

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

**Mahoning Valley Opportunity Center**

This school was assumed by the Office of School Sponsorship on July 1, 2017 pursuant to settlement agreement with the sponsor which was rated poor on the 2016-2017 Sponsor Evaluation. The Assumption of the school was pursuant to ORC 3314.016(C). This school subsequently voted to close and did not sign the assumption agreement.

**AMENDED AND RESTATED**

**COMMUNITY SCHOOL CONTRACT**

**BETWEEN**

**YOUNGSTOWN CITY SCHOOL DISTRICT**

**AND**

**MAHONING VALLEY OPPORTUNITY CENTER**

This Amended and Restated Contract (herein "Contract" or "Contract"), dated this 1<sup>st</sup> day of July, 2015, is made and entered by and between the Youngstown City School District Board of Education (hereinafter referred to as "the Sponsor") and the governing authority of the Mahoning Valley Opportunity Center (herein after referred to as "the Governing Authority"). The Sponsor and the Governing Authority are jointly referred to herein as "the Parties."

**RECITALS**

1. Ohio Law requires the Sponsor and the Governing Authority to enter into a contract pursuant to R.C. 3314.03 which authorizes and creates the community school and which commands in detail how the community school will be set up, governed, and operated;
2. The Governing Authority hereby covenants that its purpose in creating and operating a community school is to provide a sound and creative educational program for the students of the school and is not for the purpose of its officer's or benefactor's personal financial gain or to make a profit on the operation of the community school;
3. The Parties entered into the initial Community School Contract (herein "Contract") effective January 13, 2006 for its initial term of one school year (2005-06) commencing January 13, 2006, and ending on June 30, 2006, subject to additional separate one-year terms, not to exceed five years from the date of Contract commencement or June 30, 2010, whichever is sooner.

4. The Parties renewed the Contract through June 30, 2010, according to the renewal terms of the Contract, and they now desire to further renew the Contract beyond June 30, 2010, as permitted by R.C. 3314.03 (E) pursuant to the terms and conditions hereinafter stated,

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

### **AGREEMENT**

A. **Creation, Name, and Location of the Community School.** Upon execution of this Renewal Contract, the Parties extend the operation of a new start-up community school known as the Mahoning Valley Opportunity Center located in the City of Youngstown, Ohio.

B. **Non-Profit Status.** The Mahoning Valley Opportunity Center shall be established and operated as a public benefit corporation in accordance with Chapter 1702 of the Ohio Revised Code. The Governing Authority has provided the Sponsor with copies of the Articles of Incorporation and the regulations for the government of the corporation and will provide Sponsor with any amendments or additions thereto upon their adoption by the corporation. The Governing Authority shall provide Sponsor with notice of meetings of the corporation at such time and in such manner as voting members of the corporation are notified of the meetings. The Sponsor or its agent has the prerogative to attend all meetings of the Governing Authority's corporation and to be placed on the agenda for the purpose of addressing the Board of Directors, and the Articles of incorporation or corporate regulations shall so provide.

C. **Education Program.** The Sponsor has the prerogative to approve the form and content of the education program for the Mahoning Valley Opportunity Center (herein "the School"). The education program for the School shall be as follows:

1. **The School's Mission.** The mission of the School shall be: See Exhibit C.1.).

2. Student Population. The School is expected to attract students who are: See Exhibit C.2., and see Paragraph F on page 5.

The students attending the School will range in age from 15 to 22 years and will be assigned as appropriate to grades 9 through 12. Notwithstanding the foregoing and anything to the contrary in this Agreement, the Governing Authority may apply for and receive funds to provide a dropout prevention and credit recovery program for individuals between the ages of 22 and 29 without a diploma, and operate such a program for such expanded ages, consistent with R.C. 3314.38, R.C. 3317.231, Section 263.40 of House Bill 483 (130th Gen. Assembly, eff. 9/15/14), and Section 733.10 of House Bill 483 (130th Gen. Assembly, eff. 9/15/14) and any related regulations or procedures adopted by the State Board of Education or the Ohio Department of Education.

3. Curriculum. The focus on the curriculum at the School shall be: See Exhibit C.3.

4. Miscellaneous Components. The education program of the School shall be: See Exhibit C.4.

D. Academic Goals. The Sponsor has the prerogative to approve the form and content of the academic goals for the School. The academic goals of the School shall be to: See Exhibit D.

E. Performance Standards. The Governing Authority shall meet the following performance standards as of the dates specified for each standard: Compliance with its Comprehensive Plan (Exhibit F) and Education Program as set forth in Section C above, and achievement of its academic goals (Exhibit D) and performance standards (Exhibit E). The performance standards may be modified from time to time by the Sponsor and the Governing Authority.

In evaluating the performance of the School, the Sponsor and/or its agents will consider: See Exhibit E.

While conducting this performance review, the Sponsor or its agents shall have access to all classrooms and other areas of the School for the purpose of observing administrators, teachers, staff, and students during the school day, and may interview administrators, teachers, staff, and students about their experience at the School. The Sponsor or its agent may inspect and obtain copies of any and all documents maintained at the School. The purpose of this review shall be for the Sponsor to gauge the extent to which the Governing Authority and School are in compliance with the School's education program, academic goals, performance standards, comprehensive plan, and the provisions of this Renewal Contract. The Sponsor's conclusions shall be compiled in a written report, a copy of which shall be

provided to the Governing Authority. The report shall be a public record. The Governing Authority shall act to rectify any deficiencies noted in the report in a timely manner or by a specific date. The Sponsor has the sole authority to conclude whether the Governing Authority has succeeded in a timely fashion in meeting the performance standards required by this Renewal Contract. The Sponsor shall review the School's performance annually.

**F. Admission Standards.**

1. Admission to the School shall be pursuant to R.C. 3314.06 and shall be open only to any individual who has attained and completed grade level eight, who is age fifteen (15) to twenty-two (22), and who resides in the State of Ohio without tuition, or out-of-state as allowed by law with tuition. (See also Exhibit C.2.)

2. There will be no discrimination in the admission of students to the School on the basis of race, creed, color, handicapping conditions or sex; and upon admission of any handicapped student, the School will comply with all federal and state laws regarding the education of handicapped students.

3. The School may not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.

4. The School will admit the number of students that does not exceed the capacity of the School's programs, classes, grade levels, or facilities. Capacity levels are established as follows: Grade levels 9 through 12 with a capacity maximum of 400 students total.

5. If the number of applicants exceeds the capacity restrictions of paragraph 4 of this section, students shall be admitted by lot from all those submitting application, except preference shall be given to students attending the School the previous year and may be given to siblings of students.

**G. Dismissal Procedures.**

**1. Student.**

a. The School and Governing Authority must comply with Ohio law on student suspension, expulsion, removal, and permanent exclusion. Prior to the opening of the School, the Governing Authority shall adopt and distribute a Code of Student conduct for students attending the School which shall list prohibited conduct, due process procedures, and applicable sanctions for misconduct.

b. A student who fails to attend school without a legitimate excuse, for one hundred five (105) consecutive learning hours offered, will be automatically withdrawn from the School.

2. **Employees.** The Sponsor shall grant an unpaid leave of absence of at least three years to each of its teachers or non-teaching employees who are employed by the School. Such employees may request additional leaves of absence from the Sponsor beyond the initial three-year period. If such employees are employed under a limited contract with the Sponsor, the time period of the limited contract is tolled during employment at the Governing Authority. The Governing Authority shall be the employer of the employees at the School for all purposes under Ohio law, including but not limited to collective bargaining and retirement benefits purposes. The Governing Authority bears the sole responsibility to defend the decision to discipline or dismiss an employee working at the School. The Governing Authority shall pay for any expenses incurred in defending its personnel decisions. Such expenses include consultant or attorneys' fees, arbitration fees, and back pay and other damage awards resulting from the personnel decision.

H. **Racial and Ethnic Balance.** The Governing Authority shall ensure that the School will achieve racial and ethnic balance which is reflective of the community it serves by conducting periodic town meetings describing the community school at times and at convenient locations (or open houses at the School) targeted at racial and ethnic groups in the area, or, advertising in diverse locations.

I. **Program Audits.**

1. The School shall be subject to program audits by the Sponsor and by the Ohio Department of Education. The Parties shall cooperate fully with the Ohio Department of Education, its agents, and employees during any program audit conducted by the ODE.

J. **Qualifications of Teachers.** Teachers employed at the School shall meet the following qualifications:

1. All teachers shall be certificated or licensed in accordance with Sections 3319.22 to 3319.31, of the Revised Code, except that the Governing Authority may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to Section 3319.301 of the Revised Code;

2. Teachers employed at the School are not subject to the Sponsor's Local Professional Development Committee. The Mahoning Valley Opportunity Center has and shall have its own Local Professional Development Committee.

**K. Responsibility for Contract Provisions.** The Governing Authority of the School will be responsible for carrying out the provisions of this Contract.

**L. Disposition of Employees.** The Governing Authority's requirements and procedures regarding the disposition of employees of the School in the event the Contract is terminated or non-renewed pursuant to Section 3314.07 of the Ohio Revised Code are as follows:

If there is a collective bargaining agreement that applies, the collective bargaining agreement shall be followed. In the absence of an applicable collective bargaining agreement, the School may elect to treat employees as laid-off or their positions abolished.

**M. Required Minimums.** The School shall provide learning opportunities consistent with its education program, academic goals, performance standards, comprehensive plan, and this Contract to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year.

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

**O. Compliance with Law and Policy.**

1. The School shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.711, 3301.712, 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, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.814, 3313.816, 3313.817, 3313.86, 3313.96, 3313.073, 3319.321, 3319.39, 3319.391, 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 Chapters 117, 1347, 2744, 3365, 3742, 4112, 4123, 4141, and 4167 of the Revised Code as if it were a school district, and will comply with Section 3301.0714 of the Revised Code in the manner specified in R.C. 3314.17. The School

will comply with these sections and chapters of the Ohio Revised Code now in effect and as may be subsequently amended or supplemented.

2. The School shall comply with Chapter 102 of the Revised Code and Section 2921.42 of the Revised Code except that nothing in that chapter shall prohibit a member of the School's governing board from also being an employee of the School and nothing in that chapter or Section 2921.42 of the Revised Code shall prohibit a member of the School's governing board from having an interest in a contract into which the governing board enters that is not a contract with a for-profit firm for the operation or management of a school under the auspices of the Governing Authority.

3. The Governing Authority shall confer diplomas upon its graduates.

4. The School shall comply with Sections 3313.61, 3313.611 and 3313.614 of the Revised Code, except that the requirement in R.C. Sections 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Governing Authority of the community school rather than the curriculum specified in Title 33 of the Revised Code or any rules of the State Board of Education.

5. As required by R.C. 3314.03(A)(22), the Sponsor and the School recognize both of the following:

a. The Authority of Public Health and Safety Officials to inspect the facilities of the School and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations; and

b. The Authority of the Ohio Department of Education as the community school oversight body to suspend the operation of the School under R.C. 3314.072 if the Department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.

6. The Governing Authority, the School, and the Sponsor shall comply with Chapter 3314 of the Revised Code in planning, overseeing, and operating the School.



P. **Liability Insurance.** The Governing Authority shall purchase and maintain insurance as described below:

1. Commercial or Comprehensive General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said insurance shall include, but not be limited to, premises and operations liability, independent contractor's liability, and personal injury liability.

2. Each said comprehensive or commercial general liability insurance policy shall be endorsed with the following specific language:

a. The Sponsor, its officers and employees, are named as additional insureds for all liability arising out of the operations by or on behalf of the name insured of the School.

b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

c. The insurance provided herein is primary coverage to the Sponsor with respect to any insurance or self-insurance programs maintained by the Sponsor and no insurance held or owned by the Sponsor shall be called upon to contribute to a loss, except for the sole negligence of the Sponsor.

d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Sponsor.

3. **Documentation.** The following documentation shall be submitted to the Sponsor:

a. Properly executed Certificate of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said certificates shall be submitted prior to the execution of this Contract.

b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Contract.

c. Upon the Sponsor's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of Sponsor's request.

4. Policy Obligations. The Governing Authority's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

5. Material Breach. If the Governing Authority, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of this Contract.

**Q. Annual Report.** Within four months after the end of each school year as required by R.C. 3314-03(A)(11)(g), the Governing Authority shall submit to the Sponsor, the parents of all students enrolled in the School, and the Legislative Office of Education Oversight, an annual report of its activities and progress in meeting the academic goals and performance standards set forth in this Contract as required by R.C. 3314.03(A)(3) and (4), and, its financial status.

**R. Health Insurance and Other Benefits for Employees.** The Governing Authority may provide health insurance and such other benefits as may be established by the Governing Authority in its policies, in collective bargaining with the School's employees, or as otherwise provided herein.

**S. Financial Plan; Financial Records/Audits; and Designating Fiscal Officer.**

1. The Governing Authority shall submit a financial plan for the School prior to the executing and/or renewing of a School contract pursuant to Section 3314.03 of the Revised Code. The Governing Authority's financial plans for the School must meet the following requirements:

a. The financial plan must contain a detailed estimated school budget for each year that this Contract or subsequent School contracts for the School are in effect;

b. The financial plan must specify the Governing Authority's total estimated per pupil expenditure amount for each year of this Contract or subsequent School contracts for the School;

c. The financial plan shall specify for each year the base formula amount that will be used for the purposes of funding calculations under Section 3317.022 of the Revised Code.

2. The Governing Authority has submitted a financial plan for the School for each year this Contract is in effect which complies with the foregoing requirements and is attached as Exhibit S and incorporated herein by this reference. Copies of any future financial plans shall be completed by the Governing Authority and provided to the Sponsor prior to the execution of any future contracts to continue the operation of the School.

3. If the Governing Authority borrows the funds in anticipation of its revenue in accordance with Ohio law, the resulting debt obligation shall be that of the Governing Authority and not the Sponsor.

4. The Governing Authority shall maintain the School's financial records in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State of Ohio. Audits shall be conducted in accordance with Section 117.10 of the Revised Code. The School shall not 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, the Ohio Department of Education and the Sponsor.

5. The Governing Authority shall employ or contract for its own licensed fiscal officer.

**T. Specification of Governing Authority and Comprehensive Plan.**

1. The Governing Authority shall be comprised of a board of five or more persons selected in accordance with the Articles of Incorporation, the Code of Regulations of the Corporation, and the Comprehensive Plan attached hereto as Exhibit F.

2.

a. The School shall also submit to the Sponsor a comprehensive plan for the School. The comprehensive plan shall specify the following:

i. the process by which the Governing Authority will be selected in the future (see the School's Code of Regulations);

- ii. the management and administration of the School (see the School's organizational chart);
- iii. the instructional program and educational philosophy of the School (see Exhibits C.1., C.2., C.3., D., and E.); and
- iv. internal financial controls (see Exhibit S.).

b. The Sponsor has the prerogative to approve the form and content of the Governing Authority's comprehensive plan for the School.

c. The Sponsor has approved the initial comprehensive plan and a true and accurate copy of that plan is attached as Exhibit F and incorporated herein by this reference.

**U. Contract Term.**

1. This Contract will be for a term of five years commencing on July 1, 2015 and ending on June 30, 2020. Thereafter, unless either Party provides prior written notice of non-renewal to the other Party at least ninety (90) days prior to the expiration date of any one-year term of this Renewal Contract, then this Contract shall automatically renew for additional separate one-year terms from July 1 to June 30 of each successive year except as limited herein. Any contract that is renewed remains subject to the provisions of Sections 3314.07, 3313.072 and 3314.073 of the Revised Code.

2. The Sponsor, as authorized by R.C. 3314.07 may choose not to renew the Renewal Contract at the expiration of any term or may choose to terminate the Contract for any of the following reasons:

- a. failure to meet student performance requirements stated in the Contract;
- b. failure to meet generally accepted standards of fiscal management;
- c. violation of any provision of the Contract or applicable state or federal law; or
- d. other good cause.

3. The Sponsor may choose to terminate the Contract if the Sponsor has suspended the operation of the Contract under R.C. 3314.072.

4. Not later than the first day of February in the year in which the sponsor intends to terminate or take actions not to renew the community school's contract, the sponsor shall notify the school of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination or nonrenewal, and a statement that the school may, within fourteen days of receiving the notice, request an informal hearing before the sponsor. Such request must be in writing. The informal hearing shall be held within fourteen days of the receipt of a request for the hearing. Not later than fourteen days after the informal hearing, the sponsor shall issue a written decision either affirming or rescinding the decision to terminate or not renew the contract.

5. A decision by the sponsor to terminate a contract may be appealed to the state board of education. The notice of appeal shall be filed with the state board not later than fourteen days following receipt of the sponsor's written decision to terminate the contract. Within sixty days of receipt of the notice of appeal, the state board shall conduct a hearing and issue a written decision on the appeal. The written decision of the state board shall include the reasons for affirming or rescinding the decision of the sponsor. The decision by the state board pertaining to an appeal under this division is final. If the sponsor is the state board, its decision to terminate a contract under division (B)(3) of this section shall be final.

6. The termination of a contract under this section shall be effective upon the occurrence of the later of the following events:

a. The date the sponsor notifies the school of its decision to terminate the contract as prescribed in division (B)(3) of this section;

b. If an informal hearing is requested under division (B)(3) of this section and as a result of that hearing the sponsor affirms its decision to terminate the contract, the effective date of the termination specified in the notice issued under division (B)(3) of this section, or if that decision is appealed to the state board under division (B)(4) of this section and the state board affirms that decision, the date established in the resolution of the state board affirming the sponsor's decision.

7. As required by R.C. 3314.07(D), if the School does not intend to renew the Contract with the Sponsor, the School shall notify the Sponsor in writing of that fact at least one hundred eighty (180) days prior to the expiration of the Contract.

V. **Student Transportation.** The students enrolled in the School will be provided transportation by the Sponsor as may be supplemented by the Western Reserve Transit Authority ("WRT A").

W. **Dispute Resolution Procedure.** If disputes or differences of opinion arise between the parties, the Parties hereby covenant to convene a meeting of representatives of both parties to discuss the issues in good faith effort to resolve the dispute. If both Parties agree, a mediator may be retained to assist the parties in resolving the dispute. If the parties agree to mediate the dispute, the fees of the mediator shall be shared equally between the parties.

X. **Duties of and Payments to Sponsor.** The duties of the Sponsor shall include those duties described in the Sponsorship Agreement between the Ohio Department of Education and the Sponsor, the terms and conditions of which are applicable to this Contract between the Sponsor and the School and are hereby incorporated herein by reference and attached as Exhibit X. The duties of the Sponsor shall also include the following:

1. Monitor the School's compliance with all laws applicable to the School and with the terms of this Contract;
2. Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis;
3. Report on an annual basis the results of the evaluation conducted under division (D)(2) of Revised Code Section 3314.03 to the Ohio Department of Education and to the parents of students enrolled in the School.
4. Provide technical assistance to the School in complying with laws applicable to the School and terms of this Contract;
5. Take steps to intervene in the School's operation to correct problems in the School's overall performance, declare the School to be on probationary status pursuant to R.C. 3314.03, suspend the operation of the

School pursuant to R.C. 3314.072, or terminate the Contract of the School pursuant to R.C. 3314.07 as determined necessary by the Sponsor;

6. Assume the operation of the School under the conditions specified in R.C. 3314.073(B); and

7. Have in place a plan of action to be undertaken in the event the School experiences financial difficulties or closes prior to the end of a School year.

Sponsor Fees. In consideration of Sponsor's permitting the creation of the School and its further covenants and agreements for oversight and monitoring contained herein, three percent (3%) of the total amount of payments for operating expenses that the School receives from the State of Ohio during each fiscal year of this Contract shall be transferred by the Governing Authority to Sponsor on a yearly/quarterly/monthly basis as Sponsor fees, subject to availability. If funds are not available at quarter/month end, amounts will be transferred when available, but prior to the end of the fiscal year.

Other Potential Fees. The School and the Sponsor may mutually enter into other separate fee for service agreements for fair market value at any time.

**Y. Authority of Department of Education.** The School and the Sponsor acknowledge the authority of the Ohio Department of Education to take over sponsorship of the School pursuant to R.C.3314.015(C).

**Z. Miscellaneous.** A majority vote of the Sponsor and a majority vote of the Governing Authority at a duly called meeting of each body shall be required to adopt this Contract and authorize its execution.

This Contract, with all Exhibits, constitutes the entire agreement between the Parties. This Contract may only be amended by a subsequent written agreement executed by the Parties. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in effect, unless otherwise non-renewed or terminated by one or both of the Parties in accordance with the terms contained herein. This Contract shall be interpreted according to the laws of the State of Ohio. Any amendments or additions to the laws, rules or regulations applicable to a community school shall result in a correlative amendment of the Contract without the necessity of a written amendment signed by the Parties. Any such change shall supersede any conflicting term contained in this Contract.

[Signatures on page 15]

Wherefore, the Parties have executed this Contract to be effective as of July 1, 2015, by and through their duly authorized representatives.


SPONSOR:

YOUNGSTOWN CITY SCHOOL  
DISTRICT

By:   
Dr. Connie Hathhorn, Superintendent

COMMUNITY SCHOOL:

MAHONING VALLEY OPPORTUNITY  
CENTER

By:   
Edward G. Cvelbar  
Its: President



**EXHIBIT C.1**

**The School's Mission Statement**

We strive for educational success with positive attitudes and mutual respect to achieve a brighter future.

## **EXHIBIT C.2**

### **Student Population**

The School is expected to attract students who reside in Mahoning County, and in the State of Ohio. The students attending the School will range in age from 15 to 22 years of age and will be assigned as appropriate to grades 9 through 12. The Governing Board of the School establishes the following residency policy for determining eligibility to attend the School.

The School shall provide tuition-free education for students in grades 9 through 12. The School is located within the geographical boundaries of the Sponsor's school district, and students residing in adjacent or non-adjacent school districts located in the State of Ohio may attend the School. The School may accept out-of-state students paying tuition, pursuant to R.C. 3314.08(F) and 3314.06 (A) and (F).

Notwithstanding the foregoing and anything to the contrary in this Agreement, the Governing Authority may apply for and receive funds to provide and may operate, a dropout prevention and credit recovery program for individuals between the ages of 22 and 29 without a diploma consistent with R.C. 3314.38, R.C. 3317.231, Section 263.40 of House Bill 483 (130th Gen. Assembly, eff. 9/15/14), and Section 733.10 of House Bill 483 (130th Gen. Assembly, eff. 9/15/14) and any related regulations or procedures adopted by the State Board of Education or the Ohio Department of Education.

### **EXHIBIT C.3**

#### **Curriculum**

The School's curriculum will be aligned to the State of Ohio content standards and individualized for each student to accommodate interests and academic needs, and to recover credits toward graduation. The electronic curriculum is provided by PLATO and is integrated by the classroom instructors into the regular curriculum. Students are provide an instructional curriculum through direct instruction and online activities. All students shall receive a minimum of 5 hours and 15 minutes of instruction daily. Students can do additional work over the minimum through direct instruction and /or online computer lessons through the PLATO electronic curriculum.

## EXHIBIT C.4

### Miscellaneous Components

The education program of the School shall be individualized to the academic abilities of the students. Students shall be taught by certified teachers in small group settings. The PLATO is electronic computerized curriculum that provides a comprehensive individualized program that allows the student to work both in and outside the classroom. This work can take place at home, the library, or at the School. This program can increase student achievement and maximize effective and efficient use of resources.

The following course work must be completed: Ohio Core Curriculum Requirements or allowable opt-out provisions:

- Electronic Time will be measured by login and logout times
- Independent Study will be measured by student time sheets verified by an adult if student is under 18, and by student if 18 or older
- Time for project based assignments will be set out and agreed to by written agreement between guardian, parent, teacher and Principal
- Credit Flexibility Plans may be used to assess reasonable time by task and that time shall be honored as actual time based on mastery of the task(s), or, by logged hours by the student time sheets, if not based on mastery

Field Trips will be verified by School Staff Educational opportunities may include:

- Credit Flexibility
- Field Trips
- Project-based learning
- End-of-course oral or written exams
- Tutoring by telephone or other electronic means as logged by a teacher or administrator
- Texting, electronic mail or telephone
- Small group or classroom based instruction
- Independent study
- Library study
- Individual tutoring

## **EXHIBIT D**

### **Academic Goals**

The academic goals of the School are the following:

- All students will have the opportunity to reach their fullest academic potential.
- All students will meet or exceed the academic standard of the Ohio Graduation tests or similar graduation exam requirements such as end of course exams.
- Upon successful completion of the academic curriculum of the School, the student will be able to be successful in college or career and technical training, or in the world of work.

**EXHIBIT E**

**Academic Performance Standards**

The School shall meet the following performance standards on a yearly basis:

Attach current ODE credit recovery report card

**EXHIBIT F**

**Comprehensive Plan**

**Governance**

**AMENDED AND RESTATED CODE OF REGULATIONS  
OF  
MAHONING VALLEY OPPORTUNITY CENTER**

**ARTICLE I  
PURPOSE**

Section 1. Purpose. Mahoning Valley Opportunity 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 three (3) and no more than seven (7), or such greater number as may be subsequently determined by the Directors; provided however, in no case shall the number of Directors be less than five (5) once the Corporation has entered into a community school contract with a sponsor 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. Each Director will serve a four-year term, which expires on June 30<sup>th</sup> of the fourth 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. Once the Corporation becomes a public school, the Directors, in their capacity as Directors, shall be the Governing 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 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. The remaining Directors shall have the authority to

fill any such vacancy despite the fact that the remaining Directors do not constitute a quorum. Candidates for Director may be nominated by any Director.

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 President or by any one (1) of the Directors. Provided however, once the Corporation becomes a public school, meetings relating in any way 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 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. In addition to those Directors who are actually present at a meeting, Directors shall for purposes of this section be deemed present and able to vote at such meeting if a conference telephone or similar communications equipment is used by which all persons participating in the meeting can simultaneously communicate with each other. Provided however, once the Corporation becomes 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.

Section 7. Notice and Waiver. Any notice required to be given by this Code shall be in writing and shall be delivered personally or sent by telegram, teletype, 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, teletype 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) days nor less than three (3) days before any such meeting. Unless waived in writing, notice of each special meeting communicating the day, hour and 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 nor less than three (3) days 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, once the Corporation becomes a public school.

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, once the Corporation becomes a public school, all actions must be 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, once the Corporation becomes a public school, 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 parents associations.

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

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 II.

Section 13. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law, and when a public school, 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 President, Vice President, 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 President, 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. President. The President 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 President. The Vice President shall perform the duties of the President when the President is absent, and all other duties as may be assigned by the Board of Directors or the President.

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 the 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 President. 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 President. 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 thereto.

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

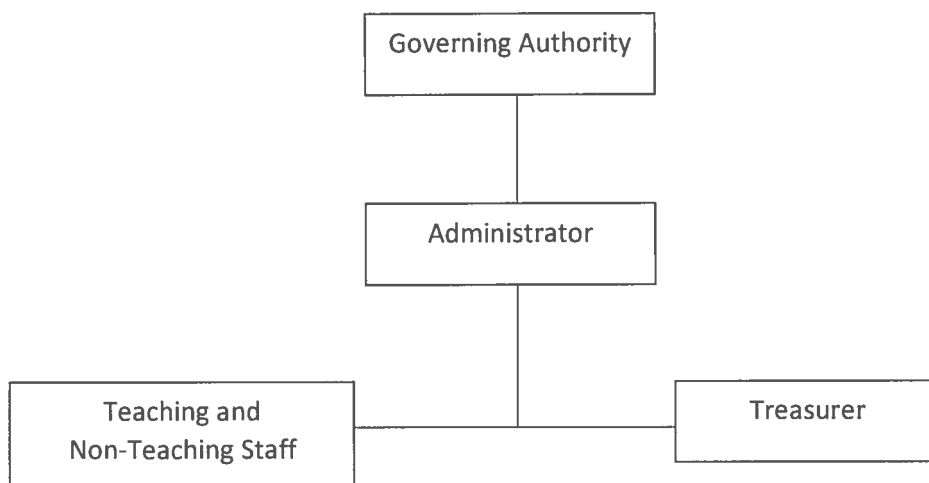
**Management and Administration of the School**

The Administrator of the School will be responsible for the educational program and instruction. In addition, the Administrator will also be responsible for the following:

- Supervision and evaluation of all School personnel.
- Student discipline.
- Overall management of all operations of the School.

The Administrator will report to the School's governing authority and will provide all necessary reports and information for the efficient operation of the School.

**Organizational Chart**



### **Instructional Program and Educational Philosophy**

The instructional program will consist of small group, individualized, independent and classroom-based instruction and the utilization of the individualized PLATO computer based curriculum. Students will have access to the curriculum at home, the library, or at School. Students will attend School on a flexible schedule. The schedule will allow them to be successful academically and to meet their personal and family needs. See Exhibits C.1 – C.4, D, and E.

### **Internal Financial Controls**

The School's Treasurer will oversee the financial operations of the School. The Treasurer will report to the School's Governing Authority and will provide all reports and administrators all financial transactions of the School. The School's Treasurer and Administrator will coordinate their duties and responsibilities to insure the efficient operations of the School.

In addition, the Treasurer of the School shall perform the following functions:

1. Maintain custody of all funds received by the School;
2. Maintain all accounts of the School;
3. Maintain all financial records of the School and follow procedures for receiving and expending all funds. The Treasurer shall disburse money only upon receipt of a voucher signed by the President or Chief Administrator of the School, or his/her designee; and
4. Assist the School in meeting all financial reporting requirements established by the Auditor of the State of Ohio.
5. See Exhibit S.

**Classroom-Based and Non-Classroom Based Learning Opportunities**

**See Exhibit C.4**

The School will comply with all sections of R.C. 3302.04.

The Sponsor shall submit to the Ohio Department of Education by November 1 of each year a report indicating the special education and related services provided by the School and the School's expenditures for those services.

## EXHIBIT S

### Financial Plan and Controls

[attach budget]

#### 147 Public Records Policy

The School will utilize the following procedures regarding the availability of public records. Any person may inspect or obtain a copy of the public records of the School during the regular business hours of the office in which such records are maintained. An Employee or representative will be present during inspection of the records. Except as required or authorized by state or federal law, the Board shall not limit or condition the availability of public records by requiring disclosure of the requestor's identity or proposed use of the records, or by asking the request to be put in writing, unless it first discloses to the requester that a) none of that information is mandatory and b) whether disclosure of that information or making the request in writing would enhance the ability to identify, locate or deliver the records sought by the requestor. The School may require disclosure of the requestor's identity or the intended use of student directory information in order to ascertain whether the directory information is for use in a profit-making plan or activity, and no student directory information, if any has been designated, shall be released to or accessed by any person or group for use in a profit-making plan or activity.

The School maintains a database or list that includes the name and birthdates of all Board Members and employees employed by the School. The database or list shall be made available upon a public records request.

A viewer, or a requester of copies of public records, may purchase copies of the School's public records upon payment of a fee not to exceed the cost for reproduction, supplies, mailing, delivery, transmission and/or handling. When making copies or records available, the preparer shall notify the requester of redactions or make redactions plainly visible to the requester. The current fee for copies shall be set by Board resolution.

If a request for public records is ambiguous, or overbroad, or does not reasonably identify what public records are being requested, the request may be denied so long as the requester is informed of the manner in which records are maintained and accessed by the School. Each ultimate denial, in whole or in part, shall provide the requester with an explanation, including the legal authority, as to why the request was denied, and such reasons shall be put in writing if the initial request was put in writing. The Board does not waive its rights to additional legal authority of reasons for denial by way of its written explanation to a requester.

No public record may be removed from the office in which it is maintained except by a Board officer or employee in the course of the performance of his/her duties.

The Board or its designee shall (1) participate in training concerning public records which may be required by the Ohio Attorney General and which is free of charge under section 109.43 of the Ohio Revised Code, (2) erect a poster about its public records policy in a conspicuous place in all locations or branches of operations (See **Appendix 147-A**), (3) require its employee in charge of public records to sign an acknowledgement of receipt of its public records policies and (4) include

its public records policy in its manuals or handbooks of general policies and procedures for all employees.

The Board authorizes the «Head administrator title MC» or his or her designee to dispose of, on a daily basis, routine messages transmitted by means of voice mail or E-mail, provided the messages do not alter existing School records.

Redacting, Encrypting or Truncating Personal Information

An individual may request that his/her personal information, (social security number, federal tax identification number, driver's license or state identification number, individual checking account, saving account, or credit card number) which is made available to the general public on the internet, be redacted. The request must be made in writing on the form contained in **Appendix 147-B**. Within five business days of receiving the request, the School shall redact the personal information requested to be redacted, if practicable. If impracticable, then the School shall the individual with a verbal or written explanation of why the redaction is impracticable.

The School shall redact, encrypt or truncate the social security number of any individual whose social security number is contained in a document which is available to the general public on the internet. If the School becomes aware that an individual's social security number was mistakenly not redacted, encrypted or truncated, the School shall do so within a reasonable period of time. This requirement does not apply to documents that are only accessible through the internet with a password.

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Acknowledgement of Employee or Designee  
in Charge of Public Records

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Date

*R.C. 149.43*

See also Policy No. 325.1 Public Records. **Appendix 147-A** Public Records Poster; **Appendix 147-B** Request to Redact Personal Information.

## 147.1 Records Retention and Disposal Policy

The orderly acquisition, storage and retention of School records and reports are essential for the overall efficient and effective operation of the School.

The Board President, Treasurer (fiscal officer) and Principal shall be Records Committee and meet annually to carry out the necessary work associated with the School's records.

The procedures listed in **Appendix 147.1-A** shall guide them, as modified from time to time.

The Records Committee may not review or select for its custody either of the following:

- a. Records containing personally identifiable information concerning any pupil attending a public school other than directory information, as defined in section 3319.321 of the Revised Code, without the written consent of the parent, guardian, or custodian of each such pupil who is less than eighteen years of age, or without the written consent of each such pupil who is eighteen years of age or older;
- b. Records the release of which would, according to the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C.A. 1232g, disqualify a school or other educational institution from receiving federal funds.

Records shall be destroyed only as directed by the Records Committee.

### E-Mail and Correspondence Retention

The following retention policy for e-mail and correspondence is endorsed by the Local Government Records Program of the Ohio Historical Society. In general, the policy is based on the premise that e-mail does not constitute a category of records in and of itself. Rather e-mail is a delivery medium, like paper or microfilm, and individual e-mails should be retained according to the information which is contained in the message. There are four categories of e-mail and correspondence retention.

#### 1. Non-Record Materials (delete immediately)

E-mail messages and correspondence that do not meet the criteria of being a "public record" under R.C. 149.43, because they do not document the organization, functions, policies, decisions, procedures, operations or other activities of the office, may be deleted immediately. These e-mails include:

Personal correspondence.

Publications, promotional materials and similar materials (unless specifically incorporated into other materials that are "records")

#### 2. Official Records

- A. Transient Retention (Retain until no longer of administrative value)
- B. Transitory messages of very limited administrative value.



(e.g., a message of an upcoming meeting only has administrative value until the meeting occurs; telephone messages; drafts, and other documents which serve to convey information of temporary importance in lieu of oral communication).

### **Intermediate Retention**

General Correspondence (Two years)

Internal Correspondence (letters, memos)

Correspondence from various individuals and organizations (requesting information or correspondence that is informative but does not attempt to influence policy)

Routine Correspondence (One year)

Referral letters, requests for routine information and requests for publications which are answered by standard form letters.

### **Long term Retention**

Executive Correspondence

Correspondence dealing with significant aspects of the administration of their offices. (e.g., information concerning agency policies, program, fiscal, and personnel matters).

### **Storing E-mail Records**

For purposes of record retention, it is acceptable to store e-mails: (1) in the current e-mail system; (2) in an electronic format (e.g., in a file on a local hard drive); or (3) by saving paper print outs in a filing system.

In order to ensure that someone in the agency takes responsibility for maintaining the e-mail record during the retention period, the School shall choose one of the following procedures:

\_\_\_ 1. The individual who sends an e-mail maintains the “record” copy. If an e-mail is received from someone outside the organization, the recipient should retain it.

\_\_\_ 2. A mailbox is created (i.e. admin@<School Name>) for individuals sending out email to copy (cc) when email is sent and retention will then be administered by the IT Department of the School or Management Company.

*RC §149.41; RC §149.351*

See **Appendix 147.1-A** Records Retention.

**EXHIBIT X**

**ODE/Sponsor Agreement**

**AMENDED AND RESTATED**

**COMMUNITY SCHOOL CONTRACT**

**BETWEEN**

**YOUNGSTOWN CITY SCHOOL DISTRICT**

**AND**

**MAHONING VALLEY OPPORTUNITY CENTER**

This Amended and Restated Contract (herein "Contract" or "Contract"), dated this 1<sup>st</sup> day of July, 2010, is made and entered by and between the Youngstown City School District Board of Education (hereinafter referred to as "the Sponsor") and the governing authority of the Mahoning Valley Opportunity Center (herein after referred to as "the Governing Authority"). The Sponsor and the Governing Authority are jointly referred to herein as "the Parties."

**RECITALS**

1. Ohio Law requires the Sponsor and the Governing Authority to enter into a contract pursuant to R.C. 3314.03 which authorizes and creates the community school and which commands in detail how the community school will be set up, governed, and operated;
2. The Governing Authority hereby covenants that its purpose in creating and operating a community school is to provide a sound and creative educational program for the students of the school and is not for the purpose of its officer's or benefactor's personal financial gain or to make a profit on the operation of the community school;
3. The Parties entered into the initial Community School Contract (herein "Contract") effective January 13, 2006 for its initial term of one school year (2005-06) commencing January 13, 2006, and ending on June 30, 2006, subject to additional separate one-year terms, not to exceed five years from the date of Contract commencement or June 30, 2010, whichever is sooner.