PUBLICATION – PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

- 1. Under paragraph 2. **Exclusions** of **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I)**, provision j.(1) does not apply within the scope of your activities as a school.
- 2. The following is added to **SECTION IV – CONDITIONS**:

10. Retraction Or Correction Of Erroneous Matter

Retraction or correction shall be promptly made of any matter which has been published or broadcasted through error or mistake, or which is untrue.

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3. Paragraph 1. under **SECTION V – DEFINITIONS** is replaced by:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication, but only with respect to your goods, products or services for the purpose of attracting customers or supporters; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

D. NON-OWNED AIRCRAFT AND WATERCRAFT

Except with respect to the transportation of students:

1. Under paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft, provided:
 - a. It is not owned by any insured;
 - b. It is hired or chartered by or loaned to an insured with a trained paid crew;
 - c. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
 - d. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

2. Under paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provision **(2)(a)** of exclusion **g., Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 51 feet long; and

E. TRANSPORTATION OF STUDENTS LIMITATION

With respect to the transportation of students, exclusion **g. Aircraft, Auto Or Watercraft** under paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by any insured. For the purpose of this exclusion the word hired includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

1. Paragraph 1.b. is replaced by the following:

- b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.

G. EXTENSION OF WHO IS AN INSURED

1. Paragraph 2. of **SECTION II – WHO IS AN INSURED** is amended to include as an insured:

- a. Any of the following but only with respect to their duties in connection with the positions described below:

- (1) Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
- (2) Any of your board members or commissioners if you are a public board or commission; or
- (3) Any student teachers teaching as part of their educational requirements.

- b. Each of the following organizations and their members, if they have been specifically authorized by you, and only with respect to their use of your premises and their activities elsewhere that are within the scope of the authorized purpose of such organization:

- (1) Parent support groups; and
- (2) Student groups.

2. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that applies to an insured described in the School Amendatory Endorsement, Section G. Extension of Who Is An Insured, provision 1.b.

3. Under **SECTION V – DEFINITIONS**, definition 19. is replaced by the following:

- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a substitute teacher.

H. COVERAGES A AND B EXTENSION – CO-EMPLOYEES AND VOLUNTEER WORKERS

Except with respect to "bodily injury" or "personal and advertising injury" to a person arising out of employment-related practices, **SECTION II – WHO IS AN INSURED** is modified as follows:

1. Provision (1)(a) of paragraph 2.a. is replaced by the following:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

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2. Provisions 2.a.(1)(b) and 3.a. are deleted.

Employment-related practices means refusal to employ that person, termination of that person's employment, or practices, policies, acts or omissions related to employment, such as coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person.

I. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is an additional insured only with respect to liability arising out of:

- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision I. does not apply:

- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage", or "personal and advertising injury";
- b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities;
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omissions that results from the additional insured's sole negligence or wrongdoing; or
- e. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

J. MEDICAL PAYMENTS LIMITATION – STUDENTS

1. If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part, the following is added to paragraph 2. **Exclusions** under **SECTION I, COVERAGE C**:

We will not pay expenses for "bodily injury":

i. Your Student

To your student.

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2. When a Student Medical Expense Limit is shown in the Schedule, paragraph 1. of this provision J. does not apply and the following is added to **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. above, the Student Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one of your students.

K. MEDICAL PAYMENTS EXTENSION

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. Paragraph 7. of **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person other than your student. The Medical Expense Limit is the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations.

2. The second subparagraph (2) of paragraph 1. **Insuring Agreement** under **COVERAGE C. MEDICAL PAYMENTS** is replaced by the following:

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

L. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, exclusion j. **Damage To Property**, paragraphs (3), (4) and (6) do not apply if such "property damage" results from the use of elevators.
2. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by provision L. in the School Amendatory Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

M. DAMAGE BY FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under subsection 2. **Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**:

- a. The fourth from the last paragraph of exclusion j. **Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

- b. The last paragraph of subsection 2. **Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

2. Paragraph 6. under **SECTION III – LIMITS OF INSURANCE**, is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you,

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or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner. This limit is greater of:

- a. \$300,000; or
 - b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.
3. The word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" where it appears in:
- a. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**, subparagraph (1)(b); and
 - b. **SECTION V – DEFINITIONS**, paragraph 9.a.

N. LOCATION(S) GENERAL AGGREGATE LIMIT

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single "location":
 - a. A separate Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - b. The Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A (SECTION I)**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C (SECTION I)** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under **COVERAGE A (SECTION I)** for damages or under **COVERAGE C (SECTION I)** for medical expenses shall reduce the Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Location General Aggregate Limit for any other "location".
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You, and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Location General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to operations at a single "location":
 - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit whichever is applicable; and
 - b. Such payments shall not reduce any Location General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Location General Aggregate Limit.

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4. For the purposes of this endorsement, the following is added to **SECTION V – DEFINITIONS**:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

5. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

O. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Except with respect to Professional Liability subparagraph 2.b.(1) in Section A. of this endorsement, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- e. Knowledge of an "occurrence," offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless your school superintendent, business manager or a person who has been designated by them to receive reports of occurrences, offenses, claims and "suits" shall have received such notice from the agent, servant or "employee".

P. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 6. **Representations**:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

Q. LIBERALIZATION CLAUSE

If we revise this School Amendatory Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

R. BODILY INJURY REDEFINED

The definition of "bodily injury" in paragraph 3. of **SECTION V – DEFINITIONS** is replaced by the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

(If no entry appears below, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to Paragraph 2., Exclusions of Section I—Coverage A—Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I—Coverage B—Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;
2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Goods or products manufactured at or distributed from those premises.

SCHEDULE

Description And Location Of Premises:

COVERAGE UNDER THIS POLICY DOES NOT APPLY
TO ANY AND ALL ASPECTS ASSOCIATED WITH
SUMMIT COUNTY EDUCATIONAL SERVICE CENTER

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage		Limit Of Insurance		Deductible		Premium
Employee Benefits Programs		\$ 1,000,000	each employee	\$ 1,000	each employee	\$INCLUDED
		\$ 3,000,000	aggregate			
Retroactive Date:	07/01/2010					

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to Section I – Coverages:

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph E. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph G. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph 1.a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

J. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and **Employee Benefits Liability**.
2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 4. of Section II – Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, Paragraph 3. of Section II – Who Is An Insured does not apply.

E. For the purposes of the coverage provided by this endorsement, Section III – Limits Of Insurance is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) "Claims" made or "suits" brought;
- (3) Persons or organizations making "claims" or bringing "suits";
- (4) Acts, errors or omissions; or
- (5) Benefits included in your "employee benefit program".

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
 - c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"apply irrespective of the application of the deductible amount.
 - d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- F. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Conditions** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
 - (a) No Retroactive Date is shown in the Schedule of this insurance; or
 - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

- G.** For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - a. This endorsement is canceled or not renewed; or
 - b. We renew or replace this endorsement with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
 - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph E.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph E.1.c.

- H. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

- I. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE INSURANCE – NON-MONETARY RELIEF CLAIMS

This endorsement modifies insurance provided under the following:

SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE	
DEDUCTIBLE – NON-MONETARY RELIEF CLAIMS:	
Amount	Basis of Deductible
\$ 2,500	Each "Wrongful Act"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to paragraph F. **Deductible** under **SECTION III – LIMITS OF INSURANCE:**

With respect to any "claim" seeking only injunctive or other non-monetary relief that we investigate or settle, or any "suit" seeking only injunctive or other non-monetary relief against an insured we defend:

1. Our obligation to pay under this Coverage Part applies only to "defense expenses" and "legal fees" in excess of the Deductible Amount, if any, shown in the Schedule of this endorsement. The Aggregate Defense Expense Amount – Non-Monetary Relief will not be reduced by the amount of such deductible.
2. The Deductible Amount applies to "defense expenses" and "legal fees" arising from all "claims" made because of one "wrongful act". A single "wrongful act" or a series of causally connected "wrongful acts" will be considered one "wrongful act".
3. The terms of this insurance including our right and duty to defend the insured against any "suit" seeking only injunctive or other non-monetary relief (**Section I.B.1.b.**) and your duties in the event of "wrongful act", "claim" or "suit" (**SECTION IV.B.**) apply irrespective of the application of the Deductible Amount.
4. We may pay any part or all of the Deductible Amount and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.
5. In the event that a "wrongful act" results in both a non-monetary relief "claim" and a monetary "claim" seeking "loss", the Deductible Insurance – Non-Monetary Relief Claims Amount will apply to the non-monetary relief "claim" and the School Leaders Errors and Omissions Deductible Amount will apply to the monetary "claim". Payment of one deductible shall not affect an insured's obligations toward payment of the other deductible.

All other terms, conditions and exclusions shall remain the same.

RENEWAL



ITEM ONE

Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

**COMMERCIAL AUTO COVERAGE PART
BUSINESS AUTO COVERAGE FORM DECLARATIONS**

ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

Each of the coverages below will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMITS The most we will pay for any one accident or loss	PREMIUM
LIABILITY	8, 9	\$ 1,000,000	\$ 196.00

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this coverage part and made a part of this policy:

Form Number	Description
16-131 - 0311	CHANGES IN WHO IS AN INSURED
AC0031 - 0114	CHANGES IN YOUR POLICY
CA0001 - 1001	BUSINESS AUTO COVERAGE FORM
CA0038 - 1202	WAR EXCLUSION
CA2384 - 0106	EXCLUSION OF TERRORISM
IL0003 - 0907	CALCULATION OF PREMIUM

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for service performed by motor carriers of property or passengers.

LIABILITY COVERAGE				
State	Estimated Cost of Hire For Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liab. Cov. Is Primary)	Premium
OH	\$ IF ANY ALL OTHERS	\$ INC		\$ 32.00

RENEWAL

Forming a part of

Policy Number: CBP 8775096	
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY	
Named Insured: GREATER SUMMIT COUNTY EARLY LEARNING CENTER	Agent: LOVE INSURANCE AGENCY Agent Code: 0020053 Agent Phone: (440)-527-5050

COMMERCIAL AUTO COVERAGE PART
BUSINESS AUTO COVERAGE FORM DECLARATIONS (continued)

TOTAL PREMIUM \$ 32.00 MP

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	0 - 25	\$ 164.00
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
TOTAL PREMIUM			\$ 164.00

Date Issued: 06/06/2017

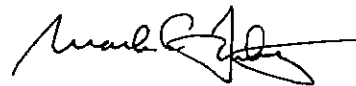
Copyright, Insurance Services Office, Inc., 1990

The term Company, as used below, means the company that has issued the policy to which this witness statement is attached. The Company is identified on your Declarations in the area titled "Coverage is provided in".

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested on its behalf by its President and Secretary at Boston, Massachusetts, and countersigned on the Declarations by a duly authorized representative of that Company. In a state where a countersignature is not required, no policy shall be deemed invalid due to the absence of a countersignature.



President



Secretary

Policy Number: CBP 8775096		Prior Policy: 8775096	
Policy Period: 06/11/2017 To: 06/11/2018 12:01 am Standard Time at the Mailing Address of the Named Insured			
Coverage Is Provided In PEERLESS INSURANCE COMPANY - A STOCK COMPANY			
Billing Type: AGENCY BILL - PREPAID			
Named Insured and Mailing Address: GREATER SUMMIT COUNTY EARLY LEARNING CENTER 2141 PICKLE ROAD AKRON OH 44312		Agent: LOVE INSURANCE AGENCY 373 CENTER ST STE A CHARDON OH 44024-8952 Agent Code: 0020053 Agent Phone: (440)-527-5050	

Reason for Amendment: RENEWAL

Transaction Effective Date: 06/11/2017

Premium for this Transaction: \$ 7,056.00

STATEMENT OF ACCOUNT

Acct Date	Premium	Surcharge/ Assessment	Total Due
06/2017	\$ 7,056.00	\$ 0.00	\$ 7,056.00
Total Premium Charged:			\$ 7,056.00

Date Issued: 06/06/2017

ARGONAUT INSURANCE COMPANY
225 West Washington Street, 24th Floor
Chicago, IL 60606

EDUCATORS LEGAL LIABILITY COVERAGE PART DECLARATIONS

IMPORTANT NOTICE: THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

POLICY NO.: PE-4620464-06

RENEWAL OF NO.: PE-4620464-05

Named Insured and Mailing Address*

North Central Ohio ESC, Ohio
928 W. Market Street, Suite A
Tiffin, OH, 44883

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

ITEM 1: POLICY PERIOD:	
Policy covers From: 07/01/2016 To: 07/01/2017 at 12:01 A.M. Standard Time at your mailing address shown above.*	
This Insurance does not apply to claims which arose from a "wrongful act" commencing before the Retroactive Date shown below. Enter NONE if no Retroactive Date applies to this coverage part.	
RETROACTIVE DATE: <u>02/01/2002</u>	
ITEM 2: LIABILITY LIMIT:	
Each Wrongful Act:	\$1,000,000
Annual Aggregate:	\$3,000,000
ITEM 3: DEDUCTIBLE:	
Deductible: Each Wrongful Act:	\$2,500
ITEM 4: FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION:	
See policy forms list.	
ITEM 5: PREMIUM:	
Premium:	\$1,722
Minimum Premium:	\$

*Information may be omitted if shown elsewhere in the policy

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY DECLARATIONS, IF APPLICABLE, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

McGowan Governmental Underwriters
20695 Lorain Road
Fairview Park, OH 44126

CONTACT NAME: L Mae Fulkerson

PHONE (A/C No. Ext.): (440) 333-6300

FAX (A/C No.): (440) 333-3214

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Argonaut Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

North Central Ohio ESC
928 W. Market Street, Suite A
Tiffin, OH 44883

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	APPLICABLE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Educ Legal Liab <input checked="" type="checkbox"/> Empl Pract Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	4620464	7/01/2016	7/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4620464	7/01/2016	7/01/2017	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	4620464	7/01/2016	7/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section		4620464	7/01/2016	7/01/2017	Blink Bldg & Cnts \$9,989,414

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE**CERTIFICATE HOLDER****CANCELLATION**

PROOF OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

L Mae Fulkerson

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Attachment 1

John R. Kasich, Governor
Paolo DeMaria, Superintendent of Public Instruction

RESOLUTION


WHEREAS, on December 1, 2016, the sponsorship authority of Summit County ESC was revoked; and

WHEREAS, on December 1, 2016, the Office of School Sponsorship assumed sponsorship of Greater Summit County Early Learning Center; and

WHEREAS, on January 11, 2017, the Oversight Committee of the Office of School Sponsorship reviewed and approved the recommendation of the Office of School Sponsorship to renew the sponsorship contract for two (2) years: Therefore, Be It

RESOLVED, that, contingent upon agreement to the terms of a new contract pursuant to Section 3314.03 of the Revised code, the Ohio Department of Education's Office of School Sponsorship is approved to sponsor the Greater Summit County Early Learning Center for two (2) additional years.

I certify that the above is a true and correct copy of the action taken by the School Sponsorship Oversight Committee on the 11th day of January, 2017.



Mark Michael, Director
Office of School Sponsorship

Attachment 2

Attachment: 2
Annual Pre-Opening Assurances
ORC 3314.19

☐ The school has submitted to the sponsor, via Epicenter, a plan for providing special education and related services to students with disabilities and has demonstrated the capacity to provide those services in accordance with Chapter 3323. of the Revised Code and federal law.

☐ The school has a plan and procedures for administering the achievement and diagnostic assessments prescribed by sections 3301.0710, 3301.0712, and 3301.0715 of the Revised Code; as included in Attachment ____.

☐ The personnel have the necessary training, knowledge, and resources to properly use and submit information to all databases maintained by the department for the collection of education data, including the education management information system established under section 3301.0714 of the Revised Code in accordance with methods and timelines established under section 3314.17 of the Revised Code.

☐ All required information about the school has been submitted to the Ohio education directory system or any successor system.

☐ That the school will enroll at least the minimum number of students required by division (A)(II)(a) of section 3314.03 of the Revised Code in the school year for which the assurances are provided.

Please indicate the anticipated enrollment: _____

☐ All classroom teachers are licensed in accordance with sections 3319.22 to 3319.31 of the Revised Code, except for noncertificated persons engaged to teach up to twelve hours per week pursuant to section 3319.301 of the Revised Code.

☐ The school's fiscal officer is in compliance with section 3314.011 of the Revised Code.

☐ That the school has complied with sections 3319.39 and 3319.391 of the Revised Code with respect to all employees and that the school has conducted a criminal records check of each of its governing authority members.

That the school holds all of the following:

☐ Proof of property ownership or a lease for the facilities used by the school; as Attachment ____.

☐ A certificate of occupancy; submitted via Epicenter.

☐ Liability insurance for the school, as required by division (A)(I I)(b) of section 3314.03 of the Revised Code, that the sponsor considers sufficient to indemnify the school's facilities, staff, and governing authority against risk; as Attachment ____.

☐ A satisfactory health and safety inspection; submitted via Epicenter.

☐ A satisfactory fire inspection; submitted via Epicenter.

☐ A valid food permit, if applicable; submitted via Epicenter.

☐ That the school has designated a date it will open for the school year for which the assurances are provided that is in compliance with division (A)(25) of section 3314.03 of the Revised Code.

First day of instruction for students: _____

(M) That the school has met all of the sponsor's requirements for opening and any other requirements of the sponsor, as scheduled in Epicenter.

Is the school using a blended learning model: ☐ Yes ☐ No

If no, stop here.

If yes, complete the information below:

What Blended Learning Model will be used:

Describe how student instructional needs will be determined and documented:

What is the method to be used for determining competency, granting credit, and promoting students to a higher grade level:

What are the school's attendance requirements, including how the school will document participation in learning opportunities:

How will student progress will be monitored:

How will private student data will be protected:

What professional development activities that will be offered to teachers:

Attachment 3

Attachment 3: List of Laws and Rules

ORC Section	ORC 3314 reference	OAC Section	ORC Section Title	Applies To	ORC Effective Date	ORC Description
ORC 3314.03(11)(a)	ORC 3314.03(11)(a)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan	All schools	9/14/2016	The sponsor confirms annually that the school provides at least 920 hours of learning opportunities to at least 25 students.
ORC 3313.842	Not found		Joint educational programs	All Schools	9/24/2012	The school does not charge students participating in the joint education program tuition or fees.
ORC 3333.85, 3333.83	Not found, but similar provision in 3314.03		Assignment of course grade; credit	All Schools	9/29/2011	The school awards equivalent credit for any student completing courses from the distance learning clearing house, and complies with other requirements in using such courses.
ORC 3313.6015	ORC 3314.03(A)(11)(d)		Resolution describing how district will address college and career readiness and financial literacy	All Schools	10/16/2009	The school adopted a resolution describing how it will address college and career readiness and financial literacy in its curriculum for grades 7 or 8 and submitted a copy of the resolution to the Department.

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ORC 3313.6012	ORC 3314.03(A)(11)(d)		Policy governing conduct of academic prevention/intervention services	All Schools	8/15/2003	The school has adopted a policy, updated annually, governing academic prevention and intervention services covering requirements of law, which include but are not limited to measuring student progress, identifying students not attaining proficiency thresholds, collect and using student performance data, and provision of prevention/intervention services.
ORC 3314.23	ORC 3314.23		Compliance with standards	Internet or computer based community school	2/1/2016	Internet and computer based community schools must comply with standards developed by the international association for K-12 online learning
ORC 3302.01	ORC 3314.017	OAC 3301-56-01	School district and building improvement, supports and interventions	All Schools	12/4/2015	The school implements interventions outlined by Ohio's "No Child Left Behind Act of 2001"
ORC 3301.079	ORC 3314.03(A)(29)		Academic standards - model curriculum (Blended learning)	All schools	8/31/2016	The school's contract provides all required information regarding the blended learning model offered.

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ORC 3302.41	Not found, but similar provision in RC 3314.03(A)(29)		Use of blended learning model	All Schools	9/24/2012	The school timely notified the Department of its use of a blended learning model.
ORC 3313.482	Not found		Plans for completion of make up days via web access	All Schools	7/1/2014	The school timely submits a copy of its calamity day plan to the Department and distributes "blizzard bags" to students as an equivalent to materials or assignments posted online.
ORC 3313.6020, cont.	ORC 3314.03(A)(11)(d)		Policy on Career Advising	Grades 6+	9/17/2014	The School adopts a policy on career advising that incorporates the elements described in ORC 3313.6020(B).
ORC 3313.6020	ORC 3314.03(A)(11)(d)		Policy on Career Advising	Grades 6+	9/17/2014	The School identifies students who are at risk of dropping out of school and takes all actions described in ORC 3313.6015 respecting the plan and parental involvement.

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ORC 3302.04, 3302.041	ORC 3314.017		Three-year continuous improvement plan - intervention by department - site evaluations.	Schools in state of academic emergency	10/15/2015	The school complies with the requirements and timelines associated with the Ohio Improvement Plan created through the Department's NCLB waiver (or its successor).
ORC 3302.13	Not found	OAC 3301-56-02	Reading achievement improvement plans	All Schools	7/27/2015	The school timely submits a reading achievement improvement plan that was approved by the Department.
ORC 3314.21	ORC 3314.21		Internet- or computer-based schools	Internet or computer based community school	9/29/2005	The school does not exceed the teacher/student ratio of 1:125. Teachers employed by internet or computer based schools must conduct visits with their students in person throughout the year. The contract with the sponsor must specify the installation of appropriate filtering devices or software on all students' computers. The school will set up a central base and the sponsor will maintain a representative within 50 miles of the base to provide monitoring and assistance.

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ORC 3313.608	ORC 3314.03(A)(11)(d)		Fourth grade reading capability	Grade 3	9/29/2015	The School promotes students to fourth grade when all criteria outlined in ORC 3313.608 are met.
ORC 3313.608	ORC 3314.03(A)(11)(d)		Fourth grade reading capability	Grade 3	9/29/2015	The school continues any required intervention services for students not promoted to 4th grade, consistent with the requirements of 3313.608.
ORC 3313.608	ORC 3314.03(A)(11)(d)		Fourth grade reading capability	Grade 3	10/29/2015	The school sees that students on reading monitoring improvement plans are taught by teachers with the appropriate license, endorsements, and/or qualifications.
ORC 3365.04	ORC 3314.03(A)(11)(d)		Information regarding and promotion of the program	Secondary Schools	9/17/2014	The School follows all requirements regarding providing information about the College Credit Plus program each year, consistent with ORC 3365.04.

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ORC 3365.15	ORC 3314.03(A)(11)(d)	OAC 3333-1-65.5	Duties of chancellor and superintendent	Grade 7+	9/29/2015	Schools participating in the College Credit Plus program submit required data to the Chancellor of Higher Education.
ORC 3365.13	ORC 3314.03(A)(11)(d)		Model pathways	Secondary Schools	9/17/2014	The school follows procedures to develop, provide notice of, and offer model College Credit Plus pathways, consistent with ORC 3365.13.
ORC 3365.09	ORC 3314.03(A)(11)(d)		Reimbursement where student fails course	Secondary Schools	9/17/2014	The school follows requirements and procedures consistent with ORC 3365.09 when seeking reimbursement from a student for the cost of any failed college course.
ORC 3365.032	ORC 3314.03(A)(11)(d)		Notice of expulsion of student	Secondary Schools	9/17/2014	The School follows notice requirements regarding expelled students who participated in the College Credit Plus program, consistent with ORC 3365.032.

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ORC 3365.03	ORC 3314.03(A)(11)(d)		Enrollment in CCP; eligibility	Grades 9-12	9/17/2014	The school follows the criteria set forth in 3365.03 for enrollment of students in College Credit Plus
ORC 3365.12	ORC 3314.03(A)(11)(d)		Nature of courses; awarding high school credit	Grades 7+	9/17/2014	The school awards course credit consistent with ORC 3365.12 and includes the information in the student's record.
ORC 3365.11	ORC 3314.03(A)(11)(d)		Credential requirements for instructors	Grades 7+	9/17/2014	The School ensures that College Credit Plus teachers have satisfied all credentialing requirements, consistent with ORC 3365.11.
ORC 3365.06	ORC 3314.03(A)(11)(d)		Enrollment options	Grades 7+	9/17/2014	The school gives students options for enrolling in college courses for only college credit, or for both college and high school credit.
ORC 3365.033	ORC 3314.03(A)(11)(d)		Seventh and eighth grade student participation	Grades 7 and/or 8	9/17/2014	The School allows students in grades 7 and 8 to participate in the College Credit Plus program according to the same standards as students in grades 9-12.

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ORC 3365.031	ORC 3314.03(A)(11)(d)		Restrictions on enrollment	Grades 9-12	6/30/1997	The School complies with enrollment and participation requirements, consistent with ORC 3365.031.
ORC 3365.04, 3365.05, 3365.034	ORC 3314.03(A)(11)(d)	OAC 3333-1-65.11	Information regarding and promotion of the program	Secondary Schools	9/17/2014	Each public and participating nonpublic secondary school will comply with Section 3365.04 with respect to the College Credit Plus program (summer program)
ORC 3365	ORC 3314.03(A)(11)(d)	OAC 3333-1-65.2	College Credit Plus; OAC: Program Requirements for Secondary Schools	Secondary Schools	9/17/2014	OAC 3333-1-65.2: Secondary schools that offer qualifying courses on-site comply with classroom requirements and requirements for calculating college credit hours and full time enrollment hours.
ORC 3365.10	ORC 3314.03(A)(11)(d)		Application for waiver of requirements of program	Secondary Schools	9/17/2014	The School has an approved waiver for its early college high school program or its noncompliance with the requirements of the College Credit Plus program.

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ORC 3301.52		OAC 3301-32-02, OAC 3301-32-03, 3301-32-05, 3301-32-06, 3301-32-07, 3301-32-08, 3301-32-09, 3302-32-10, 3301-32-11	Preschool, school child program definitions	Preschool and school child programs	9/29/2015	The school complies with all requirements for the school child program described in OAC 3301-32.
ORC 3301.52-3301.59	ORC 3314.03(A)(11)(j)	OAC 3301-37-01, 3301-37-02, 3301-37-03, 3301-37-04, 3301-37-05, 3301-37-06, 3301-37-07, 3301-37-08, 3301-37-09, 3301-37-10, 3301-37-11, 3301-37-12	Preschool programs	Preschools	Current	The school is in compliance with the requirements for preschool programs consistent with ORC 3301.52-59.

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ORC 3301.57	ORC 3314.03(A)(11)(j)		Providing consultation and technical assistance	Preschools	9/29/2015	The School corrects any issues deemed to be out of compliance by the Department during annual inspections of preschool programs or licensed school child programs.
ORC 3301.55	ORC 3314.03(A)(11)(j)		Preschool program building requirements and building plan	Preschools	9/29/2015	The school's facilities used for preschool comply with the requirements in ORC 3301.55.
ORC 3301.50	ORC 3314.03(A)(11)(j)		Preschool educator license	Preschools	1/30/1998	The school's preschool program is in compliance with standards for preschool programs, in accordance with ORC 3301.50.
ORC 3313.6014	ORC 3314.03(A)(11)(d)		Parental notification of core curriculum requirements	Secondary Schools	4/4/2007	The school adopts a procedure for notifying parents about the consequence for a student not graduating from high school regarding eligibility to enroll in most Ohio state universities.
ORC 3313.614	ORC 3314.03(A)(11)(f)		Testing requirements for fulfilling curriculum requirement for diploma	Secondary Schools	9/29/2015	The school issues high school diplomas to students successfully completing the high school curriculum and any required graduation tests.

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ORC 3313.611	ORC 3314.03(A)(11)(f)		Standards for awarding high school credit equivalent to credit for completion of high school academic and vocational education courses	Secondary Schools	9/17/2014	The School issues an adult education diploma consistent with standards in ORC 3313.611.
ORC 3313.61	ORC 3314.03(A)(11)(f)		Diploma or honors diploma	Secondary Schools	9/17/2014	The School awards honors diplomas or diplomas consistent with the requirements of ORC 3313.61.
ORC 3313.603	ORC 3314.03(A)(11)(f)		Requirements for high school graduation - workforce or college preparatory units	Secondary Schools	9/29/2015	The School's minimum curriculum requirements for graduation are consistent with those described in ORC 3313.603
ORC 3301.0712	ORC 3314.03(A)(11)(d) & 3314.19		College and work ready assessment system	Secondary Schools	8/31/2016	The school is actively transitioning to the new graduation requirements, making the three pathways for graduation available to students.
ORC 3301.0710	ORC 3314.03(A)(11)(d)		Ohio graduation tests	Secondary Schools	9/17/2014	The school timely administers the Ohio Graduation Tests and timely reports the results of the assessment to the Department.

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ORC 5107.30	Not found	OAC 5101: 1-23-50	Ohio works first: learning, earning and parenting program	Secondary Schools	1/1/2011	The School complies with requirements for enrolled students participating in the learning, earning and parenting (LEAP) program through ODJFS.
ORC 3313.613	Not found		Awarding high school credit for course completed outside regular school hours at accredited post-secondary institution	Secondary Schools	9/28/1999	The school adopts a policy that denies high school credit for students that take post-secondary courses during an expulsion.
ORC 3313.89	ORC 3314.03(A)(11)(d)		Publication of information regarding online education and career planning tools.	Secondary Schools	9/17/2014	The school provides information regarding online education and career planning tools and website for "Ohio Means Jobs" by April 1st each year.
ORC 3323.04, 3323.05, 3323.051	ORC 3314.19(B)	OAC 3301-51-05	Procedural safeguards	All schools	7/1/2014	The School has written policies and procedures regarding procedural safeguards for students with disabilities approved by OEC and provides services to students with disabilities in a manner consistent with its approved policies.
ORC 3323.04	ORC 3314.19(B)	OAC 3301-51-07	Individualized education program (IEP)	All schools	7/1/2014	The school has written policies and procedures, consistent with law and rule, to ensure an IEP is developed and implemented for each child with a disability.

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ORC 3323.03	ORC 3314.19(B)	OAC 3301-51-06	Evaluations	All schools	7/1/2014	The school follows the State Board of Education standards and procedures for identifying and evaluating students who may have a disability.
ORC 3323.02, 3323.07	ORC 3314.19(B)	OAC 3301-51-04	Confidentiality	All schools	7/1/2014	The School has written policies and procedures to ensure confidentiality of any personally identifiable information, which is approved by OEC, and maintains its records and information about students with disabilities in a manner consistent with its approved policies.
ORC 3323.02, 3323.07	ORC 3314.19(B)	OAC 3301-51-03	Child find	All schools	7/1/2014	The school has written policies and procedures regarding the identification and evaluation of homeless students with disabilities, which is approved by OEC, and identifies and evaluates students with disabilities in a manner consistent with its approved policies.
ORC 3323.02, 3323.07	ORC 3314.19(B)	OAC 3301-51-02	Free appropriate public education	All schools	7/1/2014	The school has written policies and procedures for ensuring a free and appropriate public education is provided, which is

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						approved by OEC, and provides education in a manner consistent with its approved policies.
ORC 3323.02, 3323.04, 3323.07, 3323.11	ORC 3314.19(B)	OAC 3301-51-09	Delivery of services	All schools	7/1/2014	The School has written policies and procedures to ensure that children with disabilities are being educated in the least restrictive environment and ensures students are placed in classes in a manner consistent with its approved policies.
ORC 3323.01, 3301.07, 3323.02, 3323.07	ORC 3314.19(B)	OAC 3301-51-01	Applicability of requirements and definitions	All schools	7/1/2014	The School has written policies and procedures for ensuring compliance with IDEIA, which is approved by OEC, and provides education in a manner consistent with its approved policies.
ORC 3323.19	ORC 3314.19(B)		Comprehensive Eye Exam	All schools	9/24/2012	For any student who is identified with disabilities and who has not had an eye exam within the previous nine months, the school required students to undergo an eye exam within three months of the disability diagnosis and report to the Department as required.

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ORC 3323.14	ORC 3314.19(B)		District of residence to reimburse for excess costs	All schools	9/29/2013	The school ensures that its costs to educate a student for whom the school receives "excess costs" do not exceed the amount received.
ORC 3323.12	ORC 3314.19(B)		Home Instruction	All schools	10/6/2009	If the school had a student who could not attend due to the student's disabilities, the school provided home instruction.
ORC 3323.08	ORC 3314.19(B)		Districts to submit implementation plans - interdistrict contracts	All schools	9/29/2013	The school submitted a plan to the Department for providing education to students with disabilities.
ORC 3323.052	ORC 3314.19(B)		Comparison of parent's and child's rights under state and federal education law and special needs scholarship program	All schools	9/24/2012	The school provides parents with information about the Jon Peterson Special Needs Scholarship program and the Autism Scholarship program as appropriate and specified in ORC 3314.19.

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ORC 3323.031	ORC 3314.19(B)		Annual assessment of reading and writing skills of student with visual disability	All Schools	9/29/2007	The school annually assesses the reading and writing skills of each student with a visual impairment in a medium deemed appropriate by the student's IEP.
ORC 3323.014	ORC 3314.19(B)		Procedure where transition services not provided	All Schools	9/29/2007	The School takes all required steps regarding strategies to meet transition objectives when transition services are not provided by another entity.
ORC 3314.28	ORC 3314.28		Plan by computer-based schools for services to disabled students	Internet or computer based community school	6/30/2005	The School submits its plan to the sponsor for providing special education and related services to students with disabilities.
ORC 3314.061	ORC 3314.061		Community Schools serving autistic and nonhandicapped students	Special Education Community Schools	9/29/2007	A school that simultaneously provides special education and related services to autistic and nondisabled students may enroll students per a ratio described in the school's contract.

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ORC 3313.605	ORC 3314.03(A)(11)(d)		Community service education program	All Schools	10/16/200 9	The School establishes a community service advisory committee with the required membership and adopts a community service plan that was filed with the Department.
ORC 3313.6013	ORC 3314.03(A)(11)(d)		Advanced standing programs for college credit	Grades 9-12	4/4/2007	The School does not charge students a fee or tuition for participating in any advanced standing course, with exceptions as noted in ORC 3313.603.
ORC 3314.38, 3317.23, 3317.24, 3345.86	ORC 3314.38	OAC 3301- 45-03, 3301- 45-04, 3301- 45-07, 3301- 45-08	Student success plan and career counseling	Dropout Prevention and Recovery Program	Current	The School complies with all requirements for the Adult (22+) High School Diploma Program consistent with OAC 3301-45.
ORC 3314.087	ORC 3314.087		Community school student may enroll in career-technical program	All schools	9/29/2013	The School correctly reports students simultaneously enrolled in the school and a career- technical program not offered by the School.

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ORC 3313.90	ORC 3314.086	OAC 3301-61-02, 3301-61-03	Career-technical education plan requirements; Criteria for career-technical programs	Career Tech	3/26/2015	The school's career-technical education plan for students in grades 7 through 12 is approved by the Department timely.
ORC 3313.539	ORC 3314.03(A)(11)(d)		Concussions and School Athletics	All Schools	9/17/2014	The School operates a state approved interscholastic athletic program, using licensed coaches and certificated referees and annually provides concussion information to parents.
3326.032	ORC 3314.03(A)(26)		Designation of STEM school equivalent for community school	STEM equivalent	9/11/2014	The School's curriculum complies with the requirements in ORC 3326.
ORC 3326.03, 3326.032, 3326.04, 3326.09	Not found		Designation of STEM school equivalent for community school	STEM equivalent	9/11/2014	The School complies with all requirements in accordance with receiving a STEM designation.
ORC 3301.0710, 3301.0711, 3301.0712	ORC 3314.03(A)(11)(d)	OAC 3301-13-11	Ohio Graduation Tests; Administration and Grading Assessments; and College and Work Ready Assessments	All schools	7/23/2010	The school complies with Ohio statutory guidelines in administering graduation assessments.

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ORC 3301.0711	ORC 3314.03(A)(11)(d)		Administration and grading of assessments	All schools	8/31/2016	The school provides intervention services to any student who fails to score at least the proficient level on the assessment and for schools that have a 3 year average graduation rate of less than 75%.
ORC 3314.26	ORC 3314.26		Withdrawal of computer-based school student not taking tests	Internet or computer based community school	9/23/2013	The School withdraws any student who failed to participate in the annual administration of any required assessment for two consecutive schools years without excuse.
ORC 3314.25	ORC 3314.25		Computer-based schools to provide location for statewide tests	Internet or computer based community school	10/16/200 9	The School provides students with a location within fifty miles of student's residence at which to complete the statewide achievement and diagnostic assessments.
ORC 3301.0715	ORC 3314.03(A)(11)(d)		District board to administer diagnostic assessment - intervention services	All schools	3/23/2015	The school administers state diagnostic tests to students in required categories and to all students in the appropriate grade level at least once annually, providing the information to parents and the Department.

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ORC 3314.22	ORC 3314.22		Child entitled to computer supplied by the school	All Schools	3/30/2007	Site-based school's provision of a computer: The School provides a computer to students in the same manner as an eSchool, consistent with ORC 3314.22
ORC 3314.22	ORC 3314.22		Child entitled to computer supplied by the school	Internet or computer based community school	3/30/2007	The school provides a computer to students unless waiver conditions are met.
ORC 3312.10	Not found		Agreement with data acquisition site	All schools	3/30/2007	The school entered into an agreement with an ITC.
ORC 3301.075	Not found	OAC 3301-3-06	Responsibilities of an information technology center and a user entity	All Schools	7/27/2015	The School participates as required by its ITC in governance, financial support, professional development, and submission of data.
ORC 3301.075	Not found	OAC 3301-3-03	Information technology center permit eligibility and application	All Schools	5/22/2010	The School and other user entities follow the appropriate procedures outlined in OAC 3301-3-03 to establish an ITC.

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ORC 2151.357, 3301.121, 3313.662, 2151.356	ORC 3314.03(A)(11)(d)		Response respecting sealed records - index - limited inspection	All schools	9/19/2014	The school has adopted policies and procedures regarding the maintenance of records for a delinquent child and related court records.
ORC 1347	ORC 3314.03(A)(11)(d)		Personal information systems	All schools	Current	The school has adopted policies and procedures that provide for the correct operation of personal information systems as detailed in ORC 1347.
ORC 3314.17	ORC 3314.17		Participation of community school in education management information system	All Schools	9/24/2012	The school follows all guidelines and timely submitted complete and accurate EMIS data, using a software package certified by the Department. Each fiscal officer appointed under section 3314.011 of the Revised Code is responsible for annually reporting the community school's data under section 3301.0714 of the Revised Code.
ORC 3314.017	ORC 3314.017		Academic performance rating and report card system	All Schools	9/29/2013	The School administers all required assessments and submits all data required to calculate the report card to the Department.

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ORC 3314.038	ORC 3314.038		Children residing in residential center; reporting	All schools	2/1/2016	A school enrolling students who reside in a residential center annually reports the information to the Department and the Auditor of State.
ORC 3310.42	Not found		Autism scholarship program - data verification code request	All Schools	9/22/2008	The school complies with requests from the Department for the SSID of a student applying for the Autism Scholarship Program.
ORC 3310.11	Not found		Request for data verification code of applicant	All schools	10/16/2009	The school complies with requests from the Department for the SSID of a student applying for the Educational Choice Scholarship Program.
ORC 3310.63	Not found		Requests for data verification code	All Schools	9/29/2011	The school complies with requests from the Department for the SSID of a student applying for the Jon Peterson Special Needs Scholarship Program.
Not found			Implementation of program	Cleveland Area Schools	9/29/2013	The school complies with requests from the Department for the SSID of a student applying for the Cleveland Scholarship Program.

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ORC 3301.948	ORC 3314.03(A)(11)(d)		Provision of data to multi-state consortium prohibited.	All schools	9/17/2014	The community school does not provide student names and addresses to a multi-state consortium.
ORC 3319.321	ORC 3314.03(A)(11)(h)		Confidentiality	All schools	9/29/2007	The School only releases directory information regarding students in the circumstances described in law.
ORC 3314.27	ORC 3314.27		Maximum daily hours by computer-based school student	Internet or computer based community school	2/1/2016	The school maintains student participation records accurately and completely in a form easily provided to the Department upon the request of the Auditor of State.
ORC 3321.19, 3321.191	ORC 3314.03(A)(11)(d)		Examination into cases of truancy-failure of parent, guardian or responsible person to cause child's attendance at school; board to adopt policy regarding habitual truancy - intervention strategies	All schools	1/1/2002	The school provides parents with the proper notice of truancy, utilizes an intervention strategy and/or files a complaint in juvenile court when appropriate for students that are truant. The board is to adopt policy regarding habitual truancy and intervention strategies.

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ORC 3321.18	ORC 3314.03(A)(11)(d)		Enforcement proceedings (truancy)	All schools	9/4/2000	The attendance officer institutes proceedings for violations of compulsory education laws.
ORC 3321.13	ORC 3314.03(A)(11)(d)		Duties of teacher and superintendent upon withdrawal or habitual absence of child from school - forms	All schools	9/29/2013	When students withdraw from the school, the school identified the reason for withdrawal and notified the appropriate parties.
ORC 3321.041	ORC 3314.03(A)(11)(d)		Excused absences for certain extracurricular activities	All schools	10/16/2009	A classroom teacher must accompany any students absent from school for an extracurricular or enrichment activity longer than four consecutive days.
ORC 3313.66	ORC 3314.03(A)(11)(d)		Suspension, expulsion or permanent exclusion - removal from curricular or extracurricular activities.	All schools	9/29/2007	The School complied with all requirements regarding the length of a suspension, expulsions or removal and provided students with the required due process concerning such actions.
ORC 3313.661	ORC 3314.03(A)(11)(d)		Policy regarding suspension, expulsion, removal, and permanent exclusion.	All schools	9/29/2007	The school adopted a policy regarding suspension, expulsion, removal, and permanent exclusion of students fulfilling the requirements in ORC 3313.661.

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ORC 3314.06	ORC 3314.06		Admission procedures	All Schools	9/29/2015	The school has an admission procedures that specify the items outlined in ORC 3314.06
ORC 3314.03	ORC 3314.03, 3314.061		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan	All schools	9/14/2016	The school's admission policy for students residing outside the district of residence is followed.
ORC 3301.0723	ORC 3314.17		Data verification code for younger children receiving state services	All Schools	9/29/2013	The school, when enrolling a student, confirms whether the child has already been assigned an SSID before requesting or assigning a data verification code.
ORC 3314.08, 3317.02, 5753.11	ORC 3314.08	OAC 3301-102-06	Annual enrollment reports; payments from Department and calculating student population	All schools	9/14/2016 and 6/11/2012	The sponsor monitors the school to confirm the school's complete and accurate reporting of student enrollment data used to calculate payments, and reviews the school's borrowing and expenditures for consistency with legal requirements

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ORC 3314.20	ORC 3314.20		Community Schools; enrollment limits	Internet or computer based community school	9/29/2013	For internet or computer based community schools, the school's enrollment limit for each school year is the prescribed annual rate of growth, as calculated by the Department.
ORC 3314.041	ORC 3314.041		Distributing statement concerning state-prescribed testing and compulsory attendance law to parents	All schools	9/26/2003	The school provides the parent, at the time a student is enrolled, with a statement about the requirement for enrolled students to take proficiency tests and other examinations prescribed by law.
ORC 3314.03(A)(7)	ORC 3314.03(A)(7)		Specifications of contract between sponsor and governing authority-specifications of comprehensive plan	All schools	9/14/2016	The school will achieve racial and ethnic balance reflective of the community it serves.
ORC 3313.672	ORC 3314.03(A)(11)(d)		Presenting school records, custody order if applicable and certification of birth by new pupil	All schools	3/23/2015	At the time of initial entry to the school, the school's admissions office collects the documentation required by ORC 3313.672 from new students.

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ORC 3313.662	ORC 3314.03(A)(11)(d)		Adjudication order permanently excluding pupil from public schools.	All schools	9/14/2016	The School did not knowingly admit any student permanently excluded from school attendance by the Superintendent of Public Instruction.
ORC 3313.648	ORC 3314.03(A)(11)(d)		Prohibiting incentives to enroll in district	All schools	4/8/2003	The school did not offer a monetary payment or other in-kind gift to any student or student's family as an incentive for the student to enroll in the school.
ORC 3313.6411	ORC 3314.03(A)(11)(d)		Providing report card to parent	All schools	9/24/2012	The School provides parents or guardians with a copy of the most recent report card during the admissions process.
ORC 3314.271	ORC 3314.271		Orientation course	Internet or computer based community school	2/1/2016	The School complies with all requirements of ORC 3314.271 regarding student orientation and parent involvement
ORC 3321.01	ORC 3314.03(A)(11)(d)		Compulsory school age - requirements for admission to kindergarten or first grade - pupil personnel service committee	K-1st	9/29/2013	The School adopts and follows an admission policy for kindergarten and first grade, consistent with ORC 3321.01.

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ORC 3314.051	ORC 3314.051		Disposal of real property acquired from school district	All Schools	9/29/2011	A school that acquires property from a traditional public district follows notice and pricing requirements per ORC 3314.051 when disposing of the property.
Not found	Found in federal regulations		None; however federal law ESEA and ESSA	All schools		Schools that receive funding under Title I must maintain the required level of expenditures on an annual basis as outlined in federal regulation
ORC 3314.042	ORC 3314.042		Compliance with standards of financial reporting	All schools	9/29/2013	The school reports all financial information in an easily understood format and by the reporting categories and subgroups required by the Department.
ORC 3314.03(15)	ORC 3314.03(15)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan	All schools	9/14/2016	Annually, the school provides a financial plan detailing an estimated budget and the per pupil expenditures.
ORC 117.43	ORC 3314.03(A)(11)(d)	OAC 117-6-01	Chart of accounts - school districts and community schools	All schools	11/16/2015	The schools have maintained financial records in accordance with the uniform school accounting system (USAS).

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ORC 117.38	ORC 3314.03(A)(11)(d)	OAC 117-2-03	Annual financial reports	All schools	5/5/2016	The Schools filed annual financial reports with the Auditor of State that are prepared using generally accepted accounting principles.
ORC 3314.50	ORC 3314.50		Community School; bond	All Schools	2/1/2016	The school posts a bond, guarantee or cash deposit in an amount of \$50,000 with the Auditor of State.
ORC 3317.25	ORC 3314.08(C)		Spending of economically disadvantaged funds	All Schools	9/14/2016	The school spends economically disadvantaged funds in accordance with the allowances under ORC 3317.25. At the end of each fiscal year, each city, local, exempted village, or joint vocational school district, community school, and STEM school shall submit a report to the Ohio Department of Education describing the initiative or initiatives on which the district's or school's economically disadvantaged funds were spent during that fiscal year.

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ORC 3314.03(11)(b)	ORC 3314.03(A)(11)(b)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan	All schools	9/14/2016	The school has liability insurance sufficient to cover any risks to the school.
ORC 3317.051	Not found		Approval of funding for combined or partial units	All Schools	9/29/2015	A school district has assigned gifted unit funding to the community school as part of an arrangement to provide services to the district.
ORC 2915.092	Not found		Raffles - Illegal conduct of raffle - penalties	All Schools	9/30/2004	The school does not conduct illegal raffles
ORC 3323.13	ORC 3314.19(B)		Special education from another district - payment by district of residence	All schools	9/29/2015	The school follows all requirements of ORC 3323.13 regarding payments and participation of the student's district of residence for a child with an IEP.

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ORC 3314.51	ORC 3314.51		Unauditable community school	All Schools	3/23/2015	If the Auditor of State or a public accountant, under section 117.41 of the Revised Code, declares a community school to be unauditable the governing authority of the school shall suspend the fiscal officer until the Auditor of State or a public accountant has completed an audit of the school, except that if the school has an operator and the operator employs the fiscal officer, the operator shall suspend the fiscal officer for that period. Suspension of the fiscal officer may be with or without pay, as determined by the entity imposing the suspension based on the circumstances that prompted the auditor of state's declaration.
ORC 3313.90, 3317.022	ORC 3314.086	OAC 3301-61-16	Use of career-technical education supplemental funds and career-technical associated services funds	Career Tech	3/26/2015	The school complies with plan, expenditure and reporting requirements pertaining to its receipt of career-technical education funding.

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ORC 3314.074	ORC 3314.074		Distributing assets of school permanently closed	All schools	2/1/2016	If a community school permanently closes the assets of the school will be distributed. Any remaining funds shall be paid to the Ohio Department of Education for redistribution to the school districts in which the students who were enrolled in the school at the time it ceased operation were entitled to attend school under section 3313.64 or 3313.65 of the Revised Code. The amount distributed to each school district shall be proportional to the district's share of the total enrollment in the community school.
ORC 3314.023, cont.	ORC 3314.023, cont.		Monitoring, oversight, and technical assistance; school closure	All schools	2/1/2016	If a community school closes or is permanently closed, the designated fiscal officer shall deliver all financial and enrollment records to the school's sponsor within 30 days of the school's closure
ORC 3314.011	ORC 3314.011		Designated fiscal officer - bond - licensing	All Schools	2/1/2016	The school's fiscal officer is hired consistent with the requirements of ORC 3314.011.

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	ORC 3314.011		Designated Fiscal Officer Bond-licensing	All Schools	2/1/2016	The Governing Authority of a community school adopted a resolution waiving the requirement that the governing authority is the party responsible to employ or contract with the designated fiscal officer and the school's sponsor approves the resolution. A new resolution is required for each year the authority wishes to waive this requirement and the sponsor approves each resolution.
ORC 5705.391	ORC 3314.03(A)(11)(d)		Board of education spending plan	All schools	9/29/2005	The school submitted a five-year forecast to the Department and upon notification of a potential deficit, took immediate steps to eliminate any deficit in the current fiscal year and began plans to avoid projected future deficits.

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ORC 3314.024	ORC 3314.024		Detailed accounting by management company; categories of expenses	All Schools	2/1/2016	The school receives a detailed financial accounting from its management company if the management company receives more than 20 percent of the annual gross revenues of a community school, consistent with the requirements of ORC 3314.024. A management company that receives more than 20 percent of the annual gross revenues of a community school shall provide a detailed accounting including the nature and costs of goods and services it provides to the community school.
ORC 3309.013	ORC 3314.10		Exclusions from definition of employee under ORC section 3309.01	All Schools	12/22/2015	The school does not make contributions to SERS for certain employees if the operator withholds and pays employee and employer taxes pursuant to 26 USC 3101(a) and 26 USC 3111(a).
ORC 3314.401	ORC 3314.401		Employee investigation report kept in personnel file	All Schools	9/12/2008	The school maintained reports of its investigations into the conditions described in ORC 3314.40(B) in the employee's personnel file.

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ORC 3314.101	ORC 3314.101		Suspension of employee pending criminal action	All schools	9/12/2008	The school will suspend a person from all duties that require the care, custody, or control of a child during the pendency of the criminal action against the person
ORC 117	ORC 3314.03(A)(11)(d)		Chapter 117 Notes	All schools	Current	The school is in compliance with audit requirements and new employees are provided the means of reporting fraud.
ORC 2744	ORC 3314.03(A)(11)(d)		Political Subdivision Tort Liability	All schools	Current	The school provides for the defense of an employee in specific situations outlined in ORC 2744.
ORC 2313.19	ORC 3314.03(A)(11)(d)		Employer may not penalize employee for being called to jury duty	All schools	5/22/2012	School's policy, procedures and practice demonstrate that an employee is not penalized for being called to jury duty.
ORC 3323.11	ORC 3314.19(B)		Employment and qualifications of necessary personnel	All schools	9/29/2007	The school's special education teacher(s) hold a bachelor's degree, a special education teacher license without waivers for emergency, temporary or provisional basis, and, if teaching core subjects, holds a degree in the core

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						subject or passed Ohio's content knowledge assessment.
ORC 9.91	ORC 3314.03(A)(11)(d)		Placement or purchase of tax-sheltered annuity for educational employees	All Schools	9/15/2014	The school allows employees to designate the licensed agent, broker, or company through whom the placement or purchase of a tax-sheltered annuity is arranged, consistent with ORC 9.91.
ORC 3319.58	Not found		Retesting teachers in low performance schools	All Schools	9/29/2013	The school timely administered the content knowledge assessments for teachers in a manner consistent with ORC 3319.58.
ORC 3319.223	ORC 3314.03(A)	OAC 3301-24-04	Teacher residency	All Schools	1/31/2014	The School's resident educator program complies with the requirement in OAC 3301-24-04.
ORC 3319.22	ORC 3314.03(A)(10)		LPDC (Standards and requirements for educator licenses - local professional development committee)	All schools	9/29/2015	The school has a local professional development committee to determine coursework and other professional development needed by licensed educators

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						to satisfy the renewal of such licenses.
ORC 3319.22 - 3319.31	ORC 3314.03(A)	OAC 3301-23-44, 3301-24-13, 3301-24-14, 3301-25-01, 3301-25-02, 3301-25-03, 3301-25-04, 3301-25-05, 3301-25-07, 3301-25-08, 3301-25-09	Teacher licenses	All schools	Current	All school teachers, aides, and providers are properly licensed by the State Board of Education.
ORC 4141	ORC 3314.03(A)(11)(d)		Unemployment Compensation	All schools	Current	The School maintains true and accurate employment and payroll records.

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ORC 4113.52	ORC 3314.03(A)(11)(d)		Reporting violation of law by employer or fellow employee	All schools	5/2/2006	The school did not take any disciplinary or retaliatory action against an employee for reporting a violation of any criminal offense that is likely to cause an imminent risk of physical harm to persons or a hazard to public health or safety, a felony, or an improper solicitation for contribution.
ORC 4112	ORC 3314.03(A)(11)(d)		Civil Rights Commission	All schools	Current	The school did not discriminate against employees, prospective employees, vendors or prospective vendors on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry. The school did not request, make or keep records of, use on an application form, print or publish, announce a policy using a quota system, or utilize in recruitment or hiring any information concerning the race, color, religion, sex, military status, national origin, disability, age, or ancestry of an employee or prospective employee, except as certified in advance as a bona fide occupational qualification by the

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						Ohio Civil Rights Commission.
ORC 3319.303	Not found, but covered in ORC 3314.03(A)(10)	OAC 3301-27-01	Qualifications to direct, supervise, or coach a pupil activity program	All Schools	4/22/2016	All coaches as defined in ORC 3319.303, employed by the School have been issued a pupil-activity permit by the State Board of Education.
ORC 3319.088	Not found, but similar provision in ORC 3314.03(G)	OAC 3301-25-01, 3301-25-02, 3301-25-03, 2201-25-04	Educational aide permits	All Schools	1/2/2/10	The school is in compliance with all requirements established by the Department for issuing and renewing educational aide permits.
ORC 3314.03(A)(12)	ORC 3314.03(A)(12)		Specifications of contract between sponsor and governing authority-specifications of comprehensive plan	All schools	9/14/2016	The contract with the sponsor must provide for arrangements for health and other benefits for school employees.

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ORC 3319.27	ORC 3314.03(A)	OAC 3301-24-11	Alternative principal license	All Schools	10/30/2015	The School provides resources necessary for individuals with an alternative principal license to fulfill licensure requirements.
ORC 4167	ORC 3314.03(A)(11)(d)		Public employment risk reduction program	All schools	Current	The school is in compliance with Ohio employment risk reduction laws, standards, rules, and orders applicable to public employers, or has been granted a variance from the standard or provision by the Bureau of Workers' Compensation.
ORC 4123, ORC 4123.35	ORC 3314.03(A)(11)(d)		Worker's compensation	All schools	8/31/2016	The school is current in their workers' compensation premiums and have a current certificate indicating compliance.
ORC 3314.41	ORC 3314.41		Criminal records check of private contract employee	All Schools	9/12/2008	The school performed a criminal records check for any person who is an employee of a private company that provides the school with services.
ORC 3319.31, 3319.311, 3319.39, 3319.391	ORC 3314.03(A)	OAC 3301-20-03	Employment of non-licensed individuals with certain criminal convictions	All schools	8/27/2009	The school has a current criminal background check on file for each of its non-licensed employees, employs no such employees convicted of a non-rehabilitative

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						offense, and maintains evidence of rehabilitation for any such employees convicted of a rehabilitative offense.
ORC 3319.31, 3319.311, 3319.39, 3319.391	ORC 3314.03(A)	OAC 3301-20-03	Employment of non-licensed individuals with certain criminal convictions	All schools	8/27/2009	The school has a current criminal background check on file for each of its non-licensed employees, employs no such employees convicted of a non-rehabilitative offense, and maintains evidence of rehabilitation for any such employees convicted of a rehabilitative offense.
ORC 3319.31, 3319.311, 3319.39, 3319.391	ORC 3314.03(A)	OAC 3301-20-03	Employment of non-licensed individuals with certain criminal convictions	All schools	8/27/2009	The school has a current criminal background check on file for each of its non-licensed employees, employs no such employees convicted of a non-rehabilitative offense, and maintains evidence of rehabilitation for any such employees convicted of a rehabilitative offense.

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ORC 3319.291, 3319.31, 3319.311, 3319.39	ORC 3314.03(A)	OAC 3301- 20-01	Employment of individuals in positions that require a license and licensure of individuals with certain criminal convictions or other alternative dispositions	All schools	3/27/2014	The school has a current criminal background check on file for each of its licensed employees.
ORC 3301.541	ORC 3314.03(A)(11)(j)		Criminal records check	Preschools	9/29/2015	The School conducts a criminal records check for all employees working in the preschool.
ORC 3314.10	ORC 3314.10		Teachers and nonteaching employees	All schools	2/1/2016	The school acknowledges the rights of any school employees to organize and collectively bargain and monitors employment practices accordingly.
ORC 3314.03(A)(1 7)	ORC 3314.03(A)(17)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan	Conversion Community School	9/14/2016	For conversion schools, duties or responsibilities are delegated to the governing authority of the community school with respect to all or any specified group of employees provided the delegation is not prohibited by a collective bargaining agreement applicable to such employees

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ORC 4117.10	ORC 3314.10		Terms of the agreement	All Schools	9/29/2015	The school's governing authority receives a copy of the collective bargaining agreement within 14 days of the parties finalizing it.
ORC 4117.08	ORC 3314.10		Matters subject to collective bargaining	All Schools	9/29/2007	The School agrees to bargain on wages, hours, terms and other conditions of employment, and the rating of candidates for positions.
ORC 4117.04	ORC 3314.10		Public employers exclusive representative	All Schools	9/29/1995	The school bargains collectively with the exclusive employee organization certified by the State Employment Relations for a period of at least 12 months from certification.
ORC 3314.102	ORC 3314.102		Removal of conversion community school employees from collective bargaining unit.	Conversion Community School for which an academic distress commission has been established	10/15/2015	The School operates accordingly, when the state employment board approves a request to void a collective bargaining agreement in place at the School.

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ORC 2921.44	Not found		Dereliction of duty	All schools	6/8/2000	The school treasurer/fiscal officer has never been convicted of dereliction of duty or the conviction occurred more than four years ago and the individual has fulfilled any repayment or restitution requirements.
ORC 3301.53	ORC 3314.03(A)(11)(j)		Rules for minimum standards for preschool programs	Preschools	9/29/2015	The school's preschool program director or administrator holds a valid educator license, along with required coursework per ORC 3301.53.
ORC 3314.40	ORC 3314.40		Report of employee conviction or alternative disposition	All Schools	9/12/2008	The school submits to superintendent of public instruction information about any employee who is subject to a condition described in ORC 3314.40(B).
ORC 3319.39, 3319.391, 3327.10, 4511.76	ORC 3314.03(A)(11)(d)	OAC 3301-83-23	Employment of school bus and van drivers with certain criminal convictions	All Schools	2/14/2013	The School's employment of bus drivers follows all requirements of OAC 3301-83-23 regarding criminal convictions.
ORC 4511.76	Not found	OAC 3301-83-10	Personnel training program	All Schools	7/25/2013	All bus drivers received a criminal background check and are in compliance with all training and certificate requirements.

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ORC 3327.10, 4511.76	ORC 3314.091(E)	OAC 3301-83-06	Qualifications of drivers	Schools with transportation	9/29/2013	All pupil transportation employees or contractors meet the requirements in OAC 3301-83-06, (e.g., criminal background checks, licensing, training).
3327.01, 4511.01	ORC 3314.091(E)	OAC 3301-83-07	Transportation of pupils physical requirements	Schools with transportation	9/29/2015	School bus drivers meet all physical requirements.
ORC 3314.034	ORC 3314.034		Conditions which would prohibit contract with new sponsor	All Schools	2/1/2016	When changing sponsors the school contracts with a new sponsor rated effective or higher, unless otherwise approved by the Department or through an appeal to the State Board of Education.
ORC 3314.05	ORC 3314.05		Specification of use and acquisition of facilities	All Schools	9/29/2015	The contract for the sponsor specifies multiple facilities to be used by the school; statutory limitations on use of multiple facilities; and exceptions to being established in more than one school district.
ORC 3314.03(C)	ORC 3314.03(C)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan	All schools	9/14/2016	The school paid the sponsor no more than 3% of the total amount received from the state for operations.

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ORC 3314.02(E)(5)	ORC 3314.02(E)(5)		Proposal for converting public school to community school	All schools	2/1/2016	The governing authority of a startup or conversion community school may provide by resolution for the compensation for its members.
ORC 3314.035	ORC 3314.035		Publication of names of members of governing authority	All schools	2/1/2016	The school shall post on the school's website the names of the school's governing authority and provides, upon request, the name and address of each member of the governing authority to the sponsor of the school and the Ohio Department of Education.
ORC 3314.032	ORC 3314.032		Contents of contract between governing authority and operator	All schools	2/1/2016	The school's contract with its operator contains criteria for termination as well as other stipulations, consistent with ORC 3314.032.
ORC 3314.03(A)(9)	ORC 3314.03(A)(9)		Specifications of contract between sponsor and governing authority-specifications of comprehensive plan	All schools	9/14/2016	The school's information about its facility, description of the facility, costs of leasing the facility, annual mortgage principal and interests, landlord information and relationship to the school's operator, if relevant, is described in the contract's addendum, accurately and completely.

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ORC 2921.42	ORC 3314.03(A)(11)(e)		Having an unlawful interest in a public contract	All schools	9/29/2007	The school's governing authority members have no interest in a public contract in which the member, any of the member's family or business associates also has an interest during the time the member holds his/her position and within one year of leaving the position, with certain narrow and specific exceptions.
ORC 3313.131	Not found, but same provision in RC 3314.02(C)(8)		Member of governing authority of community school prohibited from membership on board of education	All schools	2/1/2016	No member of the governing authority is also a member of a district school board.
ORC 1702	ORC 3314.03(A)(1)		Nonprofit corporation law definitions	All schools	Current	The school was established as either a nonprofit corporation or a public benefit corporation, depending upon the date of its creation, and maintains that standing in compliance with requirements of law.
ORC 3314.036	ORC 3314.036		Employment of attorney	All schools	2/1/2016	The school employs an attorney, independent from the school's sponsor or the operator, for any services related to the negotiation of the community school's contract with the sponsor or the school's contract with the operator.

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ORC 3314.03(B)	ORC 3314.03(B)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan	All schools	9/14/2016	The school provides the sponsor with a comprehensive plan describing the governance, management, administration, instructional program, educational philosophy, and financial controls of the school.
ORC 3314.03(A)(18)	ORC 3314.03(A)(18)		Specifications of contract between sponsor and governing authority- specifications of comprehensive plan	All schools	9/14/2016	The school and sponsor agree upon procedures for resolving potential disputes between the two parties.
ORC 121.22	ORC 3314.03(A)(11)(d)		Public meetings - exceptions	All schools	9/29/2015	The school's meetings of its governing authority are public meetings, provide public advance notice, and follow all laws with respect to proper public meeting protocol.
ORC 4117.14	ORC 3314.10		Settlement of dispute between exclusive representative and public employer - procedures	All Schools	9/29/2013	Before terminating, modifying or renegotiating its collective bargaining agreement, the school follows all procedures required in ORC 4117.14.

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ORC 102	ORC 3314.03(A)(11)(e)		Public Officers - Ethics	All schools	Current	The School's governing authority, administrative officers and employees comply with the requirements outlined in Chapter 102 regarding ethics obligation of public officials and public employees.
ORC 3314.037	ORC 3314.037		Training on public records and open meetings laws	All schools	2/1/2016	The school's governing authority members, fiscal officer, administrators and supervisory staff are annually trained on the public records and open meetings laws.
ORC 149.43	ORC 3314.03(A)(1)		Availability of public records for inspection and copying	All schools	9/29/2015	The school fills public records requests timely and at least one person, as designated by the school, has attended training approved by the attorney general about the school's obligations pertaining to public records.
ORC 3313.718	ORC 3314.03(A)(11)(d)		Possession and use of Epinephrine auto injector to treat anaphylaxis	All schools	4/21/2014	The School allows students in the school to possess and use epinephrine auto injectors provided certain conditions are met.

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ORC 3313.71	ORC 3314.03(A)(11)(d)		Examinations and diagnoses by school physician	All schools	9/10/2012	The school provided and required tests for examination for tuberculosis for pupils in certain grades and of school employees as may be required by the director of health.
ORC 3313.673	ORC 3314.03(A)(11)(d)		Screening of beginning pupils for special learning needs	All schools	4/26/1990	The school screened pupils enrolled in either kindergarten or first grade prior to Nov. 1 for hearing, vision, speech and communications, or medical problems and developmental disorders.
ORC 3313.67, 3313.671	ORC 3314.03(A)(11)(d)		Proof of required immunizations - exceptions.	All schools	10/15/2015	The School maintains immunization records for students, reports a summary of those records to the Director of Health.
ORC 3313.719	ORC 3314.03(A)(11)(d)		Food allergy protection policy	All Schools	10/16/2009	The school adopts a policy to protect students with peanut or other food allergies.
ORC 2151.421, 5120.173, 4731.15, 3107, 5103	ORC 3314.03(A)(11)(d)		Reporting child abuse or neglect	All schools	9/29/2015	The school has adopted policies and procedures regarding child abuse reporting and training of all staff and volunteers as to their obligation to report and consequences for failure to do so.

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ORC 3313.716	ORC 3314.14		Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms.	All schools	11/3/1999	The school allows students in the school to use a metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms.
ORC 3313.7112, 3313.713	ORC 3314.03(A)(11)(d)		Diabetes care for enrolled students; Policy for employees to administer drugs prescribed by physicians to students	All schools	9/11/2014	The School ensured that each student enrolled who has diabetes received appropriate and needed care. The school shall adopt a policy on authority of its employees to administer drugs in situations outlined in statute.
ORC 3313.68, 3313.69 and 3313.50	ORC 3314.03(A)(11)(d)		hearing and visual tests of school children and reporting	All schools	10/1/1953	The School provided a system of medical or dental inspection which shall include tests to determine the existence of hearing and visual defects in enrolled students.
ORC 5164.02	Not found	OAC 5160-35-02	Qualifications to be a Medicaid school program (MSP) provider	All Schools	4/1/2015	The School has a current valid Medicaid provider agreement and is in compliance with all requirements for being a Medicaid School Program (MSP) provider.
ORC 3314.16	ORC 3314.16		Placement of automated external defibrillator in schools-staff training-qualified immunity	All Schools	8/27/2004	The School's staff successfully completed training offered or approved by a nationally recognized organization and maintained the defibrillator per

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						manufacturer's guidelines.
ORC 3314.15	ORC 3314.15		Body mass index and weight status category screening	All Schools	9/24/2012	A community school may screen students for body mass index and weight status category. If a governing authority elects to require the screenings, it will comply with ORC section 3313.674
ORC 3314.144	ORC 3314.144		Procurement of inhalers by community school	All Schools	2/1/2016	With governing board approval, the school may procure inhalers and must maintain records of use and procurement, per ORC 3314.144.
ORC 3314.143	ORC 3314.143		Procurement of epinephrine autoinjectors for community schools	All Schools	9/8/2016	With governing board approval, the school may procure epinephrine autoinjectors and must maintain records of use and procurement, per ORC 3314.143.
ORC 921.18, 921.06	Not found	OAC 901:5-11-15	Pesticide use in schools	All schools	10/15/2015	The school has complied with the rules governing the use of pesticides on school grounds, maintains records of its use of pesticides, and notifies parents and students of pesticide use.

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ORC 3742	ORC 3314.03(A)(11)(d)		Lead Abatement	All schools	Current	The school does not apply lead-based paint and complies with all orders and requirements for inspection, maintenance, and prevention of lead-based poisoning.
ORC 3319.41	ORC 3314.03(A)(11)(d)		Corporal punishment policy	All schools	10/16/2009	The School employed or engaged no teacher, principal, administrator, nonlicensed school employee or bus driver in a public school that inflicted corporal punishment as a means of discipline upon a pupil attending the school.
ORC 3313.96	ORC 3314.03(A)(11)(d)		Informational programs relative to missing children - fingerprinting program	All schools	9/29/1995	The School developed informational programs for students, parents and community members relative to missing children issues and matters.
ORC 3313.86	ORC 3314.03(A)(11)(d)		Health and safety review	All schools	10/16/2009	The School has reviewed policies and procedures to ensure safety of students, employees and other persons using a school building from any known hazards in the building or on building grounds that pose an immediate risk to health or safety.

Attachment 3: List of Laws and Rules

ORC 3313.643	ORC 3314.03(A)(11)(d)		Regulations and requirements regarding eye protective devices	All Schools	11/3/1989	The School requires teachers and students to wear industrial quality eye protective devices when participating or observing in any of the activities described in ORC 3313.643.
ORC 3781.106	Not found		Devices to regulate ingress and egress through doors in school buildings	All Schools	9/29/2015	The School complies with OAC 4101:1-10-01 when installing devices to block doorways during emergencies and has trained staff on the use of such devices.
ORC 3734.62	Not found		Purchase of mercury-added measuring device for classroom use	All schools	4/4/2007	The school does not use any mercury or mercury-added measurement devices in the classroom that were purchased after April 4, 2007.
ORC 3313.536	ORC 3314.03(A)(11)(d)	OAC 3301-5-01	Emergency management plan	All schools	12/25/2014	The school timely submitted an emergency management plan in the form required by the Department and the plan was approved.
ORC 3313.667	ORC 3314.03(A)(11)(d)		District bullying prevention initiatives.	All Schools	3/30/2007	The school uses any state or federal funds appropriated for bullying prevention to provide training, workshops, or courses on the harassment, intimidation, or bullying policies.

Attachment 3: List of Laws and Rules

ORC 3313.666	ORC 3314.03(A)(11)(d)		District policy prohibiting harassment, intimidation, or bullying required.	All schools	3/30/2007	The School adopted the required policy prohibiting harassment, intimidation and bullying.
ORC 3313.814, 3313.816, 3313.817	ORC 3314.03(A)(11)(d)	OAC 3301- 91-09	Guidance for approving food to be sold in schools	All Schools	4/26/2012	The School implements its adopted standards and policy governing the approval of food and beverages sold at school.
ORC 3313.816	ORC 3314.03(A)(11)(d)		Sale of a la carte beverage items	All Schools	9/24/2012	The School does not permit the sale of an a la carte beverage during the regular and extended school day other than those detailed in ORC 3313.816
ORC 3313.815	3314.815		Employee trained in Heimlich maneuver to be present while students served food	Schools with food service	9/6/2002	At least one employee must be present while students are being served food that has received instruction in methods to prevent choking and has demonstrated an ability to perform the Heimlich maneuver
ORC 3313.813, 3317.024	ORC 3314.18	OAC 3301- 91-03	Report required	Schools with food service	3/26/2015	The School timely reports the number of free lunches served each month.

Attachment 3: List of Laws and Rules

ORC 3313.817	ORC 3314.03(A)(11)(d)		A la carte foods; determination of nutritional value; software.	Schools with food service	7/1/2011	Schools that receive the Department's computer software for assessing the nutritional value of foods follow prescribed guidelines.
ORC 3313.814	ORC 3314.03(A)(11)(d)		Standards governing types of foods and beverages sold on school premises.	Schools with food service	7/1/2011	The School adopts and enforces nutrition standards governing types of food and beverages that may be sold on school premises.
ORC 3314.18	ORC 3314.18		Breakfast and lunch programs - Summer Extension	Schools with food service	9/24/2012	The school provides breakfast and/or lunch during the summer if at least one-fifth of the pupils are eligible under federal guidelines.
ORC 3327.14, 3327.15, 4511.76	Not found, but similar provisions in RC 3314.091	OAC 3301-83-24	School transportation fees	All Schools	7/25/2013	The School does not charge students fees for routine pupil transportation or nonroutine transportation that occurs during the school day.
ORC 3314.092	ORC 3314.092		Consultation with board regarding changes in schedule	All schools	7/1/2014	The School consults with the school district(s) providing transportation for its students before it makes changes to its calendar or hours of operation.

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ORC 3314.091	ORC 3314.091, 3327.10		Transportation of native students provided by community school - agreement	All Schools	9/29/2015	The School complies with all laws and rules governing student transportation, including proper use of funds.
ORC 3301.07, 4511.76	ORC 3314.03(A)(11)(d)	OAC 3301- 83-15	Emergency and evacuation procedures	All schools	10/1/2004	The School adopts a policy for handling emergencies on school buses and held trains drivers and students accordingly.
ORC 3301.07, 4511.76	ORC 3314.03(A)(11)(d)	OAC 3301- 83-11	School bus inspections	All schools	10/1/2004	The School's buses have a valid safety inspection and all drivers complete and document a daily pre-trip inspection.
ORC 3301.07, 3327.01, 4511.76	ORC 3314.03(A)(11)(d)	OAC 3301- 83-20	General rules	All schools	10/1/2004	The School adopts a policy that requires compliance with various bus usage requirements listed in OAC 3301-83-20.
ORC 4511.76	Not found	OAC 3301- 83-22	Vehicle maintenance	All schools	10/1/2004	The School's buses have a current inspection sticker from the Ohio Department of Public Safety and any accidents are reported to the Ohio State Highway patrol as required.

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ORC 4511.76	Not found	OAC 3301-83-17	Authorized and unauthorized passengers	All Schools	7/25/2013	The school only transports eligible riders.
ORC 4511.76	Not found	OAC 3301-83-01	Calculation of pupil transportation operation payments	All Schools	5/19/2006	The School timely filed its annual report regarding pupil transportation and timely reported any adjustments.
ORC 3327.16, 4511.76	ORC 3314.091(E)	OAC 3301-83-09	Volunteer bus rider assistance program - program for pupils offered school bus transportation.	Schools with transportation	9/29/2007	The superintendent may establish a volunteer bus rider assistance program
3327.15, 4511.76	ORC 3314.091(E)	OAC 3301-83-16	Use of vehicles outside state	Schools with transportation	1/31/1980	The School follows requirements for trip permits for any non-routine use of a school bus and for approved out-of-state trips.
ORC 3327.08, 3327.09, 4511.76	ORC 3314.091(E)	OAC 3301-83-19	Purchase of school buses and other transportation equipment	Schools with transportation	10/21/1997	Boards of education may purchase on individual contract school buses and other equipment used in transporting children to and from school and to other functions as authorized by the boards, or the boards, at their discretion, may

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						purchase the buses and equipment through any system of centralized purchasing established by the state department of education for that purpose, provided that state subsidy payments shall be based on the amount of the lowest price available to the boards by either method of purchase.
ORC 3327.01, 4511.76	ORC 3314.091(E)	OAC 3301-83-14	Records and reports	Schools with transportation	7/1/2012	The School maintains the records required by OAC 3301-83-14.
ORC 3327.01, 4511.76	ORC 3314.091(E)	OAC 3301-83-08	Pupil transportation management policies	Schools with transportation	3/25/2010	The School maintains the pupil transportation management policies described in OAC 3301-83-08.
ORC 3327.01, 4511.76	ORC 3314.091(E)	OAC 3301-51-10	Transportation of children with disabilities	Schools with transportation	7/25/2013	The School consulted with transportation personnel and provided transportation in a manner consistent with the IEP.

Attachment 3: List of Laws and Rules

ORC 3327.01, 3327.12, 4511.76	ORC 3314.091(E)	OAC 3301- 83-13	School bus routes and stops	Schools with transportati on	7/1/2012	The Schools setting of bus stops and time schedules is timely and consistent with safety regulations described in OAC 3301-83-13.
ORC 3365.08	ORC 3314.03(A)(11)(d)		Financial aid ineligibility; transportation reimbursement	Schools with transportati on	9/17/2014	The school follows processes and requirements of ORC 3365.08 regarding student financial aid ineligibility and transportation reimbursement.
ORC 3301.07, 3319.03, 3319.46, 3326.11, 3328.24	ORC 3314.03(A)(11)(d)	OAC 3301- 35-15	Standards for the implementation of positive behavior intervention supports and the use of restraint and seclusion	All schools	6/22/2015	The School has adopted a policy on positive behavior intervention and supports that complies with the requirements in OAC 3301-35-15.
ORC 3313.609	ORC 3314.03(A)(11)(d)		Grade promotion and retention policy	All schools	7/1/1998	The School adopted a grade promotion and retention policy that prohibits the promotion of a student to the next grade level if the student has been truant for more than 10% of the required attendance days of the current school year and failed two or more of the required curriculum subject areas, unless the student's principal and teachers of any failed subject areas agree the student is academically

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						prepared for the next grade level.
ORC 3313.472	ORC 3314.03(A)(11)(d)		Policy on parental and foster caregiver involvement in schools	All schools	4/4/2007	The school has a policy on parental involvement in the school and that policy includes foster caregivers. The policy follows state board of education recommendations.
ORC 3302.16, 3302.17, 3302.18	Not found		Community learning centers; written consent required	All Schools	10/15/2015	The School is in compliance with all requirements for establishing a community learning center.
ORC 3314.02(B)	ORC 3314.02(B)		Proposal for converting public school to community school	All schools	2/1/2016	Any person or group of individuals may initially propose under this division the conversion of all or a portion of a public school or ESC to a community school. The proposal shall be made to the board of education of the city, local, exempted village, or joint vocational school district in

Attachment 3: List of Laws and Rules

						which the public school is proposed to be converted.
ORC 3314.24	ORC 3314.24		No contracts for facility space after 7-1-04	Internet or computer based community school	9/29/2005	No internet or computer based community school may enter into a contract with a nonpublic school to use or rent any facility space at the nonpublic school for instructional services
ORC 109.65	ORC 3314.03(A)(11)(d)		Missing children clearing house-missing children fund	All schools	7/1/2000	The school participates in the missing children clearing house and understands its obligation to notify the missing children clearinghouse and law enforcement.
ORC 3314.352	ORC 3314.352		Reopening under new name	All Schools	9/17/2014	A community school that is permanently closed may be reopened under another name if following the requirements of statute.
ORC 3311.742	Not found		Municipal school district student advisory committees	Secondary Schools	10/1/2012	The school timely established and implemented the student advisory committee in a manner consistent with law.

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ORC 3313.80	ORC 3314.03(A)(11)(d)		Display of the national flag	Site-Based Community Schools	10/1/1953	The school displays a U.S. flag, not less than five feet in length, when school is in session.
ORC 3313.801	ORC 3314.03(A)(11)(h)		3313.801 Display of national and Ohio mottoes.	Site-Based Community Schools	10/12/2006	If a copy of the official motto of the USA or Ohio is donated to the school, the school accepts the donation and displays the motto as prescribed in ORC 3313.801



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Mr. Dale Cook, Board President
Mr. Alvaro DeCola
Mr. Jeff Hostetler
Mrs. Jill Pildner
Mrs. Michele Urdiales
Mrs. Sondra Clevenger, Board Treasurer

**Governing Authority Signed Statement
Ohio Ethics Law — Board member understanding**

As a member of the Governing Board of Greater Summit County Early Learning Center, I understand that in my role and responsibility, I must follow Ohio Ethics Laws.

Board members are prohibited from:

- A. Authorizing a contract or using authority to secure authorization of a contract for self, family, business associates — ORC 102.04
- B. Soliciting or accepting things of value — ORC 102.03 (D) (E) (F)
- C. Disclosing or using confidential information — ORC 102.3 (B)
- D. Receiving additional compensation for performance of official duties — ORC 2921.43 (A)
- E. Representing parties on matters in which public servant involved — ORC 102.03(A)
- F. Participating in matters where public servant has a conflict of interest — i.e., where something of value will result for self, family members, others — ORC 102.03 (D) (E) (F)

Printed Name: Sondra Clevenger - Treasurer
Signature: *Sondra Clevenger*
Date: 1/12/16



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Printed Name: Alvaro DeCola
Signature: [Signature]
Date: 01/12/16



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Printed Name: JEFFERY W HOSTETLER
Signature: *Jeffery W Hostetler*
Date: 1/12/16



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- D. Receiving additional compensation for performance of official duties — ORC 2921.43 (A)
- E. Representing parties on matters in which public servant involved — ORC 102.03(A)
- F. Participating in matters where public servant has a conflict of interest — i.e., where something of value will result for self, family members, others — ORC 102.03 (D) (E) (F)

Printed Name: Michele Urdiales
Signature: Michele Urdiales
Date: 1-15-16

Attachment 5

Attachment 5: Education Service Provider (ESP) Agreement Guidelines

1. The maximum term of an ESP agreement must not exceed the term of the community school contract. After the second year that the ESP agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. ESP agreements must be negotiated at 'arms-length.' The community school's board and ESP must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the ESP 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 ESP 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 ESP 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 ESP 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. ESP agreements must contain at least one of the following methods for paying fees or expenses: 1) the community school board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the board; or 2) the community school board may advance funds to the ESP for the fees or expenses associated with the community school's operation provided that documentation for the fees and expenses are provided for community school board ratification.
7. ESP 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 ESP agreement shall restrict the Sponsor's access to the community school's records.
8. ESP agreements must contain a provision that all finance and other records of the ESP related to the community school will be made available to the community school's independent auditor.
9. The ESP agreement must not permit the ESP to select and retain the independent auditor for the community school.
10. If an ESP purchases equipment, materials and supplies on behalf of or as the agent of the community school, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the community school.
11. ESP agreements shall contain a provision that if the ESP procures equipment, materials and supplies at the request of or on behalf of the community school, the ESP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
12. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the community school board and the ESP to curriculum or educational materials. At a minimum, ESP 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 ESP at the direction of the community school governing board with community school funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the community school's proprietary rights over curriculum or educational materials that are

developed by the ESP 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 ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the community school are subject to state disclosure laws and the Open Records Act.

13. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the community school. If the ESP leases employees to the community school, the ESP 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. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP'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 ESP or the school.

15. 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 ESP.

16. 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 ESP, then such agreements must be separately documented and not be a part of or incorporated into the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school.

Attachment 6

Greater Summit County Early Learning Center Governing Board Self-evaluation

Standards for Governance

Greater Summit County Early Learning Center aka S.C.O.P.E. Academy

2141 Pickle Road (*new address effective 8/1/2017 at 1651 Massillon Road- Akron, OH 44312)

Akron, OH 44312

Why Evaluate?

The culture of an organization is set at the top, and it is no different for school and educational organizations. School boards must be strong, effective leaders to meet the challenges faced by public education today. School board members direct the affairs of the district by setting goals, developing policy, communicating and evaluating, all with a focus on the achievement and best interests of all students in the district. Self-assessment by the board provides valuable information, discussion and communication.

Self-evaluation by the board:

- Holds the board accountable to itself, the staff and the community.
- Allows for reflection by board members on their individual and collective behavior and performance.
- Fosters open communication.
- Improves decision making by enhancing a common understanding of philosophies and goals.
- Resolves differences of opinion and challenges assumptions.
- Provides insight into how and why decisions are reached.
- Allows new board members an opportunity to understand board processes.
- Identifies strengths and weaknesses of individual board member performance and that of the board as a whole.
- Holds the board accountable in its role as representative of the public.
- Provides a starting point for effective goal setting and long range planning.

Board self-evaluation provides more than just accountability and communication. It provides an opportunity for building the best possible leadership for the school system and community. Commitment to quality, excellence, continuous learning, and local control of the educational system is demonstrated when boards lead by example.

Performance Standards

Standard 1: LEADERSHIP: MISSION, VISION AND GOALS

The board of education annually reviews the districts vision and mission statements, and annually adopts board and district goals which support the district vision and mission.

Indicators

- The board, along with the superintendent, has reviewed and re-adopted the written district vision and mission statements in a three-year cycle.
- Board members can clearly articulate the vision, mission and goals of the district.
- Annually the board, with the superintendent's input and collaboration, has reviewed, rewritten, and adopted the board and district goals.
- The board has adopted objectives, activities and a calendar to monitor action plans on agreed upon goals, including periodic superintendent updates as part of regular board meetings.
- The board has delegated to the superintendent the authority to administer and evaluate the adopted action plans.
- The board and superintendent have mutually agreed which goals and expected performance indicators will be included in the superintendent's formal evaluation.
- The superintendent's evaluation instrument for the current year has been developed and adopted by the board.

Board performance for this standard:

- 0 UNACCEPTABLE**
- 1 NEEDS IMPROVEMENT**
- 2 GOOD**
- 3 EXCELLENT**
- 4 OUTSTANDING**

Comments:

Standard 2: POLICY AND GOVERNANCE

The board establishes and follows local policies, procedures and good governing practices.

Indicators:

- The board has established, adopted and revised policies so that they are clear, up to date and in compliance with state and federal laws and rules.
- The board requests the superintendent's recommendation on all proposed policies.
- The board provides opportunities for public and staff review of proposed policies before they are given to the board for final action.
- A procedure is in place for established policies to be reviewed on a regular basis.
- The board follows its own policies regarding board operations.
- The board delegates all decisions regarding district operations, personnel management and procedures to the superintendent.
- The board sets annual goals and keeps those goals at the forefront of all board and district decisions throughout the year.

Board performance for this standard:

- 0 UNACCEPTABLE**
- 1 NEEDS IMPROVEMENT**
- 2 GOOD**
- 3 EXCELLENT**
- 4 OUTSTANDING**

Comments:

Performance Standards

Standard 3: COMMUNITY RELATIONS

The board establishes and promotes effective two way communication with parents, students, staff and community members.

Indicators:

- The board and individual board members demonstrate respect and cooperation in their relationships with the community and staff.
- The board works with the superintendent to seek and receive input from citizens on matters relating to the school district using an agreed upon process.
- The board has collaboration agreements with local and state agencies.
- The board communicates with the community using forums, groups, the media and/or other vehicles following agreed upon procedures.

Board performance for this standard:

- 0 UNACCEPTABLE**
- 1 NEEDS IMPROVEMENT**
- 2 GOOD**
- 3 EXCELLENT**
- 4 OUTSTANDING**

Comments:

Performance Standards

Standard 4: CULTURAL RESPONSIVENESS AND EDUCATIONAL EQUITY

The board develops and promotes understanding and awareness of cultural diversity and ensures fair and equitable policies, practices and educational opportunities for all members of the educational community.

Indicators:

- Board outreach and community engagement activities accommodate cultural differences in values and communication.
- The board actively encourages and expects the superintendent to facilitate the participation of culturally diverse groups.
- The board has a process to review policies for cultural, racial and ethnic bias.
- Board members approach decision making from multiple perspectives, asking questions regarding the impact of each decision on diverse cultures.
- District staff is representative of the community.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:

Performance Standards

Standard 5: ACCOUNTABILITY AND PERFORMANCE MONITORING

The board constantly monitors progress towards district goals and compliance with written Board policies using data as the basis for assessment.

Indicators:

- The board regularly conducts a self-evaluation to monitor its performance.
- The board models a culture of high expectations throughout the district.
- The board's priority and focus are on curriculum, student achievement, and student success.
- The board appropriates resources based on student achievement priorities.
- The board supports reward, consequence, and recognition systems to encourage high levels of staff and student achievement.
- Student results are measured against expectations set by district standards.
- The board and all stakeholders clearly understand, and are held accountable for, their roles and responsibilities in creating and supporting a culture of high expectations throughout the system.
- The board uses data to identify discrepancies between current and desired outcomes.
- The board identifies and addresses priority needs based on data analysis.
- The board communicates to the public how policy decisions are linked to student achievement data.

Board performance for this standard:

- 0 UNACCEPTABLE**
- 1 NEEDS IMPROVEMENT**
- 2 GOOD**
- 3 EXCELLENT**
- 4 OUTSTANDING**

Comments:

Standard 6: BOARD OPERATIONS – Meetings

Board meetings are effective, efficient, orderly and respectful. The board members focus on the policy and governance roles of the board.

Indicators:

- The agenda is properly posted and developed according to board policy.
- Board members know how to add or change agenda items both before and during a meeting and do so in a clear, constructive manner that does not allow for surprises.
- The board agenda reflects the goals, policies and appropriate governance role of the board and is followed by the board.
- The board has procedures in place to allow for public input in a respectful manner.
- The chair runs an orderly meeting, with clear instructions and directions to the public as well as board members.
- The board discusses only those topics that the majority of board members wish to take up.
- Everyone in attendance can clearly hear board discussion.
- Board discussions are effective and result in clear decisions.
- Minutes properly record actions of the board and are maintained as required by the public records law.
- Board members respect the confidentiality of executive sessions.
- Board members do not surprise the administration or fellow board members at meetings.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:

Performance Standards

Standard 7: BOARD OPERATIONS – Board member communications

Board members are all kept equally fully informed on matters of board business, and communicate with each other in a respectful and lawful manner.

Indicators:

- Board members all receive the same information from the district office on matters of board business.
- Board members share information appropriately through the chair between meetings and do not surprise each other in public.
- Board members communicate with each other in a respectful manner.
- Board members respect the right of the public to observe discussion of board and district business by board members.
- All deliberation and discussion between board members is held at properly posted public meetings.

Board performance for this standard:

- 0 UNACCEPTABLE
- 1 NEEDS IMPROVEMENT
- 2 GOOD
- 3 EXCELLENT
- 4 OUTSTANDING

Comments:

Performance Standards

Standard 8: BOARD OPERATIONS – Board-staff relations

Board members are respectful of staff members in all communications and follow board- staff communication policy and procedures.

Indicators:

- The board recognizes and protects the chain of command.
- The board works with the superintendent to provide a process, and the board follows that process, to receive input from the staff in decision-making on significant issues where staff input is appropriate.
- Board members treat staff members in a respectful manner at all times.

Board performance for this standard:

- 0 UNACCEPTABLE**
- 1 NEEDS IMPROVEMENT**
- 2 GOOD**
- 3 EXCELLENT**
- 4 OUTSTANDING**

Comments:

Performance Standards

Standard 9: BOARD OPERATIONS – Board-superintendent relations

The board and superintendent have an established operating agreement, treat each other honestly and respectfully and communicate openly in a professional manner.

Indicators:

- The board supports the school administration before critical groups and individuals in the community.
- The board reserves statements critical of the superintendent's actions, and evaluation of the superintendent for executive sessions.
- Board members fully inform the superintendent of situations arising in the district that impact the district.
- Board members do not interfere in district operations, and fully delegate and respect the delegations of, operational decisions to the superintendent and administration.
- Board members do not avoid difficult decisions when requested or required to take a position.

Board performance for this standard:

- 0 UNACCEPTABLE**
- 1 NEEDS IMPROVEMENT**
- 2 GOOD**
- 3 EXCELLENT**
- 4 OUTSTANDING**

Comments:

Performance Standards

Standard 10: VALUES, ETHICS AND RESPONSIBILITY FOR SELF

The board, collectively and individually, takes full responsibility for Board activity and behavior, the work it chooses to do and how it chooses to do the work.

Indicators:

- The board polices its own members when they step outside of board policy and agreements.
- The board leads the district with clear goals, policies and expectations and does not expect others to interpret the board's intent.
- Board members do not participate in discussion or deliberation of those topics which may result in a decision which might bring them personal benefit or avoidance of a detriment.
- Board deliberations and actions are limited to board work, not staff work.
- Board members only exercise their authority as a board of the whole at properly posted meetings.

Board performance for this standard:

- 0 UNACCEPTABLE**
- 1 NEEDS IMPROVEMENT**
- 2 GOOD**
- 3 EXCELLENT**
- 4 OUTSTANDING**

Comments:

Standard 11: BOARD SYSTEMATIC IMPROVEMENT

The board participates in annual training and professional development, and at least annually participates as a team with the superintendent in a team building retreat focused on assessment and goals.

Indicators:

- Each board member participates in training and professional development available through ODE's or State Auditor's webinars or appropriate state conferences, conventions, workshops or online.
- The board annually evaluates its performance in fulfilling the board's duties, responsibilities, and the board's ability to work as a team.
- The Board and Superintendent meet in a retreat environment to review:
 - Progress made on, and revision of, action plans to accomplish the district's vision/philosophy/goals.
 - The strengths and improvements needed in the district.
 - Any compelling problem(s) or emerging issue(s).
 - Trends, opportunities, and anticipated challenges in the school district.
 - Board leadership and educational philosophy and performance.
 - Board/superintendent operational agreements and evaluation documents.

Board performance for this standard:

- 0 UNACCEPTABLE**
- 1 NEEDS IMPROVEMENT**
- 2 GOOD**
- 3 EXCELLENT**
- 4 OUTSTANDING**

Comments:

Greater Summit County Early Learning Center K-4 Governing Board

Adopted 6/19/17

Attachment 7

Attachment 7

School Sponsorship: Academic and Organizational Performance and Accountability Plan.

Pursuant to this Contract, the Academic and Organizational Performance and Accountability Plan constitutes the academic, financial, organizational and governance requirements that the SPONSOR will use to evaluate the performance of the Community School (includes the Governing Authority) during the term of this contract. Each of the requirements may be considered by the SPONSOR to gauge success throughout the term of this contract and will be considered as part of any renewal application.

The Community School is expected to have "Meets or Exceeds" the standards, which is the SPONSOR's minimum expectation for the Community School, in all academic indicators, all financial indicators, and all operations/governance indicators. The Community Schools failure to meet any number of standards will factor into Sponsor decisions regarding intervention, probation, suspension and/or termination. The Community School's performance will be a factor considered in the renewal process, as outlined in the Sponsor's renewal application and approval criteria.

ACADEMIC INDICATORS

ACHIEVEMENT	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
Performance Index (PI)	A-B	C	D	F
Indicators Met	A-B	C	D	F

PROGRESS VALUE-ADDED (VA)	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
Overall	A-B	C	D	F
Gifted	A-B	C	D	F
Lowest 20% in Achievement	A-B	C	D	F
Students with Disabilities	A-B	C	D	F

GAP CLOSING	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
Annual Measurable Objectives	A-B	C	D	F

GRADUATION RATES	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
Graduation Rate	A-B	C	D	F
4-Year Rate	A-B	C	D	F
5-Year Rate	A-B	C	D	F

K-3 LITERACY	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
K-3 Literacy Improvement	A-B	C	D	F

PREPARED FOR SUCCESS	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
How well are students prepared for all future opportunities.	A-B	C	D	F

COMPARISON DATA	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
Performance v. Local Market - PI	Ranked in the Top 20%	Ranked in the 70% to the 79%	Ranked in the 50% to 69%	Ranked in the bottom 49%
Performance v. Local Market - VA	Ranked in the Top 20%	Ranked in the 70% to the 79%	Ranked in the 50% to 69%	Ranked in the bottom 49%
Performance v. Statewide - PI	Ranked in the Top 20%	Ranked in the 70% to the 79%	Ranked in the 50% to 69%	Ranked in the bottom 49%
Performance v. Statewide - VA	Ranked in the Top 20%	Ranked in the 70% to the 79%	Ranked in the 50% to 69%	Ranked in the bottom 49%

*"Local Market" is defined as the charter schools in a 10 mile radius of the school serving similar grade levels: i.e. elementary, middle or high school.

**"Statewide" is defined as all charters in the state regardless of grade levels served.

ACADEMIC INDICATORS – DROPOUT PREVENTION AND RECOVERY SCHOOLS

	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD
School Rating	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD
High School Test Passage Rate	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD

Gap Closing	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD
Progress	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD

GRADUATION RATES				PERCENT GRADUATING
4-Year Rate	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
5-Year Rate	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
6-Year Rate	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
7-Year Rate	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
8-Year Rate	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
Combined Rating	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	

FINANCIAL INDICATORS

ASSETS TO LIABILITIES	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
Current Ratio of Assets to Liabilities	Ratio is greater than or equal to 1:1	Ratio is between 1.0 and 1.1 and the one-year trend is positive compared to the prior year	Ratio is between 0.9 and 1.0; or, ratio is between 1.0 and 1.1 but the one-year trend is negative compared to the prior year	Ratio is less than 0.9.
Multi-year Ratio of Assets to Liabilities	Ratio is greater than or equal to 1.1 for the two most recent years	Ratio is between 1.0 and 1.1 for the most recent year	Ratio is below 1.0 for the most recent year; or below 1.0 in two out of the three most recent years	Ratio is 0.9 or less for the most recent year; or, is 0.9 or less in two out of the three most recent years

CASH	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
Days Cash	60 or more days cash	Between 30 and 60 days cash	Between 15-30 days cash; or,	Fewer than 15 days cash

			30 – 60 days and one year trend is negative compared to the prior year	
Cash Flow	Cash flow is positive for the two most recent years	Cash Flow is positive for the current year compared to the previous year	Cash flow is negative for the current year compared to the previous year	Cash flow is negative for the most recent two years

MARGIN	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
Total Margin (TM) and Aggregated total margin (ATM)	ATM is positive and the most recent year TM is positive	ATM is greater than -1.5%; and the trend is positive compared to the previous year	ATM is greater than -1.5%; but, the trend is negative compared to the previous year	ATM is less than -1.5%; or, the most recent year TM is less than -10%

OPERATIONS and GOVERNANCE INDICATORS

OPERATIONS AND GOVERNANCE	EXCEEDS THE STANDARD	MEETS THE STANDARD	DOES NOT MEET THE STANDARD	
Epicenter Compliance	90% or higher	79% to 89%	60% to 78%	59% or below
On-time Financial Record Monthly Submissions	90% or higher	79% to 89%	60% to 78%	59% or below
Annual Audit	The two most recent audits contain no findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses	The most recent audit contains no findings, findings for recovery, noncompliance citations, questioned costs, or material weaknesses	The most recent audit contains findings, noncompliance citations, questioned costs, material weaknesses, or findings for recovery that are less than \$5,000	The two most recent audits contain findings, noncompliance citations, questioned costs, material weaknesses, or findings for recovery; or the most recent audit contains findings for recovery that are \$5,000 or higher

USDOE Special Education Programs Performance Determination (Most recent year)	Meets Requirements	Needs Assistance	Needs Intervention	Needs substantial intervention
Timely Submission of 5-year forecasts to ODE	Submissions were on-time and in the correct format for the two most recent years	Submissions were on-time and in the correct format in the most recent year	Submission(s) were not on-time for time in the most recent year	Submission(s) were not on-time in the two most recent years
Pre-Opening Documentation	Fully completed and provided to the Sponsor prior to the opening assurances site visit	Fully completed and available at the open assurances site visit	Not complete at the open-assurances site visit, but fully completed and provided to sponsor at least 10 days before the first day of school.	Not completed by 10 days prior to the scheduled first day of school, resulting in a delayed opening.
Annual Report	Submitted to parents and sponsor by the last of October with all required content including a self-evaluation of the school's performance the prior year against its goals and objectives.	Submitted to parents and the sponsor by the last day of October.	Submitted to the parents and sponsor after that the last day of October with all required content including a self-evaluation of the school's performance the prior year against its goals and objectives	Submitted to parents and the sponsor after the last day of October.
Safety Plan	Full plan submitted to the proper authorities during the last three years and in compliance with annual certifications	Full plan submitted to the proper authorities within the last three years, but annual certification was filed, but not on time.	Full plan has not been submitted within the last three years; and, the annual certification was not filed.	Full plan has not been submitted within the last three years and the Sponsor has been notified of the possibility of action against the school or the administrator for non-compliance issues

Attachment 8

Admission Procedure

Admission is open to any individual between the ages of five (5) 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. In the event that the racial composition of the enrollment of the School is in violation of a federal segregation order, the School shall take any and all corrective measures to comply with the desegregation order.

The School shall not limit admission on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. If the student to be admitted has a disability, the School shall comply with all federal and state laws regarding the education of students with disabilities.

The School shall restrict admission to Ohio residents.

Admission to the School is limited to those students who have attained grade levels kindergarten through fourth grade. The School shall admit only the number of students that does not exceed the capacity restrictions of the School's programs, classes, grade levels, and facilities. If the number of applicants exceeds the capacity restrictions of the School, students will be admitted based on a lottery system, with the following students given preference:

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

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

- Each applicant exceeding the capacity of the School shall be assigned a number.
- A neutral third party will randomly select numbers, and as each number is selected, the respective student is placed on the permanent waiting list. Once placed on the permanent waiting list, the student retains the position from year-to-year unless the student is no

Resolution #17-39

Mrs. Pildner moved and Mrs. Parmelee seconded the approval of Board Policy No. 4510, Tiered Student Discipline Program (revised).

AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Parmelee, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.

Resolution #17-40

Mrs. Pildner moved and Mr. Hostetler seconded the approval of the 2017-2018 School Calendar.

AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Parmelee, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.

Resolution #17-41

Mr. Hostetler moved and Mrs. Parmelee seconded the approval of changing the kindergarten eligibility age requirement to age 5 by September 30, effective with the 2017-2018 school year.

AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Parmelee, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.

Item XIII from the agenda, Contract with NEONet for internet and tech services, was removed from the agenda to be presented at a future meeting.

Sponsor's Report

Ms. Atley reported that she will make a site visit on April 12 at noon and sent a revised checklist. She said that the school needs to complete and adopt any EpiCenter items and wrap up by May 30. There will be two board meeting visits in person per year from the sponsor.

Director's Report

Mrs. Graves gave an update on the proposed lease for the Summit DD building.

Mrs. Graves discussed prospective candidates for assistant principal for the upcoming school year.

Mrs. Graves discussed instituting a \$50 school fee for the 2017-2018 school year and gave an overview of the state testing schedule

She discussed the Parent Meeting Agenda for later that evening and stated that tonight was Kindergarten registration and we are expecting a lot of families

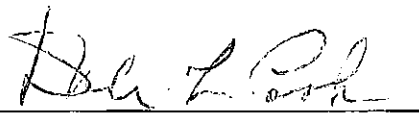
Resolution #17-42

It was moved by Mr. DeCola, seconded by Mr. Hostetler, to adjourn the meeting at 6:10 p.m.

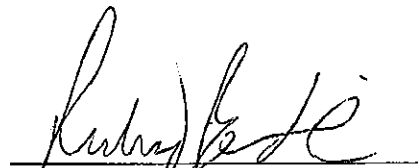
AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Parmelee, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.



President



Treasurer

Attachment 9

Greater Summit County Early Learning Center Education Plan K-4

Greater Summit County Early Learning Center aka S.C.O.P.E. Academy
2141 Pickle Road

(*new address effective August 1, 2017- 1651 Massillon Road, Akron, OH 44312)



Mission: The mission of Greater Summit County Early Learning Center is to inspire learners to boldly and creatively shape their future-Join us in uncovering the brilliance in everyone!

Vision: To prepare the next generation of problem solvers and risk takers for our complex world.

Core Values: Greater Summit County Early Learning Center Lives by the following ideas in their Educational Plan and Delivery:

- **Learner Centered**
Learners are the center of a dynamic and collaborative learning environment of inquiry and discovery process.
- **Active Inquiry**
Intellectual curiosity through STEAM embedded, project based learning propels learners to explore multiple path to creative solutions.
- **Bold Thinkers**
A deep love of learning and respect for our community forms bold, critical thinkers for life.
- **21st Century Communicators**
Value the participation of community partners while learning is occurring and knowledge is building.

Educational Plan

Greater Summit County Early Learning Center K-4, aka S.C.O.P.E. Academy, is a high performance school in a focused setting where children become self-motivated learners through practices based on student interests and 21st century skills at early levels. Learning is personalized, embedded in real life inquiry and impacts communities. We create a personalized learning environment where all students are taught at their instructional level of learning in the areas reading, writing and math. Students and teachers together design an integrated pathway of learning to utilize individual interests and talents. Integration of content areas will connect all learning to real world problems, so students discover ways to impact each other and the larger community. The Greater Summit County Early Learning Center offers educational opportunities that enable a child to develop a sustained interest in learning during and after the completion of the early childhood school experience. We provide rigorous academic content that helps children develop critical thinking skills, the ability to problem solve in a collaborative and cooperative learning environment, build a strong work ethic and respect and value the world around them. This developmentally appropriate rich learning environment carries through all Grades K-4 of our educational system empowering them to realize their talents and strengths, and share them in our interdependent world. The children attending the Greater Summit County Early Learning Center are provided with instructional delivery and rigorous curriculum content that is designed to achieve long range goals for all children in all domains, social, cognitive, and physical and to prepare them to function as fully contributing members of our democratic society. We focus on outcomes and thought processes rather than obtaining a general prescribed answer to questions.

Our Educational Plan raises student achievement and engagement through following ideas we live by in our model;

Personalized Learning

Personalized Learning will raise student achievement because:

- Each student has defined, clear and rigorous learning expectation
- Students are working in their instructional level (Zone of Proximal Development)
- Students are more engaged because they experience challenge and success
- Students are valued as individuals therefore they work harder and reach higher
- Less time is spent on behavior management because there is more time spent on doable tasks.

Future Ready Skills

- Education must prepare our students for the future (their world) through 21st Century Implementation/Opportunities
- Education pedagogy and Efficacy will make shifts to create opportunities for students to apply the following skills:

- Core subjects – reading, writing, math
- Creativity – Critical Thinking – Problem Solving – Communication – Collaboration
- Information, media and technology literacy
- Civic responsibility and global awareness

STEAM Time

- Science, Social Studies, Health and Technology standards are connected to an overarching project, essential questions and service learning project for all students.
- The whole school will be studying their standards connected to the **same learning arc** (schoolwide project) and related service learning projects.
- Advantages:
 - Studies meets the needs of different types of learners
 - All content learning is connected
 - A deeper understanding of content is developed by the student
 - Emphasizing depth over breadth
 - Integrating and contextualizing the development of skills and domain knowledge

Service Learning (Connected to Project Based STEAM Time)

Service Learning is a multifaceted teaching and learning process uniquely tailored to meet specific learning goals and community needs

Service Learning will raise student achievement because:

- Students will engage in learning that is meaningful and relevant
- Service learning goals are clear and aligned with curriculum
- Learning is experiential and applied; deepening understanding
- Learning is internalized through reflection activities before, during and after service learning
- Service learning promotes understanding of multiple perspectives fostering respect and developing interpersonal skills by group decision-making and conflict resolution
- Students are active partners in identifying community needs and planning
- Service Learning would happen within the integrated studies and elective learning structures

Special Classes Learning

- Opportunities to explore interests and develop talents; Fitness, Dance, Art, Music, Outdoor Nature Areas
- Motivated by choice and empowered by decision-making
- Opportunities to receive supplemental instruction – intervention
- Utilize expertise within the community
- Builds relationships within the community
- Parent involvement

Addressing ALL Learners

The school endeavors to achieve an overall attendance rate for the school of 93% or above and a student grade level passage rate of 90% or above on Ohio's statewide testing; AIR Standardized Tests for Grades 3, 4. And KRA Assessments for all Kindergarten students according to state law.

The school's performance outcomes with respect to these goals over the last several years evidences a strong commitment and alignment of our academic goals and successful data to support

The school's educational plan relies on access to all learning formats and educational delivery to ALL learners. The School plans for assessments, student achievement, and appropriate instruction for ALL. Best practices to monitor progress and work together as an educational team is our pathway to serving all children and their families.

Weekly data team meeting to ensure that our staff is monitoring closely each student's progress. We hold Intervention Assistance Team Meetings each Thursday after school with our team, where we use specific and objective data to build strategies within that week to support academic or social difficulties that are not performing to the class norm are the students to identify for intervention. We then implement the matched instructional content and formats that the team agreed upon (parents of the learner is part of the team) and then we measure growth within a one to two week period- this is our PREVENTION model with the intent to work so closely with supporting student's needs and student growth goals. This prevention model has been a very proactive way of following the data coupled with matching learning styles, learning formats, and appropriate instruction to help learners gain skills/foundations that were identified as being at risk. It is true formative instructional practices and formative assessment data. We monitor and are informed of the learning as it is happening and we form next steps within that review week to create appropriate instructional strategies and content to student data.

Meeting ALL Needs:

If the data shows over time that our interventions did not impact and align with the goals, we move to an ETR and IEP process as described above. The IAT team reports and data of strategies and students outcomes become important data for the ETR/IEP process. We follow all compliance with FAPE for a child with a qualifying disability under special education law.

At any time that a parent initiates a request for testing we secure the school psychologist and follow the procedure to begin the evaluation process. Our intervention specialist, our school psychologist, classroom teachers, and parents are all given prior written notice of the meeting dates and are included in the data collection and reporting.

If a teacher initiates a request for identifying they must first go through our intervention team process to make sure that we have documented screening that were used to pinpoint academic or social difficulties, follow student data and compare to the class norm, create an accountability plan and set a progress monitoring schedule for the team to review data.

If an administrator or teacher is contacted by a parent to request that their child be evaluated for a suspected disability either verbally or in writing, we start the evaluation process. We contact the parents and explain the request (referral) process and provide a copy of Whose IDEA Is This? (2012) Parents are provided a copy of a prior written notice before we propose any action related to the child qualifying for or receiving special education services. We ask the parents for written consent to evaluate the child. Our district then moves to the ETR Process that will dictate the initiation of the development of an IEP which occurs within 30 days of a decision that the child needs special education and related services. We access our school personnel (school psychologist) to assess and pinpoint whether there is a disability that will require special education services. The parent(s) are always a part of providing input and being a part of the team itself and evaluation process as a true member. If the evaluation reveals a disability an IEP will be designed to set goals for the learners needs to be on track for the individuals' learner's success. We follow the annual review with the team to prepare for and adjust the plan according to relevant data and to support and monitor progress. Every three years a new ETR or reevaluation is conducted to detect any important changes in the learner's abilities and to design appropriate services accordingly.

The IEP is put into action as soon as possible immediately following the IEP meeting and signing off of all team members. Students identified are served in an inclusive setting the greater percentage of the time but at times may work one on one in a quiet setting or in the speech or sensory room. We are committed to serving students with IEP's and 504 Plans in a mainstreamed educational environment that meets each student's unique educational needs. Our public conversion school serves as a least restrictive and quality educational setting to best serve the needs of ALL children.

Pursuant to State and Federal law, students identified with special needs who are admitted to the program will be served in educationally appropriate ways without discrimination. A certified licensed intervention specialist will instruct identified students with disabilities as outlined in their individual education plans.

ELL Support:

We use OELPA to determine our ELL student needs. Our reading tutors and classroom teacher provide visuals and extra intervention and resources to support language development, comprehension, communication, and comfort.

Gifted Identification:

When a parent or teacher recognizes significant high achievement capability in areas such as intellectual, creative, artistic, or leadership capacity, or in specific academic field, we secure a gifted consultant to assess the learner further to ensure that we are building educational opportunities that are respectful of the significant individual student. The following assessment have been used in the past: Stanford Binet-Wescher Intelligence Scale for Children, Woodcock Johnson. Our innovative approach to learning respects every child's learning styles, interests, and motivation through our framework of Project Based Learning.

Goals:**Outcome Goals**

As stated in the Educational Plan, Greater Summit County Early Learning Center K-4, endeavors to achieve an overall attendance rate for the school of 93% or above and a student grade level passage rate of 90% or above on Ohio's statewide testing; AIR Standardized Tests for Grades 3 and 4, and KRA Assessments for all Kindergarten students according to state law.

The school strives to create and monitor student growth measures guided by ODE's student learning goals/objectives performance guidelines so that 100% of our learners gain one year's progress or more, and meets the student learning objectives set based on their personal learning data.

The school's performance outcomes with respect to these goals over the last several years evidences a strong commitment and alignment of our academic goals and successful data to support as reflected in our last three year's local report card based on the new formula ODE has set forth

Should the school fail to meet the minimum standards prescribed by the state, it will endeavor to achieve the annual yearly progress specified in Ohio's State Accountability Plan.

As a general best practice, baseline data is obtained on entering student's academic achievement and the school charts growth and progress, conducts weekly data meetings, implements IAT strategies and appropriately matched instruction and sets Student Growth Measures. Data drives

the work, strategies are based on student data, monitoring occurs weekly, and students and families are a part of the transparency of the learning and learning goals per student.

- Educators set goals for their students and use data (formative and summative) to track student progress and modify instruction based on student needs.
- Student progress is assessed using the measures that are most relevant to their students and content area.
- Goals are developed our teams of educators rather than individual educators; content area teachers, grade-level teacher groups, administrative teams and evaluators.
- We create official time for collaboration and take advantage of existing opportunities, such as staff meetings, to collaborate productively and following the procedures below:

STEP 1: Determine Needs – Setting Goals:

To begin the process, our educators gather baseline data to better understand how to prepare students for the standards addressed by the class or course. This data could include end-of-year data from the previous year, baseline data from district assessments, pretests, or student work samples. Educators review data and propose goals that measure the learning and growth of all students. Goals span a school year or complete course of study.

Teachers and administrator evaluation include student learning and growth as a significant factor, and include student academic growth data that is both formative and summative.

Greater Summit County Early Learning Center anchors itself in monitoring student progress and reaching academic goals and success through the best practice of developing, determining and monitoring Student Learning and Growth (SLG) goals.

Determine Whether Students Achieved the Goal

At the end of the course or school year, each educator and their supervisor meet for a final review of educator progress on goals. They will reflect on student learning results and student learning outcomes and how future professional development might support continued learning and growth. They will examine the end-of-year data, discuss what worked and what did not, and identify available resources.

Throughout the learning year we demonstrate the following practices toward the goals:

- We are driven by the success of each child. Data leads us to next steps for learning, next steps for professional development, and next steps for establishing future goals for our organization.
- Feedback from Parents, Staff, Students, and Community partners leads us to where we go next in building quality practices and meeting the needs of all stakeholders.
- Our standardized data and performance index is also a great indicator of success. Our local report cards over three years, including this year's recent June 15th third grade results, has been solid and one of the highest performance ratings in Ohio for three years.

- Our professional development training comes directly from examining performance data, our staff is continuously trained in effective progress monitoring tools, interpreting and using relevant data, and identifying internal and external resources needed that enhances visible best practices in teaching and learning. Through data tools, we have a continuous improvement process that is ongoing and supported through our practices regardless of funding, because it has taught us “how” to use data to inform us, and “how” to build upon the information as we appropriately match delivery of instruction and learning to each child.

School’s Assessment Plan and Learner Goals:

Formative and Summative assessment procedures are completed on a schedule for each child in the program to ensure optimum development and learning. A formal assessment aligned with the adopted curriculum will be completed three times a year to monitor children’s progress. Instructional staff will collect daily information on children based on the outcomes that have been targeted within the assessments across content strands in opportunities provided to children.

- We have an assessment cycle in place that involves:
- Developmental Reading Assessments (DRA), Eureka Math, Scholastic Reading Inventory (SRI), A-Z Assessments are used three times a year formally
- ODE Diagnostics- Fall administration given in reading, writing, and math
- ODE Spring Full measure ODE diagnostics across grade levels served
- Weekly common math and literacy for K-4
- Weekly data team meetings to analyze the data and fluidly move groupings to target appropriate instruction needed per learner
- Students are benchmarked in the areas of literacy and math to determine their instructional level by strand using the pathways of learning.
- Student Learning Goals / SLO’s are in place to measure student growth ongoing and formally reported to administration and board quarterly
- A visual electronic portfolio tied to standard based mastery is an online system used called Fresh-Grade that is in place and interactive between teacher, student, parents, administrator as part of the daily participation with understanding the learning and progress monitoring
- Quarterly reports are given to parents regarding mastery levels per grade level standards
- Student learning is ongoing and communicated as we employ a range of instructional strategies, skills, and technique to affect outcomes for student academic learning critical thinking and behavior
- Families are provided with our Local Report Card Data, Performance Index on HOW we are doing against State Indicators

OUR GSCELC TEAM CRITERIA FOR SELECTING OR CREATING ASSESSMENTS:

Selecting and approving assessments is one of the most important steps of our goal process. When selecting assessments, three major questions need to be considered:

1. Is the assessment aligned to both my students' learning and growth goal and to the appropriate grade- or content-specific standards?

The assessment should cover the key subject and grade-level content standards and curriculum that will be taught during the interval of instruction. When examining assessments for alignment, educators and educator teams should look for the following:

- Items on the assessment should cover all key subject/grade-level content standards
- No items should cover standards that the course or instruction does not address
- Where possible, the number of test items should mirror the distribution of teaching time devoted to concepts or the curriculum focus

2. Does the assessment allow high- and low-achieving students to adequately demonstrate their knowledge? In other words, does the assessment have enough stretch?

All students should be able to demonstrate developmentally appropriate progress on the assessment(s) used with a SLG goal. In order for the assessment to work for most or all students (i.e., to measure for growth regardless of where each student starts out), the assessment must have sufficient “stretch,” meaning that it contains questions that are of varying difficulty and covers some basic, low-level and advanced knowledge or skills. Educators may not be able to make an informed judgment about the needed stretch of the assessment until they have analyzed the baseline or pre-assessment performance of students.

When evaluating the assessment for sufficient stretch, educators should keep in mind the lowest performing and highest performing students. All students should be able to demonstrate growth on the assessment.

3. Is the Assessment valid and reliable?

Educators should identify assessments that are valid and reliable. Valid means that the assessments measure what they are designed to measure. Reliable means that they produce accurate and consistent results. For reliability, assessments should be administered in such a way that students with the same skills should obtain similar scores. When evaluating assessments for validity and reliability, educators should consider the following:

- Unless the assessment aims to test reading skills, a test should not include overly complex vocabulary. For example, a mathematics test that includes word problems with complex names and language may be assessing reading skills rather than mathematical reasoning.
- Items or tasks should be written clearly and concisely. Performance-based assessments should contain clear directions that are easily understood.

- Clear scoring rubrics or guidance should be included for performance-based items.
- Educators should determine how the assessment will be administered consistently across classes. Testing conditions, instructions, and test items (if using different forms of a test across classes) should be similar across classes.

Greater Summit County Early Learning Curriculum

The SCHOOL's adopted curriculum is aligned to the Ohio Department of Education's Model Curriculum and New Learning Standards. Our teachers are highly qualified with sound pedagogy and efficacy. Our curriculum framework is Project Based grounded in research best practices of Buck Institute, OSLN and TSLN, Nell Duke, and Lilian Katz. The curriculum is aligned to the new learning standards and is rigorous and carried out using research based practices that focus on achieving long range goals, outcomes and though processes wrapped around particular interests, intentional planning and application of effective pedagogy that provide opportunities for rich conceptual development.

We utilize the research-based work of Judy Harris Helm and Lilian Katz –YOUNG INVESTIGATORS (Second Edition) to help teachers and learners use the project approach across ALL learners in kindergarten, through fourth grade as well as elements of the curriculum for documenting the project process and linking it to student goals and mastery of standards on their online visual portfolios. The curriculum and book resource provides step by step guidance for conducting meaningful projects. This curriculum resource provides explicit instructions and examples for incorporating standards into the topic selection and planning process. Judy Harris Helm heads her own educational consulting and training company, Best Practices, INC. and Lilian Katz is past president of the National Association for the Education of Young Children (NAEYC) Our entire school staff did a year-long study on this curriculum framework prior to adopting it in 2011. We also have been trained at the OSLN Stem Network and Buck Institute. We utilize much of the guidebook for tying in standards, evaluation, special populations and relation to the larger curriculum. It combines sound educational theory with ways to document and support learning.

For Grades 1-4, we purchased and adopted the curriculum-Information in Action by Nell Duke through Scholastic. Nell Duke is an award winning professor from University of Michigan. The curriculum focuses on informational text and implementing project based units responsive to our students and community where social studies, and science related topics are combined with developing essential skills and mastery of rigorous reading and writings into daily practice. The curriculum offers teachers how to launch a project, how to facilitate reading and research tied to standards, how to support writing and research, revision and editing, and listening and speaking. The curriculum has guides and resources for differentiating instruction, pre and post project assessment, and resources to reach dual language learners. One major factor that determines the success of a project is the degree to which you provide each student with the instruction he or she needs to engage with and complete the project successfully and the curriculum resources offer the support to differentiate instruction, what to look for during small group, partner, or individual work time to identify and implement appropriate matched instructional students levels of support. In addition to this curriculum, we conducted a year-long professional development

school wide book study on Inside Information by Nell K. Duke- Developing Powerful Readers and Writers of Informational Text Through Project-Based Instruction. The professional development book study the teachers gained knowledge in how to build skills in reading and writing informational text through project-based instruction. Children read and write for real purposes and audiences on topics that matter to them. It taught the teachers how to focus on the common core standards/new learning standards.

Our Project Based approach includes S.T.E.A.M principles where we use the interdisciplinary approach of intentionally integrating the disciplines of science, technology, art, engineering, and math into the rigorous and relevant learning experiences that come forth through Project Based Learning.

In addition to aligning standards to curriculum, we use the Eureka Math (Great Minds) Curriculum for K-4, packet bundles and assessment packets, exit ticket packets, sprint and fluency packets to support 21st century critical thinking math skills. **Eureka Math K-5 Pacing Guide**, curriculum maps, standards alignment that we use as we follow this curriculum.

We utilize **Fountas and Pinnell for our Phonics and Spelling instruction** across grade levels. For our students who are at risk, or identified with reading needs, we use Lippincott Phonics which is an intensive systematic phonics instruction program that is used five days a week along with A-Z reading. We do short cycle assessments and data folders for each learner that are tied to weekly goals toward mastery. For our **writing curriculum we use Lucy Calkins units**, and we use **Tony Stead's** work to support research and writing K-4.

Connecting with Parents in the Practice of Progress Monitoring:

A strength to our curriculum practices and informing the learning AS IT IS OCCURING is through our progress monitoring system called Fresh Grade. It is a digital visual portfolio of progress for each learner that is aligned with common core national grade level standards. The common core standards are listed for viewing and specifically highlighted for what is being assessed and worked on during each week. Parents, teachers, and learners can log on daily to view work and progress, update assessment scores, write goals, students can upload videos, projects, digital photography or any evidence that represents their learning and mastery of standards being targeted. A variety of evidence is uploaded each week to each student's digital portfolio to demonstrate mastery and to list the standards being worked on. The system has a drop down box for each grade level standards and assessment data so parents can be involved as much or as little as they would like in being a part of the progress monitoring weekly. Parents, students, and teachers can also write notes back and forth about the work, provide feedback, questions, or compliments.

Attachment 10

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Attachment 11

LEASE AGREEMENT
between the
SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD
and the
GREATER SUMMIT COUNTY EARLY LEARNING CENTER K-4

THIS LEASE AGREEMENT ("Lease") is effective as of August 1, 2017, by and between the **SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD**, a political subdivision with its principal place of business located at 89 E. Howe Road, Tallmadge, Ohio 44278 (hereafter "Landlord") and the **GREATER SUMMIT COUNTY EARLY LEARNING CENTER K-4**, an Ohio non-profit corporation with its principal place of business located at 2141 Pickle Road, Akron, Ohio 44312 (hereafter "Tenant").

WITNESSETH:

WHEREAS, Landlord desires to lease the Premises (as hereinafter defined) to Tenant and Tenant desires to lease said Premises from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements to be performed by the parties and intending to be legally bound, Landlord and Tenant mutually agree as follows:

1. **PREMISES.** "Premises" shall consist of certain real property located in the City of Akron, County of Summit and State of Ohio, commonly referred to as 1651 Massillon Rd., Akron, Ohio, 44312, and identified as Permanent Parcel Number 5108863 (hereafter "Premises").
2. **TERM.** This Lease shall be for a period of five years commencing on August 1, 2017 and terminating on July 31, 2022 ("Term") unless sooner terminated by default or as otherwise provided herein.
3. **RENT.** For the Term of this Lease, Tenant agrees to pay Landlord for Rent for the Premises the sum of Forty Thousand Dollars (\$40,000.00) per year, payable in equal monthly installments in the amount of Three Thousand Three Hundred Thirty Three Dollars and 33/100 (\$3,333.33), in advance, on the first day of each calendar month.
4. **POSSESSION.** Tenant shall be given the right of occupancy and possession of the Premises on or about August 1, 2017. Tenant acknowledges that the taking of possession constitutes acceptance of the Premises in its then present condition. Landlord grants Tenant early entry for installation of phone, internet, furniture and security prior to formal possession.
5. **USE.**
 - A. The Premises shall be occupied and used as a public charter or community school as created under Ohio law, serving students Kindergarten through fourth grade and for no other purpose ("Use").

- B. Tenant shall use and occupy the Premises in a safe, careful and proper manner in compliance with all ordinances, regulations, and laws.
- C. Landlord will not use or allow the Premises to be used for any purposes except as provided in this paragraph and Tenant will not permit the Premises to be used for any unlawful purpose or in any way that will injure the reputation of the Landlord or building nor permit the Premises to be occupied by any other person.

6. MAINTENANCE AND REPAIR BY LANDLORD.

A. Landlord shall keep the roof, structural portions and exterior of the Premises in good and tenantable condition and repair, including replacement when necessary, during the term of this Lease. Notwithstanding the above, Tenant shall pay to Landlord the cost of any repairs and replacements to any portion of the Premises necessitated by reason of:

- (i) the acts, neglect, fault or default of Tenant, or Tenant's agents, employees, invitees, contractors or customers;
- (ii) the operations of Tenant or the storage of Tenant's merchandise within the Premises;
- (iii) structural and exterior work done or installed by Tenant.

B. Tenant shall pay to Landlord the cost of all repairs, alterations and replacements to the property which Landlord is required to maintain which may be required as a result of repairs, alterations, or other improvements or installations made by Tenant or the agent of Tenant.

C. Landlord shall provide snow removal of parking lot and all driveways on the Premises. Landlord will use its best efforts to provide snow removal prior to the start of Tenant's school day, or by 7:30 AM, Monday – Friday.

D. Landlord shall provide lawn care for the Premises.

7. MAINTENANCE AND REPAIR BY TENANT.

A. Tenant, at Tenant's expense, shall be responsible for ordinary maintenance and repairs to keep the interior of the Premises in good condition and repair, including but not limited to, the heating, hot water, electrical, air conditioning and other mechanical installations serving the Premises, the plumbing and sewer systems serving the Premises, the kitchen equipment located within the premises, the exterior and interior portions of all doors, all windows and all other glass, and Tenant shall promptly replace all broken or cracked glass.

B. Tenant acknowledges receipt of a report outlining the condition of the Premises' HVAC system and accepts same, hereby agreeing to maintain it in good working condition upon Tenant's occupancy of the Premises. Tenant shall keep in full force and effect a contract with a reputable HVAC contractor for not less than quarterly inspections, preventative maintenance and repair of the air conditioning, heating and ventilating systems servicing the Premises. Tenant shall furnish a copy of said contract to Landlord upon request.

Landlord is responsible for repair to the HVAC system when the cost of such repair is in excess of One Thousand Dollars (\$1,000.00).

C. Tenant is responsible for snow removal of all sidewalks and building entrances of the Premises.

8. ALTERATIONS, INSTALLATION AND REMOVAL OF IMPROVEMENTS BY TENANT.

A. Tenant shall have the right during the continuance of this Lease to make such nonstructural interior alterations, changes and improvements as may be proper and necessary for the conduct of Tenant's business and for the full beneficial use of the Premises. Tenant shall pay all costs and expenses of such improvements and alterations, and shall make such alterations and improvements in a good and workmanlike manner, and in accordance with applicable laws and building regulations, and shall, prior to the making of such alterations and improvements, assure Landlord that payment for the same shall be promptly made by the Tenant, and Tenant hereby completely and fully indemnifies Landlord against any mechanic's liens or other liens, or claims in connection with the making of such alterations and improvements.

B. Except as otherwise provided, all signs, furnishings and other movable equipment installed in the Premises by Tenant and paid for by Tenant shall remain the property of the Tenant and shall be removed by Tenant upon the termination of this Lease.

9. UTILITIES. Tenant shall be responsible for the payment of utilities for the Premises which shall include gas, electricity, water, sewer and trash removal. Tenant shall pay all expenses for local telephone service and long-distance telephone services, cable and Internet access and shall be responsible for installing the same.

10. SECURITY DEPOSIT. Tenant is to deposit with the Landlord the sum of Five Thousand Dollars (\$5,000.00) as security for payment of Rent and performance of the covenants and conditions of this Lease. Landlord agrees that upon full compliance of all covenants and conditions of this Lease, the security deposit shall be returned to the Tenant without interest within Thirty (30) days after the Premises have been vacated, less any damages resulting from breach of this Lease by Tenant.

11. TERMINATION.

A. Either party may terminate this Lease for any reason upon one-hundred eighty (180) days written notice to the other party. In the event Landlord exercises its right under this section and the proposed termination date falls within a school year, Landlord agrees to extend Tenant's tenancy through the conclusion of the school year in progress at the time of the effective termination date.

B. Unless this Agreement is terminated in accordance with Paragraph 11(A) above, no less than one hundred eighty (180) days prior to the expiration of the term of this Agreement, the parties may agree to negotiate in good faith for a renewal term. If, at the end of the one

hundred eighty (180) day period, the parties have not negotiated a successor lease term, this lease shall expire.

12. INSURANCE.

A. Tenant's Insurance. Tenant shall maintain during the Term of this lease the following insurance and shall provide to Landlord on or before the commencement date of this Lease, written proof of compliance with the insurance requirements described below, including if requested by Landlord, certified copies of all insurance policies.

(i) Commercial General Liability insurance with limits of liability not less than \$1,000,000 each occurrence and in the aggregate, covering claims of bodily injury, including death, personal injury, property damage, products and completed operations, and liability assumed under contract; such coverage shall include, at a minimum, Fire Legal Liability coverage (damage to premises rented to the insured) of not less than \$300,000 per occurrence.

(ii) Workers' Compensation insurance in accordance with Ohio law.

(iii) Tenant, at its option, may purchase business income, business interruption, extra expense or similar coverage, and may, at its own option, purchase insurance to cover its personal property, including without limitation Tenant's equipment, contents, and fixtures. In no event shall Landlord be liable for any business interruption or other consequential loss sustained by Tenant, nor for any damage to or loss of personal property sustained by Tenant, whether or not such business interruption, consequential loss, or damage to or loss of personal property is insured, even if such interruption, loss or damage is caused by the negligence of Landlord, its employees, officers, directors, or agents.

(iv) Except for Workers' Compensation insurance, all insurance required of Tenant hereunder shall be endorsed to provide, and all insurance certificates shall include the statement, that the insurance covered by the certificate shall not be cancelled, materially altered or non-renewed without no fewer than thirty (30) days prior written notice to Landlord.

B. Landlord's Insurance. Landlord shall maintain for the Term of this Lease Commercial Property Insurance covering damage or loss to the demised premises due to or arising from fire, lightning, explosion, windstorm or hail, smoke, riot or civil commotion, vandalism, sprinkler leakage, or malicious mischief.

C. General Insurance Requirements.

(i) All insurance purchased by Landlord and Tenant as required by this Lease shall be purchased from insurers whose AM Best rating shall be "A-" or better.

(ii) Tenant shall be responsible for any deductibles or retentions existing within the insurance purchased by it. Landlord shall be responsible for any deductibles or retentions existing within the insurance purchased by it, provided, however, that if any damage to the Premises arises from the acts or omissions of Tenant, then Tenant shall be responsible to promptly pay upon demand from Landlord such amounts falling within any deductible or retention of Landlord's Property Insurance.

(iii) Landlord and Tenant, for themselves and on behalf of their respective insurers, hereby waive any recovery of damages, by claim or right of subrogation, against each other (including their employees, officers, directors, elected or appointed officials, agents, or representatives) for loss or damage to the demised premises, Tenant's improvements, and fixtures, equipment, and any other personal property of the parties to the extent covered by the parties' respective Commercial Property Insurance, or which could have been covered by Commercial property insurance reasonably available at the date of commencement of the Lease; notwithstanding the foregoing, this waiver and release shall not apply to the extent of any deductible or retention now or hereafter existing in any of Landlord's Property Insurance.

(iv) Landlord shall be included as an additional insured under Tenant's Commercial General Liability insurance but only with respect to liability arising out of the ownership, maintenance or use of the demised premises; Tenant's Commercial General Liability insurance shall apply as primary insurance with respect to any other insurance afforded to Landlord. There shall be no endorsement or modification of Tenant's Commercial General Liability to make it excess over other available insurance, it being understood that any liability insurance of Landlord, if any, shall be non-contributing. If Tenant's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(v) Tenant's failure to maintain the required insurance may result in the termination of this Lease at Landlord's option.

(vi) By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in the Lease.

13. DAMAGE TO BUILDING. In the event the Premises are destroyed or rendered untenantable by fire, storm, earthquake or other casualty, this Lease shall terminate. The rental and other expense items shall be prorated between Landlord and Tenant up to the time of such damage or destruction of said Premises. Should only a part of the leased Premises thereby be rendered untenantable for a period of thirty (30) days or more, the Rent shall abate in the proportion which the damaged part bears to the whole leased Premises. At Landlord's option, such part so damaged may be restored by Landlord after which the full Rent shall recommence and the Lease shall continue according to its terms. Should the Premises be rendered partially

untenantable, the Tenant and Landlord shall negotiate occupancy for the remainder of the Lease term or either party may terminate the Lease upon written notice to the other.

14. HAZARDOUS OR UNLAWFUL USE. Tenant shall not use or occupy any part of the Premises for hazardous, unlawful or improper purposes. Tenant shall not bring any hazardous substances into the Premises or any part the building nor allow any storage or dumping of any hazardous substances. All parties agree that they will not violate any local, state or federal laws in operation and Use of the Premises and if a violation of this provision occurs, Tenant shall reimburse Landlord upon demand any costs incurred.

15. LANDLORD'S ACCESS. Landlord, including its agents, shall have free access to the Premises at any time for any purpose within twenty-four (24) hour advance notice to the Tenant, except such notice is not required for an emergency where time for such notice is not possible.

16. LIABILITY. Landlord shall not be responsible for any damages occasioned by reason of the Tenant's use or occupancy of the Premises. All personal property belonging to the Tenant or to any other person, located in or about the building or Premises, shall be there at the sole risk of the Tenant or such other person, and neither the Landlord nor the Landlord's agents shall be liable therefore. Tenant acknowledges that it will be responsible for claims and damages arising from its actions and/or omissions in its performance of this Lease including but not limited to those arising from Tenant's: (1) use of the Premises, the parking areas, surrounding walkways, stairways and any common areas of the Building; (2) guests or invitees (3) negligence; (4) willful or wanton misconduct; and (5) malicious acts or omissions, provide, however, that Tenant does not hereby waive its rights, defenses and immunities provided by Ohio law, including but not limited to the Ohio Constitution, Chapter 2743 of the Ohio Revised Code and Section 3345.40 of Ohio Revised Code, with respect to such claim asserted against the Tenant. For claims arising from Tenant's occupancy and/or omissions in performance of this Lease that are asserted against the Landlord, Tenant shall provide the Landlord with insurance coverage as required pursuant to Section 12 herein.

17. ASSIGNMENT OF LEASE. Tenant shall not assign this Lease or sublet the Premises or any part thereof, without the prior written consent of the Landlord which shall not be unreasonably withheld.

18. RETURN OF PREMISES. Tenant agrees to surrender the Premises at the termination of the Term in the same condition as when the Premises were accepted, ordinary wear excluded. In the event that damage beyond ordinary wear occurred, Tenant agrees to have said damage repaired or replaced to Landlord's satisfaction prior to Tenant's vacating the Premise. Upon Tenant's failure to make such repairs or replacements, Landlord shall cause such work to be completed and Tenant shall be responsible for such costs. Any of Tenant's property not removed within ten (10) days after the termination of this Lease shall be deemed abandoned by Tenant and at Landlord's election may be treated and/or disposed of by Landlord as its own property without further right of claim thereto by Tenant. Tenant shall pay the Landlord for any costs incurred by Landlord for such removal or disposal.

19. **NOTICE.** Any notice required hereunder shall be sent to the parties at the following addresses:

Summit County Developmental Disabilities Board
Attention: Superintendent
89 E. Howe Road
Tallmadge, Ohio 44278

Greater Summit County Early Learning Center K-4
Attention: Teresa Graves
1651 Massillon Road
Akron, Ohio 44312

20. **EVENTS OF DEFAULT.** The occurrence of any one of the following events shall constitute a default under this Lease:

- (i) Tenant fails to pay any Rent, additional rent, utilities or any local or long distance phone charges, cable or internet charges required under this Lease or any other sum of money when due as required under this Lease, time being of the essence;
- (ii) Tenant assigns or subleases the Lease;
- (iii) Tenant fails to maintain the insurance as required in the Lease;
- (iv) Tenant abandons the Premises;
- (v) Any execution, attachment or other order of court shall be issued upon or against the interest of Tenant in this Lease and shall continue for a period of thirty (30) days after notice;
- (vi) Any voluntary or involuntary petition for Bankruptcy; or
- (vii) Tenant fails to perform any of its obligations under this Lease. If Tenant defaults in any monetary obligation, Landlord may terminate the Lease immediately. If the Tenant defaults in any non-monetary obligation, then Tenant must cure such default within three (3) days of notice of such default otherwise Landlord may terminate the Lease after the three (3) day notice is provided.

21. **REMEDIES OF LANDLORD.** Upon the occurrence of any default by Tenant, Landlord shall have any or all of the following rights and remedies in addition to those rights and remedies at law or in equity. All remedies shall be cumulative and non-exclusive.

- (i) Landlord shall have the right but is not obligated to cure any such default on behalf of Tenant, in which event Tenant shall pay to Landlord, as additional rent, all costs and expenses incurred by Landlord in curing such default, including reasonable attorneys' fees, together with the next monthly installment of Rent.
- (ii) Landlord may terminate this Lease immediately upon notice of such termination to Tenant. Upon termination of this Lease, the Landlord shall have the right to accelerate Rent and demand immediately all amounts due for the remainder of the Term and all other amounts due or owing to the Landlord. Landlord agrees to

use its best efforts to re-let the Premises to mitigate the amount paid by Tenant for the accelerated Rent.

22. WAIVERS. No waiver of any default and breach of the Lease shall be held to be a waiver of any other default and breach.
23. AUTHORIZATION: The parties signing this Lease represent and warrant that they are authorized to enter into this Lease and bind their respective entities to the terms and conditions of the Lease.
24. EXECUTION. This Lease supersedes and replaces all other agreements related to the Premises and it contains the entire agreement between the parties. Landlord and its agents have not made any representations or promises except as expressly set forth herein. This Lease shall not be amended or modified except by the written consent of both parties.

(End of text. Execution on following page.)

her free act and deed in her official capacity on behalf of the Greater Summit County Early Learning Center K-4.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 8th day of April, 2017.



Lilliana G. Rossi
Notary Public, State of Ohio
My Commission Expires 06-16-2018

Lilliana G. Rossi
Notary Public

My Commission expires:

06-16-2018

"LANDLORD"

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

By: John J. Trunk
Name: John J. Trunk
Title: Superintendent

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared John J. Trunk, Superintendent, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his official capacity on behalf of the Summit County Board of Developmental Disabilities.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 11th day of April, 2017.

Cynthia A. McPeak
Notary Public

My Commission expires:

Cynthia A. McPeak
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 05/11/2018

IN WITNESS WHEREOF, this Lease Agreement has been executed by the duly authorized representatives of Landlord and Tenant effective August 1, 2017.

"TENANT"

GREATER SUMMIT COUNTY EARLY LEARNING CENTER K-4

By: Dale L. Cook

Name: Dr. Dale L. Cook

Title: Board President for Greater Summit County Early Learning Center

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Dr. Dale L. Cook, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his official capacity on behalf of the Greater Summit County Early Learning Center K-4.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 8th day of April 2017.



Lillian G. Rossi
Notary Public, State of Ohio
My Commission Expires 06-16-2018

Lillian G. Rossi
Notary Public

My Commission expires:

06-16-2018

By: Teresa M. Graves

Name: Teresa M. Graves

Title: Principal/Superintendent

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Teresa M. Graves, who acknowledged that she did sign the foregoing instrument and that the same is

Attachment 12

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.

Students may be excluded by:

- *Suspension.* A student may be removed temporarily from the School for a maximum of ten (10) days for misconduct and violating school rules. Depending on the nature of the suspension, a hearing may or may not be required.
- *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.
- *Expulsion.* A student may be removed entirely for a period of (1) year or eighty (80) days depending on the severity of the student's behavior. All expulsions require a hearing.
- *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 within three days.

Suspension

A student may be suspended for a maximum of ten (10) days for misconduct and violating school rules. Suspensions imposed with fewer than ten (10) days left in the school year may be extended into the following school year at the discretion of the Head Administrator or his/her designee. Instead or in addition to serving a suspension, the student may be required to perform community service.

If the student is over the age of sixteen (16) and is being suspended for an action that warrants permanent exclusion, the Head Administrator may seek permanent exclusion.

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.

- 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 and the Treasurer 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.

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.

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.

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 a 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 three (3) school days 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

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.

MINUTES
REGULAR MEETING
BOARD OF GOVERNORS
GREATER SUMMIT COUNTY EARLY LEARNING CENTER
September 19, 2016

The regular meeting of the Greater Summit County Early Learning Center Board of Governors was held on Monday, September 19, 2016 at 3:15 p.m., at the Greater Summit County Early Learning Center, 2141 Pickle Road, Akron, Ohio, 44312.

Upon roll call at 3:20 p.m., the following members answered present: Dr. Dale Cook, Mr. Alvaro DeCola, Mr. Jeff Hostetler and Mrs. Jill Pildner.

Also in attendance were: Rick Berdine, treasurer and Teresa Graves, principal.

✓ **Resolution #16-68**

Mrs. Pildner moved and Mr. Hostetler seconded the approval of the August 15, 2016 regular meeting minutes.

AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.

✓ **Resolution #16-69**

Mr. Hostetler moved and Mr. DeCola seconded the approval of the financial reports and check roster for August 2016, subject to audit.

AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.

✓ **Resolution #16-70**

Mrs. Pildner moved and Mr. DeCola seconded the approval a supplemental contract for Debbie Dodson, Mentor, for the 2016-2017 school year (\$3,000) to be paid from GAR grant money.

AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.

Dr. Cook declared the resolution approved.

✓ Resolution #16-76

Mr. Hostetler moved and Mr. DeCola seconded the approval of Board Policy 3690, Gifted Education.

AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.

✓ ★ Resolution #16-77

Mr. Hostetler moved and Mr. DeCola seconded the approval of Board Policy 3710.1, ★ Special Education policies.

AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.

✓ ★ Resolution #16-78

Mr. Hostetler moved and Mr. DeCola seconded the approval of Board Policy 4530 Suspension and Expulsion policies.

AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.

✓ Resolution #16-79

Mrs. Pildner moved and Mr. Hostetler seconded the approval of Kristen Woodruff, home instruction tutor for the 2016-2017 school year, at a rate of \$40.00 per hour for up to 10 hours per week as needed.

AYES: Dr. Cook, Mr. DeCola, Mr. Hostetler, Mrs. Pildner

NAYS: None.

Dr. Cook declared the resolution approved.

The Board reviewed of the Health and Safety policies and procedures to ensure the safety of students, employees and others, and identify any hazards. Hazards identified include: lack of AED. The Board discussed investigating ODE's new Emergency Management

Attachment 13

Greater Summit County Early Learning Center (IRN# 011381)

Adjusted expenditures based on student population factors, shown on ODE foundation funding reports.

Expenditures Per Pupil - FY18: \$ 10,382.89

S	fixed + NTS	fixed + post	fixed + NTS + post
2	8.45	8.45	8.45
3	8.45	8.45	8.45

\$	3,000.00	Fixed (PPE, labor, and)
\$	200.00	Variable (overhead, 10% of fixed)

\$ 2,679,974	Variable by district (P317) sold: Amt 1
\$ 78,51	Variable by district (P317) sold: Amt 1
\$ 40,658	Variable by district (P317) sold: Amt 1

2	400,000	Fixed Dep'n (500,000 ÷ 10)	100,000
3	400,000	Fixed Dep'n (500,000 ÷ 10)	100,000
4	400,000	Fixed Dep'n (500,000 ÷ 10)	100,000
5	400,000	Fixed Dep'n (500,000 ÷ 10)	100,000
6	400,000	Fixed Dep'n (500,000 ÷ 10)	100,000
7	400,000	Fixed Dep'n (500,000 ÷ 10)	100,000
8	400,000	Fixed Dep'n (500,000 ÷ 10)	100,000
9	400,000	Fixed Dep'n (500,000 ÷ 10)	100,000
10	400,000	Fixed Dep'n (500,000 ÷ 10)	100,000

465.83 Variable by distance (PVT) factor, 3mm)

These are my programs that come from additional funding, and these are the programs which form the foundation of the ISA.

This line item includes all supplies such as computers, paper,

This line item includes sponsor fees, auditing charges, bank charges, and other expenses incurred by the organization.

\$5,000 for student fees and \$18,000 for estate funding, \$45,000 for faculty, 3 lecturers, 1 intervention specialist, 1 secretary, 3 de-

FINANCIAL PLAN

Greater Summit County Early Learning Center (IRN# 011381)

FY19 Operating Budget

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	FY19 Estimate
REVENUE													
Grades K-3 FTE	135.40	135.40	135.40	135.40	135.40	135.40	135.40	135.40	135.40	135.40	135.40	135.40	135.40
Grades 4-12 FTE	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
Total FTE	175.40	175.40	175.40	175.40	175.40	175.40	175.40	175.40	175.40	175.40	175.40	175.40	175.40
EXPENSES													
Salaries	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Benefits	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Supplies	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Travel	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Utilities	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Insurance	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Professional Fees	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Other	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
TOTAL EXPENSES	131.00	131.00	131.00	131.00	131.00	131.00	131.00	131.00	131.00	131.00	131.00	131.00	131.00
NET REVENUE	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40

Adjust estimates based on student population figures shown on ODE foundation funding reports

Expenditures Per Pupil - FY19: \$ 9,990.70

Assumptions	REVENUE	EXPENSES	NET REVENUE
1. STUDENT POPULATION	175.40	131.00	44.40
2. SALARY SCHEDULE	100.00	20.00	80.00
3. BENEFIT SCHEDULE	20.00	5.00	15.00
4. SUPPLIES	5.00	2.00	3.00
5. TRAVEL	2.00	1.00	1.00
6. UTILITIES	1.00	1.00	0.00
7. INSURANCE	1.00	1.00	0.00
8. PROFESSIONAL FEES	1.00	1.00	0.00
9. OTHER	1.00	1.00	0.00
TOTAL	175.40	131.00	44.40

These are the programs which form the foundation of the school. The expectation is the money from the state foundation will pay for basic services of the school. There are any programs that come from additional funding and have limitations on the usage of funds. Keep in mind, IDEA, after-school grants, etc. This line item includes all supplies such as computers, paper, books, desks, chairs, and manipulatives. This line item includes items such as computers, desks, printers, postage, mailing, phones, internet, and business insurance. This line item includes auditing charges, bank charges, and performance bonds. This item is used to refer to the entire cost of a staff member including pay, SEBS/STRS, health insurance, and administrative fee. Typically the total is pay plus 40% SEBS/STRS fee and \$5,000 for state funding, \$155,000 for GALS grant. Includes: 8 teachers, 1 intervention specialist, 1 secretary, 3 classroom assistants, 1 Director (1/2), 1 treasurer, associate director, and instructional specialist.

Definitions
Core programs
Restricted programs
Instructional Supply
Admin Supply
Other (Expenditure)
Early Childhood
Interest and Other Revenue
Staffing

Greater Summit County Early Learning Center (IRN# 011381)

Adjusted estimates based on student population factors shown on ODE foundation funding reports.

Expenditures Per Pupil - FY20: 3 9,720.55

Adjusted estimates based on student population factors shown on ODE foundation funding reports.

Assumptions underlying the Standard

INTERESTED PERSONS

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THEORY OF THE EARTH AND ITS HISTORY

Abstract

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Received 10 November 2003; accepted 10 November 2003

References

Definition:

school. The exact reason the money from the state foundation will not be for basic sciences of the school.

There is no other source of information

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CONVULSIONS AND EPILEPSY

Agency's unique resources support our mission

performance bonds

Other

over including pay, SCS/STS, health insurance, and administrative fee. Typically the total is pay plus 25%

July 1949

Our for GMR Grant

Interest and Other Revenue-

1 Director (position assumed by FY14 associate director, treasurer, and institutional

2010年12月25日

Annual Financial Report

The School shall prepare and file an Annual Financial Report for each fiscal year, as required by R.C. 117.38.

The Annual Financial Report shall be prepared pursuant to generally accepted accounting principles, and shall be filed with the auditor of state, in a format prescribed by the auditor of state, no later than one hundred fifty (150) days after the close of the fiscal year. The Annual Financial Report shall be filed with the auditor of the state at "Auditor of State, Local Government Services Division, 88 East Broad Street, Columbus, Ohio 43216-1140" or "Post Office Box 1140, Columbus, Ohio 43216-1140."

The Annual Financial Report shall contain the following:

- amount of collections and receipts, and the accounts due from each source;
- amount of expenditures for each purpose;
- income of each public services industry owned or operated by the School and the cost of such ownership or operation; and
- amount of any public debt of each taxing district, the purpose for which each item of such debt was created, and the provision made for the payment thereof.

Failure to submit the annual report may result in the School being fined.

A copy of the Report shall be maintained by the School's Fiscal Agent as a public record pursuant to the adopted Schedule. At the time the Annual Financial Report is filed with the auditor of state, the Fiscal Agent shall publish notice in a local newspaper of general circulation, stating that the annual report has been prepared and is available for public inspection.

Ohio: R.C. 117.38, OAC 117-2-03.

Cross-Reference: Policy 1751, Annual Budget.

School Asset Policy

The School maintains a number of assets that have been obtained from different sources. This policy ensures that all of the School's assets are properly handled and disposed of, and that the School complies with the Generally Accepted Accounting Principles, as required by the auditor of state.

Fixed Asset Policy

A "fixed asset" is defined as any asset which has a useful life of at least one (1) year and an initial cost equal to or exceeding \$5,000, regardless of whether the asset is leased or purchased.

Valuating. Fixed assets shall be recorded according to their historical cost. If the historical cost is unavailable, the fixed asset(s) shall be recorded according to their estimated historical cost, as determined by the Fiscal Agent in accordance with any applicable policies adopted by the auditor of state. Any donated fixed assets shall be recorded according to the fair market value at the time the donated item was received. All fixed assets shall be depreciated using straight-line depreciation. The estimated life for all fixed assets, for purposes of depreciation, shall be determined in accordance with the guidelines established by the Association of School Business Officials (ASBO).

Asset Records. The following information shall be maintained regarding each fixed asset:

- description of the asset;
- name of the person or entity owning title to the asset;
- classification of the asset (real property, furniture, equipment, or leased fixed asset);
- identifying information (serial number, tag number, etc.)
- date acquired and vendor from whom acquired;
- current location and use of the asset;
- purchase price of the asset and the percentage of federal government assistance;
- accumulated depreciation;
- current condition and estimated value of the asset;
- date and method of disposal of asset; and
- records produced as a result of physical inventories.

Physical Inventory. A physical inventory of all the School's assets shall be conducted at least once every year. The physical inventory serves to verify the existence and condition of all equipment. The records of the physical inventory shall be reconciled with the available asset records.

Managing Assets. Fixed assets should be maintained in working order. The School shall create and implement a system to help minimize the likelihood of theft, damage or loss of its assets. As part of this system, all fixed assets shall have a School asset sticker displayed in a conspicuous location. No items should leave the School without the prior knowledge of the Head Administrator or his/her designee. All reports of damage, loss, or theft will be investigated.

Disposing Fixed Assets. Fixed assets may be disposed of in any manner that is approved by the Governing Authority. When selling an asset, the asset must first be valued according a reasonable valuation procedure as established by the School.

Board Adopted 10.17.16

Title I Asset Policy

Assets that are purchased with Title I funds and/or are provided by a federal agency are subject additional statutes and regulations. These special rules and guidelines apply in addition to the rules and guidelines of the stated above. If there is a conflict, the specific provisions of this Policy shall prevail.

Management and Disposal of Equipment Provided by a Federal Agency. All assets that are provided by a federal agency shall be titled in the name of the Federal Government and shall be maintained and disposed of according to standards set or approved by the federal agency. In accordance with 2 C.F.R. § 313(d)(4), the School maintains adequate maintenance procedures to ensure that property is kept in good condition.

Management and Disposal of Title I Real Property. All real property acquired with Title I funds shall be managed and disposed of according to the following rules and guidelines:

- the property shall be titled in the name of the School;
- the property shall only be used for such purposes that are permitted according to the terms of the grant;
- the School shall not sell, give, trade, or take any other action affecting the legal status of the title; and
- when the property is no longer being used for a permitted purpose, then it shall be disposed of in a manner indicated or otherwise approved by the agency who originally granted the funds.

Management and Disposal of Title I Equipment. All equipment acquired with Title I funds shall be managed and disposed of according to the following rules and guidelines:

- the equipment shall be used in the program or project or which it was acquired so long as needed, whether or not the project or program continues to be supported by Federal funds;
- when the equipment is no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency, with priority being given to any programs or projects currently or previously supported by the same Federal agency;
- the School shall not use the equipment to provide services for a fee;
- when acquiring replacement equipment, the School must gain the approval of the Federal agency before either using the equipment as a trade-in or selling the equipment and putting the proceeds towards the cost of replacement equipment;
- when the original or replacement equipment is no longer needed, it may be retained, sold or otherwise disposed of, subject to the requirement that if the fair market value of the equipment exceeds \$5,000, the Federal agency may have a right to a portion of the fair market value of the equipment, as determined in accordance with 34 C.F.R. 80.31. State statutes may impose additional obligations upon the sale of such property.

Federal: 34 C.F.R. 80.31, 34 C.F.R. 80.32.

Ohio: R.C. 117.09, O.A.C. 117-2-02, O.A.C. 117-2-05.

Cross-Reference: Policy 1757, Duties and Responsibilities Related to Federal Grants; Policy 3130, Title I Compliance.

Audit Committee

The Governing Authority shall establish and oversee the School's Audit Committee. The Audit Committee is an advisory committee that assists the Governing Authority in fulfilling the Governing Authority's financial obligations. The Audit Committee ensures that all internal and external audit functions receive appropriate oversight.

Composition

The Audit Committee must be composed of at least three members and may be composed in any of the following manners:

- all of the Governing Authority Members,
- at least three of the Governing Authority Members, or
- at least three Governing Authority Members and an outside consultant approved by the Governing Authority.

Each committee member must be financially literate. At least one member of the Audit Committee shall have expertise regarding financial reporting.

The Audit Committee's term of office shall last for one (1) year. All members of the Audit Committee shall perform their duties in good faith and in the School's best interests.

Meetings

The Audit Committee shall meet as often as necessary to address and carry out its duties and responsibilities. All Audit Committee members are expected to attend each meeting. Agendas will be prepared prior to each meeting. Minutes shall be kept for each meeting.

Duties and Responsibilities

The Audit Committee's duties and responsibilities include, but shall not be limited to, the following:

- reviewing the results of any external audit and assuring that all recommendations are given appropriate consideration;
- reviewing all annual financial reports that are filed with the auditor of state;
- periodically reviewing all other financial reports and information submitted to the Governing Authority throughout the fiscal year;
- serving as liaison to assist communications between the Governing Authority and any external auditor;
- reviewing the School's practices and procedures regarding reporting of questionable accounting or auditing matters, an suspected embezzlement or other fraud; and
- reporting committee actions to the School Governing Authority with the Committee's recommendation.

All recommendations made by the Committee are subject to ultimate approval by the Governing Authority.

Purchasing

The Governing Authority wishes to ensure that all necessary supplies, equipment, and other necessary materials are obtained fairly and efficiently. Purchases up to \$2,500 must be approved by the Head Administrator and do not require the Governing Authority's approval. Purchases over \$2,500 must be approved by the Governing Authority prior to being purchased. To be approved,

- the purchase must be submitted by an authorized person;
- the purchase must not conflict with Policy 1450, Ethics and Conflicts of Interest, and/or all other applicable laws that apply to all Governing Authority Members, staff members, and other representatives/
- the purchase must be solely for School use and not for any other use;
- the purchase must not be already owned and cannot be obtained through other means such as joint/cooperative purchasing;
- the purchase must adequately meet the School's needs and can be properly maintained;
- the purchase may be made through a local vendor, if any kind of advantage will result; and
- the purchase, if an ongoing commitment, was renewed each year in writing.

Nothing in this Policy shall limit the right of any person to receive royalties pursuant to the purchase of a textbook that has been approved for use in the School.

Any invoices presented to the Governing Authority for approval must adhere to the following guidelines:

- all invoices must be pre-approved by the Fiscal Agent for payment prior to presentment to the Governing Authority;
- all invoices must contain a sufficient amount of detail to for the Governing Authority to assure that the goods or services were provided for School purposes; and
- the vendor requesting payment on an invoice must certify that the goods or services were provided for School purposes.

Ohio: O.A.C. 117-2-02.

Cross-Reference: Policy 1450, Ethics and Conflicts of Interest; Policy 1756, Credit Cards; Policy 5452, Reimbursement of Staff Members; Policy 5451, Contracts & Leasing; Purchasing.

Credit Cards

The Governing Authority realizes that as credit card use becomes increasingly common, clear rules must be established regarding their use. Accordingly, the following Policy is establishing what constitutes an acceptable use and states the procedures for using a credit card.

“Credit card” is defined to include credit cards, business check cards, and debit cards.

Credit Card Agreements must be approved by the Head Administrator and the Management Company.

Acceptable Purposes

Credit Card purchases must be limited to those purchases made for the School's benefit and for an acceptable purpose. Acceptable purposes are those that approved by the Governing Authority and include the following:

- transportation related expenses including: taxi fares, mileage, fuel; parking and other transportation expenses;
- accommodation expenses;
- conference/course registration fees;
- meal purchases including gratuity up to 20%;
- vendor purchases, where the vendor refuses to accept other forms of payment;
- student trip expenses, provided the use is necessary, preapproved by the Head Administrator, and properly budgeted; and
- any other use that is deemed appropriate and acceptable by the Head Administrator.

Unacceptable Purposes

Individuals are prohibited from making unacceptable purchases. Unacceptable purchases include, but are not limited to the following:

- cash advancements/disbursements, unless approved;
- the purchase of alcoholic beverages, tobacco products, and any related gratuity;
- personal expenses not otherwise permitted under this Policy; and
- any purchases that are not approved and/or are consistent with this policy.

If any individual uses a credit card in an unacceptable purchase, the employee will be held financially responsible for paying the expenses and any interest incurred. Furthermore, any employee or other representative that makes unacceptable purchases may be subject to disciplinary action and may have his/her credit card privileges revoked.

Tax Exemption Forms.

As a tax-exempt entity, the School does not pay State or local taxes regarding any purchase made pursuant a School purpose. All purchases on behalf of the School shall inform the merchant that the purchase is for “Official School Business” and that the purchase is tax exempt. If the merchant refuses to waive the State and local taxes, the purchaser is required to present a tax exemption form to the merchant. If the merchant still refuses to waive the State and local taxes after presenting the form, the purchase may still be made.

All authorized persons are required to carry a sufficient number of tax exemption forms so that such a form can be presented to any merchant to refuse to waive State and local taxes regarding the sale. Tax exemption forms may be obtained from the Head Administrator.

Credit Card Use Procedures

All School employees and other representatives shall strictly adhere to the following rules and guidelines.

- All requests for the use of a credit card shall be submitted, in writing, to the Head Administrator.
- The employee shall be responsible for the credit card's safe storage while the credit card is in his/her possession to avoid loss of the card and to avoid any unauthorized charges. If the card is lost or stolen, the employee shall immediately inform his/her immediate supervisor and the Head Administrator.
- The employee shall make every attempt to have the State and local taxes waived regarding a purchase, include notifying the merchant that the purchase is for "Official School Business" and presenting a tax exemption form.
- The employee shall return the credit card to the Head Administrator as soon as reasonably practicable following the credit card purchases.
- The employee shall request and maintain all receipts and appropriate documentation regarding all purchases made with the credit card. All receipts and documentation shall be presented to the Head Administrator as soon as reasonably practicable, but not later than five (5) days after the purchase. If the receipt is not presented within this time, the employee may be held responsible for payment of the purchase, the associated interest and expenses.
- If the employee is terminated, resigns, or otherwise ends employment with the School, all credit cards shall be returned immediately and the former employee will be held liable for continued use.

Credit Card Management

The Head Administrator is responsible for storing all credit cards in a locked storage area. All credit card payments shall be made through the office of the Head Administrator. The Head Administrator shall monitor and reconcile all credit card activity each month. Credit Card activity shall be reported to the Governing Authority.

Cross-Reference: Policy 1755, Purchasing; Policy 5452, Reimbursement of Staff Members.

Duties and Responsibilities Related to Federal Grants

The following duties and responsibilities are imposed upon the School when seeking, obtaining, monitoring, or otherwise administering grant money, as indicated below. This Policy supplements, rather than replaces, other existing and applicable Policies.

Grant Administration

The School shall designate an assigned employee who shall be responsible for ensuring compliance with all internal control measures related to grant money. In order to ensure that grants submitted and obtained by the School are effective and properly administered, the following duties and responsibilities are placed on the assigned employee:

- the duty to monitor all applications for federal grants that have been submitted but are still pending, and to prepare a report or summary regarding the status of all outstanding grant applications, which shall be submitted at each regularly scheduled Governing Authority meeting;
- the duty to monitor the expenditures made from each federal grant and to prepare a report detailing the accumulated amount and type of expenditures made from each grant, which shall be submitted at each regularly scheduled Governing Authority meeting; and
- the duty to review each final expenditure report federal grant for accuracy and completeness, and to reconcile that final expenditure report with the School's other financial records.

The assigned employee must follow all internal control guidelines as set forth in the "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States.

In the event that an instance of noncompliance is identified by the assigned employee in an internal audit, prompt action must be taken by the School to correct such noncompliance.

Contract Procurement

When federal grant funds are used to obtain a contract for goods or services, the School shall adhere to the rules below.

- All policies and procedures established by the federal agency providing the grant are controlling, and, to the extent there is any conflict with these Policies, shall prevail.
- Contracts shall be procured through a competitive process as required by law. If a bidding process is used, the contract shall be awarded to the bid which, from the perspective of the School, is most beneficial and cost-effective.
- The School shall carefully review each contract funded with grant money to ensure that the products or services purchased are necessary.
- With respect to equipment or other materials, the School shall compare the advantages and disadvantages associated with leasing versus purchasing.
- The School shall perform a cost analysis before entering or approving any contract.

Board Adopted 10.17.16

Accurate, current, and complete disclosure of the financial results of each federal award or program must be made in accordance with the financial reporting requirements. The assigned employee is responsible for managing the budget and accounts payable of the School related to grant awards.

Accounting Records

The School must maintain records which adequately identify the source and application of funds provided for federally-assisted activities. These must be supported by source documentation.

The assigned employee shall be responsible for compiling timely and accurate financial reports, subject to the review and approval of the Governing Authority. The reports must be prepared and submitted as specified by the financial reporting clause of each grant or contract award, and include monthly and cumulative expenditures, project budgets, and a balance remaining column.

Budgeting

Initial discussions regarding the budget shall begin prior to the School receiving the GAN. The School shall designate at the planning phase the parties involved in the initial budget discussions. The School shall base these early decisions on any prior year's grant award, if applicable, and make adjustments to this initial budget upon receipt of the GAN. The assigned parties shall take into account existing resources in determining the initial budget to determine if existing resources such as unused equipment could benefit the planned program.

The assigned employee reviews the items in the budget to ensure allowability. If it is determined that a cost is not allowable, then revisions to the budget must be made pursuant to this determination.

Once it is determined that all budgeted items are allowable, the budget is sent to the Governing Authority for final review and approval.

Upon receiving the GAN, the Governing Authority shall meet to discuss the initial grant budget and any adjustments which need to be made based on the GAN.

Amending the Budget

Budget revisions are required prior to obligations in an object/functions category exceeding 10% of the most current approved budget cell.

Budget Control

The School monitors its financial performance by comparing and analyzing actual results with budgeted results. The assigned employee shall prepare reports which compare actual expenditures to budgeted amounts at least quarterly.

Spending Grant Funds

The School shall follow any and all federal, state, and local requirements, including those requirements imposed by EDGAR and 2 CFR Part 200 the Uniform Administrative Requirements, and any imposed by the award or grant itself. All costs must be adequately documented.

Direct and Indirect Costs

Determining Whether a Cost is Direct or Indirect: Direct costs are costs identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. 2 C.F.R. § 200.413(a).

Interest will be calculated quarterly. Total federal grant cash balances will be calculated on cash balances per grant and applying the School's interest rate. Within 30 days of the end of the quarter, the School will remit interest earned on U.S. Department of Education grants. The School may retain up to \$500 of interest earned per year.

Timely Obligation of Funds

Obligations are orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

If the obligation is for:	The obligation is made:
Acquisition of property	On the date which the School makes a binding written commitment to acquire the property
Personal services by an employee of the School	When the services are performed
Personal services by a contractor who is not an employee of the School	On the date which the School makes a binding written commitment to obtain the services
Public utility services	When the School receives the services
Travel	When the travel is taken
Rental of property	When the School uses the property
A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 CFR part 200, Subpart E-Cost Principles.	On the first day of the project period.

Period of Performance of Federal Funds

All obligations must occur on or between the beginning and ending dates of the grant project ("the period of performance").

Regardless of the period of availability, the School must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of availability or liquidated within the appropriate timeframe are said to lapse and must be returned to the awarding agency.

Carryover

State-Administered Grants: The Tydings Amendment extends the period of availability and permits recipients to "carryover" any funds left over at the end of the initial 15 month period for an additional 12 months. The Assigned employee is responsible for tracking carryover and creating a carryover reporting sheet annually.

Direct Grants: School is authorized to extend a direct grant automatically for one 12-month period. The School must provide written notice of extension to the federal awarding agency at least 10 calendar days before the end of the period of performance specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. The written notice must provide the reasons for the extension as well as the revised period of performance. Any proposed notice for extension must be approved by the Governing Authority at least 30 days' prior to the end of the period of performance.

The School will seek prior approval from the federal agency when the extension will not be contrary to federal statute, regulation or grant conditions and:

other records of the School which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the School's personnel for the purpose of interview and discussion related to such documents.

Privacy

The School shall take reasonable measures to safeguard protected personally identifiable information and other information that the awarding agency or pass-through entity designates as sensitive in accordance with all federal, state, and local laws regarding privacy and obligations of confidentiality.

Cross-Reference: Policy 1753, School Asset Policy.

Insurance Coverage

The Governing Authority shall purchase and maintain, using school funds, an insurance policy or policies sufficient to protect the School from major financial liability and loss. The duty to administer the insurance policy(s) shall be delegated by the Governing Authority to the Fiscal Agent, the Head Administrator, the Treasurer, or the Management Company.

Adequate insurance coverage shall include, but shall not be limited to, the following areas:

- property loss insurance coverage for all School buildings and their contents;
- comprehensive bodily injury and property damage coverage for all School-owned motor vehicles;
- any necessary specialty insurance coverage for equipment not adequately covered by existing insurance policies;
- worker's compensation coverage;
- employee insurance coverage as required by the Sponsor Contract or Governing Authority directive;
- professional liability insurance coverage for all Governing Authority Members and officers; and
- any additional insurance required pursuant to the Sponsor Contract.

Procedures Related to Independent Contractors

The School may contract with an Independent Contractor provided the School follows the proper procedures.

An "Independent Contractor" is defined as an individual who is employed by the School on a contractual basis, but is not treated as an employee of the School for tax purposes.

An updated list of all independent contractors that are currently working or have previously worked under a contract with the School shall be maintained.

Procedure for Hiring

The School will not hire an Independent Contractor unless:

- no School employees are qualified to perform the service;
- a School employee is qualified to perform the service, but performing the service would interrupt the School's ongoing operations and activities; or
- in the opinion of the Governing Authority, or its designee, it is in the School's best interest to hire the Independent Contractor.

By law, the School is required to follow procedures when working with an independent contractor. Accordingly, the Head Administrator is responsible for ensuring that the mandated procedures and guidelines listed below are followed.

- For all contracts over \$600, a written contract shall be made describing the services to be provided with sufficient detail. The contract must be signed prior to beginning the services and shall then be maintained by the School.
- The School shall obtain a completed W-9 form from the independent contractor. Under no circumstances shall the School use a W-2 form when working with an independent contractor. If any state retirement system decides that the School must make payments on behalf of the independent contractor, such payments shall be deducted from the independent contractor's gross payment.
- Prior to generating payment pursuant to any contract with an independent contractor, the School shall require sufficient substantiation from the independent contractor in order to ensure that the contracted services have been provided as contemplated by the contract.
- If required by federal or state law, the School shall complete a Form-1099 for the independent contractor at the end of the tax year. One copy shall be delivered to the independent contractor, one copy shall be submitted to all appropriate government offices, and at least one copy shall be maintained for School records.

Essential School Services

Under Ohio law, the School must also comply with rules regarding Independent Contractor employees whom provide "essential" school services. Essential school services are defined by law as services provided by a

private company under contract that the Head Administrator determines are necessary and that would need to be provided by employees of the School if the services were not provided by the private company.

In order for an independent contractor to provide "essential" school services, the independent contractor must:

- present proof that the individual has been the subject of a criminal records check, conducted in accordance with R.C. 3314.41(D) at some point within the five-year period immediately prior to the date on which the person will begin working with the School, and the criminal records check indicates that the person has not been convicted of or plead guilty to any offense as described in R.C. 3319.39(B); or
- during any period of time in which the individual will have routine interaction with a child or regular responsibility for the care, custody, or control of a child, an employee of the School will be present in the same room or, if outside, within a thirty-yard radius of the child or have visual contact with the child.

Federal: 26 U.S.C. 6041.

Ohio: R.C. 3314.41.

Attachment 14

Attachment 15

SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as "Agreement") is entered into on this 1 day of July, 2017 by and between the Governing Board of the North Central Ohio Educational Service Center (hereinafter referred to as "NCOESC") and the Governing Authority of the Greater Summit County Early Learning Center (hereinafter referred to as "the School") upon the following terms and conditions.

WHEREAS, pursuant to 3314.01(B), the School is legally authorized to contract with NCOESC for various services; and

WHEREAS, the School desires that NCOESC provide it with certain services pursuant to the terms and conditions set forth herein; and

WHEREAS, NCOESC desires to provide the School with certain services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for mutually acceptable consideration, the parties hereto agree as follows:

1. Services: The ESC shall employ and provide the School with the personnel specified in Exhibit A attached hereto (hereinafter referred to as "the Personnel").
2. Payment for Services: As consideration for providing the Personnel, the School shall pay NCOESC one hundred six percent (106%) of NCOESC's total cost of employing the Personnel, which shall include salary, benefits, health insurance, paid sick, personal, and vacation leave as applicable, and other fringe benefits, which is calculated to be Nine Hundred Twenty-Five Thousand Six Hundred Sixty and 65/100 Dollars (\$925,660.65) for the term of this Agreement. Said amount shall be paid in twelve (12) equal installments of Seventy-Seven Thousand One Hundred Thirty-Eight and 39/100 Dollars (\$77,138.39) due on or before the 15th of each month, beginning July, 2017 and ending June, 2018. In the event that there are changes in the Personnel during the term of this Agreement, whether due to an increase or decrease in staffing levels, a change in the fringe benefits provided to staff members, the replacement of a staff member with another staff member having a different salary, or otherwise, the payment amounts specified above shall be adjusted accordingly.
3. Additional Costs: In addition to the payments required by Section 2 above, the School shall also be responsible for any additional costs incurred by NCOESC from unemployment compensation benefits, severance payments, and/or workers compensation benefits that are paid to the Personnel. These additional costs shall be billed separately and shall be due upon receipt of the invoice.
4. Late Payments: Late payments shall be subject to a late fee of two percent (2.0%). In the event that a payment is late by thirty (30) or more days, NCOESC may immediately terminate this Agreement and lay off the Personnel, and the School shall be responsible for all costs that NCOESC incurs therefrom, including but not limited to unemployment compensation benefits.

5. Term: This Agreement shall be for a term of one (1) year, commencing on July 1, 2017 and ending on June 30, 2018. Notwithstanding the foregoing, NCOESC may, with or without cause, terminate this Agreement by providing the School with at least sixty (60) days advance written notice thereof. In the event that this Agreement is terminated, the School shall pay all outstanding compensation owed to NCOESC for the Personnel provided through the effective date of the termination.
6. Cooperation: Upon NCOESC's request, the School shall provide, without charge, copies of all information, data, records, and/or reports which NCOESC deems necessary to provide the Personnel. Appropriate conferences shall also be scheduled at convenient times with essential administrative personnel of both parties for the purpose of discussing necessary information.
7. Limitation on Warranties: This Agreement is a service contract. Accordingly, NCOESC disclaims all expressed, implied, and/or statutory warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.
8. Compliance with Law: Both parties shall comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies, including but not limited to those governing the disclosure of confidential information regarding students and/or their family members, such as the Family Educational Rights and Privacy Act (20 U.S.C. §1232g).
9. Breach: If either party breaches a provision of this Agreement, the non-breaching party shall provide the breaching party with written notice of said breach. If the breach is remedied within fifteen (15) days of receipt of the breach notice, said notice shall be void. If the breach is not remedied within fifteen (15) days of receipt of the breach notice, the non-breaching party shall have the right to terminate this Agreement upon expiration of said remedy period. Neither party shall be responsible to the other for any losses or failure to perform its respective obligations under this Agreement when such loss or failure is caused by conditions beyond the party's control, such as fire, explosion, water, act of God, civil disorder or disturbance, labor dispute, vandalism, war, riot, sabotage, weather or energy related closing, governmental regulations, or other similar causes. In the event that this Agreement is terminated pursuant to this provision, the School shall pay all outstanding compensation owed to NCOESC for the Personnel provided through the effective date of the termination.
10. No Waiver: No failure of either party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other party with any obligation or condition hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand strict compliance with any of the terms of this Agreement. Waiver by either party of any particular default shall not affect or impair either party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that party of any right hereunder, or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its term.

11. Amendment: This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties.
12. Assignment: Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party.
13. Entirety: This Agreement contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior service contract or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.
14. Governing Law: The laws of the state of Ohio shall govern the validity, performance, and enforcement of this Agreement.
15. Notices: Any notice required or permitted herein shall be in writing and deemed given if delivered personally or if sent via certified U.S. mail.
16. Severability: Each article, paragraph, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.
17. Section Headings: The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

Governing Authority of the Greater
Summit County Early Learning Center

By: _____
Governing Authority President

By: _____
Fiscal Officer

By: _____
Director

Governing Board of the North Central
Ohio Educational Service Center

By: _____
Governing Board President

By: _____
Treasurer

By: _____
Superintendent