

**AMENDED AND RESTATED CONTRACT**

**FOR**

**OHIO COMMUNITY SCHOOL**

This **Contract** is entered into by and between the **Bowling Green State University** (BGSU or Sponsor) and **Toledo School for the Arts** (Governing Authority or School), an Ohio public community school, by and through its Governing Authority.

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

**WHEREAS**, BGSU is an authorized sponsor under R.C. Chapter 3314 that provides sponsorship through its College of Education and Human Development; and

**WHEREAS**, the Governing Authority and BGSU wish to fully state and restate their agreement to operate an Ohio public community school;

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

**ARTICLE I**

**Continuation of Community School**

- 1.1 **Continuation of Start-Up Community School.** The Governing Authority and the Sponsor agree that the School is a continuing start-up Ohio public community school subject to the laws of the State of Ohio and this Contract. The School covenants and agrees to Sections 1.2 through 1.5 below.
- 1.2 **School Establishment.** The School is established and operated as either (a) a non-profit corporation under R.C. Chapter 1702, if established before April 8, 2003, or (b) a public benefit corporation under R.C. Chapter 1702, if established after April 8, 2003. The School shall maintain in good standing its status as a non-profit corporation. The School shall hold all rights to the name of the School and any of its trade names or fictitious names.

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

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

- 1.4 **Corporate Documents.** Attached as **Attachment 1.4** are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any), Mission Statement, and Organizational Chart of the School. Any changes or updates in any of these documents must be reported in writing to the Sponsor within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.
- 1.5 **Prior Status.** The School was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the Sponsor may terminate this Contract.
- 1.6 **Sponsor Responsibilities.** The Sponsor shall carry out the responsibilities established by law, including:
- (a) Monitor the School's compliance with all laws applicable to the School and with the terms of this Contract;
  - (b) Monitor and evaluate the academic and fiscal performance and the organization and operation of the School on at least an annual basis, which evaluation shall be based on the performance requirements set forth in **Attachment 11.6**, state report cards, and any other analysis conducted by the Department of Education and Workforce (DEW or the Department) or the Sponsor and shall be reported on an annual basis to the DEW and to the parents of students enrolled in the school;
  - (c) Review the financial and enrollment records of the school at least once per month with the Governing Authority or Fiscal Officer and provide a written report regarding the review within ten days after the review;
  - (d) Provide technical assistance to the School in complying with this Contract and with applicable laws, provided, however, that Sponsor shall not give legal advice to the School and the School shall not deem any Sponsor assistance to be legal advice;
  - (e) Offer other activities, as determined by the Sponsor, specifically designed to benefit the School;
  - (f) Take steps to intervene in the School's operation to correct problems in the School's overall performance, declare the School to be on probationary status pursuant to R.C. 3314.073, suspend operation of the School pursuant to R.C. 3314.072, or terminate or non-renew this Contract pursuant to R.C. 3314.07, as determined necessary by the Sponsor. The sponsor may, at its sole discretion, require a plan of action from the School to cure any issues or violations;
  - (g) Establish a plan of action to be undertaken if the School experiences financial difficulties or closes before the end of the school year, which plan shall be set out by the Sponsor as and when financial difficulties arise in a customized tailored manner to address the source of difficulties;
  - (h) Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools, pursuant to the specific requirements of R.C. 3314.025;
  - (i) Adhering to and complying with the Authorizer Agreement with the Department to operate as a sponsor; and
  - (j) Monitor, oversee, and provide technical assistance in any closure process of the School.



**ARTICLE II**  
**Governing Authority/Administration**

- 2.1 **Governing Authority Members.** The Governing Authority (its Board of Directors, Directors, or Board) must contain at least five Directors (members). No Governing Authority member may serve on the Board if restricted from doing so by R.C. 3314.02(E) or any other law, rule, or regulation. All Governing Authority members must provide copies of clean BCI and FBI criminal background checks and signed Conflict of Interest Disclosure Forms to the Sponsor before the effective date of the member's term. All BCI and FBI criminal background checks must be repeated at least every five (5) years, unless the Governing Authority member has lived in Ohio for the past five (5) years, in which case only an FBI check must be repeated. Results must be submitted to the Sponsor within thirty (30) days of the expiration of the previously completed background check.

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

2.2 **Training.**

(a) Members new to the School's Board must complete a minimum of five (5) hours of Board training within three (3) months of being elected or appointed to the Board. The required training on public records and open meetings laws (described below) may be counted toward this five-hour requirement.

(b) On an annual basis, all Board Members, 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 Ohio public records and open meetings laws. The content of this training must be approved or certified by the Ohio Attorney General to the extent any such approval or certification is required.

- 2.3 **Governing Authority Meetings.** The Governing Authority must hold a minimum of six (6) regular meetings bi-monthly per year. The Sponsor shall have adequate prior written notice of all regular and special meetings and shall be copied with all agendas, packets, handouts, and minutes of all meetings of the Governing Authority and its committees. The School must notify the Sponsor of all special meetings as soon as scheduled and in no case with less than twenty-four (24) hours written notice. The Sponsor shall be invited into executive sessions unless the session involves a legal dispute with the Sponsor or prior arrangements have been agreed upon between the parties.

- 2.4 **Chief Administrative Officer.** The Chief Administrative Officer of the School will be the **Executive Director**. This individual is responsible for the daily operations at the School and will be listed as such in any State reporting system. Any change in the identity and/or role of the Chief

Administrative Officer shall be reported in writing to the Sponsor within five (5) business days. The person registered in OEDS-R as Superintendent shall be the Superintendent or one of the Superintendents of the School, even he/she is the same person as the Chief Administrative Officer.

**2.5 Cooperation with Sponsor Oversight.** The Governing Authority and School administration covenant and agree to cooperate fully with the Sponsor in all activities concerning oversight of the School as are required by laws, rules, and regulations. This may include, but is not limited to:

- Preliminary site visit and certification of letter of assurances at least twelve (12) days prior to the first day of school and at all times thereafter as determined necessary by the Sponsor.
- Monthly reviews of financial and enrollment records with the Fiscal Officer, followed by a written report to the Executive Director and the Board of Directors or its designee.
- Read-only access to academic and financial data and data systems
- Monthly site visits and file reviews, and at all times thereafter as determined necessary by the Sponsor.
- High stakes review, upon renewal, at least every five years, and as determined necessary by the Sponsor.
- Other appropriate requests for information from the Sponsor, the DEW, or other applicable governmental agencies.
- Timely and accurate submission of all required or requested data, including financial and enrollment reports, into the Sponsor's document management system, Epicenter.
- Timely and accurate submission of all information needed for Sponsor to comply with R.C. 3314.19.
- Maintenance of attendance and participation records in accordance with current FTE manuals or guidance.
- Maintenance of high school drop-out recovery or special education status, if applicable, and compliance with all current and future rules, regulations, and assessments associated with such status.

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



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

- 2.6 **Power of Attorney.** The Governing Authority hereby grants to the Sponsor a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the Governing Authority, should it become necessary, subject to Ohio Open Meetings law, to appoint a new Board of Directors for cause, for abandonment of duties, or for material and repeated or sustained breach of this Contract. The Governing Authority confirms its consent to this power by signing below and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this subparagraph. Upon any failure by the Governing Authority promptly to comply with the requirements of this subparagraph, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract.
- 2.7 **General Training.** The Executive Director, or appropriate representative where applicable, shall participate regularly in training required by the Sponsor and by the DEW, or by the approved or affiliated organization of any of the preceding entities. The Executive Director, Fiscal Officer, other administrative employees of the School, and all individuals performing supervisory or administrative services for the School under a contract with the operator, if any, shall complete training on an annual basis on public records and open meetings law.
- 2.8 **Technical Assistance and Training by Sponsor.** The Sponsor shall provide technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems reasonably necessary or as required by law. The Governing Authority and its administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.
- 2.9 **Annual Contract Review.** The Governing Authority agrees to meet with the Sponsor annually to review terms and requirements of this Contract, if the Sponsor deems necessary, and shall reserve at least one-half hour at a Governing Authority meeting for that purpose.

### **ARTICLE III Operations**

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

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

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

#### ARTICLE IV Compliance with Laws



4.1 **Compliance with Ohio Laws.** The School shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.50, 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.6028, 3313.6029, 3313.643, 3313.648, 3313.6411, 3313.6413, 3313.66, 3313.661, 3313.6610, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.7117, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.0812, 3319.238, 3319.318, 3319.321, 3319.324, 3319.39, 3319.391, 3313.393, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3322.19, 3322.20, 3322.24, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 5502.703 and 5705.391, Chapters 117., 1347., 1702., 2744., 3314., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code as if it were a school district with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code. Unless prohibited by the United States Constitution, the Ohio Constitution, or other controlling law, the School will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory are permissive, unless otherwise specifically required under this Contract. Laws listed above which are mandatory are also mandatory under this Contract.

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

If applicable, the School shall also comply with R.C. 3302.04, including division (E) of that section to the extent possible, and R.C. 3302.041, except that any action required by a school district under those sections shall be taken by Sponsor if it can be done at no cost to Sponsor.

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

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

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

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

Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in section 3313.6027 and division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the DEW under divisions (J)(1) and (2) of section 3313.603 of the Revised Code. The school shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the department under division (J)(3) of section 3313.603 of the Revised Code. The School may establish more rigorous requirements as defined in its Education Plan in Attachment 6.3.

- 4.2 **Compliance with Other Laws.** The School and the Governing Authority may carry out any act or ensure the performance of any function that is in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, or this Contract. The School is not exempt from federal laws, rules, and regulations, or Ohio laws granting rights to parents. The School specifically acknowledges that federal laws, rules, and regulations apply to its operation, including but not limited to those concerning federal grants.

## ARTICLE V Facilities

- 5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **333 14<sup>th</sup> Street, Toledo, Ohio 43604**. The School may not open an additional facility without the prior written approval of Sponsor, which shall not be unreasonably withheld, and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. If the School already has a second facility, the second facility is located at [N/A]. Any additional facilities at the time of signing this Contract along with the primary location are described on **Attachment 5.2**.
- 5.2 **Lease or Purchase.** Any lease or use of any School facility must be documented in writing. If any School facility has been or will be leased, the lease shall not be signed unless it is consistent with the budget approved by the Governing Authority. The Governing Authority shall not enter into a lease with the operator of the School, if any, for any parcel of real property until an independent professional in the real estate field verifies via addendum (“operator addendum”) that the lease is commercially reasonable at the time of signing. Every lease must contain a governmental fund-out clause. A copy of the fully executed lease and all subsequent amendments, modifications, or renewals thereof, must be provided to the Sponsor within five (5) business days of execution.

If any School facility has been purchased by the School, the recorded conveyance documents are attached as Attachment 5.2. If any School facility will be purchased by the School, the contract of sale and related documents shall not be signed unless they are consistent with the budget approved by the Governing Authority. A copy of the recorded conveyance documents must be provided to the Sponsor within five (5) business days of execution.

The facility will not be changed without prior written consent of the Sponsor, which consent will not be unreasonably withheld. The School shall provide the Sponsor any requested information to



assess the adequacy of the facilities. Sponsor may object to location of a proposed facility based on a business reason or an otherwise reasonable basis but is not obligated to control or direct the marketing or facilities decisions of the School. The Sponsor shall not be liable for the debts or obligations of the School. A detailed description of the facilities, as well as costs, operator addendum, and related parties of any lease or mortgage, is attached as **Attachment 5.2**.

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

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

## ARTICLE VI Educational Program

- 6.1 **Enrollment.** The School will provide learning opportunities to a minimum of twenty-five (25) students for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The School shall serve grades **6 through 12**. The School may not add or remove grades without the prior approval of the Sponsor and modification of this Contract. The School agrees to be compliant with the maximum number of people allowed per room and/or per facility as stated on the Certificate(s) of Occupancy provided to the School by the local building department. An involuntary and material decrease in enrollment may be a sole good cause for request by Sponsor of a new budget and revised financial plan and, if School operations do not stabilize, for probation, suspension, termination, or nonrenewal, at the discretion of the Sponsor. A material decrease in enrollment for purposes of this Section 6.1 shall be an unplanned decrease not pre-approved by Sponsor of (i) below twenty-five (25) students, or, (ii) thirty percent (30%) or greater decrease from the average enrollment figures of the prior four (4) or more school operating (open for students) months.
- 6.2 **Continuing Operation.** The School agrees to continue operation by teaching the minimum number of students permitted by law. Failure to continue operation without interruption is grounds for termination of this Contract. The School may only make a material change to the school calendar upon written notification to the Sponsor. A material change shall be defined as any change of one week or more, either consecutively or cumulatively. If the School temporarily ceases operation for any reason, time is of the essence in resuming and continuing operation.
- 6.3 **Education Plan.** The School's education plan, including the School's mission, philosophy, the characteristics of the students the School expects to attract, the ages and grades of students, focus of the curriculum, and instructional methods, is attached as **Attachment 6.3**. The School shall follow that education plan and may not change it without the written consent of the Sponsor. The education plan must show how the School's curriculum is aligned with Ohio Content Standards. The education plan in **Attachment 6.3** must include all classroom-based and non-classroom-based learning opportunities, which comply with the criteria for student participation established in

R.C. 3314.08(H)(2). BGSU specifically authorizes “learning opportunities” to include educational opportunities provided by the School during suspension of the School’s students, if provided for by the School’s own policies, as well as any opportunities provided for in a Credit Flex or College Career Plus program of the School. **Attachment 6.3** shall detail any blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements, and it shall indicate whether the School is planning to seek designation as a STEM school equivalent under R.C. 3326.032.

- 6.4 **Academic Proficiency and Achievement Assessments.** The School must administer all required statewide proficiency or achievement assessments and any other performance standards or assessments required by law, by the DEW, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. The results of such assessments, as well as any benchmarking data, shall be made available to the Sponsor and presented to the Governing Authority in a timely manner after receipt by the School. The School must submit a calendar of assessments to Sponsor prior to the start of each academic year. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor. Academic goals and performance standards by which the School will be evaluated by the Sponsor, and which shall include but are not limited to all applicable report card measures and assessments administered by the School, are outlined in **Attachment 11.6**.
- 6.5 **Racial and Ethnic Balance.** The School will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve and attempt to continue, as the case may be, racial, and ethnic balance reflective of the community it serves by doing each of the items recited in **Attachment 6.5**. Notwithstanding the admissions procedures of the School, in the event that the racial composition of the enrollment of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.
- 6.6 **Tuition.** Subject only to any applicable exceptions pursuant to federal law, R.C. 3314.26, 3314.08(F) or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Nothing in this section prevents reasonable activity or class fees as allowed by law, the School’s engaging in voluntary fundraising activities, or parents giving voluntary donations.
- 6.7 **Student Discipline and Dismissal Policies.** The School shall annually submit all student discipline, dismissal, and positive behavior intervention and support policies to the Sponsor as requested through the sponsor performance review process.
- 6.8 **Assuring Student Growth.** The School shall annually develop a plan of intervention for all students not found proficient or not on grade level, and it shall make such plan available for review by Sponsor. The School shall incorporate a Multi-Tiered System of Supports (MTSS) framework to support the academic and/or behavioral needs for students within this plan.
- 6.9 **Disabled Students.** During admission and enrollment of any disabled student and thereafter the School shall comply with all federal and state laws regarding the education of students with special needs. The School shall provide all necessary related services, or the School may contract for accommodations or related services provided that it provides documentation to Sponsor identifying the providers, the plan to provide services, and the provider’s qualifications, experience, and reputation. The School must annually adopt its plan for carrying through on all special education laws, rules, and procedures.



- 6.10 **School Closure.** The School agrees to remain open for students to attend until the end of the school year in which it is determined that the School must close, provided however, that Sponsor may suspend the operations or terminate the contract as otherwise indicated by law. Unless suspended, the programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Governing Authority and its administration take sole responsibility for carrying out the DEW closing procedures listed in **Attachment 3.4** (and as they may be updated by DEW).
- 6.11 **High School Diplomas.** The School shall comply with the requirements of the Ohio Core Curriculum and/or allowable waivers thereof. If the School is a high school awarding a diploma, the School shall comply with R.C. 3313.61, 3313.611, and 3313.614, except that, by completing the curriculum adopted by the Governing Authority, the student will be deemed to have met the requirement that a person must successfully complete the curriculum specified in Title 33 of the Revised Code or any rules of the state board of education. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning in the 2017-18 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency, as adopted by the state board of education under R.C. 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the School shall also comply with the framework developed by the Department of Education and Workforce under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education. To the extent applicable, the School shall comply with alternative graduation requirements as permitted by 132 General Assembly, House Bill 491, Section 3 for those students entering ninth grade for the first time between July 1, 2014, and July 1, 2017, who failed to meet end-of-course exam requirements. Prior to graduation, the School shall send its list of graduates to Sponsor, and Sponsor shall be invited to all graduation ceremonies.
- 6.12 **Admissions, Enrollment, and Residency.** The School shall follow the admissions and enrollment policy and procedures of the School attached hereto as **Attachment 6.12**. Any change in these policies must be reported in writing to the Sponsor within five (5) business days. At a minimum, the admission policy, at all times, must:
- (a) specify that the school will not discriminate in its admission of students to the school on the basis of race, religion, color, gender, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude, except the School may limit admission to “at-risk” students, as specified in 6.12(b) or elsewhere specifically mentioned in applicable Ohio law. Upon admission of any student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities;
  - (b) be open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or 3313.65 or that has been admitted in accordance with R.C. 3321.01(A)(2), except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon and which is included in **Attachment 6.12**, and/or (iii) residents of a specific geographic area that the parties to this Contract agree upon.

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

- (c) ensure that the School distributes the written statement required by R.C. 3314.041 to the parents of all newly enrolled students.

In addition, the School shall adopt a policy regarding the admission of students residing outside the district in which the School is located, which policy shall comply with the administrative procedures specified herein and shall either prohibit the enrollment of students who reside outside the district in which the School is located, permit the enrollment of students who reside in districts adjacent to the district in which the School is located, or permit the enrollment of students who reside in any other district in the state. The policy is included in **Attachment 6.12**. If the School admits out-of-state students, it shall adopt a policy and tuition schedule after consultation with the School's attorney as to the extent permitted by law and a writing to that effect addressed to the Sponsor.

The School shall adopt a policy or policies regarding the enrollment, residency, and attendance of students, which requires a student's parent to notify the School when there is a change in the location of the parent's or student's primary residence. This policy is included in **Attachment 6.12**.

The School shall adopt a policy regarding the verification of a student's residence and which is consistent with the School's obligations in accordance with R.C. 3314.11. This policy shall be included in **Attachment 6.12**.

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

## ARTICLE VII Reporting

- 7.1 **Annual Report.** The Governing Authority shall create an annual report on all activities and progress in meeting the goals and standards of this Contract, and a statement from the Sponsor regarding the performance of the school. A draft of the report shall be provided to the Sponsor for review and comment at least 2 weeks before the distribution of the report. The School must submit the final report to the Sponsor, parents, and any other statutorily required parties no later than October 30 of each year.



To the extent of R.C. 3314.023 requires the Sponsor to complete an annual evaluation of the School, the Governing Authority agrees to make the annual evaluation received from the Sponsor available to each parent by November 30<sup>th</sup> of each year.

7.2 **Reports to Sponsor.** The Governing Authority shall report to the Sponsor the following on or before the day set by statute, rule, regulation, or by the Sponsor, all information or documents required under applicable law, including but not limited to:

(a) a comprehensive plan for the School, and any updates to such plan, which shall specify:

- i. the process by which the Governing Authority will be selected in the future;
- ii. the management and administration of the School;
- iii. the instructional program and educational philosophy of the School; and
- iv. internal financial controls;

When submitting the plan under this division, the School shall also submit copies of all policies and procedures regarding internal financial controls adopted by the Governing Authority.

(b) on a monthly basis,

- i. requested information related to student discipline, truancy compliance, withdrawals, and special education;
- ii. staff and teacher turnover, including new staff qualifications;
- iii. enrollment numbers, financials, budgets, fixed assets, liabilities, or similar information; and
- iv. any changes in structure or governance;

(c) within five (5) business days after learning of any event, occurrence, or circumstance that could reasonably have a material adverse effect on the operations, properties, assets, financial condition, enrollment, or reputation of the School, including, but not limited to, any legal or administrative complaints or charges;

(d) on an annual basis,

- i. verification of completion of annual public records and open meetings law training by each Governing Authority member, Fiscal Officer, Chief Administrative Officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the School through an operator contract;
- ii. any finding for recovery issued by the Auditor of State against any Governing Authority member, the operator, or any employee who works at the School;
- iii. disclosure statements and signed ethics and conflicts policies for Governing Authority member as filed pursuant to R.C. 3314.02(E)(7);
- iv. updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, and the ownership of each;
- v. a detailed accounting of the nature and costs of the goods and services that the operator (if any) provides to the School, pursuant to R.C. 3314.024, if the operator receives more than twenty percent (20%) of the School's gross annual revenues; and
- vi. the information required under R.C. 3314.08(B)(2); and

(e) all items required to be reported in this Contract, required by Sponsor through the Sponsor's document management system, Epicenter, or by the DEW, including but not limited to those listed on **Attachment 7.2**.

(f) upon request, the Governing Authority shall promptly respond to the Sponsor's inquiries regarding any information reported to the Sponsor and any other matters the Sponsor deems important.

7.3 **Site Visits.** The Sponsor shall be allowed to observe the School in operation at site visits at Sponsor's request and shall be allowed access for such site visits or other visits as Sponsor deems advisable or necessary, so long as the educational process or testing is not disrupted.

7.4 **Role of Sponsor's Community School Liaison.** All reports required by this Agreement shall be delivered to Sponsor's Community School Liaison. The Community School Liaison shall serve as the School's principal point of contact with the Sponsor. All School communications to the Sponsor shall be directed to the Community School Liaison.

## ARTICLE VIII Employees

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the School. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with R.C. 3319.22 to 3314.31 or other applicable sections of the Revised Code. The School shall submit to Sponsor an affidavit that all classroom teachers meet qualification requirements and make qualifications available to Sponsor for review, upon request. The School may employ non-certificated persons to teach up to twelve (12) hours per week pursuant to R.C. 3319.301, to the extent permitted by law. The school-wide students to full-time equivalent classroom teacher ratio shall be no more than **28 to 1**, unless otherwise agreed to in writing between Sponsor and School. The School may also employ necessary non-teaching employees.

The school shall not employ an individual described in section 3314.104 of the Revised Code in any position.

Prior to opening day, the School will provide the Sponsor with proof of Ohio certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the School. All teachers and paraprofessionals in core subject areas shall be properly certified or licensed in accordance with R.C. 3319.074. The School shall maintain a roster and meeting dates for the Local Professional Development Committee (LPDC) and Teacher-Based Teams (TBTs), and the laws and rules governing LPDC and TBTs must be implemented by the School. All paraprofessionals employed by the School to provide academic support in a core subject area in a program supported with funds received under Title I of the "Elementary and Secondary Education Act of 1965," 20 U.S.C. 6301 et seq., must be properly certified.

8.2 **Dismissal of Employees.** Subject to Section 11.2 below, the Governing Authority may employ administrators, teachers, and non-teaching employees necessary to carry out its mission and fulfill this Contract, so long as no contract of employment extends beyond the term of this Contract. The dismissal procedures for staff and the plan for disposition of employees if this Contract is terminated or not renewed are set out in **Attachment 8.2**.

8.3 **Employee Benefits.** A summary of all health or other benefits provided by the School or operator to full-time employees of the School shall be set out in **Attachment 8.3**, which may be amended



by the School from time to time. All such amendments shall be provided to Sponsor in writing within five (5) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Revised Code, the collective bargaining agreement supersedes **Attachment 8.3** to the extent that the collective bargaining agreement provides for health and other benefits. Any collective bargaining agreement shall not, under any circumstances, be a part of this Contract. To the extent required or allowed by state and federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.

- 8.4 **Criminal Background Check.** All criminal background records checks (BCI /FBI fingerprint and background check information) of teachers, staff, and the Governing Authority must be timely conducted at the School's expense, in accordance with law. All background checks must be acceptable to both the Sponsor and Governing Authority. The Governing Authority hereby appoints the Sponsor as a representative pursuant to R.C. 3319.39(D), for purposes of receiving and reviewing the results of criminal background checks performed under R.C. 3319.39(A)(1) for employees working at the School and authorizes its agents to communicate this information directly to the Sponsor. All volunteers must be notified that the School may require a background check of the volunteer at any time, at the School's request.
- 8.5 **Placement of Teacher Candidates.** The School agrees to first accept qualified, eligible teacher candidates from the Bowling Green State University College of Education and Human Development whenever it has available student placements.

## ARTICLE IX Finance

- 9.1 **Financial Records.** The School's financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State. The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2). Audits shall be conducted in accordance with R.C. 117.10. Within five (5) business days of receiving notification from the Auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. The Sponsor shall maintain a presence at all meetings with the Auditor of State, though the Sponsor may elect to do so through its representatives and/or via electronic means, unless such meeting presence or meeting is waived by the Auditor of State's office. If the Governing Authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.
- 9.2 **Fiscal Services.** The School agrees that its Fiscal Officer shall be its licensed school Treasurer, currently disclosed on **Attachment 9.2**. If the Governing Authority contracts with its Fiscal Officer to provide fiscal services, the fiscal services agreement must obligate the Fiscal Officer to assist in all audits and to perform all duties required by law or this Contract and must be included in **Attachment 9.2**. The School may not change its Fiscal Officer without prior written approval from the Sponsor, which will not be unreasonably withheld. Any changes to the fiscal services agreement must be reported to the Sponsor within five (5) business days. If the School and the Sponsor have waived the requirement of employing or contracting directly with the Fiscal Officer, pursuant to R.C. 3314.011(D), the current resolution waiving this requirement must be attached to this Contract in **Attachment 9.2**. Such resolution shall only be valid for one year, and any subsequent resolution adopted by the School must be approved by the Sponsor and submitted to the DEW. Should the School be declared unauditible under R.C. 3314.51, the Governing



Authority shall, and shall cause its operator to (if applicable), suspend and replace the Fiscal Officer, and require his/her dedication to assist any replacement fiscal officer(s).

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

- 9.3 **Fiscal Licensure.** Prior to assuming the duties of Fiscal Officer of the School, the Fiscal Officer shall be licensed as provided for in R.C. 3301.074. The licensure is attached as **Attachment 9.3**. Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.
- 9.4 **Fiscal Bond or Pooled Insurance.** The School's Fiscal Officer shall execute a bond in an amount annually approved by Governing Authority in a resolution, but for no less than twenty-five thousand dollars (\$25,000), payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School's Fiscal Officer. The bond shall be deposited with and certified by the Governing Authority, a certified copy thereof filed with the county auditor, and a copy shall be contained in **Attachment 9.4**. Any updates, cancellations or changes to the bond shall be sent to the Sponsor within five (5) business days. Cancellation of the bond may be grounds for suspension or termination of this Contract.

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

- 9.5. **Financial Plan.** A financial plan detailing an estimated school budget for every year of the Contract is attached as **Attachment 9.5**. Each year of this Contract, on or before October 31, a school budget that includes all required elements under R.C. 3314.032(C) shall be adopted by the Governing Authority and submitted to the Sponsor. If the School is managed by a third-party operator, the Governing Authority must procure from such operator sufficient data, at the Sponsor's discretion, to allow the Sponsor to review revenue and expenses as required or permitted by law. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year. The School agrees to



provide further breakdown of revenue or expenses, or line items for expenses or revenue not projected, upon Sponsor's request. Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6**.

9.6 **Borrowing Money.** The School may borrow money to pay necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School. The School must issue notes to evidence such a borrowing. A copy of all notes must be provided to the Sponsor within five (5) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the School. The School may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities. All moneys borrowed from the School's operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate. The Governing Authority shall not request that BGSU extend any loan, credit, or other advance of funds.

9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of two percent (2.0%) of the total amount of payments for operating expenses received by the School from the State of Ohio (but only up to three percent (3%) of such funds unless otherwise allowed by law), the Sponsor shall provide the monitoring, oversight, and technical assistance required by law. Payments to the Sponsor shall be made by quarterly automatic transfer (ACH) to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The phrase "operating expenses received by the School" is understood to be in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible to refund any overpayment, except for reductions due to FTE findings already deducted in the then current monthly statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee. The School shall pay the Sponsor for each month in which the Sponsor provides services under this Contract, even if payments for operating expenses are received after it the Contract is terminated, expires, or is not renewed.

During the fourth quarter of each calendar year the Sponsor will review the payments received from the School and compare them to the Sponsor's direct and indirect costs to provide the monitoring, oversight, and technical assistance required by law. The detailed results of this review will be shared with the School once complete. If the payments exceed the costs the Sponsor may, in its sole discretion, return all or any portion of the overage to the School in any manner the Sponsor deems appropriate. For example, and without limiting its discretion, the Sponsor may choose to provide an enhancement grant to the School's Board to support one or more academic areas that need improvement or may invite proposals from the School for targeted use of the returned funds.

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

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

**ARTICLE X**  
**Insurance/Indemnification**

- 10.1 **Liability Insurance.** The Governing Authority will, at all times, maintain comprehensive general liability insurance in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than five million dollars (\$5,000,000). The Governing Authority shall also maintain directors and officers liability and errors and omissions coverage in the amount of not less than one million dollars (\$1,000,000) per occurrence. The foregoing insurance coverage shall be not only for the School and the Governing Authority, its Directors, officers, and its employees, but also for the Sponsor as additional insured and certificate holder. The insurance coverage must be occurrence coverage, rather than claims made coverage; must name the Sponsor, its Board of Trustees, officers, and employees as additional insureds; and must be deemed primary to the Sponsor's other collectible insurance as to matters involving the Sponsor's sponsorship of the School. In addition, the Governing Authority will, at all times, maintain business interruption insurance and contractual liability insurance in commercially reasonable amounts. The Governing Authority must obtain policies that notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage as **Attachment 10.1**. The School must provide copies of all comprehensive general liability, real or personal property, directors and officers liability insurance, excess or umbrella insurance, business interruption insurance, contractual liability insurance, proof of worker's compensation payments and unemployment compensation payments, and notice of lapse of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.
- 10.2 **Indemnification.** The Governing Authority and School shall defend, indemnify, save, and hold harmless the Sponsor and its Board of Trustees, officers, employees, and agents from any and all claims, demands, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', experts', accounting, auditors', or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:
- (a) A failure of the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or this Contract;
  - (b) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data;
  - (c) A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to meet the obligations of this Contract or any other contract or other obligation between or on behalf of the School and another party;
  - (d) An action or omission by the Governing Authority and/or School or any of its officers, directors, employees, successors, agents, or contractors that results in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal), or any one or more Liabilities;



- (e) Any sum that the Sponsor may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the School to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract (or any agreement connected with this Contract) or under the law; or (3) any one or more Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the Governing Authority, or to third parties, that are in any way related to the School or its operations or to closure, termination, or suspension of the School;
- (f) Any audit finding based on failure of the School to accurately report enrollment, attendance, or participation in learning opportunities, or inaccurate EMIS submissions; and,
- (g) Any one or more Liabilities incurred by Sponsor or any of its officers, directors, employees, agents, or contractors as a result of an action or legal proceeding at law or equity brought against Sponsor by the School unless the School or Governing Authority obtains a final judgment or order on the merits against the Sponsor, and the right to appeal such judgment or order has been exhausted or has expired.

This indemnification obligation is not limited by the Governing Authority's insurance coverage.

- 10.3 **Indemnification if Employee Leave of Absence.** If the Sponsor provides a leave of absence to a person who is thereafter employed by the School, the Governing Authority and the School shall defend, indemnify, and hold harmless the Sponsor and its Board of Trustees, officers, employees, and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the Governing Authority. Nothing in this subsection, however, obligates the Sponsor to provide such a leave of absence.
- 10.4 **Survival.** All provisions of Section 10.2 shall survive the voidance, expiration, termination, nonrenewal, suspension, or abandonment of this Contract.

## ARTICLE XI General Provisions

- 11.1 **Contract Authorization.** Before executing this Contract, the Governing Authority must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract, and authorizing one or more individuals to execute this Contract for and on behalf of the party, with full authority to bind the party. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Contract or by the Sponsor, contracts entered into by the School with third parties shall provide for the School's right to terminate upon failure of the School to remain in operation.
- 11.3 **Specific Acknowledgements.** The Governing Authority specifically recognizes and acknowledges the following:
  - (a) The Governing Authority is responsible for carrying out the provisions of this Contract.
  - (b) For purposes of this Contract, Sponsor approval means written approval by any of the following BGSU officials: the President, the Provost and Senior Vice President for Academic Affairs, the Dean of Education and Human Development, the Director of the School of Inclusive Teacher Education, the Community School Liaison, or other Sponsor agent

authorized by the BGSU President or Board of Trustees. For clarity, only the Sponsor's President or Provost have the authority to modify this Contract.

- (c) The Sponsor's authority to assume operation of the School under the conditions specified in R.C. 3314.073(B).
- (d) The authority of public health and safety officials to inspect and order School facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (e) The authority of the DEW to suspend the operations of the School under R.C. 3314.072 if the department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.
- (f) That the Sponsor is not liable for the acts, omissions, or the debts of the School pursuant to R.C. 3314.07(E), 3314.40(G), and any other applicable law limiting the liability of the Sponsor.
- (g) That the Sponsor may take steps to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the status of the School as an Ohio Community School, as well as correct problems in the School's performance.
- (h) That the DEW may take over sponsorship of the School in accordance with R.C. 3314.015(C).
- (i) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
- (j) That the Auditor of the State of Ohio may deem the School "unauditable" and direct the stoppage of funding for the School, and that the Sponsor has the right to terminate this Contract in such a situation.
- (k) That the DEW has set out its guidance for closing procedures (attached as a modified supplement in **Attachment 3.4**).
- (l) That the Sponsor and its officers, directors, Board of Trustees, administrator, consultants, and employees are granted civil immunity for any action authorized under Chapter 3314, Ohio Community School Law, or the Contract, that is taken to fulfill the Sponsor's responsibility to oversee and monitor a community school, in accordance with R.C. 3314.07 or otherwise.
- (m) That neither party may seek damages from the other related to any revocation of sponsorship authority, whether by operation of R.C. 3314.016 or otherwise.

11.4 **Dispute Resolution.** The Sponsor and the School agree to the following dispute resolution procedure for any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. The parties shall make initial attempts to resolve any dispute between a designee of the Sponsor and the Chief Administrative Officer of the School and/or the President of the Governing Authority. If those parties cannot resolve the dispute, the matter shall be submitted to a qualified mediator for mediation. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three mediators from the Toledo Bar Association and each eliminate one, using the one mediator left after eliminations. All mediation will take place in Lucas County and all costs of the mediator shall be split equally between the parties.

11.5 **Term.** This Contract shall be for a term of **five (5) year(s)**, effective as of or commencing on July 1, 2024, and ending on June 30, 2029. However, the School agrees to close voluntarily and



waives all rights of due process and all claims, losses, causes of action, or damages of any kind against the Sponsor if the School is closed mandatorily by statute, by another governmental agency, or by operation of law.

**11.6 Performance Accountability Framework.** Attachment 11.6 sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, renewal, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by Sponsor. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017, by which the success of the School will be evaluated by the Sponsor. These performance measurement criteria supplement, but do not replace, alter, or limit Sponsor's statutory rights and responsibilities, including but not limited to those of nonrenewal, probation, suspension, or termination of the Contract, and the Sponsor-specific criteria outlined in **Attachment 11.6**. The Governing Authority and Sponsor acknowledge that some performance measures may not be available for a particular contract year or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the School will be evaluated, to the extent possible, on available indicators from the framework, and the Sponsor may consider qualitative data.

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

(a) Upon the expiration of this Contract, the Sponsor may in accordance with R.C. 3314.03(E), renew the Contract for a period of time to be determined by the Sponsor, but not ending earlier than the end of any school year. The Sponsor may also exercise its option not to renew the Contract for any reason.

Corrective action may be required at the discretion of the Sponsor. Prior to its determination, the Sponsor shall conduct a high stakes review or evaluation and provide the School with a cumulative report on its findings and on the School's performance over the contract term. The School shall timely submit an Application for Renewal to provide additional information or evidence regarding its performance and to respond to the Sponsor's findings or concerns, if needed.

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

Renewal decisions are based upon an analysis of the following:

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

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

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

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

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

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

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



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

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

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

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

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

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

- 11.12 **Failure to Open/Permanent Closure.** If the School fails to open before September 30<sup>th</sup> of any year (unless the School is a Drop-out Prevention and Recovery school) or within one (1) year after the initial execution hereof, or, if the School permanently closes prior to the expiration date hereof, this Contract shall become void upon notice by Sponsor to School, subject only to the survival of Section 10.2 of this Contract.

11.13 **Compliance with Requests of Sponsor.** The School shall timely comply with all reasonable requests of the Sponsor and allow the Sponsor to monitor the School operations. Failure to do so is grounds for suspension, termination, or non-renewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, an answer in writing within five (5) business days (unless a shorter time is otherwise required pursuant to this Contract), and adequate assurances of cure or actual cure within a period of time acceptable to Sponsor. Notwithstanding the above, the Sponsor may, at its discretion and in particular for non-emergency situations, extend in writing any deadline stated in this Contract.

11.14 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.

11.15 **Assignments/No Third-Party Beneficiaries.** This Contract and its terms shall not be assigned or delegated without the express written approval of Sponsor. This Contract shall inure to the benefit of, and shall be binding upon, the School, the Sponsor, and their respective permitted successors or assigns; subject, however, to the following provision: This Contract shall not inure to the benefit of anyone other than as provided for in this sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.

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

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

11.17 **Severability.** Should any term, clause, or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses, or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

11.18 **Changes or Modifications.** This Contract constitutes the entire agreement among the parties, and no changes or modifications to this Contract shall be valid and binding unless signed by both the Sponsor and the Governing Authority. Notifications required by this Contract shall not be considered changes or modifications of this Contract.

The Sponsor has an obligation to update this Contract annually due to changes in statutes, case law, rules, procedures or duly enacted governmental mandates, as well as in accordance with changes in Ohio accountability systems, and the School agrees to modify the Contract annually for those reasons.

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

11.20 **Preservation of Intellectual Property Rights.** Neither party shall have any right, title or interest in, nor be authorized to use any name, trademark, trade name, fictitious name, trade secret,




copyright, patent, or other right to intellectual property of the other party in any manner whatsoever, except as expressly authorized herein or as subsequently authorized, in writing, by the party owning that intellectual property. No provision of this Contract is intended to convey a property right from one party to the other; provided that, a party may use the name of the other party to describe objectively the relationship of the parties under this Contract, their respective responsibilities, and/or their joint collaborations.

11.21 **Governing Law.** This contract shall be governed by and interpreted according to the laws of the State of Ohio.

(signatures appear on the following page)

**Bowling Green State University**

By:   
(Signature)

Its: Provost and Senior Vice President

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

Date: May 16, 2024

APPROVED AS TO LEGAL FORM

Michael J. Stokes

OFFICE OF GENERAL COUNSEL

**Toledo School for the Arts**

By:   
(Signature)

Its: President, Governing Board

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

Date: May 9, 2024



**ATTACHMENT 1.4**  
**GOVERNANCE PLAN**

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

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



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

	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	9/17/1998	199825900824	ARN DOMESTIC ARTICLES/NON-PROFIT	25.00	10.00	0.00	0.00	0.00
			<b>TOTAL</b>	25.00	10.00	0.00	0.00	0.00

**Return To:**  
**COOPER,WALINSKI & CRAMER**  
**ATTN A J BORMAN**  
**P O BOX 1568**  
**TOLEDO, OH 43603-0000**

-----cut along the dotted line-----



*The State of Ohio*  
 *Certificate* 

*Secretary of State - Bob Taft*

**1031317**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for TOLEDO SCHOOL FOR THE ARTS and that said business records show the filing and recording of:*

Document(s)  
 DOMESTIC ARTICLES/NON-PROFIT

Document No(s):  
 199825900824

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 15th day of  
 September, A.D. 1998



*Bob Taft*  
 Bob Taft  
 Secretary of State



# Cooper, Walinski & Cramer

A Legal Professional Association

900 Adams Street  
P.O. Box 1568  
Toledo, OH 43603

(419) 241-1200  
(419) 242-9606 Fax  
(419) 242-5675 Fax  
Toledo@cwlegal.com

Suite 200 108 East Main Cross  
121 West Washington Street Findlay, OH 45840  
Ann Arbor, MI 48104 (419) 423-9148  
(734) 663-6535 (419) 423-8936 Fax  
(734) 663-0996 Fax cwcfm@bright.net  
cwcaa@voyager.net

Terrell A. Allen  
Libbey W. Call Best\*  
Jacqueline M. Boney  
Amy J. Borman\*  
Paul A. Callam\*\*  
Cary Rodman Cooper\*  
David Rodman Cooper\*  
Bruce A. Cramer  
John Czarnecki  
Stephen M. Dane  
Patrick J. Downey\*  
Janis E. Susalla Foley\*  
Janet E. Hales\*  
Vaughn A. Hoblet\*  
T. Scott Johnston\*  
Kathleen W. Kolodgy  
Margaret J. Lockhart\*  
W. Miles McKee\*

John K. Nelson  
Beth A. Rowe\*  
Joel M. Shere\*\*  
Lucy M. Snyder\*  
Michael L. Stokes\*  
Joseph P. Thacker  
Thomas J. Tucker\*  
Louis Udell\*  
Richard S. Walinski  
Keith A. Wilkowski

Mary C. Smith  
David P. Strup  
of counsel

All Admitted in Ohio except  
\*Admitted in Ohio and Michigan  
\*\*Admitted in Michigan

September 14, 1998

Secretary of State  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43266-0418

RE: Toledo School for the Arts

Dear Sir:

Enclosed please find the Articles of Incorporation and Original Appointment of Statutory Agent for the Toledo School for the Arts along with our firm's check for the filing fee (\$85.00 plus \$10.00 expedited). Please return the recorded documents to me at your earliest convenience.

Best regards,



Amy J. Borman

AJB/cjw

Enclosure

ARTICLES OF INCORPORATION  
OF THE  
TOLEDO SCHOOL FOR THE ARTS

The undersigned, desiring to form a nonprofit corporation pursuant to Chapter 1702 of the Ohio Revised Code, does hereby certify that:

FIRST: The name of the corporation shall be the TOLEDO SCHOOL FOR THE ARTS.

SECOND: The place in Ohio where the principal office of the corporation is to be located is Toledo, Lucas County, Ohio.

THIRD: The corporation is organized exclusively for 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") to operate as a community school in the State of Ohio. This corporation shall not engage in activities which are not in furtherance of the educational purposes set forth in this Article THIRD.

FOURTH: The following restrictions shall apply to the corporation:

- (a) No part of the assets or of the net earnings of the corporation shall inure to the benefit of any member, trustee, or officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes). In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, no member, trustee or officer of the corporation, or any private individual, shall be entitled to any distribution or division of the remaining assets or their proceeds.
- (b) No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, nor shall the corporation participate or intervene in (including the publication and distribution of statements) any political campaign on behalf of any candidate for public office.
- (c) Notwithstanding any other provision in these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Code Section 501(c)(3), or by an organization, contributions to which are deductible under Code Section 170(c)(2), or corresponding provisions of any subsequent federal tax laws.



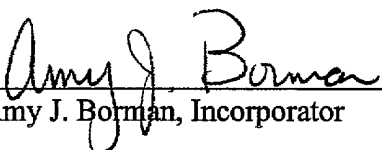
FIFTH: The names and addresses of the persons who are appointed to act in the capacity of trustees of this corporation until the selection of their successors are as follows:

<u>Name</u>	<u>Address</u>
Tom Brooks	6444 Monroe Street, Sylvania, OH 43560
Mike Calabrese	7330 Twin Canyon, Lambertville, MI 48144
Richard Lieb	3505 W. Lincolnshire Blvd., Toledo, OH 43606
Jonnie Myers	2554 West Village Drive, Toledo, OH 43614
Bruce Douglas	2849 Falmouth, Toledo, OH 43615
Dr. George Tombaugh	5662 Parkwood Boulevard, Sylvania, OH 43560
Patricia Kennedy	3115 Gracewood Road, Toledo, OH 43613
Pat McNerney	3440 Corey Road, Toledo, OH 43615
Sara Jane Kasperzak	28627 Stonecroft, Perrysburg, OH 43551
Susan Reams	30120 Waterford Drive, Perrysburg, OH 43551
Dr. Silagh White	449 South Grove St., Bowling Green, OH 43402
Nigel Burgoine	Toledo School of Ballet, Franklin Park Mall Toledo, OH 43607
Bruce Jacobson	2165 Glenacres Court, Maumee, OH 43537
Jan Aguilar	1607 Watova Road, Toledo, OH 43614
Eileen Kerner	6023 Miakonda Tr., Sylvania, OH 43560
Elizabeth A. Emmert	Toledo Opera Association 406 Adams Street, Toledo, OH 43604
Joe Coley	104 Treetop Place, Holland, OH 43528
Johnetta McCollough	1221 Westfield Drive, Maumee, OH 43537
Dr. Abdul Alkalimat	Director of Africana Studies, University of Toledo, 2100 University Hall, Toledo, OH 43606
Kenneth Bishop	8745 Orchard Lake Road, Holland, OH 43528
Stewart Kerr	3481 Brookside, Toledo, OH 43606

SIXTH: The provisions for membership in the corporation shall be governed by the Code of Regulations.

SEVENTH: In the event of the dissolution of the corporation, the membership of the corporation 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 set forth in Article THIRD of these Articles of Incorporation.

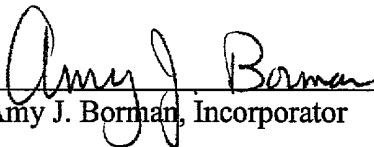
IN WITNESS WHEREOF, I have hereunto subscribed my name on September 11, 1998.

  
\_\_\_\_\_  
Amy J. Borman, Incorporator

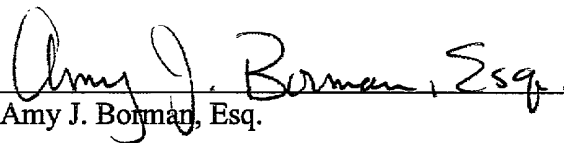


ORIGINAL APPOINTMENT OF STATUTORY AGENT  
OF THE  
TOLEDO SCHOOL FOR THE ARTS

The undersigned, being the incorporator of the TOLEDO SCHOOL FOR THE ARTS, hereby appoints Amy J. Borman, a natural person and resident in the state in which such corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. Her complete address is Amy J. Borman, Esq., Cooper, Walinski & Cramer, 900 Adams Street, Toledo, Ohio 43624.

  
\_\_\_\_\_  
Amy J. Borman, Incorporator

The undersigned hereby accepts appointment as statutory agent for the TOLEDO SCHOOL FOR THE ARTS.

  
\_\_\_\_\_  
Amy J. Borman, Esq.

Dated: 9-14-98

**AMENDED AND RESTATED CODE OF REGULATIONS OF THE  
TOLEDO SCHOOL FOR THE ARTS**

ARTICLE I  
PURPOSE

Section 1, Purpose. The TOLEDO SCHOOL FOR THE ARTS (the "Corporation") is organized exclusively for 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  
NOTICE

Any notice required to be given by this Code of Regulations of the Corporation (the "Code"), 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 sent 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. Notice, if sent by United States mail, express mail, courier service, or telegram shall be sent to the address of the person listed in the records of the Corporation. Notice, if sent by telecopy or electronic mail, shall be sent to the number/address furnished by the person for such transmissions.

ARTICLE III  
DIRECTORS

Section 1. Number. The number of Directors of the Corporation shall be at least seven (7) and no more than thirty (30), or such lesser or greater number as may be subsequently determined by the Directors.

Section 2. Term. Each Director will serve a three-year term. The Directors shall be divided into classes, such that the terms of approximately one-third (1/3) of the Directors shall expire each year. Any expansion of the Board of Directors shall provide for the division of new Directors, to the extent possible, into similar classes one, two, and three years. Any individual elected to fill a vacancy on the Board of Directors caused by resignation, removal, or death of a Director shall serve the remainder of the term of that Director, subject to the provisions of this Code (provided, however, that such partial, unexpired term shall not count against the maximum three (3) consecutive three (3) year terms described below). With the exception of the President, and except as otherwise provided in this Code, each member of the Board of Directors shall hold office until the adjournment of the third annual meeting of Directors held after the election of such Director, or until the Director's earlier resignation, removal from office, or death. Directors, other than the President, may be elected to serve up to three (3) consecutive three (3) year terms, except as provided herein. Any Director who has been elected to three (3) consecutive three (3)



year terms shall again be eligible to be elected as a director if he or she has not served as a Director for at least twelve (12) months. The term of the President as a member of the Board of Directors shall be for as long as he or she is President, plus one year as Immediate Past President. Additionally, the current President of the school's Parents' Organization shall serve as a voting member of the Board of Directors during that person's service as President of the Parents' Organization and ending when that service as President of the Parents' Organization ends.

Section 3. Qualifications of Directors. Directors shall have a strong interest in the welfare of the Corporation. 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. The Board Governance Committee shall maintain adequate records of the terms of Directors and six (6) months before the annual meeting of Directors shall report the names of the Directors whose terms will expire in that year to the Board of Directors. Candidates for Director shall be nominated by the Board of Directors or a committee thereof consisting of at least three Directors. At the annual meeting of the Directors, or at any special meeting called for such purpose, the Directors shall elect individuals to the Board of Directors to fill vacancies on the Board created by the expired term, removal, resignation, or death of any Director.

Section 5. Meetings. The annual meeting of the Directors shall be held in June of each year at such time and place as a majority of the Directors may determine. Special meetings may be called at any time by the President. Provided, however, once a charter is granted and a contract executed causing the Corporation to become a public school, meetings of any group which consists of a majority of the Directors of the Corporation and relates 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 Ohio law, the Corporation's Articles of Incorporation, or this Code, 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. Directors may be deemed present and able to vote at such meeting if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can hear each other at the same time; provided however, during the period in which the Corporation has a contract to operate 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 for so long as required by Ohio law. Employees of the Corporation and the school's Authorizer/Sponsor may participate in Board meetings; however, no Employee of the Corporation or of the school's Authorizer/Sponsor shall be a voting member of the Board of Directors.

Section 7. Notice and Waiver. Unless waived in writing, notice of each annual or 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 by telegram, telecopy, electronic mail transmission, or other writing, 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 of that meeting. However, nothing in this Section 7 shall alter the duty of the Corporation to provide notice to the public of meetings during the period in which the Corporation is operating as 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 the members of the Board of Directors or 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, if the Corporation is operating as a public school pursuant to a fully executed charter contract, all action must be taken at open and public meetings and action by written consent shall not be allowed.

Section 9. Honorary Directors. Any individual who has provided extraordinary service to Toledo School for the Arts or the community may be considered for membership to the TSA Honorary Advisory Council.

- The Governance Committee will nominate individuals to serve on the Honorary Advisory Council.
- The TSA Board will elect Advisory Council members during their annual meeting.
- The Honorary Council will meet at least annually or as determined by the Board.
- Honorary Council Members will receive all written notices and information provided to the Board.
- Honorary Council Members are not subject to any attendance requirements but are eligible to attend any Board meeting as a non-voting participant.

The following criteria should be used as a guide to help determine whether a candidate is qualified for Honorary Advisory Council appointment:

- Board members who have completed their terms with distinction
- Community or Board members who have engaged in major volunteer or advocacy activities in service to TSA.
- Community or Board members who have made significant financial contributions to TSA.
- Individuals recognized as community leaders
- Individuals who exemplify the Mission of TSA



Section 10. Removal of Directors. Any Director may be removed, with or without cause, at any time by the majority vote of the Board of Directors. The Board of Directors or the President may remove, in their sole discretion, any Director, including any Director who is also an officer of the Corporation, who (i) misses three consecutive monthly meetings, (ii) misses one-half of the monthly Board meetings in any twelve-month period, or (iii) fails, without reasonable justification, to perform the duties of Director. Nothing herein prevents a Director removed under this provision from submitting documentation to the nominating committee for reinstatement/re-election, subject to Board approval.

Section 11. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective, without any further action, on the date of its receipt by the Board of Directors or, if later upon the effective date set forth in the resignation. Vacancies in the Board of Directors may be filled in accordance with Sections 2 and 4 of this Article III.

Section 12. Powers of Directors. The business and affairs of the Corporation shall be managed by the Board of Directors. Subject to the provisions of the Ohio Nonprofit Corporation Law, the Articles of Incorporation and this Code, 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 13. Committees. The Board of Directors may create such committee or committees as the Directors may determine, the membership of which shall not include a majority of the Board of Directors but may include advisors and/or other persons who are not currently members of the Board of Directors. A simple majority of the members of any such committee shall constitute a quorum, and an action approved by 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 be in the nature only of recommendations to the Board of Directors.

Section 14. Executive Committee. The Corporation shall have an Executive Committee. The members of the Executive Committee shall consist of the President, the Immediate Past President, the Vice President, the Secretary, the Finance Committee Chair, the Board Governance Committee Chair, and one at-large member from the Board appointed by the President. The School's Executive Director shall be an ex-officio member of the Executive Committee. The Executive Committee shall exercise oversight of all other Board Committees and shall be responsible for long-range planning. The Executive Committee shall be a standing committee and shall have and may exercise the authority of the Board of Directors, subject to authorization as defined by a duly approved resolution of the Board of Directors. The Executive Committee shall be responsible for coordinating the annual performance review of the Executive Director.

ARTICLE IV  
OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of President, Vice President, Secretary, and Finance Committee Chair, each of whom shall be elected by the Board at the annual meeting of the Board. Officers shall hold office for a term of two (2) years, or until their successors are elected and qualified or their earlier death, resignation or removal. The School's Executive Director and Treasurer and the Board's Assistant Secretary, if any, shall be ex-officio members of the Board of Directors, without vote.

Section 2. Vacancies. A vacancy in any office because of death, resignation or removal of an officer may 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, without any further action, upon its delivery to the Board or, if later, upon the effective date set forth in the resignation. 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 contract rights.

Section 4. President. The President shall act as the chief executive officer of the Corporation and perform all such duties customarily associated with such a position. The President shall coordinate the activities directed by the Board of Directors and shall be responsible for 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 assume the duties of the President of the Corporation in the event the President is absent or unable to perform his/her duties and perform such other duties as may be assigned by the Board of Directors or the President from time to time.

Section 6. Finance Committee Chair. The Finance Committee Chair shall assist and guide the Board of Directors and the Executive Committee in their dealings with the corporation's finances and shall direct, guide and assist the Treasurer in the performance of his/her duties. The Finance committee Chair shall serve as the chair of any finance or audit committee established by the Board of Directors and shall perform such other duties as may be assigned by the Board of Directors or the President from time to time.

Section 7. 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, shall keep a record of the proceedings of the Board of Directors, and shall perform such other duties as may be assigned by the Board of Directors or the President from time to time.

Section 8. Assistant Secretary. The Assistant Secretary, if any, may or may not be a member of



the Board of Directors. The Assistant Secretary, if any, shall assume the duties of the Secretary of the Corporation in the event the Secretary is absent or unable to perform his/her duties and perform such other duties as may be assigned by the Board of Directors or the President from time to time. In all duties, subject to approval by a majority of the Directors, the Assistant Secretary's responsibilities or part thereof, may be contracted for by the Directors.

Section 9. Treasurer. The Treasurer shall serve as the fiscal agent for the Corporation and shall have custody of the cash, securities, and other assets of the Corporation. 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 appropriate records thereof. The Treasurer shall prepare and 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. In all duties, subject to approval by a majority of the Directors, the Treasurer's responsibilities or part thereof, shall be contracted for by the Directors, and the Treasurer shall not be a member of the Board of Directors.

ARTICLE V  
INDEMNIFICATION OF DIRECTORS,  
OFFICER, EMPLOYEES AND AGENTS

Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation and such person's heirs, executors and administrators, shall be indemnified by the Corporation in accordance with and to the full extent permitted by the Nonprofit Corporation Law (Ohio Revised Code, Section 1702.12(E)) as in effect at the time of the adoption of this Code or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights to which any Director, officer, employee, agent or other person may be entitled in any capacity as a matter of law or under any regulations, 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 this Code or as changed from time to time.

ARTICLE VI  
CONTRACTS BETWEEN CORPORATION  
AND RELATED PERSONS

To the greatest extent allowed by Ohio law, 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, 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 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  
AMENDMENTS

The Articles of Incorporation and Code of Regulations shall be adopted and amended by a majority of the Board of Directors.

*Last Amended at the Board Meeting held June 11, 2020*



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

DEPARTMENT OF THE TREASURY

Date: **AUG 30 1999**

TOLEDO SCHOOL FOR THE ARTS  
C/O AMY J BORMAN  
PO BOX 1568 700 ADAMS ST  
TOLEDO, OH 43624

**Employer Identification Numbers:**

**34-1876647**

DLN:

17053117009049

Contact Person:

MR CARL MEDLEY

IDN 52406

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Form 990 Required:

No

Addendum Applies:

No

Dear Applicant:

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

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

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

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

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

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Letter 947 (DO/EG)

**TOLEDO SCHOOL FOR THE ARTS**

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

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

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

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 3 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form

Letter 947 (00/00)

**TOLEDO SCHOOL FOR THE ARTS**

**990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.**

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

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

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

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

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

Sincerely yours,

(A) *James M. [unclear]*

District Director



Internal Revenue Service  
P.O. Box 2508  
Cincinnati, OH 45201

Department of the Treasury

Date: **MAY 01 2008**

Person to Contact:  
David Slaughter#31-03114  
Toll Free Telephone Number:  
877-829-5500  
Employer Identification Number:  
34-1678647

TOLEDO SCHOOL FOR THE ARTS  
TSA  
333 14TH ST  
TOLEDO OH 43604-5459

Dear Sir or Madam:

This is in response to your request of March 17, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in August 1999 that recognized you as exempt from Federal income tax, and reflect that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(1) and 170(b)(1)(A)(ii).

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

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Cindy Westcott  
Manager, Exempt Organizations  
Determinations



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/07/2019	201900702332	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00				0

**Receipt**

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

**DICKINSON WRIGHT PLLC  
424 CHURCH STREET SUITE 800  
NASHVILLE, TN, 37219**

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted**

**1031317**

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

**TOLEDO SCHOOL FOR THE ARTS**

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

Document(s)

**NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE**

**Effective Date: 01/07/2019**

Document No(s):

**201900702332**



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 7th day of January, A.D. 2019.

*Jon Husted*

**Ohio Secretary of State**

Form 522 Prescribed by:

Date Electronically Filed: 1/7/2019

**OFFICE OF THE**  
Ohio Secretary of State



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

[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov) | [BusServ@OhioSecretaryofState.gov](mailto:BusServ@OhioSecretaryofState.gov)

File online or for more information: [www.OHBusinessCentral.com](http://www.OHBusinessCentral.com)

**Statement of Continued Existence**  
**Filing Fee: \$25**  
**Form Must Be Typed**

**CHECK ONLY ONE (1) Box**

(1)  Statement of Continued Existence (163-CCE)  
(Domestic Nonprofit Corporation)

(2)  Verification of Foreign Nonprofit (173-FCE)  
(Foreign Nonprofit Corporation)

**By submitting this form the corporation is verifying with the secretary of state's office that it is still actively engaged in exercising its corporate privileges**

Name of Corporation   
  
Charter or License Number

**Complete the information in this section if box (1) is checked**

Location of Principal Office    
City County  
  
Date of Incorporation   
Date

**Complete the information in this section if box (2) is checked**

Date of Qualification in Ohio   
Date  
  
Jurisdiction of Formation   
Jurisdiction  
  
Location of Office NOT in Ohio   
Mailing Address  
    
City State Zip Code  
  
Location of Office IN Ohio   
Mailing Address  
    
City State Zip Code



**All Corporations must complete this section**

Current Statutory Agent's Name and Address

AMY J. BORMAN, ESQ.

Name of Agent

150 E. GAY STREET

Mailing Address

COLUMBUS

City

OH

State

43215

Zip Code

**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**

The statement must be signed by a director, officer, or three members in good standing.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

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

TOLEDO SCHOOLS FOR THE ARTS

Signature

JAMIE LOCKWOOD

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

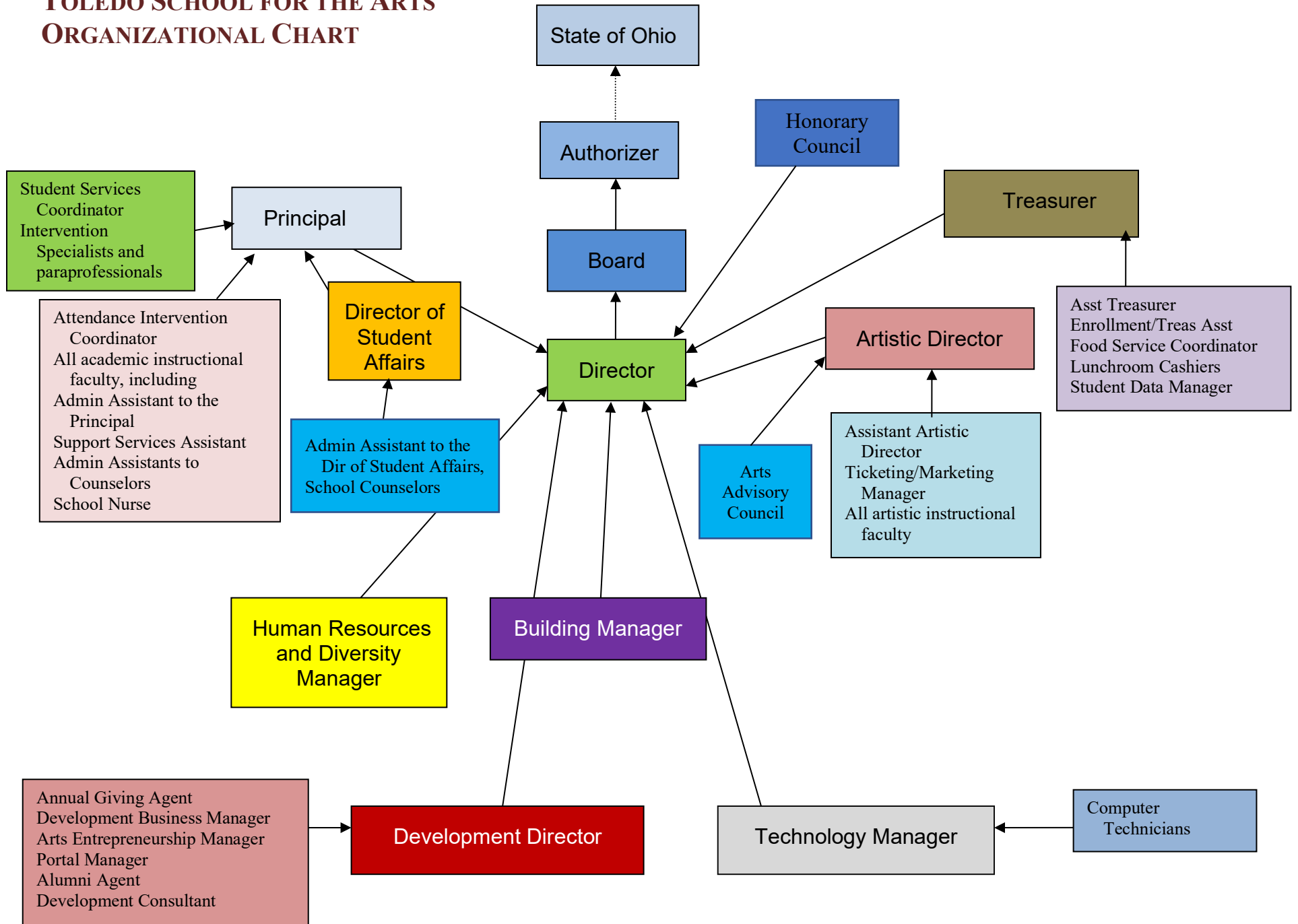
Print Name



## Mission Statement

Toledo School for the Arts serves as an inclusive community where learning is rigorous, creativity is cultivated, and the individual is celebrated.

# TOLEDO SCHOOL FOR THE ARTS ORGANIZATIONAL CHART





**ATTACHMENT 2.1**  
**GOVERNING AUTHORITY MEMBERS**

1. Governing Authority Members and Email Addresses used for School Business

**NOTE:** All Governing Authority Members must have required documents (FBI/BCI, Conflict of Interest, and Resume) on file by the Sponsor prior to the start of their term. The Sponsor shall be promptly notified in writing of any changes in members, including names of resignations and changes to contact information, within five (5) business days of such change.

**ATTACHMENT 2.1**  
**GOVERNING AUTHORITY MEMBERS**

1. Governing Authority Members and Email Addresses used for School Business

**NOTE:** All Governing Authority Members must have required documents (FBI/BCI, Conflict of Interest, and Resume) on file by the Sponsor prior to the start of their term. The Sponsor shall be promptly notified in writing of any changes in members, including names of resignations and changes to contact information, within five (5) business days of such change.



**GOVERNING AUTHORITY MEMBERS  
(BOARD OF DIRECTORS)  
2023-2024**

**Officers**

Olivia Summons, President  
[osummons@ts4arts.org](mailto:osummons@ts4arts.org)

Rob Salem, Vice President  
[rsalem@ts4arts.org](mailto:rsalem@ts4arts.org)

Kaye Aldridge, Secretary  
[kaldridge@ts4arts.org](mailto:kaldridge@ts4arts.org)

Zachary Miller, Chair of Finance & Audit Committee  
[zmiller@ts4arts.org](mailto:zmiller@ts4arts.org)

Tim Van Tuinen, Past President  
[tvantuinen@ts4arts.org](mailto:tvantuinen@ts4arts.org)

**Directors**

Bill Bostleman  
[wbostleman@ts4arts.org](mailto:wbostleman@ts4arts.org)

Allison Bucko  
[abucko@ts4arts.org](mailto:abucko@ts4arts.org)

Joseph Conda  
[jconda@ts4arts.org](mailto:jconda@ts4arts.org)

William Horvath  
[whorvath@ts4arts.org](mailto:whorvath@ts4arts.org)





Joel Nedrow  
[jnedrow@ts4arts.org](mailto:jnedrow@ts4arts.org)

Matt Oberts  
[moberts@ts4arts.org](mailto:moberts@ts4arts.org)

Jacob Parr  
[jparr@ts4arts.org](mailto:jparr@ts4arts.org)

Marna Ramnath  
[mramnath@ts4arts.org](mailto:mramnath@ts4arts.org)

Heather Schramm  
[hschramm@ts4arts.org](mailto:hschramm@ts4arts.org)

Kelli Winston  
[kwinston@ts4arts.org](mailto:kwinston@ts4arts.org)

Brandon Wright  
[bwright@ts4arts.org](mailto:bwright@ts4arts.org)

Mechelle Zarou  
[mzarou@ts4arts.org](mailto:mzarou@ts4arts.org)

**ATTACHMENT 3.2**  
**MANAGEMENT BY THIRD PARTY OPERATOR**

1. Copy of Fully Executed Operator Contract

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

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

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



Toledo School for the Arts (TSA)  
Contract Requirement: Attachment 3.2  
Management by a Third Party Operator  
School Year: 2024

Toledo School for the Arts is currently not managed by a third party operator, therefore this requirement is not applicable.

**ATTACHMENT 3.4**  
**SUSPENSION AND CLOSING PROCEDURES**

1. Department of Education and Workforce Community School Suspension and Closing Procedures
2. Department of Education and Workforce Suspension & Closing Assurance Form
3. Sponsor Standard Operating Procedure: Breach of Contract, Termination, and Dissolution
4. Sponsor Standard Operating Procedure: Financial Difficulty or Closure Prior to the End of the School Year
5. Sponsor Supplemental Closing Plan & Checklist of Community School Closure





# Community Schools: School Suspension and/or School Closing Procedures

**Effective date: July 1, 2010**

**Revised: April 2023**

Community school sponsors primarily are responsible for ensuring an orderly process is followed when a school closes, or operations are suspended.

## Statutory Requirement for Closure

Under state law ([Ohio Revised Code 3314.023](#)), community school sponsors must monitor and oversee their schools' compliance with law, administrative rules and contract provisions, including requirements related to school closure. Specifically, ORC 3314.023 requires:

- *A sponsor shall provide monitoring, oversight, and technical assistance to each school that it sponsors. To provide monitoring, oversight, and technical assistance . . .*
- *[Sponsors] Having in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.*

## Suspension Statute

[ORC 3314.072](#) establishes the conditions under which a school may be suspended, along with a school's procedural rights. Provisions include:

- *For any of the reasons prescribed in division (B)(1)(a) to (d) of section 3314.07 of the Revised Code, the sponsor of a community school established under this chapter may suspend the operation of the school only if it first issues to the governing authority notice of the sponsor's intent to suspend the operation of the contract. Such notice shall explain the reasons for the sponsor's intent to suspend operation of the contract and shall provide the school's governing authority with five business days to submit to the sponsor a proposal to remedy the conditions cited as reasons for the suspension.*
- *The sponsor shall promptly review any proposed remedy timely submitted by the governing authority and either approve or disapprove the remedy. If the sponsor disapproves the remedy proposed by the governing authority, if the governing authority fails to submit a proposed remedy in the manner prescribed by the sponsor, or if the governing authority fails to implement the remedy as approved by the sponsor, the sponsor may suspend operation of the school pursuant to procedures set forth in division (D) of this section.*
- *If division (B) of this section applies or if the sponsor of a community school established under this chapter decides to suspend the operation of a school as permitted in division (C)(2) of this section, the sponsor shall promptly send written notice to the governing authority stating that the operation of the school is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the governing authority has five business days to submit a proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.*
- *Upon receipt of the notice of suspension prescribed under division (D)(1) of this section, the governing authority shall immediately notify the employees of the school and the parents of the students enrolled in the school of the suspension and the reasons therefore and shall cease all school operations on the next business day.*



## Overview

Sponsors provide and execute a plan for an orderly conclusion of a community school's operations when a community school is closed or suspended for any reasons permitted by law and/or the contract between the sponsor and the school. A school is considered closed or suspended when instruction has ceased, and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if the Department issued a notice to a school under the state's automatic closure law, [ORC 3314.35](#). In the case of both suspension and closure, the sponsor and an authorized representative of the governing authority complete and sign the Suspension and Closing Assurance Form. Community school sponsors make sure a community school's governing authority takes all reasonable and required actions to fully address suspension or closing responsibilities. **If a school's governing authority is no longer able or willing to fulfill its obligations to orderly closure, the school's sponsor assumes responsibility for all closure activities.** A plan for school closure is a required part of the school's contract with the sponsor. Final preparations, as outlined in the plan, should be in place prior to the last day students are in attendance.

### Note:

- The suspension and closing procedures detailed in this document or the accompanying are not applicable to school mergers.
- Procedures for school closures that are the result of settlement agreements may differ based on the provisions of the settlement. Schools and sponsors should consult their legal counsel. Sponsors must submit a Suspension and Closing Assurance Form for each suspended or closed community school. By completing this assurance, sponsors attest that all necessary notifications and actions are completed.

When possible, the final FTE review should be completed within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing by the Department. Final FTE reviews should be completed prior to transfer of original student records to the district(s). Sponsors must monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, the sponsor must step in and make the necessary arrangements.

Sponsors should begin completing the Suspension and Closing Assurance Form as soon as possible after the suspension or closure of the school.

For all suspensions and closures, an estimated timeline for suspension and closure activities must be submitted to the Office of Community Schools. For mid-year suspension or closure, the estimated timeline must be submitted to the Office of Community Schools within 10 days of notification. In the case of suspension or closure at the end of the school year, sponsors shall submit an estimated timeline for suspension or closure activities to the Office of Community Schools, via Epicenter. When submitting the first quarterly suspension and closing assurances report, please ensure Column I is filled out with estimated dates of completion. Additionally, when submitting future quarterly suspension and closing reports, update Column I as needed.

The updated Suspension and Closing Assurance Form shall be submitted to the Office of Community Schools, quarterly, (July 1, or July 15 for newly closed schools, Oct. 1, Jan. 1 and April 1) via the Epicenter "Quarterly suspension and closing assurance reports" submission type while noting which activities are complete and identifying the date of completion for each item. Sponsors should continue to submit quarterly closing



assurance reports until all items on the form are complete and the suspension and closing assurances form is submitted via Epicenter. The quarterly submissions shall include, in the “Notes” column, a narrative explaining any delays. For items in which the sponsor believes is “non-applicable” to the school, the sponsor must provide a justification in Column H of the Suspension and Closing Assurance Form.

If refunds are generated later, the sponsor shall follow the instructions in the Preparation of Itemized Financials section of the report and complete the Final Payments and Adjustments section.

### **Additional Resources**

Additional information regarding best practices from The National Association of Charter School Authorizers is available [here](#).

### **Submission Instructions**

Sponsors must submit the Quarterly Suspension and Closing Assurance Report and the completed Suspension and Closing Assurance Form for each suspended and/or closed community school. By completing the Certification tab, sponsors attest that all necessary notifications and actions are completed.

Submit the (1) Suspension and Closing Assurance Reports quarterly using the submission type: Quarterly Suspension and Closing Assurance Reports; and the (2) completed Suspension and Closing Assurance Form with its Certification tab using the submission type: Suspension and Closing Assurance Form. Upload the files to Epicenter following the process below:

1. Log in to Epicenter at <http://epicenternow.org/>.
2. Click the Sign In link at the top of the page.
3. Enter your username and password.
4. Click Document Center.
5. On the Document Center page, click the Submission Upload button.
6. For Entity Type, select school.
7. For Submission Type, select either the “Quarterly Suspension and Closing Assurance Reports” or the “Suspension and Closing Assurance Form.” Final closure assurance forms should be submitted by sponsors using submission type “Suspension and Closing Assurance Form.”
8. For Entities, select the appropriate school by checking the box next to the school’s name.
9. Enter the required information.
10. Click the Upload New File button to upload your document.
11. (Optional) Type a brief message to the reviewer.
12. Click Submit.

**The Certification/Signature tab must include electronic signatures or original handwritten signatures. If printed and original signatures are obtained, the certification page must be uploaded to Epicenter along with the completed spreadsheet.**

The OCS consultants use Epicenter to access your submissions. Please contact your lead consultant if you have additional questions or if you are unable to view any of the information described above



## Records

Sponsors assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education, and other interested entities are secured and available as needed during the closeout process. Records generally describe an account in permanent form, preserving knowledge or information about facts, transactions or events maintained and kept for the proper administration of the school, including student, staff, and administrative/financial information. Please note, the following categories and types of records should not be considered as the entire list of documents that might be examined during a suspension or closing procedure. Additional records may be requested during an FTE review or final audit. (Additional information is available in the Department's [FTE Review Manual](#).)

### *Student Records*

Student records include all educational, special education and other documents in the school's possession that relate to a student. Student records include, but are not limited to: documents normally found in permanent record folders that are necessary for reviews and audits; attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, courses completed and grades for each course, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; FTE Detail reports, with names and SSID numbers that can be used to match names to the FTE Detail report with randomly selected SSIDs obtained by the area coordinator; special education information and folders; and other such information that may be maintained and kept in a student permanent record folder.

Schools must retain copies of all student records necessary to complete the final FTE review and financial audit.

### *Staff Records*

Staff records include but are not limited to employment agreements or contracts; salary and benefits information; attendance and leave information; employee licenses; Local Professional Development Committee (LPDC) status and record of continuing education; payroll and withholding documents; and other such information that may be included in an employee record folder. Staff records at the school do not include records of individuals employed by the operator or contractors.

### *Administrative/Financial Records*

Administrative/financial records include, but are not limited to: lease or rental agreement; deed if property is owned; inventories of furniture and equipment, including purchase price, source of funds for payment, date purchased and property tag number; bank and financial reports, including all financial statements created by the fiscal officer; bank statements and checks; schedule of unpaid debt detailing amount, vendor and date of obligation; invoices, receipts, vouchers and purchase orders that detail expenditures; grant records, including detail of federal and state grant awards and final expenditure reports and contracts; and other such information that may be maintained to serve as the administrative/financial records for the school.

### *Record Retention*

Sponsors shall secure all school records (student, personnel, fiscal, etc.) prior to closing. All such records shall be maintained according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy. [Find additional information](#) regarding state requirements. Federal records retention schedules are [here](#). Additional information is available in the Student Records section of the Suspension and Closing Assurance Form.





Community school sponsors are responsible for securing all records prior to closing and maintaining records in accordance with all applicable retention schedule.

Should you have any questions, please contact your lead consultant or the Office of Community Schools at [Community.Schools@education.ohio.gov](mailto:Community.Schools@education.ohio.gov).

**Please note:**

- A. For each task, sponsors must indicate whether the task is applicable in column G of the Suspension and Closing Assurance Form. If the task is **not applicable**, the sponsor must provide a justification for that determination in column H.
- B. The initial quarterly suspension and closing assurance report submitted in Epicenter must include an estimated completion date for each task (see column I). Be sure to follow the dates required by law or required by this document. If needed, update the estimated completion dates on future quarterly suspension and closing reports.
- C. Quarterly suspension and closing assurance reports are due in Epicenter on or before July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1. As tasks are completed, provide a completion date in Column J.
- D. The quarterly submissions shall include, in the “Notes”, column K, a narrative explaining any delays.
- E. Besides the Quarterly Suspension and Closing Assurance Reports and the completed Suspension and Closing Assurance Form with its Certification tab, sponsors should submit separately to Epicenter: (1) the board resolution indicating suspension or closure, and (2) the estimated timeline for suspension and closure.



## Instructions for Completing All Required Suspension/Closing Tasks

### Section A: Initial Notifications

- 1. Notify the Office of Community Schools (OCS) that the school is being suspended, closed or non-renewed under 3314.07(B) or for other cause, or the school has taken action to initiate closure within required timelines.**
  - a. In the case of a sponsor suspending or terminating a school's operation during the school year, notify OCS that the school is suspending or closing within 24 hours of the action.
  - b. In any other case, notify OCS of the action within 10 days.
  - c. Submit the community school's board resolution via Epicenter, including the date of suspension or closing within 10 days of the action.
  
- 2. Notify the Area Coordinator's office to schedule the student enrollment/FTE review.**
  - a. Notify area coordinator(s) of the school suspension or closure and schedule the final student enrollment/FTE review within three days of the action.
  - b. The treasurer/fiscal officer of the school and other applicable staff should familiarize themselves with the current FTE manual.
  - c. In the case of closure, non-renewal or termination for reasons other than those outlined in 3314.07(B), the sponsor shall request notice of intent regarding continued operation from the school no later than May 15 and provide the response via Epicenter to the Office of Community Schools within three days of receipt.
  
- 3. Notify the resident districts of students enrolled in the school, and the Auditor of State's office of the school being suspended, closed or non-renewed; include the effective date of the suspension or closure.**
  - a. Notify the resident districts, for the students currently enrolled.
  - b. Notify the Auditor of State's office of the school suspension or closure.
  
- 4. Notify STRS and SERS that the school is being suspended or closed.**
  - a. Notify the Ohio State Teachers Retirement System and School Employees Retirement System
  - b. Ensure STRS and SERS contributions are current and request a final reconciliation.
    - i. In the case of mid-year suspension or closure, notify retirement systems within five days of the suspension or closure notice.
    - ii. For any other case, notify retirement systems no later than May 1.



## **Section B: Timeline of suspension or closure process**

- 1. Provide an estimated timeline of the suspension or closure process that includes all information contained in the suspension and closure procedures.**
  - a. Submit via Epicenter a clear and detailed written timeline of the actions and tasks that will take place to ensure the transition of students, staff and the suspension or closing of the schools' business. Submission of the first quarterly suspension and closing assurances form with Column I (Estimated Dates of Completion) filled out can serve as the detailed written timeline required for this action item.
    - i. In the case of mid-year suspension or closure, submit an estimated timeline within 10 days of the suspension or closure.
    - ii. In the case of suspension or closure at the end of the school year, include an estimated timeline when submitting the first quarterly suspension and closing assurances report.

## **Section C: Parent Notification**

- 1. Notification to parents of community school suspension or closure**
  - a. Notify parents that the school is suspending or closing through a formal letter from the school's Governing Authority within 24 hours of action in the case of mid-year suspension or closure; no later than March 1 in the case of nonrenewal under ORC 3314.07(B); and in any other case, notify parents no later than April 15. The letter must include but not be limited to the reason for the suspension or closing of the school, sponsor contact information, options for enrolling in another community school, traditional school or nonpublic schools and contact information.
- 2. Provide each parent with the location to where the child's records are delivered.**
  - a. The notification must include, but not be limited to; address and phone number, department and contact information of the resident districts to where the records are being delivered to.
- 3. Provide each parent with the contact information of the school's sponsor.**
  - a. The notification must include the contact information of the school's sponsor.
- 4. Information meeting regarding educational options for students**
  - a. Notify parents of an informational meeting, where the school will present education options to students for enrolling in another community school, traditional school, or nonpublic school.
  - b. Convene parents and/or guardians to discuss the school enrollment process for the regional district. If possible, representatives from the school, sponsor, resident districts, and/or community schools should be present to answer questions primarily of the school choice/enrollment for the next year.

## **Section D: Staff Notification**

- 1. Notify the teachers and staff that the school is suspended or closing.**
  - a. In the case of a mid-year suspension or closure, notify teachers and staff that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must include but not be limited to, the reason for the suspension or closing of the school, and if applicable, the status of appeals or legal action. Additionally, in the case of a mid-year suspension or closure, provide a second notification to the teachers and staff no later than 7 days after the initial notice. The letter must include, 1) plans to assist students in finding new schools; 2) date of last salary check, 3) instructions on filing for unemployment benefits, 4) date of termination of employees' benefits, 5) last day of work, 6)



description of any assistance the school will provide to faculty and staff to find new positions, and 7) information on where the suspension or closure plan, procedures and timeline can be found.

- b. In the case of nonrenewal under ORC 3314.07(B), notify teachers and staff that the school is suspending or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school, and if applicable, the status of appeals or legal action.
  - i. Additionally, in case of nonrenewal under ORC 3314.07 (B), provide a second notification to the teachers and staff no later than April 1 and include items 1-7 of section (D)(1)(a) above.
- c. In the case of nonrenewal for reasons other than ORC 3314.07(B), notify teachers and staff that the school is suspending operations or closing through a formal letter no later than 10 days after action is taken. The letter must include but not be limited to the reason for the closing of the school and the status of appeals or legal action.
  - i. Also, in case of nonrenewal for reasons other than ORC 3314.07(B), provide a second notification to the teachers and staff no later than May 1 and include items 1-7 of section (D)(1)(a) above.

**2. Notify teachers and staff that STRS/SERS contributions are current.**

- a. Include language in staff letter to assure staff that the contributions are kept current.

**3. Clarify COBRA benefits and when medical benefits end.**

- a. In the case of mid-year suspension or closure, school employees shall be notified when benefits will end, when COBRA benefits begin and contact for assistance no later than eight days after.
- b. In the case of nonrenewal under 3314.07(B) the notification, described in section (D)(3)(a), shall take place no later than April 1.
- c. In all other cases, the notification shall take place no later than April 15.

**4. Notify staff of the obligation to continue instruction through the date of suspension or closure.**

- a. Notify teachers and staff that the school is suspending operations or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must reiterate their obligation to continue instruction through the date of suspension or closure.

**5. Ensure each faculty member's LPDC information is current and available to the teacher.**

- a. Provide each faculty member, in the case of a mid-year suspension or closure, with documentation that their LPDC information is current within five days of the action.
  - i. In the case of nonrenewal under 3314.07(B), notify the faculty no later than April 1.
  - ii. In all other cases, notify the teachers no later than April 15.

**6. Provide sponsor contact information to all staff.**

- a. See item (D)(1) above and include in the letter to teachers and staff must the sponsor contact information.

**7. Ensure all Resident Educator program documentation is current and available to affected teachers.**

- a. In the case of mid-year suspension or closure provide each Resident Educator with documentation that their Resident Educator program information is current within 5 days of action.
  - i. In the case of non-renewal under 3314.07(B), provide documentation no later than April 1.
  - ii. In all other cases, ensure the resident education program documentation is current no later April 15.





## **Section E: Secure all school records, property, and assets.**

- 1. Take control of and secure all school records, property, and assets immediately when the school is suspended or closed.**
  - a. In the case of mid-year suspension or closure, secure all records (student, administrative/financial, staff), property, and assets within 24 hours of notice of suspension or closure.
  - b. If the building's landlord seizes the facility and its contents, or when a governing authority reneges on its obligations or other unforeseen circumstances, legal action may be necessary. The sponsor must share any such circumstance with the sponsor's OCS assigned consultant as quickly as possible.
  - c. In the case of suspension or closure at the end of the school year, begin securing all records and assets immediately under the oversight of the sponsor.
    - i. The sponsor should review the status of all records and assets no later than May 1 prior to suspension or closure.
    - ii. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*

## **Section F: Student Records**

Student records include but are not limited to: documents normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

- 1. Ensure student records are in order and transcript materials can be provided immediately.**
  - a. Organize records by grade level and district of residence.
  - b. Student names and SSID must be displayed clearly.
  - c. Prepare to deliver all students records to students' districts of residence within seven days of suspension or closure.
    - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
- 2. Scan or make a copy of all CURRENTLY enrolled student's records and provide a listing by residential district.**
  - a. Maintain a list in alphabetical order of the currently enrolled students by residential district.
  - b. Scan or make a copy of each currently enrolled student's records.
  - c. Scan or make a copy of each student's record, by residential district, in alphabetical order.
  - d. The community school shall maintain copies of records necessary to conduct the FTE review and final Auditor of State audit.
- 3. Organize all withdrawn student files by district.**
  - a. Maintain a list of all withdrawn students, in alphabetical order, by residential district.
  - b. Provide each withdrawn student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.



- 4. Organize all SPED files by district (separate from cumulative files)**
  - a. Maintain a list of all SPED student files, in alphabetical order, by residential district.
  - b. Provide each SPED student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.
  
- 5. If the school has graduated students, compile a list of the names and dates of all graduates, and provide digital or hard copies of transcripts.**
  - a. Maintain a list (name and SSID) of all graduated students, in alphabetical order, by residential district.
  - b. Provide each graduated student's transcript, in alphabetical order by residential district, to each residential district within seven days of suspension or closure.
    - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
  
- 6. Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.**
  - a. In the case of mid-year suspension or closure, records should be available for review no later than seven days of suspension or closure.
  - b. In the case of suspension or closure at the conclusion of the school year, schools should be prepared for an FTE review within seven days of the last day of instruction.
    - i. *As a best practice, sponsors are recommended to review FTE review requirements with their schools annually and periodically check the condition of records necessary to complete FTE reviews.*
  
- 7. If possible, ODE will complete student enrollment/FTE review within seven (7) days of closure or suspension and prior to student records being delivered to resident districts.**
  
- 8. Deliver the original cumulative student records of all current, withdrawn (withdrawn during the current school year and not already delivered to the student's new school), and graduates to each student's district of residence (with printed list of included students) within seven (7) business days of the school's suspension or closure and obtain a signed delivery receipt.**
  - a. Provide the district of residence with a printed list of all student records they are receiving.
  - b. Records must be placed in a box and arranged in alphabetical order.
  - c. Place a printed list of the student records on the outside of each box of records.
  - d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
  - e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
    - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.
  
- 9. Deliver the original SPED student records to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.**
  - a. Provide the district of residence with a printed list, in alphabetical order, of all SPED student records they are receiving.
  - b. Records must be placed in a box and arranged in alphabetical order.
  - c. Include a printed list of the special education student records inside of each box to ensure student confidentiality.



- d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
  - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.

**10. Deliver the student records of all withdrawn and graduates to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.**

- a. Provide the district of residence with a printed list of all student records they are receiving.
- b. Records must be placed in a box in alphabetical order.
- c. Place a printed list of the student records on the outside of each box of records.
- d. Obtain a signed delivery receipt from the residential district with the printed name, signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
  - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.



## **Section G: Financial Review and Notifications includes completing a review of the financial records within seven days of notice of suspension or closure.**

### **1. Compile List of Creditors and Debtors.**

- a. Compile a listing of Creditors. The list may include, but not be limited to, the following categories:
  - i. Contractors to whom the school owes payment.
  - ii. Lenders
  - iii. Mortgage holders
  - iv. Bond holders
  - v. Equipment suppliers
  - vi. Secured and unsecured creditors
  - vii. Persons or organizations who owe the school fees or credits.
  - viii. Lessees or sub-lessees of the school
  - ix. Any person or organization holding property of the school.
- b. Compile a listing of all debtors. That list may include, but not be limited to, the categories listed above under Creditors.

### **2. Notification to all Creditors**

- a. Solicit from each creditor a final accounting of the school's accrued and unpaid debt.
  - i. Compare the figures provided with the school's calculation of the debt and reconcile.
  - ii. Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.
  - iii. Schools having elected 'reimbursing' status for unemployment insurance must contact the Ohio Department of Job and Family Services, Office of Unemployment Insurance Operations to determine unemployment insurance liability.

### **3. Notification to all Debtors**

- a. Contact all debtors and request payment.
  - i. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency.
  - ii. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.

### **4. Notification to vendors and termination of contracts**

- a. Notify utilities, insurance, landlord, banks, bond holders, contractors, etc., of potential default date and when last payment will be made.
- b. Notify all contractors of school closure and cessation of operations.
- c. Retain records of past contracts and payments with proof that they were paid in full.
- d. Terminate contracts for goods and services as of the last date such goods or services will be needed.
- e. Instruct contractors to remove any contractor property from the school by a certain date (e.g., copying machines, water coolers, other rented property).
- f. Maintain telephone, gas, electric, water, insurance and directors and officer's liability insurance long enough to cover the time required for all necessary closure procedures to be complete.





## **5. Review of budget and cash balances to ensure funds through closure process.**

- a. Review budget and current-year expenditures to date to ensure that funds are enough to operate the school through the end of the school year, if applicable.
- b. Emphasize the legal requirement to limit expenditures to only those in the approved budget, while delaying approved expenditures that might no longer be necessary until a revised budget is approved.
- c. Acknowledge that there are unique expenditures associated with school closure and that the parties will meet to identify these expenditures and funding sources.
- d. Ensure that the school continues to collect revenues included in the school's budget, if applicable.
- e. Make revisions to closure and associated expenses while prioritizing continuity of instruction. The revised budget should include funding to ensure the school's treasurer is engaged to complete the closure process.

## **6. Terminate Operator (EMO/CMO) Agreement**

- a. Review the operator agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. Actions include:
  - i. Request a final invoice from the operator and a final accounting of any retained school funds and the status of grant funds.
  - ii. The school and the operator should agree upon how the company will continue to provide educational services until the last day of instruction.
  - iii. The school and the operator agree when other services including business services will end.

## **7. Notify all funding sources, charitable contributors, grants, etc.**

## **8. Final Reporting of all EMIS items (staff, student, and fiscal)**

- a. The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must report all necessary information regarding students, staff, financials, etc., in EMIS. Please check the EMIS Manual and reporting schedule for details.

## **9. Preparation of year-end financial statements**

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare the itemized financials (subject to revision based on Auditor of State's final audit) to include year-end financial statements, notes to the financial statements and federal awards, if applicable. These financials should include the following items:
  - i. Cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date.
  - ii. List of investments in paper (hard copy) format.
  - iii. List of all payables and indicate when a check to pay the liability clears the bank.
  - iv. List of all unused checks (collect and void all unused checks).
  - v. List of any petty cash.
  - vi. List of bank accounts, closing the accounts once all transactions are final.
  - vii. List of all payroll reports including taxes, retirement, or adjustments on employee contract.
  - viii. Lists of all accounts receivable.
  - ix. List of assets and their disposition



## 10. Establish approved order of Vendors to be Paid.

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must utilize only state dollars, auction proceeds, and any other non-federal dollars to pay creditors in the following order:
  - i. Retirement funds of employees of the schools, such as 401Ks.
  - ii. STRS/SERS retirement systems teachers and staff.
  - iii. Teachers and staff salaries.
  - iv. Unemployment insurance, if applicable.
  - v. Private creditors or those entities that have secured a judgment against the school, including audit preparation and audit costs.
  - vi. Any remaining funds are to be paid to the Department of Education.

## Section H: Disposition of Assets

### 1. Establish a comprehensive Asset listing for the school by fund.

- a. The community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority must establish a check off list of assets including all inventory with proper USAS codes, state codes, and the price of each item and identify the source of funds; in the case of donated items follow the accounting guidance.
  - i. *NOTE: ORC 3314.0210, effective 02/01/2016, states when an operator or management company purchases furniture, computers, software, equipment or other personal property for use in the operation of a community school under this chapter with state funds that were paid to the operator or management company by the community school as payment for services rendered, such property is property of that school and is not property of the operator or management company. When a community school permanently closes and ceases its operation as a community school, any property that was acquired by the operator or management company of the school in the manner described in this section shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.*

### 2. Separate Identification of Federal assets valued over \$5,000.

- a. Unless otherwise described below for the Public Charter Schools Program and the National School Lunch Program, all items purchased with federal funds may be sold at auction. However, for any item with a value of \$5,000 or higher, the item must be labeled on the disposition of assets record as having been purchased with federal dollars, along with the purchaser information (name of school or organization and contact).

### 3. Separate identification of Federal assets purchased with PCSP funds.

- a. The following tasks are the responsibility of the community school governing authority's treasurer or fiscal officer or the sponsor in the absence of the governing authority.
  - i. Public Charter School Program assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the Public Charter School Program. If there are no takers, then an auction sale must be held to dispose of the assets along with the state-funded assets.
  - ii. After the above steps have been taken, any remaining assets may be offered to any public- school district with documented board resolutions by the community school and the accepting district.
  - iii. Provide the Office of Community Schools with a written report of the property and, if



available, a bill of sale. Completion within 30 days of closure.

#### **4. Separate identification of Federal assets purchased with NSLP funds.**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, is responsible for contacting the Office of Child Nutrition.
  - i. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition. Contact the Office for Child Nutrition prior to proceeding with any liquidation of equipment. Liquidation should be completed within 30 days of closure.

#### **5. Establish Fair Market Value**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish the fair market (initial and amortized) value following generally accepted business rules in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state-purchased assets and federally purchased assets that have a value of less than \$5,000 (ORC 1309.627).
  - i. *Note: Essentially, the price should be at the current price in any recognized market at the time of disposition or otherwise consistent with reasonable practices among dealers in the type of property subject to disposition. The school's governing authority's capital assets policy also should be followed. If an asset has no market value and the school is planning to dispose of the asset at a public auction, the school should still place a minimal value on the item.*
  - ii. As a best practice, sponsors are advised to periodically review the schedule of assets and accompanying value to ensure that records are up to date.
- b. In the case of a mid-year suspension or closure, the treasurer should complete the necessary review within seven days (7) of notice. In the case of closure at the conclusion of the school year, review should occur no later than May 1 prior to closure.

#### **6. Designation of Individual with legal authority for payment processing**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must identify staff who will have legal authority for payment processes (checks, cash, credit cards, etc.) and make designation within seven days following notice of suspension/closure.

#### **7. Board approved Disposition plan for assets**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish a disposition plan for all remaining assets. Disposition of remaining assets should be completed within 14 days of closure.

#### **8. Notification of Public Auction**

9. **The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must notify the Office of Community Schools and then the public media (print, media, radio) of the date, time, and location of the asset and/or property disposition auction. Notification shall take place within 30 days' notice of suspension or closure. Board resolution for assets transferred to another public school at no cost.**



- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must provide board resolutions and minutes of any assets transferred at no cost to another school. In the case of a mid-year closure, a plan for disposition of assets shall be completed within 14 days of notice or closure.

**10. Identify any Ohio Facilities Construction Commission guarantees.**

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

**11. Notify the Ohio Facilities Construction Commission of the closure.**

- a. Contact the Ohio Facilities Construction Commission within seven days of notice of suspension or closure.

**12. Offer assets acquired from public districts back to district at Fair Market Value**

- a. Consistent with ORC Section 3314.051, the community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, shall offer real property acquired from a public-school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner.

**13. Prepare documentation on the sale of assets.**

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must track the sale of items in addition to establishing a fair market value for each item and have supporting board resolutions for donation of items to another community, other public school, or nonprofit entity.

## **Section I: Final Payments and Adjustments**

**1. Final Payments to All Vendors**

- a. Determine if any portion of any funds or adjustments can be applied to satisfy any remaining debt; payables (any money owed to another).

**2. Completion of Final Audit**

- a. Submission of the final audit report as presented by the Ohio Auditor of State's Office. **(Note: The final audit identifies the amount of funds on hand and any outstanding liabilities at the time the audit was completed.)**

**3. Send Remaining Funds to ODE**

- a. Send all the remaining funds to the Ohio Department of Education, Office of Budget and School Funding for final disposition. **(Note: Sponsors will work with the school treasurer to account for any funds that remain after all outstanding bills are paid. All of a school's unexpended funds must be accounted for and returned to the Department.)**

**4. Close all Bank Accounts.**

- a. The treasurer shall direct all bank accounts to be closed.
  - i. Remaining checks shall be destroyed.





## Section J: Quarterly Reporting; Dissolving the community school; Notifying the Secretary of State and IRS

1. **Sponsors provide quarterly reports** on the progress made of all suspension and closing procedures.
  - a. Submit this progress report via Epicenter by July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1 until suspension or closure process is complete.
2. **The governing authority adopts a resolution to dissolve the school** and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
  - a. The governing authority adopts a resolution to dissolve the school and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
  - b. Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve.
  - c. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution.
  - d. Consult with the school's attorney for further details.
3. **After the resolution to dissolve is adopted, dissolve the corporation** by delivering to the Secretary of State for filing articles of dissolution setting forth:
  - a. Name of the nonprofit corporation.
  - b. Address of the nonprofit corporation's principal office.
  - c. Date dissolution was authorized.
  - d. If dissolution was authorized by the directors, a statement to that effect.
  - e. If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve.
  - f. Provide additional information the Secretary of State determines is necessary or appropriate.
4. **Notify IRS** of the closing of the school and/or dissolution of nonprofit corporation.

Section	Item #	Action Item	Required Action for Suspension/Closure	Responsible Party (provide name of responsible party)	Suggested Evidence to Demonstrate Compliance during Audit or FTE Review	Applicable (Y/N)	If "Not Applicable"; justification is required	Estimated Dates of Completion	Completion Date	Notes
<b>A. Initial Notifications</b>	1	Notify the Office of Community Schools (OCS) that the school is being suspended or closing, nonrenewed under 3314.07(B) or for other cause or the school has taken action to initiate suspension or closure within required timelines.	Suspension, Closure, Nonrenewal	Sponsor	Board Resolution, email to OCS, email to AOS, and submission to Epicenter					
	2	Notify the Area Coordinator's office to schedule the student enrollment/FTE review.	Suspension, Closure, Nonrenewal	School fiscal officer, governing authority (GA) or sponsor in absence of GA.	Email to Area Coordinator					
	3	Notify the resident districts of students enrolled in the school, and the Auditor of State's Office [CommunitySchoolQuestions@ohioauditor.gov] of the school being suspended, closed or non-renewed and include the effective date of the suspension or closure.	Suspension, Closure, Nonrenewal	GA or sponsor in absence of GA.	Official Closing Letter from Governing Authority or sponsor in absence of governing authority.					
	4	Notify STRS and SERS that the school is being suspended or closed	Suspension, Closure, Nonrenewal	GA or sponsor in absence of GA.	Emails to STRS and SERS					
<b>B. Timeline of suspension or closure process</b>	1	An estimated timeline of the suspension or closure process that includes all information contained in the suspension or closure procedures. Submission of the first quarterly suspension and closing assurances template with Column 1 (Estimated Dates of Completion) filled out can serve as the detailed written timeline required for this action item.	Suspension, Closure, Nonrenewal	GA or sponsor in absence of GA.	Estimated timeline for suspension or closure, submission to Epicenter					
<b>C. Parent Notification</b>	1	Notify parents of the suspension or closure of the school. Notices, information for requesting or obtaining student records, student report cards, contacts for staff assistance and general questions should be available on the school website.	Suspension, Closure and Nonrenewal	GA or sponsor in absence of GA.	Parent Letter					
	2	Provide each parent with the location that the child's records are being delivered to.	Suspension, Closure, Nonrenewal	School GA, administration and/or sponsor	Parent Letter					
	3	Provide sponsor contact information to all parents.	Suspension, Closure, Nonrenewal	Sponsor, school GA.	Parent Letter					
	4	Information meeting re: educational options for students.	Suspension, Closure, Nonrenewal	Sponsor, school GA.	Parent Letter; school's website					
<b>D. Staff Notification</b>	1.	Notify the teachers and staff that the school is suspended or closing.	Suspension, Closure, Nonrenewal	Community school GA, school administration or sponsor in the absence of the treasurer.	Staff Letter					
	2.	Notify teachers and staff that STRS and SERS contributions are current.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Staff Letter					
	3.	Clarify COBRA benefits and when medical benefits end.	Suspension, Closure, Nonrenewal	Treasurer/fiscal officer or sponsor in the absence of the treasurer.	Staff Letter					
	4.	Notify staff of the obligation to continue instruction through the date of suspension or closure.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Staff Letter					
	5.	Ensure each faculty member's LPDC information is current and available to the teacher.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Documentation provided to faculty members regarding their LPDC information					
	6.	Provide sponsor contact information to all staff.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Staff Letter					
	7.	Ensure all Resident Educator program documentation is current and available to affected teachers.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Documentation provided to Resident Educators					
<b>E. Secure the records, property and assets</b>	1.	Take control of and secure all school records, property and assets immediately when the school is suspended or closes.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	None					
<b>F. Student Records</b>	1	Review organization of student records and transcripts to ensure records will be ready for delivery.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	None					
	2	Scan all currently enrolled student records and provide a listing by residential district. If scanning is not an option, make a copy of currently enrolled student records.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Scan or copy of the list of current students, in alphabetical order by district of residence					
	3	Organize all withdrawn student files by district.	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Scan or copy of the list of all withdrawn students by district of residence					
	4	Organize all SPED files by district	Suspension, Closure, Nonrenewal	School GA, administration/treasurer or sponsor in absence of GA.	Scan or copy of the list of all SPED students by district of residence					
	5	If the school has graduated students, compile a list of the names and dates of all graduates and retain that list.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Copy of the list of all graduate students by district					
	6	Have all available IEP, enrollment and attendance records available for the completion of the FTE closure review.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	None					
	7	Completion of student enrollment/FTE review	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Final FTE report					
	8	Deliver the original student records to each student's district of residence within seven business days of the school's suspension or closure (ORC Section 3314.44). Provide sponsor with updated list indicating the delivery information within 24 hours of delivery.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Delivery receipts					
	9.	Deliver the original SPED student records to each student's district of residence and obtain signed delivery receipt. Provide sponsor with updated list indicating the delivery information within 24 hours of delivery.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Delivery receipts					
	10	Deliver the student records of all withdrawn and graduates to each student's district of residence and obtain signed delivery receipt. Provide sponsor with updated list indicating the delivery information within 24 hours of delivery.	Suspension and Closure	School GA, administration/treasurer or sponsor in absence of GA.	Delivery receipts					
<b>G. Financial records review and notifications</b>	1	List all creditors and debtors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Full listing of AP's and AR's					

	2	Notice to creditors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None								
	3	Notice to debtors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None								
	4	Notice to vendors	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None								
	5	Budget/cashflow review	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	June 30 bank reconciliation								
	6	Terminate operator agreements	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Signed termination letter								
	7	Notice to private funders	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	None								
	8	Report all required data in EMIS.	Suspension and Closure	School administration, governing authority or sponsor in the absence of GA.	None								
	9	Year-end financial statements, notes to the financial statements and, if applicable, schedule of federal awards.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Hinkle submission								
	10	Establish approved order of vendors to be paid	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Copy of vendor list and order								
H. Disposition of assets for either state or federal funds:	1	Provide a comprehensive Asset listing for the school by fund.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Asset list with values								
	2	For all federal program purchases that have a value of \$5,000 or greater, complete all required actions.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Asset list with values								
	3	Disposition of assets purchased using Public Charter School Program grant funding.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Asset list with values								
	4	Liquidation of cafeteria equipment purchased with NSLP funds	Closure Only	Administration/treasurer or sponsor in absence of GA.	Asset list with values								
	5.	Establish the fair market (initial and amortized) value of assets following generally accepted business rules and in a transparent manner.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Asset list with values								
	6.	Identify staff having the legal authority to implement payment processes.	Suspension and Closure	Administration/treasurer or sponsor in absence of GA.	Board resolution								
	7	Establish disposition plan for any remaining items.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Board resolution								
	8	Notification of public auction for asset/ property disposition.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Copy of notice								
	9	Provide board resolutions and minutes of any assets transferred at no cost to another school	Closure Only	Administration/treasurer or sponsor in absence of GA.	Board resolution								
	10	Identify any Ohio Facilities Construction Commission guarantees, if applicable.	Closure Only	Administration/treasurer or sponsor in absence of GA.	None								
	11	Notify the Ohio Facilities Construction Commission of the closure.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Email to SFC								
	12.	Offer real property acquired from public district back to district at fair market value.	Closure Only	Administration/treasurer or sponsor in absence of GA.	Copy of offer letter								
	13.	Prepare documentation on sale of assets	Closure Only	Administration/treasurer or sponsor in absence of GA.	Copy of sale receipts								
I. Final Payments and Adjustments	1.	Receive any funds or adjustments credited to the account of the closed school; and determine payments to all vendors.	Closure	Administration/treasurer or sponsor in absence of GA.	Email confirmation from treasurer								
	2.	Completion of final audit; The final audit identifies the amount of any remaining funds the school has at the time of the audit.	Closure	Administration/treasurer or sponsor in absence of GA.	Copy of final audit								
	3.	Forward all remaining funds to the Ohio Department of Education; (Note: Sponsors are requested to verify that all funds remaining after outstanding liabilities are paid have been returned to the Department.)	Closure	Administration/treasurer or sponsor in absence of GA.	Receipt from the Department								
	4.	Close all bank accounts	Closure	Administration/treasurer or sponsor in absence of GA.	Copy of confirmation								
J. Quarterly reports	1	As a reminder, sponsors must provide quarterly reports on the progress made on all suspension or closing procedures and submit this progress report through Epicenter by April 1, July 1, Oct. 1, Jan. 1 until suspension or closure process is complete. Final submission of suspension and closing assurance form shall be submitted to the Office of Community Schools no later than 14 days after suspension and closure process is completed.	Suspension and closure	Sponsor	Epicenter submission				July 1 April 1 October 1 January 1		July 1 April 1 October 1 January 1		
Dissolve the community school	2	a) The governing authority adopts a resolution to dissolve that indicates to whom the school assets purchased with nonpublic funds will be distributed after all creditors have been paid; b) Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution. (C.R.S. 7-134-103); c) Consult with school's attorney for further details.	Closure	Governing Authority	Copy of resolution								
Notify Secretary of State's Office	3	After the resolution to dissolve is authorized, dissolve the corporation by delivering to the Secretary of State for filing articles of dissolution setting forth: a) The name of the nonprofit corporation; b) The address of the nonprofit corporation's principal office; c) The date dissolution was authorized; d) If dissolution was authorized by the directors, a statement to that effect; e) If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve; and f) Such additional information as the Secretary of State determines is necessary or appropriate.	Closure	Governing Authority	Copy of notice to SOS								
Notify IRS	4	Notify IRS of the closing of the school and/or dissolution of nonprofit corporation.	Closure	Governing Authority	Copy of notice								

<b>Community School: School Suspension and/or School Closing Procedures</b>
Effective Date: July 1, 2010
Updated: <b>July 2023</b>
<b>Certification</b>
The authorizer and school governing authority representative identified below certify that all steps listed above were completed, unless otherwise noted.
Community School Name:
Community School IRN:
Governing Authority Representative Name:
Governing Authority Representative Signature:
Date of GA Representative Signature:
Name of Sponsor:
Sponsor IRN:
Sponsor Representative Name:
Sponsor Representative Signature:
Date of Sponsor Signature:
The School's governing authority and the sponsor execute the Suspension or Closing Assurance Form and maintain it with copies sent to the Office of Community Schools.
<b>Please note: The Certification/signature tab must either include electronic signatures or printed for original signatures. If printed for original signatures, the certification page must be uploaded to Epicenter along with this completed spreadsheet.</b>



Revised November 2023

---

## STANDARD OPERATING PROCEDURE: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

In the event that BGSU elects to close a school through non-renewal, suspension or termination of the contract, BGSU shall oversee the closure procedures as set forth in the Ohio Revised Code and by the Department of Education and Workforce. The closing school's governing authority, treasurer, and superintendent/principal/chief executive officer shall carry out many of these requirements and must stay active throughout the closing procedures. The sponsor shall complete the "Suspension & Closing Assurance Form" provided by the Department of Education and Workforce (DEW), which is incorporated by reference herein and sets forth DEW's procedural requirements for closing a school.

The grounds and procedures for termination of this Contract and dissolution of the School will be as follows:

### Chapter 1 - Termination by the Authorizer

This Contract may be terminated, after written notice to the School, and the charter revoked by the BGSU President, Provost and Sr. Vice President, or Dean of Education and Human Development upon recommendation of the Authorizer staff. Any termination or revocation shall take effect after the School has had the opportunity to exhaust any appeal or review as provided by law. In order to minimize the disruption to students, the effective date of the termination shall be no sooner than the end of the current semester, unless termination on a different date is reasonably necessary to protect the health, safety, or welfare of students or staff. The Contract may be terminated for any of the following reasons:

- ❖ Any of the grounds provided for under Ohio law (see ORC References), as they exist now or may be amended;
  - Commission of a material violation of any of the conditions, standards, or procedures set forth in the Contract;
  - Failure to meet generally accepted standards of fiscal management;
  - Violation of any provision of the contract or applicable state or federal law;
  - Failure to meet the goals, objectives, content standards, pupil performance standards, applicable federal requirements, or other terms identified in the Contract; or
  
- ❖ Bankruptcy or insolvency of the School

### Chapter 2 - Other Remedies

The Authorizer may impose other appropriate remedies for breach including, but not limited to, revocation of waiver(s) and withholding of funds.

### **Chapter 3 - Termination by the School**

Should the School choose to terminate this Contract before the end of the contract term, it may do so in consultation with the BGSU Provost and Sr. Vice President or Dean of Education and Human Development at the close of any school year and upon written notice to the Authorizer given at least thirty (30) days before the end of the school year.

### **Chapter 4 – Dissolution**

Upon termination of this Contract for any reason by the BGSU Provost and Sr. Vice President or Dean of Education and Human Development, upon expiration of the Contract, or if the School should cease operations or otherwise dissolve, the designated Authorizer Staff will supervise and have authority to conduct the winding up of the business and other affairs of the School; provided, however, that in doing so the Authorizer will not be responsible for and will not assume any liability incurred by the School under this Contract. The School Board and School personnel shall cooperate fully with the winding up of the affairs of the School.

### **Chapter 5 - BGSU's plan of action in the event the School is suspended, terminated, or otherwise closes such that the School ceases operation prior to the end of the school year, is as follows:**

BGSU will take every possible reasonable step to avoid a mid-year closure. Prior to any decision to suspend or close school operations mid-year, BGSU may take steps including but not limited to:

- ❖ At the BGSU Provost and Sr. Vice President or Dean of Education and Human Development's discretion, waive school sponsorship fees for a specified period of time.
- ❖ BGSU staff may assist in the renegotiation of contracts to gain more favorable terms for the school.
- ❖ BGSU staff may meet directly with the school Treasurer and Director to evaluate spending in all areas and develop a plan to reduce expenses while maintaining required minimum staffing levels.

In the event every possible step towards a solution has been taken and the school must be closed, BGSU shall comply with the provisions of ORC 3314.07, 3314.072, and 3314.073 regarding the procedures and notices for placing the School on probationary status, suspension, and/or termination. In the event it becomes necessary for the Sponsor to suspend or terminate the school's Contract, BGSU will adhere to the **Community School Suspension and Closing Procedures** and forms prescribed by the Department of Education and Workforce.

BGSU wants to ensure the best possible transition for students and staff affected by the closure.

As an example, though not exhaustive, school closure creates the following monitoring responsibilities:

**A. *Initial Notifications, Student Records, and School Records***

- Ensure that DEW, parents of students, staff and other relevant state agencies have been notified within 24 hours of the decision to close the school.
- Ensure that student records have been transferred to the resident districts within 7 days.
- Ensure that an FTE audit has been scheduled with DEW within 7 days.

**B. *Disposing of Assets***

- Work with treasurer to identify assets and prepare documentation for the disposition of such assets.
- Ensure that procedures are followed for disposition comply with legal requirements, particularly regarding creditor's rights, real property, and grant funds.

**C. *Preparation of Itemized Financials***

- Ensure that a State Audit has been scheduled within 30 days of the decision to close.
- Work with treasurer to prepare and organize all required financial reporting documents.

**D. *Final Payments***

- Provide monitoring services and be prepared to receive or transmit funds on behalf of the school, if legally required

**ORC REFERENCES**

**3314.072** *Suspending operation of non-complying school.*

**3314.032** *Contents of contract between governing authority and operator.*

**3314.35** *Permanent closure; criteria.*

**3314.03** *Specifications of contract between sponsor and governing authority- specifications of comprehensive plan.*

**3314.103** *Termination of contract prior to termination of annual session*

**3314.07** *Expiration, termination or nonrenewal of contract for community school*

**NOTE:** *Please refer to DEW Closing Procedures attached to this policy*

**Bowling Green State University**  
**Revised 2023-2024**  
**STANDARD OPERATING PROCEDURE**  
**Financial Difficulty or Closure Prior to the End of the School Year**

By authority of the community school contract executed between Bowling Green State University, a state-assisted institution of higher education established and existing under the laws of Ohio ("BGSU" or "Sponsor") and the Governing Authority ("School") as amended (the "Contract"), and provisions of Chapter 3314 of the Ohio Revised Code, including but not limited to, ORC 3314.03(D)(6) and 3314.015(E), and OAC 3301.102-05(A)(7), Bowling Green State University's plan of action for responding to critical financial difficulties or closure experienced by the School prior to the end of the school year, is as follows:

- 1. Pursuant to the community school contract, the School must cooperate fully with the Sponsor in all activities as required by Department of Education and Workforce (DEW) regulations for oversight of the School, including but not limited to:**
  - Annual file updates as requested by BGSU;
  - Annual review of Auditor reports;
  - Timely submission of both the October and May 5-year forecasts;
  - Timely submission of the board approved annual Community School Budget;
  - Monthly reviews of the school's financial position; and
  - Other appropriate requests for information from BGSU or DEW.

Further, pursuant to the community school contract, the School shall comply with all reasonable requests of the Sponsor. Failure to do so may constitute grounds for Sponsor to place the School on probation, suspension, and/or termination of the Contract. In Article VIII of the Contract, the School specifically recognizes BGSU's authority to intervene in, correct, declare probationary status of, suspend, terminate, or non-renew the school's Contract and correct problems in school performance.

In the event the School experiences financial difficulties, BGSU will utilize its authority under Ohio Revised Code, Ohio Administrative Code, and Article VIII. of the Contract to obtain necessary information from the School to identify causes, develop potential remedies, and prepare contingency plans, if necessary.

The Sponsor shall require the School to develop and implement a remedial plan to address the school's financial difficulties in a timely manner. Such remedial plan may include, but is not limited to:

- School providing more frequent or enhanced financial reporting to Sponsor; arrangements for on-site financial inspections and/or audits of the School by Sponsor or Sponsor's representatives.



- Providing supplemental reports to the Sponsor confirming the implementation of remedial steps in accordance with an agreed upon timetable.
- School's attainment of specified financial benchmarks according to an agreed upon timetable. Sponsor may compel the School to provide such a remedial plan through the use of probation or notice of intent to suspend.

In the event the School fails to provide an acceptable remedial plan, or fails to implement a remedial plan approved by the Sponsor, the Sponsor reserves the authority to require changes to the management of the School, to the extent permitted by Ohio Revised Code Chapter 1702, or other applicable law. Pursuant to the community school contract, as permitted by law, the School grants BGSU power of attorney to carry out provisions of applicable law and the contract on behalf of the School, should it become necessary to do so by the sponsor's sole discretion, and to appoint a new Board of Directors for the School for cause or breach of the Contract.

If the School is not able to remedy its financial difficulties in a manner satisfactory to BGSU, then BGSU reserves the right to terminate the school's contract in accordance with provisions of Ohio Revised Code 3314.07.

**2. BGSU's plan of action in the event the School is suspended, terminated, or otherwise closes such that the School ceases operation prior to the end of the school year, is as follows:**

BGSU will take every possible, reasonable step to avoid a mid-year closure. Prior to any decision to suspend or close school operations mid-year, BGSU may take steps including but not limited to:

- At the BGSU Provost and Sr. Vice President's, President's or Dean of Education and Human Development's discretion, waive school sponsorship fees for a specified period of time.
- BGSU staff may assist in the renegotiation of contracts to gain more favorable terms for the school.
- BGSU staff may meet directly with the school Treasurer and Director to evaluate spending in all areas and develop a plan to reduce expenses while maintaining required minimum staffing levels.

In the event every possible step towards a solution has been taken and the school must be closed, BGSU shall comply with the provisions of ORC 3314.07, 3314.072, and 3314.073 regarding the procedures and notices for placing the School on probationary status, suspension, and/or termination.

In the event it becomes necessary for the Sponsor to suspend or terminate the school's Contract, BGSU will adhere to the **Community School Suspension and Closing Procedures** and forms prescribed by the Ohio Department of Education and Workforce .

The following steps are strong areas of focus for BGSU to ensure the best possible transition for students and staff affected by the closure.

- Immediate communication of closure with DEW, parents, and school staff.
- Direct communication with the local public school district to arrange delivery of records and to ensure parents receive support as they transition to a new school.

- Coordination with the closure school to host an enrollment fair for all school options available in the area so parents are fully aware of choices and can be assisted in the transition to a new school.
- Coordination with the closure school to ensure both student records and staff files are completely organized and ready for delivery to prevent any delays during the transition.

### **Sponsor Supplemental Closing Plan**

In addition to any state required laws, rules and regulations, the Sponsor requires the following as part of its closing plan:

1. At a minimum, the Board of Directors, licensed fiscal officer, chief administrative officer and assistant, and the EMIS director must stay in place throughout any closing process as the “School Closing Team”, unless otherwise agreed to in writing by the Sponsor. If the School has a management company, at least two persons from the management company must also be part of the school closing team.
2. The sponsor shall assign its own “Sponsor Closing Team” to monitor, oversee, and provide technical assistance throughout the closing of the school and in order to enhance communications with the school, its staff and students.
3. The school and the Board of Directors understand and agree that they are the primary parties responsible for the closing of the school and the only parties that can perform many of the tasks needed to be performed and agree to do so in a timely manner in accordance with all required timeframes. If a timeframe is truly impossible to meet, the Sponsor will work to obtain approval of another timeframe from the Ohio Department of Education and Workforce but gives no assurances of any cooperation by the DEW.
4. The School Closing Team shall arrange for toll free numbers for parents and students to call for questions and shall publicize such numbers to all parents, staff and students stating that all calls will be answered within 24 hours on a weekday. Such communication shall list a Sponsor Closing Team representative as a back-up number, if calls are not returned by the school.
5. The Board of Directors of the School understand that, if they are paid a stipend before the closing process, that they may be unable to receive the stipend during the closing process if there will not be sufficient funds to fully and finally close the School.
6. The School shall cooperate in (a) any acts required to determine placement of its current or former students in other schools such as, at the Sponsor’s discretion, having a student placement open house at the School premises or at a premises when a significant amount of students may reside, (b) in all necessary or Sponsor-recommended communications,

(c) if legal questions as to priorities of creditors, getting a court order,(d) if the closing is unusually complicated legally, including but not limited to ongoing lawsuits, agreeing to a receiver being appointed (e) any other Sponsor closing plan requirement reasonably necessary to effectuate the closing in a manner respectable to the public.

7. The School agrees that it shall cause its administration to keep all employment and student files in good order at all times, so that the process of transferring files upon closure will be smooth.
8. The School shall begin arranging matters for closing as soon as the Sponsor's Board votes or the Sponsor determines that the School is at-risk for closing, by preparing student files in order by grade, year and home district, providing access to the Sponsor, copying student files or downloading such files on flash drives for School and for Sponsor, send updated asset lists arranged by state and federal assets, USAS Code, original purchase price, depreciation values, current fair market values and types of asset (equipment, computers, software, furniture, books supplies, materials, etc.). Such arrangements will, if the School is not closed, be retained by Sponsor as part of its oversight obligations.
9. The School shall, retain \$15,000 per year in a "Closing Fund" as a separate line item on its financials and as a restricted line item, until it has reached the amount of \$75,000, at which time money shall cease going into the restricted account. The restricted account shall be used solely for closing costs and not for creditors, in a manner that the Sponsor shall determine with School input. The restricted fund agreement shall show the Sponsor as a contingent account holder and signor on behalf of the Sponsor, in the case the school cannot carry through on its closing obligations in this Plan.
10. This Plan shall be provided by the School to the licensed fiscal officer, with particular attention to paragraphs 9 and 10 of this Plan. If the School runs out of money and cannot complete its closing obligations, then its licensed fiscal officer shall immediately effectuate the handing over of the Closing Fund to the Sponsor to use solely for closing obligations under this Attachment.
11. The School Closing Team shall cooperate at every step until and through the final audit of the School and the complete end of the closing process.
12. By signing the Contract, the School and the Board of Directors agree to this plan and its terms.

**Please Note:** *DEW Closing Procedures and Assurances and the Sponsor's Supplemental Checklist are made part of this attachment.*

**Revised:** 2023-2024 School Year



## Sponsor Supplemental Checklist of Community School Closure

Item Number	Task	Person Responsible	Timeframe	Miscellaneous Notes
1	<p><b>Create "Community School Closure: Frequently Asked Questions" Document</b></p> <p>General document from Sponsor outlining Sponsor's policies, commitment to quality authorizing through supporting the transition of students and staff to new settings, overview of transition steps , general timelines, checklist for parents transitioning to a new school in the next school year and Sponsor contact information</p>	Community School Liaison / Sponsor Lead	Within 3 business days of the vote to close or suspend	
2	<p><b>Establish Sponsor Closing Team and School Closing Team and Assign Roles</b></p> <p>A team dedicated to ensuring the smooth transition of students, staff and close down of the school's business populated by Sponsor staff in conjunction with board members and staff of the closing Community school.</p> <p>Team to include:</p> <ul style="list-style-type: none"> <li>▪ Lead person from Sponsor Staff;</li> <li>▪ Community School Board chair;</li> <li>▪ Lead Administrator from the Community School;</li> <li>▪ Lead Finance person from the Community School;</li> <li>▪ Lead person from the Community School</li> <li>▪ Faculty; and</li> <li>▪ Treasurer of School</li> </ul>	<p>Community School Liaison / Sponsor Lead</p> <p>Community School Board Chair</p> <p>Lead Administrator</p> <p>School Treasurer</p>	Within 48 hours of the authorizing board's vote to close the Community school	
3	<p><b>Assign Transition Team Action Item Responsibilities</b></p> <p>Distribute contact information to all closing team members, set calendar for meetings and assign dates for completion of each community school closure action item.</p>	<p>Community School Liaison / Sponsor Lead</p> <p>Community School Board Chair</p> <p>Lead Administrator</p> <p>School Treasurer</p>	Within 48 hours of the authorizing board's vote to close the Community school	
4	<p><b>Initial Closure Notification Letter: Parents &amp; School</b></p> <ul style="list-style-type: none"> <li>▪ Closure decision;</li> <li>▪ Distribute letter to faculty, staff and parents; and</li> <li>▪ Help-Line information</li> </ul>	<p>Community School Board Chair</p> <p>Lead Administrator</p>	Within 24 hours of the authorizing board's vote to close the Community school	SEE DEW CLOSING PROCEDURES
5	<p><b>Initial Closure Notification Letter: State &amp; Local Agencies</b></p> <p>Letter to DEW as well as all others necessary by statute</p>	Community School Liaison / Sponsor Lead	Within 24 hours of the authorizing board's vote to close the Community school	

6	<p><b>Continue Current Instruction</b></p> <p>Continue instruction under current education program per Community contract until end of school calendar for regular school year</p>	Lead Administrator	Continuous after the authorizing board's closure vote until end of classes as designated in authorizing board's closure resolution	
7	<p><b>Terminate Summer Instruction Program</b></p> <p>Take appropriate action to terminate any summer instruction, such as canceling teaching contracts.</p>	Community School Board Chair Lead Administrator	Within 48 hours of the authorizing board's vote to close the Community school	
8	<p><b>Secure Student Records</b></p> <p>Ensure all student records are organized, up-to-date and maintained in a secure location.</p>	Lead Administrator	Within 24 hours of the authorizing board's vote to close the Community school	
9	<p><b>Secure Financial Records</b></p> <p>Ensure all financial records are organized, up-to-date and maintained in a secure location.</p>	School Treasurer	Within 24 hours of the authorizing board's vote to close the Community school; provide copies to Sponsor	
10	<p><b>Parent Contact Information</b></p> <p>Create Parent Contact List to include:</p> <ul style="list-style-type: none"> <li>▪ Student Name;</li> <li>▪ Address;</li> <li>▪ Telephone;</li> <li>▪ E-mail, if possible; and</li> <li>▪ Student ID number</li> </ul> <p>Provide a copy of the parent contact information to the Sponsor.</p>	Lead Administrator	Within 24 hours of the authorizing board's vote to close the Community school	
11	<p><b>Faculty Contact Information</b></p> <p>Create Faculty Contact List to include:</p> <ul style="list-style-type: none"> <li>▪ Name;</li> <li>▪ Position;</li> <li>▪ Address;</li> <li>▪ Telephone; and</li> <li>▪ E-mail.</li> </ul> <p>Provide a copy of the Faculty Contact List to the Sponsor.</p>	Lead Administrator	Within 24 hours of the authorizing board's vote to close the Community school	
12	<p><b>Convene Parent Closure Meeting</b></p> <p>Plan and convene a parent closure meeting.</p> <ul style="list-style-type: none"> <li>▪ Make copies of "Closure FAQ" document available;</li> <li>▪ Provide calendar of important dates for parents;</li> <li>▪ Provide specific remaining school vacation days and date for end of classes;</li> <li>▪ Present information on home districts and other community schools;</li> <li>▪ Provide contact and help line information;</li> <li>▪ Explain how records are transfer; and</li> </ul>	Community School Liaison / Sponsor Lead Lead Administrator	Within 72 hours of the authorizing board's vote to close the Community school	

	<ul style="list-style-type: none"> <li>Explain how graduation will be accomplished.</li> </ul>			
13	<p><b>Convene Faculty/Staff Meeting</b> Board Chair to communicate:</p> <ul style="list-style-type: none"> <li>Commitment to continuing coherent school operations throughout closure transition; plan to assist students and staff by making closing as smooth as possible;</li> <li>Reasons for closure;</li> <li>Timeline for transition details;</li> <li>Compensation and benefits timeline;</li> <li>Contact information for ongoing questions.</li> <li>Provide information on PD, licenses, job openings, if known, LPDC and Resident Educator materials</li> <li>Provide the Sponsor copies of all materials distributed at the Faculty/Staff Meeting.</li> </ul>	<p>Community School Liaison / Sponsor Lead</p> <p>Lead Administrator</p>	<p>Within 72 hours of the authorizing board's vote to close the Community school</p>	
14	<p><b>Establish Use of Reserve Funds</b></p> <p>If school is required to maintain closure reserve funds, identify acceptable use of such funds to support the orderly closure of the school.</p>	<p>Community School Liaison / Sponsor Lead</p> <p>School Treasurer</p>	<p>Within one week of the authorizing board's vote to close the Community school</p>	
15	<p><b>Maintenance of Location and Communication</b></p> <p>Establish if the school will maintain the current facility as its focus of operation for the duration of closing out the school's business, regulatory and legal obligations.</p> <p>In the <i>event</i> the facility is sold or otherwise vacated before concluding the school's affairs, the school must relocate its business records and remaining assets to a secure location (not someone's home) where the School Closing Team is available to assist with closure operations. The school must maintain an operational telephone service with voice message capability and maintain custody of business records until all business and transactions are completed and legal obligations are satisfied. The school must immediately inform the Sponsor if any change in location or contact information occurs. Sponsor must be able to have full access to the temporary closing quarters.</p>	<p>Community School Board Chair</p>	<p>Ongoing until closure is completed</p>	
16	<p><b>Insurance</b></p> <p>The school's assets and any assets in the school that belong to others must be protected against theft, misappropriation and deterioration.</p> <p>The school should:</p> <ul style="list-style-type: none"> <li>Maintain existing insurance coverage until the disposal of such assets under the school closure action plan</li> <li>Continue existing insurance for the facility, vehicles and other</li> </ul>	<p>Community School Board Chair</p> <p>School Treasurer/Community School Financial Lead</p>	<p>Ongoing until all business related to closure is completed.</p>	

	<p>assets until (1) disposal or transfer of real estate or termination of lease, and (2) disposal, transfer or sale of vehicles and other assets ;</p> <ul style="list-style-type: none"> <li>▪ Negotiate facility insurance with entities that may take possession of school facility (lenders, mortgagors, bond holders, etc.)</li> <li>▪ Continue or obtain appropriate security services; and</li> <li>▪ Plan to move assets to secure storage after closure of the school facility.</li> <li>▪ The school should maintain existing directors and officers liability (D&amp;O) insurance, if any, until final dissolution of the school.</li> </ul>			
17	<p><b>Staff/ Assistance Letter</b></p> <p>Outline transition plans and timelines for staff, including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Commitment of school's board to transitioning staff;</li> <li>▪ Commitment to positive transition of children into new educational settings;</li> <li>▪ Any transition to new employment assistance;</li> <li>▪ Timelines for compensation and benefits;</li> <li>▪ COBRA information;</li> <li>▪ Pertinent licensure information; and</li> <li>▪ Administrative lead contact information.</li> </ul> <p>Provide the Sponsor with a copy of the letter and any accompanying materials.</p>	Community School Board Chair	Within 10 days of the authorizing board's vote to close the Community school.	
18	<p>Agency Notifications</p> <p>The school must satisfy statutory and regulatory obligations to ensure a smooth transition for students.</p> <p>Check requirements under state statute and regulation.</p> <p>Agency notification may include:</p> <ul style="list-style-type: none"> <li>▪ state community school oversight department;</li> <li>▪ school finance;</li> <li>▪ grants management;</li> <li>▪ federal programs office;</li> <li>▪ non-instructional staff retirement system;</li> <li>▪ state teacher retirement system;</li> <li>▪ local school district superintendent(s);</li> <li>▪ state auditor office</li> <li>▪ assessment and testing;</li> <li>▪ child nutrition; and</li> <li>▪ data reporting (student information); and</li> </ul>	Lead Administrator with Community School Liaison/Sponsor Lead assistance	Within 30 days of the authorizing board's vote to close the Community School.	

	<ul style="list-style-type: none"> <li>▪ transportation</li> </ul>			
19	<p><b>Union Notification Pursuant to any Collective Bargaining Agreement</b></p> <p>If applicable, the school should contact legal counsel and work with them to notify any unions of termination of collective bargaining agreements (CBAs) and the pending cessation of instruction, pursuant to the notice requirements set forth in any existing CBA or notice requirements of applicable federal, state and local law.</p> <p>The school should:</p> <ul style="list-style-type: none"> <li>▪ Consult with legal counsel with respect to notice requirements for terminating the CBA and the legal implications with respect to termination of CBAs and the termination of employees connected to the CBAs;</li> <li>▪ Provide a copy of the latest CBA to the Sponsor;</li> <li>▪ Provide a copy of the notice to the Sponsor; and</li> <li>▪ Keep the Sponsor informed of the implications, penalties and damages in connection with any termination of a CBA and ongoing discussions and negotiations with the union in connection with termination.</li> </ul>	Community School Board Chair	Within one week of the Sponsor Team's vote to close the Community School.	
20	<p><b>Notification of Vendors and Contractors and Creditors as to termination of Contract</b></p> <ul style="list-style-type: none"> <li>▪ Request final invoice and accounting to include accounting of retained school funds and grant fund status; and</li> <li>▪ Provide a copy of these notifications to the Sponsor.</li> </ul>	Community School Board Chair  School Treasurer	Within three weeks of the Sponsor Team's vote to close the Community school.	
21	<p><b>Notification to Creditors</b></p> <p>Solicit from each creditor a final accounting of the school's accrued and unpaid debt. Compare the figures provided with the school's calculation of the debt and reconcile. Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.</p> <p>Provide the Sponsor a written summary of this activity.</p>	Treasurer/Community School Financial Lead	Within three weeks of the Sponsor Team's vote to close the Community school.	
22	<p><b>Notification to Debtors</b></p> <p>Contact all debtors and demand payment. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p> <p>Provide the Sponsor a written summary of this activity.</p>	Treasurer/Community School Financial Lead	Within three weeks of the Sponsor Team's vote to close the Community school.	



<p><b>23</b></p>	<p><b>Disposition of Records</b></p> <p>If the school's board has a records retention policy, or if records retention in Community School is governed by state law, follow the appropriate policy and/or law.</p> <p>In all cases, the school board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> <li>▪ Loans, bonds, mortgages and other financing;</li> <li>▪ Contracts;</li> <li>▪ Leases;</li> <li>▪ Assets and asset sales;</li> <li>▪ Grants (records relating to federal grants must be kept in accordance with 34 CF 80.42);</li> <li>▪ Governance (minutes, by-laws, policies);</li> <li>▪ Employees (background checks, personnel files);</li> <li>▪ Accounting/audit, taxes and tax status;</li> <li>▪ Employee benefit programs and benefits; and</li> <li>▪ Any items provided for in the closure action plan.</li> </ul> <p>If the Community School Board abdicates its responsibilities then the Sponsor shall take control of student records and may use the Closing Fund for purposes of storing, retention or disposal, or clarifying its responsibilities or obligations to take any other records.</p>			
<p><b>24</b></p>	<p><b>Final Report Cards and Student Records Notice</b></p> <p>The school must ensure that:</p> <ul style="list-style-type: none"> <li>▪ All student records and report cards are accurate, complete and up to date;</li> <li>▪ All graduation lists are accurate, complete and up to date;</li> <li>▪ Parents/guardians are provided with copies of final report cards and notice of where student records will be sent (with specific contact information); and</li> <li>▪ Provide the Sponsor with a written notice of these tasks being completed with evidence of completion.</li> </ul>	<p>Administrative Lead</p>	<p>One week after classes end</p>	
<p><b>25</b></p>	<p><b>Transfer of Student Records</b></p> <p>As required by state statute, the school must transfer all student records to students' new schools, a state agency or another entity.</p> <p>Student records to include:</p> <ul style="list-style-type: none"> <li>▪ Grades and any evaluation;</li> <li>▪ All materials associated with Individual Education Plans;</li> <li>▪ Immunization records; and</li> <li>▪ Parent/Guardian information.</li> </ul>	<p>Administrative Lead and team</p>	<p>Within the statutory deadline, as agreed upon with the Sponsor in writing, or State Closing Procedures</p>	<p>See DEW Closing Procedures</p>

	<p>The school must contact the relevant districts of residence for students and notify districts of how (and when) records- Including special education records-will be transferred. In addition, the school must create a master list of all records to be transferred and state their destination(s).</p>			
<b>26</b>	<p><b>Documenting Transfer of Records</b></p> <p>Written documentation of the transfer of records must accompany the transfer of all student materials.</p> <p>The written verification must include:</p> <ul style="list-style-type: none"> <li>▪ Number of general education records transferred;</li> <li>▪ Number of special education records transferred;</li> <li>▪ Date of transfer;</li> <li>▪ Signature and printed name of the Community School representative releasing the records; and</li> <li>▪ Signature and printed name of the district (or other entity) recipient(s) of the records.</li> </ul> <p>Provide copies of all materials documenting the transfer of student records to the Sponsor.</p>	<p>Community School Board Chair</p> <p>Administrative Lead</p>	<p>Within one month of the end of classes</p>	
<b>27</b>	<p>Notify parents of special education students of extra procedure to follow-up on where they enroll.</p>	<p>Community School Liaison after receipt of lists and contact information from school.</p>	<p>Within 45 days of the Sponsor Team's vote to close</p>	
<b>28</b>	<p><b>U.S. Dept. of Education Filings</b></p> <p>File Federal form 269 or 269a if the school was receiving funds directly from the United States Department of Education. See 34CFR 80.41.</p>	<p>School Treasurer/Community School Financial Lead</p>	<p>One week after the end of classes</p>	
<b>29</b>	<p><b>IRS Status</b></p> <p>If the school has 501(c)(3) status, It must take steps to maintain that status including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>▪ Notification to IRS regarding any address change of the School Corporation: and</li> <li>▪ Filing of required tax returns or reports (e.g., IRS form 990).</li> </ul> <p>If the school corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status, and provide a copy to the Sponsor.</p>	<p>Community School Board Chair</p> <p>School Treasurer/Community School Financial Lead</p>	<p>Date to be determined depending on 501(c)(3)</p>	
<b>30</b>	<p><b>UCC Search</b></p> <p>If required under state statute, the school should perform a Uniform Commercial Code (UCC) search to determine if there are any perfected security interests and to what assets security interests are attached.</p> <p>Provide a copy of the search to the Sponsor.</p>	<p>School Treasurer/Community School Financial Lead</p>	<p>Within 30 days of the Sponsor Team's vote to close the Community School</p>	

<p><b>31</b></p>	<p><b>Audit</b></p> <p>The school must establish a date by which to complete a final close-out audit by an independent firm or state auditor as determined by statute.</p> <p>Provide a copy of the final audit to the Sponsor.</p>	<p>Community School Board Chair</p> <p>School Treasurer/Community School Financial Lead</p>	<p>Within any statutory deadline</p>	<p>See DEW Closing Procedures</p>
<p><b>32</b></p>	<p><b>Inventory</b></p> <p>The school must:</p> <ul style="list-style-type: none"> <li>▪ Create a fixed asset list segregating state and federal dollars and include which federal program as applicable;</li> <li>▪ Separate by type of asset (i.e. equipment, materials, furniture, software, hardware, etc.);</li> <li>▪ Note source codes for funds and price for each purchase: and</li> <li>▪ Establish fair market value, initial and amortized for all fixed assets.</li> </ul> <p>Provide the Sponsor with a copy of all documents.</p>	<p>School Treasurer/Community School Financial Lead</p>	<p>Within 30 days of the Sponsor Team's vote to close the Community School</p>	<p>See DEW Closing Procedures</p>
<p><b>33</b></p>	<p><b>Disposition of Property</b></p> <p>Check with the state department of education regarding proper procedures for the disposition of property purchased with federal funds.</p>	<p>Community School Liaison/Sponsor Lead</p> <p>School Treasurer/Community School Financial Lead</p>	<p>Within 30 days of the Sponsor Team's vote to close the Community School</p>	
<p><b>34</b></p>	<p><b>Record of and Disposition of Inventory</b></p> <p>Establish a disposition plan (e.g., auction), and establish a payment process for any remaining items.</p> <p>Provide the Sponsor with a copy of all documents and receipts.</p>	<p>School Treasurer/Community School Financial Lead</p> <p>Administrative Lead</p>	<p>Within 45 days of the Sponsor Team's vote to close the Community School</p>	
<p><b>35</b></p>	<p><b>Property Purchased with Public Community School Program (PCSP) Funds</b></p> <p>Establish under state or individual school agreements required disposition of property purchased with PCSP funds. Generally, property purchased with PCSP funds must first be offered to other Community schools within the same region in which the closing school is located, with requisite board resolutions consistent with the purpose of the PCSP. If no schools want the property, an auction must be held to dispose of the PCSP assets.</p> <p>The school must:</p> <ul style="list-style-type: none"> <li>▪ Ensure public notice of the auction is made widely;</li> <li>▪ Price items at fair market value, as determined from inventory and fixed assets policy; and</li> <li>▪ Determine with the state education department how to return funds if any remain.</li> </ul>	<p>School Treasurer/Community School Financial Lead</p> <p>Administrative Lead</p> <p>School Board Chair</p>	<p>Within 30 days of the end of classes</p>	<p>See DEW Closing Procedures</p>

	Provide the Sponsor board resolutions and minutes of any transfer of assets with a dollar value of zero (0) to another school.			
<b>36</b>	<p><b>Disposition of Real Property (i.e., Facilities)</b></p> <p>Determine state requirements for real property acquired from a public school district to determine right of first offer and other applicable requirements for disposition.</p>	School Treasurer/Community School Financial Lead	Within 45 days of the Sponsor Team's vote to close the Community School	
<b>37</b>	<p><b>Payment of Funds</b></p> <p>The school should work with the Sponsor to prioritize payment.</p> <p>The priority of distributing funds may need legal, court, or other assistance</p>	Community School Liaison/Sponsor Lead  School Treasurer/Community School Financial Lead	As soon as possible after all assets are disposed, unless interim disbursements are made	See DEW Closing Procedures
<b>38</b>	<p><b>Expenditure Reporting</b></p> <p>Ensure that Federal Expenditure Reports (FER) and the Annual Performance Report (APR) are completed.</p> <p>Provide the Sponsor a copy of all materials.</p>	School Treasurer/Community School Financial Lead	Within 45 days of the end of classes	See DEW Closing Procedures
<b>39</b>	<p><b>Itemized Financials</b></p> <p>Review, prepare and make available:</p> <ul style="list-style-type: none"> <li>▪ Fiscal year-end financial statements;</li> <li>▪ Cash analysis;</li> <li>▪ List of compiled bank statements for the year;</li> <li>▪ List of investments;</li> <li>▪ List of payables (and determinations of when a check used to pay the liability will clear the bank);</li> <li>▪ List of all unused checks;</li> <li>▪ List of petty cash; and</li> <li>▪ List of bank accounts.</li> </ul> <p>Additionally, collect and void all unused checks as well as close accounts once transactions have cleared.</p>	School Treasurer/Community School Financial Lead	Within 30 days of the end of classes	
<b>40</b>	<p><b>Payroll Reports</b></p> <p>The school must generate a list of all payroll reports including taxes, retirement or adjustments on employee contracts.</p> <p>Provide the Sponsor with copies of all materials.</p>	School Treasurer/Community School Financial Lead	Within 30 days of the end of classes	
<b>41</b>	<b>Other (Please specify):</b>			
<b>42</b>	<b>Other (Please specify):</b>			

**ATTACHMENT 4.1**  
**CONFLICT OF INTEREST POLICY**

1. School Conflict of Interest Policy

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



## 114 Ethics and Conflicts Policy

**A. General Ethical Behavior.** While serving on the Governing Authority, each Director agrees to:

1. Obey the law and follow and implement the School's policies;
2. Not disclose or use, without appropriate authorization, any information acquired in the course of the Director's duties that is privileged or confidential under the law;
3. Not speak or act for the Board unless granted proper authority;
4. Work with the Board to establish, review and revise effective policies;
5. Delegate authority for administration to School administrators/staff;
6. Make every effort to attend all Board meetings;
7. Become informed on issues before the Board and relating to Community Schools and school choice;
8. Debate matters before the Board, but once voted upon, accept and support the Board's decision; and
9. Act ethically and in conformance with the School's mission and goals.

**B. Public Officers Ethics and Conflicts Rules – Improper Influence or Use of Authority.**

Ohio law requires that all Board members and School officials, including teachers performing or possessing authority to perform administrative/supervisory functions, comply with these laws.

1. Revised Code Section 102.03(D) & (E). A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
  - a. "Anything of value" includes money and every other thing of value.
  - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board or employees, or where it could impair a Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
  - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
  - d. **Abstain.** A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.

2. Revised Code Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
  - a. A prohibited interest must be direct and definite and may be either pecuniary or fiduciary in nature.
  - b. **Abstain**. A Board member may avoid a conflict under R.C. 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part D of this policy when considering a situation involving R.C. 2921.42(A)(1).
3. Revised Code Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder while the Board member holds a position on the Board or within one year thereafter.
  - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
  - b. **Abstention** will not cure an R.C. 2921.42(A)(3) conflict.
4. Revised Code Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
  - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
  - b. For the exception to apply pursuant to R.C. 2921.42(C), the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school, and, treatment of the community school must either be preferential to or the same as that accorded to other customers in a similar transaction. Under the exception, the entire transaction conducted at “arms-length” with the Board’s full knowledge of the Board member’s interest.
  - c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.
5. Revised Code Section 2921.43(A). No public servant may knowingly solicit or accept improper compensation (a) other than as allowed by R.C. 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties;
6. Revised Code Section 2921.43(B). No public servant shall solicit or accept anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee’s compensation, duties, placement,

location, promotion or other material aspect of employment. A person is not prohibited from making voluntary contributions.

7. Revised Code 2921.43(C). No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee's compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
8. Revised Code Section 2921.44. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.

**C. Excess Benefit Transaction.** Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.

1. "Disqualified person" includes:

- a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
- b. A member of the family of a person described in a, above;
- c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
- d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.

**D. IRC Procedure for Matters Involving Conflicts.** The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an "interested person" has a "financial interest" as those terms are defined below. Please note: the fact that the Board of Directors has followed the procedures set forth below will not enable an "interested person" to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4) discussed in Parts B.3 and B.4, above.

1. For purposes of these procedures the following words have the following definitions.

- a. An "interested person" is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
- b. A person has a "financial interest" if the person, directly or indirectly, through business, investment, or family has:

- i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
    - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
    - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
  - c. "Compensation" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
2. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
4. Procedures for Addressing the Conflict of Interest.
  - a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

**E. Other Procedures and Record Keeping Requirements.**

1. Violations of the Conflicts of Interest Policy.
  - a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
  - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
2. Documentation. The minutes of the Board and all committees with board- delegated powers shall contain:
  - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
  - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
3. Annual Statements. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
  - a. Received a copy of the conflict of interest policy;
  - b. Read and understands the policy;
  - c. Agreed to comply with the policy;
  - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;
  - e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
  - f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
  - g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt



status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
  - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
5. Use of Outside Experts. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.
  6. Immediate Relatives. An "immediate relative" means the Board member's spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
    - a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School's sponsor or operator, unless at least one year has elapsed since the person's Board membership ceased.
    - b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor's governing board, unless at least one year has elapsed since the person's Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person's Board membership ceased.
  7. Annual Disclosure Requirement. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.

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

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

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

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

Adopted: 6/8/17

## **ATTACHMENT 5.2**

### **FACILITIES PLAN**

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

## FACILITIES ADDENDUM

This exhibit includes a stipulation of which entity owns all community school facilities and property including but not limited to equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator. Any stipulation regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code, See ORC 3314.032(A)(3) and 3314.0210

The Toledo School for the Arts owns all Community School facilities and property. In accordance with ORC 3314.03 (A) (9), the facilities information Includes:

- (a) A detailed description of each facility used for instructional purposes;
- (b) The annual costs associated with leasing each facility that are paid by or on behalf of the School;
- (c) The annual mortgage principal and interest payments that are paid by the School; and
- (d) The name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator. If any.

Information for the facility is noted below. Any contracts related to school facilities are subject to change at the discretion of TSA's Governing Authority. Any lease contract(s) and any updates thereto must be submitted to BGSU.

<b>Description of Facility</b> <b>OWNED BY TSA</b>	TSA owns in Fee Simple all parcels of land making up the property located at 333 14 <sup>th</sup> Toledo, in Lucas County, Ohio. In June 2022, the former Condominium Association was dissolved since TSA owned 100% of the real estate.
<b>Annual Mortgage Principal and Interest payments</b>	\$476,000.00
<b>Name of Lender</b>	Toledo-Lucas County Port Authority One Maritime Toledo, OH 43604-1866
<b>Relationship to Operator</b>	No organizational relationship

20040723-0060270  
Page: 2 Fee: \$28.00  
07/23/2004 02:27:38 PM  
T28048840481  
Sue Rieux  
Lucas County Recorder DEED

23677 & w 4

07/23/2004  
TRANSFERRED BY DEED ELED  
IN COMPLIANCE WITH SEC 319.302 R.C.  
LARRY A. RACZALA AUDITOR  
LUCAS COUNTY, OHIO  
SEE \$1075.00 EA MULTI X  
PARCEL 1565948 COUNTY 2  
TRANS. #: 04-108709

Parcel ID:  
1565948  
1565949

**GENERAL WARRANTY DEED**  
(Statutory Form, Ohio Revised Code §5302.05)

TOLEDO INFOCOM, LLC, a Florida limited liability company, for valuable consideration paid, grants, with general warranty covenants, to TOLEDO SCHOOL FOR THE ARTS, an Ohio non-profit corporation, whose tax-mailing address is 333 N. 14<sup>th</sup> Street, Unit 201 Toledo, Ohio 43624, the real property described on Exhibit A attached hereto and incorporated herein by reference.

Subject to: zoning ordinances; easements, agreements, and restrictions of record; and taxes and installments of assessments due and payable after delivery of this deed.

Prior instrument reference: Microfiche No. 00-0559A12 of the Lucas County, Ohio Deed Records.

Toledo Infocom, LLC has caused this instrument to be executed and delivered by its managing member, this 22<sup>nd</sup> day of July, 2004.

TOLEDO INFOCOM, LLC

By: ABR Infocom, LLC, Managing Member

By: Sealanders, Inc., Managing Member

By:   
Brian G. Friedman, President

STATE OF OHIO )  
                          ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2004, by Brian G. Friedman, President of Sealanders, Inc., a Florida corporation, on behalf of the corporation as the Managing Member of ABR Infocom, LLC, a Florida limited liability company, on behalf of the company as the Managing Member of Toledo Infocom, LLC, a Florida limited liability company, on behalf of the company.

  
Notary Public

My Commission Expires: \_\_\_\_\_



VICKI L. FEIT  
Notary Public, State of Ohio  
Commission Expires 4/14/07

THIS INSTRUMENT PREPARED BY:  
Sharon M. Fulop, Esquire  
Shumaker, Loop & Kendrick, LLP  
1000 Jackson Street  
Toledo, Ohio 43624-1573

keberke@rcd/Toledo infocom.gwd

Louisville Bo

**EXHIBIT A**

333 14th Street Condominium, Condominium Unit Numbers 001, 101, 102, 103, and 104, a Condominium in the City of Toledo, Lucas County, Ohio, according to the Declaration of Condominium Ownership, its Declaration and Bylaws, filed for record in the Office of the County Recorder, Lucas County, Ohio on July 16, 2004 at 11:45 A.M. as Official Record No. 20040716-0058222 and drawings as Official Record No. 200040716-0058223 together with the undivided interest in the common areas and facilities declared in the said Declaration to be appurtenant to such unit.

Such unit is subject to all the rights, privileges, duties, easements, conditions, restrictions and limitations contained in the said Declaration, Bylaws and Drawings and Chapter 5311 of the Ohio Revised Code.



2942

20060727-0049762  
Page: 2 Fee: \$28.00  
07/27/2006 03:21:08 PM  
720000000001  
Anita Lopez  
Lucas County Recorder DEED

**LIMITED WARRANTY DEED**  
Ohio Rev. Code §5302.07

07/27/2006  
TRANSFERRED BY: JEL \$2.50  
IN COMPLIANCE WITH SEC 318.302 A C  
LARRY A. KACZALA AUDITOR  
LUCAS COUNTY, OHIO  
FEE \$2700.00 EX: MULTI X  
PARCEL 15-88812 COUNT 5  
TRANS. #: 06-106085

Toledo Infocom, LLC, a Florida limited liability company, for valuable consideration paid, grants, with limited warranty covenants, to Toledo School for the Arts, an Ohio non-profit corporation, whose tax-mailing address is 333 N. 14th Street, Unit ~~201-E~~, Toledo, Ohio 43624, the real property legally described on Exhibit A attached hereto and incorporated herein. 104

PARCEL IDS  
15L5939  
15L5940  
15L5941  
15L5942

Subject to: zoning resolutions and ordinances; easements, agreements, and restrictions of record; and taxes and installments of assessments due and payable after delivery hereof.

Prior Instrument Reference: Microfiche No. 00-559A12 of the Lucas County, Ohio Deed Records.

Witness the hand of its authorized representative this 26<sup>th</sup> day of July, 2006.

Toledo Infocom, LLC

By: ABR Infocom, LLC, Managing Member

By: Sealanders, Inc. Managing Member

By: [Signature]  
Brian G. Friedman, President

STATE OF OHIO )  
                          ) SS:  
COUNTY OF Lucas )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2006, by Brian G. Friedman, the President of Sealanders, Inc., a Florida corporation, on behalf of the corporation as the Managing Member of ABR Infocom, LLC, a Florida limited liability company, on behalf of the company as the Managing Member of Toledo Infocom, LLC, a Florida limited liability company, on behalf of the company.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



[SEAL]  
PENNY S. MILLER  
Notary Public, State of Ohio  
Commission Expires 4/9/2011

This Instrument Prepared By:  
Sharon M. Fulop, Esquire  
Shumaker, Loop & Kendrick, LLP  
1000 Jackson Street  
Toledo, Ohio 43604-5573

2006/07/27 Toledo Infocom/333 14th st/0049762

Louisville Box

**LEGAL DESCRIPTION**

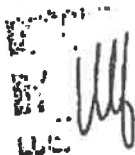
Situated in the City of Toledo, County of Lucas and State of Ohio:

333 14th Street Condominium, condominium unit numbers 202, 203 and 204, a condominium in the City of Toledo, Lucas County, Ohio, according to the Declaration of Condominium ownership, is declaration and bylaws filed for record in the office of the County Recorder, Lucas County, Ohio as Official Record No. 20040716-0058222, and drawings as Official Record No. 20040716-0058223 together with the undivided interest in the common areas and facilities declared in the said declaration to be appurtenant to such unit.

Property address: 333 14th Street, Toledo, OH 43604

Taxing Parcel Nos.: 15-65945 - Unit 202  
15-65946 - Unit 203  
15-65947 - Unit 204

Prior Deed Reference: Lucas County Official Records, Instrument 00-559A12


A rectangular stamp with illegible text and a handwritten signature in cursive over it.A handwritten signature in cursive, possibly reading '9/21/12'.

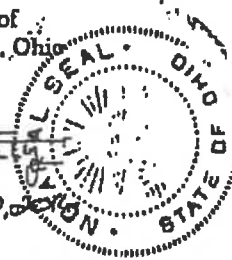
Executed this 3<sup>rd</sup> day of April, A.D. 2013

  
JOHN THARP, Sheriff of Lucas County, Ohio

THE STATE OF OHIO, )  
                                  ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2013 by JOHN THARP, Sheriff of Lucas County, Ohio

By   
Notary Public Lisa L. Nunnally  
State of Ohio  
My Commission Exp October 2018



Instrument prepared by and mail deed to:

Jonathan M. Hanna, Esq.  
Lyden & Chappell, Ltd.  
5470 Main Street, Suite 300  
Sylvania, Ohio 43560

Mail To:

Steven D. Reimbolt  
One Seagate 29<sup>th</sup> Floor  
Toledo, OH 43604

04/10/2013  
TRANSFERRED BY SHAR \$150  
IN COMPLIANCE WITH SEC 319.202 R.C.  
ANITA LOPEZ AUDITOR  
LUCAS COUNTY OHIO  
FEE \$466.00 EX MULTI X  
PARCEL 15-65947 COUNT 3  
TRANS. #. 13-102321

20130410-0018484  
Pages: 3 Fee: \$0.00  
04/10/2013 12:54:47 PM  
T20130014707  
Phil Copeland  
Lucas County Recorder DEED

PARCEL IDS:  
1565945  
1565946  
1565947

### SHERIFF'S DEED

Rev. Code Sec 2329.36

Case Number: *CIO201104267*

I, JOHN THARP, Sheriff of Lucas County, Ohio, pursuant to Order of Sale entered the 3rd day of October A.D. 2012, Confirmation of Sale entered the 20th day of March A.D. 2013, and in consideration of the sum of ONE HUNDRED SIXTEEN THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$116,667.00), the receipt whereof this hereby acknowledged, do hereby GRANT, SELL AND CONVEY, unto TOLEDO SCHOOL FOR THE ARTS, all the rights, title and interest of the parties in Court of Common Pleas, Lucas County, Ohio Case No. CIO201104267, THE HUNTINGTON NATIONAL BANK vs. TOLEDO INFOCOM, LLC, ET AL, and all pleadings there in incorporated herein by reference in and to the following Lands and Tenements situated in the County of Lucas and the State of Ohio, known and described as follows, to-wit:

SEE LEGAL DESCRIPTION MARKED "EXHIBIT A", ATTACHED HERETO,  
AND BY REFERENCE, MADE A PART HEREOF.

This deed does not reflect any restrictions, conditions or easements of record.

Prior Owner: TOLEDO INFOCOM, LLC  
Parcel No.: 15-65945, 15-65946 AND 15-65947  
Prior Instrument Reference: 00-559A12  
Property Address: 333 14th Street  
Toledo, OH 43604

**EXHIBIT A**

**Lot Number 1560 and the Southwest 60 feet of Lot Number 1561 in the Vistula Division of the City of Toledo, same being recorded in Plats 7-19, all in the City of Toledo, Lucas County, Ohio.**





May 10, 2021  
TRANSFERRED BY: BT \$0.50  
IN COMPLIANCE WITH SEC 319.202 R.C.  
ANITA LOPEZ, AUDITOR  
LUCAS COUNTY, OHIO



20210511-0023619

5/11/2021 8:57 AM  
Pages:3 Fee:\$42.00  
T20210018758  
Michael D. Ashford  
Lucas County Recorder DEED

FEE: \$ 1600.00 EX: MULTI:  
PARCEL: 15-65950 COUNT: 1  
TRANS#: 21-103402

### LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MMD RE Acquisition Corp., a New York corporation ("Grantor"), for valuable consideration paid, grants, with limited warranty covenants, to Toledo School for the Arts, an Ohio nonprofit corporation ("Grantee"), whose tax mailing address is 333 14th Street, Toledo, Ohio, 43604 the following real property:

Being tax parcel number: 15-65950

Property Address: 333 14th Street Condominium, Unit 201A  
Toledo, Ohio 43604

Prior Instrument Reference: Instrument Nos. 20040716-0058222 and 20040716-0058223, as amended by Amendment of Declaration of Condominium Ownership, filed for record in the Office of the County Recorder, Lucas County, Ohio, in Official Record 20201001-0043169, Recorder's Office, Lucas County, Ohio.

which is legally described on Exhibit A attached hereto and made a part hereof.

Grantor is granting the Property subject to, and excepted from Grantor's limited warranty covenants are, all of the following: (i) zoning ordinances, if any; (ii) liens of taxes and assessments, both general and special, not yet due and payable; (iii) legal highways; (iv) matters that would be reflected on an accurate survey of the Property; (v) conditions, restrictions and easements of record for said Property; and (vi) any other documents or instruments of record for said Property.

*[Signatures and acknowledgements on following pages.]*



**Exhibit A**

**Legal Description**

The land referred to below is situated in the City of Toledo, County of Lucas, State of Ohio, and is described as follows:

333 14th Street Condominium, Unit 201A, a Condominium in the City of Toledo, Lucas County, Ohio, according to the Declaration of Condominium Ownership, its Bylaws and Drawings, filed for record in the Office of the County Recorder, Lucas County, Ohio, in Official Record 20040716-0058222 and Official Record 20040716-0058223, as amended by Amendment of Declaration of Condominium Ownership, filed for record in the Office of the County Recorder, Lucas County, Ohio, in Official Record 20201001-0043169, together with the undivided interest in the common elements declared in the said Declaration, as amended, to be appurtenant to such units.

Parcel No. 15-65950.

**ATTACHMENT 6.3**  
**EDUCATIONAL PLAN**

1. Curriculum Plan
  - a. Focus, mission, philosophy, goals, and objectives of curriculum
  - b. Characteristics of the students the School expects to attract, including ages and grades of students
  - c. Description of curriculum
  - d. Instructional delivery methods used
  - e. Educational program for each grade served
  - f. Evidence/research of viability of curriculum
  - g. Description of how curriculum aligns with Ohio Content Standards
  
2. Description of classroom-based and non-classroom-based learning opportunities and explanation of how the learning opportunity ties into curriculum and mission
  - a. Classroom-based
  - b. Non-classroom-based, including, when applicable, Credit Flex, College Credit Plus, field trips with academic enhancement component, tutoring, learning on contingency days or while a student is suspended/expelled, internet or independent study
  
3. If applicable, description of blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements

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

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

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

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

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





## **Toledo School for the Arts**

### **2024-2025 Curriculum Guide**

Much effort has gone into the development and planning of the courses offered to 6th through 12th grade students and described in this guide. The descriptions of courses and other information, although brief, are intended to assist students and parents in determining a student's course selection for the next school year. Time spent reading the guide and planning a program of study is an investment in the future. Reading it may also provide answers to your questions and prevent problems from occurring.

If you have specific questions about course selection, units of credit, or academic scheduling, please contact the Counseling Office.

**Director:** Rob Koenig – [rkoenig@ts4arts.org](mailto:rkoenig@ts4arts.org)

**Principal:** Letha Ferguson- [lferguson@ts4arts.org](mailto:lferguson@ts4arts.org)

**Artistic Director:** David Saygers- [dsaygers@ts4arts.org](mailto:dsaygers@ts4arts.org)

**Middle School Office:** (419) 246-8732 x422

**High School Office:** 419-246-8732 x400

**Counseling Office:** (419) 246-8732 x300

#### **TSA Mission Statement**

**Toledo School for the Arts serves as an inclusive community where learning is rigorous, creativity is cultivated, and the individual is celebrated.**

## Graduation Requirements

### Testing

All Junior grade level students are required to participate in either the ACT or the SAT test during the Junior year. All Juniors will have the opportunity to take the ACT (without the writing portion) one time in their Junior year at TSA's expense. Any additional tests students want to take are at their own expense and will be offered off-site. These additional tests are students' own responsibility to register for online at [www.act.org](http://www.act.org) for ACT or [www.collegeboard.com](http://www.collegeboard.com) for SAT.

Tests (or information) made available through or at TSA:

- + ACT -- required for all Juniors and offered once at TSA (without the writing portion)
- \*+ SAT I & II (if the ACT is not taken, the SAT is required)
- +PSAT -- Pre-SAT
- First Semester Exams
- Second Semester Exams
- Ohio State Tests (OST) and Ohio End of Course Exams (EOC)

\*Not offered at TSA

+ Fee waiver forms are available for students who qualify for free or reduced lunch when registering for these tests

### Ohio State Tests (OST) and End of Course Exams (EOC)

All students in grades 6-12 will participate in the statewide assessments as defined by Ohio Department of Education (ODE). Grades 6 – 8 will take both English Language Arts and Mathematics tests. 8<sup>th</sup> Grade will also take the 8<sup>th</sup> grade Science Test. For 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> grade students, these are tests they will need to take after completing the corresponding course: Algebra I and Geometry, English Language Arts II, Biology, American History, and American Government. In addition to completing the required course of study, high school students are required to meet the following:

1. Demonstrate Competency in math and English by earning a 684 or higher on the state's Algebra I and English II tests. Students who have taken required tests more than once without earning the competent score of 684 and have received **remedial supports** are able to show competency through one of the options below:
  - Earn credit for one math and/or one English course through College Credit Plus;
  - Demonstrate career readiness and technical skill through foundational and supporting options;
  - Enter into a contract to enlist in the military upon graduation.
2. Preparation for College or Careers is demonstrated by students earning two diploma seals, one of which must be state defined.
 

<ul style="list-style-type: none"> <li>• OhioMeansJobs Readiness Seal</li> <li>• Honors Diploma Seal</li> <li>• State Seal of Biliteracy</li> <li>• Technology Seal</li> </ul>	<ul style="list-style-type: none"> <li>• Industry-Recognized Credential Seal</li> <li>• Citizenship Seal</li> <li>• College-Ready Seal</li> <li>• Fine and Performing Arts Seal (locally defined)</li> </ul>	<ul style="list-style-type: none"> <li>• Military Enlistment Seal</li> <li>• Student Engagement Seal (locally defined)</li> <li>• Science Seal</li> <li>• Community Service Seal (locally defined)</li> </ul>
--	--	---

***Students must meet the graduation pathways required to complete graduation by the Ohio Department of Education.***

### Grading Scales

TSA REGULAR GRADE SCALE														
Gr	%	Pts		Gr	%	Pts		Gr	%	Pts		Gr	%	Pt
A+	98-100	4.3		B	86-88	3		C-	74-76	1.7		F	0-64	0
A	95-97	4		B-	83-85	2.7		D+	71-73	1.3				
A-	92-94	3.7		C+	80-82	2.3		D	68-70	1				
B+	89-91	3.3		C	77-79	2		D-	65-67	0.7				
TSA HONORS GRADE SCALE*														

Gr	%	Pts		Gr	%	Pts		Gr	%	Pts		Gr	%	Pts
A+	98-100	5		B	86-88	3.7		C-	74-76	2.4		F	0-64	0
A	95-97	4.7		B-	83-85	3.4		D+	71-73	1.3				
A-	92-94	4.4		C+	80-82	3		D	68-70	1				
B+	89-91	4		C	77-79	2.7		D-	65-67	0.7				
<b>CCP GRADE SCALE</b>														
Gr	Pts			Gr	Pts			Gr	Pts			Gr	Pts	
A	5			B-	3.7			D+	1.3					
A-	4.7			C+	3.4			D	1					
B+	4.4			C	3			D-	0.7					
B	4			C-	2.7			F	0					

\*Honors grade scale is used for all honors level classes. Students must be signed into honors classes by the teacher of the content area. For more information about honors level classes please contact the Counseling Office.

#### Graduation Requirements: TSA-Specific

To satisfy the graduation requirements of TSA students must earn the following credits as well as meet the state testing requirements (described in a prior section):

- 4 credits in English
- 4 credits in Math, sequentially including Algebra I, Geometry, Algebra II, and one additional credit of higher level math, i.e. Math Applications, Pre-Calculus, or Calculus
- 4 credits in Social Studies, including American History, World Studies, Government, Senior Humanities
- 3 credits in Science, including Physical Science, Biology, and one of the following: Anatomy (necessary for Dance, Theatre, or Visual Arts Majors), Chemistry, Earth & Environmental Science, Astronomy, History of the Earth, or Physics
- 2 Credits in the same Foreign Language (Spanish offered at TSA, other languages may be taken off campus)
- ½ credit in Health
- 1 credit in Business of Arts and Communication
- 1 credit in Physical Education (½ credit if earned outside of TSA)
- 5 credits of Arts electives
- Successful completion of a 30 hour Senior Internship

Some exceptions to the above list may be granted for transfer students, or students who have taken courses outside of TSA. See your guidance counselor for advice concerning possible exceptions.

In order for a TSA student to be enrolled, they must participate as a full-time student taking seven (7) classes each year.

### **Toledo School for the Arts Prerequisite Requirements**

Classes at TSA must be completed in a sequential order. See below for the order of courses per subject.

ENGLISH	MATH	SCIENCE	SOCIAL STUDIES	FOREIGN LANGUAGE
English 9	Algebra 1	Physical Science	American History	Spanish 1
English 10	Geometry	Biology	World Studies	Spanish 2
3 <sup>rd</sup> English Lit Course**	Algebra 2	3 <sup>rd</sup> Science Course***	Government	Spanish 3
4 <sup>th</sup> English Lit Course**	Senior level Math*		Humanities	Spanish 4

\*Senior level math= Math Applications, Pre-Calculus or Calculus

\*\*Juniors and seniors choose two Literature courses from a variety offered by the ELA faculty. All the options cover the state standards for both 11<sup>th</sup> and 12<sup>th</sup> grades.

\*\*\* The only prerequisites in science are Physical Science and Biology. The courses taken after Biology can be taken in any order. If a student wants to take Physics, they must first take Algebra 2 and Chemistry. Physics cannot be taken concurrently with its prerequisites.

### **Academic Promotion**

For students in grades sixth (6<sup>th</sup>) through eighth (8<sup>th</sup>), first semester and second semester grades will be averaged together to give an annual percentage for each class. Middle School students that earn an annual grade below 65% in more than one academic class will not be promoted to the next grade level at TSA for the upcoming school year.

- Sixth (6<sup>th</sup>) grade students must have successfully completed all requirements for the fifth grade at their previous school and shall not have failed more than one academic course.
- Seventh (7<sup>th</sup>) grade students must have successfully completed a sixth grade course of study and shall not have failed more than one academic course.
- Eighth (8<sup>th</sup>) grade students must have successfully completed a seventh grade course of study and shall not have failed more than one academic course.
- Ninth (9<sup>th</sup>) grade students must have successfully completed eighth grade courses and shall not have failed more than one academic course.

High school students must successfully complete a minimum of 6.0 credits at the respective grade level to advance to the next grade level. Students must complete all mandatory courses taken during the previous grade level. For enrolled students, students may not progress to the next grade level if they have more than one failure in any academic courses. A student that fails a mandatory academic course\* must attend an approved Summer School Program or the student will be required to repeat the course during the next school year. The Principal has final discretion on all cases of grade-level promotion.

*\*All Math, English, History classes, Health, Business, Physical Science, Biology, and Spanish 1 and 2*

### **Eligibility Requirements**

Students who participate in extra-curricular activities such as Outreach Ensembles, Quiz Bowl, Power of the Pen, Teen Pep Program, and TSA theatre productions need to maintain a good academic standing to continue their participation. If a student is found to be failing at least one class, or has two or more classes showing D, then a meeting will convene between the Principal (or her designee) and the student, and may include the teacher, the parent, and a counselor if available. This meeting will be for the purpose of assisting the student to continue in the extra curricular activity while also improving academic performance.

### **High School Academic Semester Grade Calculations**

In an effort to recognize that students may have a difficult quarter, but still be able to demonstrate mastery of the content and learning objectives, the following will be used to calculate semester grades for High School academic courses:

- If a student fails one of the two quarters in a semester, the student can still pass the semester by earning a passing grade (D- or higher) in the other quarter as well as the exam, regardless of how low the failing percentage is.
- The semester grade would be an automatic override to a D- if it would have been calculated as an F.
- GPA will be calculated based on earning a D- for the semester.
- This policy change applies to High School classes taken at TSA in the areas of English, Math, Social Studies, Science, Health, Business, and Foreign Language.
- Seniors failing one quarter in the second semester will be required to take an exam and pass it before graduation to earn credit.

### **Semester Exam Exemption Criteria**

Students may exempt up to two (2) semester exams per semester if all of the following criteria are met:

- The student earns a minimum of 92% (A-) both quarters for a class
- The teacher permits exam exemptions
- The student has been absent no more than 4 days for any reason during the semester from the class (Pres-OofC, RO, Q, PO and FT are not counted in this calculation)
- An Exam Exemption form is correctly completed and submitted to the office by the deadline

### **Challenging a Grade**

Any student and/or Parent wishing to challenge a grade received is required to address the Principal, in writing, within three (3) weeks of the end of the most recent grade period in which the grade was earned.

### **Honors and Awards Criteria**

Senior Honor Award is bestowed upon twelfth grade students who have earned a cumulative grade point average of 3.5 or higher through the fall semester of the current year.

The Annual Honor Roll and Sweets for Success award are given to students in 6<sup>th</sup> – 12<sup>th</sup> grades who have earned all A's and B's for their Semester 1 and Quarter 3 grades.

Quarterly Honor Roll Award acknowledges 6<sup>th</sup> – 12<sup>th</sup> grade students that have earned all A's and B's for each Quarter 1, Quarter 2, and Quarter 3 grades.

President's Award for Educational Excellence recognizes 8<sup>th</sup> and 12<sup>th</sup> grade students who exemplify outstanding academic success in the classroom. To be eligible for this award, students must meet the following criteria:

- Earn a minimum cumulative grade point average of 3.5 on a 4.0 scale through the fall semester of the current year, and;
- For 12<sup>th</sup> grade students
  - Have earned a 4 or 5 on the ELAII End-of-Course exam or equivalent, AND;
  - Have earned a 4 or 5 on at least one Math End-of-Course exam (Alg 1 or Geometry) or equivalent.
- For 8<sup>th</sup> grade students
  - Have earned a 4 or 5 on BOTH the ENG7 and MTH7 (or most recent tests taken) state exams

President's Award for Educational Achievement recognizes 8<sup>th</sup> and 12<sup>th</sup> grade students who exemplify outstanding educational growth, improvement, commitment to, or intellectual development in their academic subjects. To be eligible for this award, students must:

- Earn a minimum cumulative grade point average of 3.0 on a 4.0 scale through the fall semester of the current year, and;
- For 12<sup>th</sup> grade students
  - Have earned a 4 or 5 on at least one of the three End-of-Course exams for ELA and Math subjects (ELAII, Alg 1, Geometry) or equivalent.
- For 8<sup>th</sup> grade students
  - Have earned a 4 or 5 on EITHER the ENG7 or MTH7 (or most recent tests taken) state exams

Diploma with Honors is awarded to students who meet the State of Ohio's Diploma with Honors criteria. For more information go to <http://education.ohio.gov>.

Outstanding TSA Citizen Award is bestowed upon one student at the junior division and one student at the senior division levels who exemplify characteristics of outstanding citizens, which include honesty, integrity, respect, leadership, and a strong work ethic. Faculty and staff are invited to nominate a student who they feel exemplifies these qualities. All nominees are acknowledged and the Outstanding TSA Citizen Award is granted to the student with the most TSA administrative, faculty, and staff votes.

Valedictorian/Salutatorian are recognitions determined by the cumulative grade point average of all high school courses completed through the first semester of the senior year. A student will not be eligible for the acknowledgement as valedictorian or salutatorian unless he/she has been enrolled for three (3) consecutive years at TSA, which must consist of sophomore through senior years.

### **College Credit Plus**

Ohio's College Credit Plus (CCP) can help you earn college and high school credits at the same time by taking college courses from community colleges or universities. The purpose of this program is to promote rigorous academic pursuits and to provide a wide variety of options to college ready students.



Prior to participating in the CCP program, a student shall be provided with specific information and counseling designed to make the student aware of the possible risks and benefits of the program. There are many legal requirements and deadlines for College Credit Plus. Please contact the high school guidance counselor for information. Please also see Policy No. 204.13, which your high school counselor can provide to you.

### **Offsite Coursework**

Approved coursework taken away from TSA (other than College Credit Plus) must be approved by March 31st of the current year for the following year to be completed within the same academic school year it has begun and concluded by May 1st of the same school year (and no later than May 1st of the Junior year, if it is a required course for graduation). Failure to do so may result in lost credit or jeopardizing graduation requirements. Off-site coursework will have verification and documentation requirements that will have to be adhered to diligently.

### **Work Permit**

If a student is under 18 years of age and wishes to work a part-time or full-time regular job, they are required to have a work permit. The student must first have a job, since the employer fills out part of the form. The application for a permit, doctor's form, and employer's form are available in the Principal's office.

### **Arts Major Certificate Requirements**

#### All Majors Certificate Requirements

Humanities (1 History Credit)

Completion of Senior Internship

Must maintain an annual average grade of B- or higher in Majors-area classes

Business of Arts and Communication

Visual Design or Performing Arts Primer (semester credit) (elective- not required)

#### Dance Certificate Requirements

Required Dance Courses: Jr Year- Intermediate or Advanced dance course (1-2 credits); Sr. Year- Advanced dance course (1-2 credits)

Anatomy and Physiology\*

Required Non-Major (one of the following): Production Technology, Costume Technology, Video Production, Musical Theatre, and Intermediate Acting

Completion of Senior Dance Project approved by Dance Department and successful passage of adjudication

#### Music Certificate Requirements

Required Courses: Jr Year- Music Ensemble (1 credit); Sr. Year- Music Ensemble (1 credit)

Music Seminar or approved alternative (1 credit)

Required Non-Major (one of the following): Music Technology, Video Production, Photography I, Musical Theatre, Production Technology, Costume Technology

Completion of Senior Music Project approved by Music Department

#### Theatre Certificate Requirements

Acting Track- Required Courses: Theatre Arts II, Intermediate Acting; Advanced Acting

Additional Acting Track required course (one of the following): Production Technology, Costume Technology, Theatrical Design, Costume Design, Video Production, Musical Theatre

Anatomy and Physiology\*

Successful participation in at least one TSA theatrical production

Completion of Senior Project, approved by Theatre Department Staff

Technical Track- Required Courses: Theatre Arts I or 2; Production or Costume Technology; Theatrical or Costume Design

Additional Technical Track courses (two of the following): Production Technology, Costume Technology, Theatrical Design, Costume Design, Video Production, Musical Theatre, Intermediate Acting, Advanced Acting, Photography 1, Graphic Design 1, Music Technology

Anatomy and Physiology\*

Successful participation in at least one TSA theatrical production

Completion of Senior Project, approved by Theatre Department Staff

#### Visual Arts Certificate Requirements

Studio Track- Required courses: Studio Art 1, Studio Art 2D or 3D, Studio Art 4 Portfolio Development; or Photography 1-3, Photography 4 or Studio Art 4 Portfolio Development

Graphic Design Track- Required courses: Graphic Design 1-3; and one of the following: Photography 1, Costume Technology, Production Technology, Music Technology, Video Production

Anatomy and Physiology\*

Completion of Senior Portfolio or Exhibition, approved by Visual Arts Department Staff

#### Creative Writing Certificate Requirements

Required Creative Writing Courses (5 credits required): Creative Writing 1-2, Creative Writing Workshop, Yearbook, and Newswriting

Completion of Senior Project, approved by Language Arts Department

Publication in TSA or other verified publication

#### Music Theater Certificate Requirements

Musical Theater (1 credit)

Intermediate Acting (1 – 2 credits)

Senior Chorus (1 credit)

Intermediate Stage Dance (1 credit)

Anatomy and Physiology\*

Successful participation in at least two musical theatre productions, at least one of which must be a TSA production.

Private vocal lessons and/or dance studio classes, minimum six (6) months

Completion of Senior Project, approved by Dance/Music/Theatre Departments

\*Anatomy and Physiology may be replaced with Chemistry, Physics, or higher-level science courses with a counselor's approval

### **School-Sponsored Publications**

The School may sponsor student publications as a means for students to learn, under adult direction, the rights and responsibilities of the public expression in a free society.

Such publications also play a vital role in the School's program by:

1. presenting students and the School to the community;
2. serving as a public relations media;
3. developing skills in communicating via the mass media; and
4. developing acceptable methods for preserving the constitutional provision of free speech.

In sponsoring a student publication, the School is mindful of the fact that it could be available to any student attending the School, and must, therefore, generally be suitable for all students.

Issues on which opposing points of view have been promulgated by responsible opinion may be introduced in a school sponsored publication provided equal opportunity is given to present each view and provided further that the material generally is acceptable to this community.

Advertising may be permitted in school newspapers, yearbooks, programs, etc. which are published by student organizations. Permission must be given by the Principal or his/her designee.

The School reserves the right to designate and prohibit the publications or productions, which are not protected by the right of free expression because they violate the rights of others. Such unprotected materials are those which:

1. are grossly prejudicial to an ethnic, religious, racial, or other delineated group;
2. libel any specific person or persons;
3. seek to establish the supremacy of a particular religious denomination, sect, or point of view over any other religious denomination, sect or point of view; and
4. advocate the use or advertise the availability of any substance or material which may reasonably be believed to:
  - a. constitute a direct and substantial danger to the health of students;
  - b. contain obscenity or material otherwise deemed to be harmful to impressionable students who may receive them; and
  - c. incite violence, advocate the use of force or urge the violation of law or school regulations.

The School also prohibits publications and productions which:

1. fail to identify the student or organization responsible for distribution; and
2. solicit funds for non-school organizations or institutions when such solicitations have not been Board-approved

The decision as whether or not something is published or produced shall be made by the advisor with appeal to the Principal or his/her designee.

### **School-Sponsored Trips**

Students may be charged fees for School-sponsored trips but no student shall be denied participation for financial inability, nor shall nonparticipation be penalized academically.

Students on all School-sponsored trips remain under the supervision of the School and are subject to the School's administrative guidelines and policies.

The Principal has discretion in determining whether students will be allowed to participate in a School-sponsored trip. When a student has had disciplinary issues, the Student may be denied participation in school trips.

### **Student Employment**

The Board believes that attendance at school should occupy a student's full attention and should take precedence over non-school-related employment.

If a student must work while attending school, s/he should receive counseling and assistance in seeking appropriate job opportunities and in correlating work schedules with school studies and activities. The Principal or his/her designee should monitor any non-school related employment in order to determine the effects on school performance.

The Principal or his/her designee shall prepare guidelines which will ensure that all students employed in out-of-school jobs are monitored by staff regarding school attendance and achievement in order to determine the effects on school performance of the student assuming out-of-school work commitments.

## National Honor Society Eligibility and Selection Process

In order to be eligible for induction into the TSA chapter of NHS a student must be a current TSA sophomore or junior with a cumulative high school GPA of 3.750 or higher and have been enrolled at TSA for a minimum of one semester. Eligible Students will receive a communication inviting them to apply for membership. The application must be turned in by the deadline in order to be considered for membership. High school academic teachers will be given the chance to view applications and evaluate potential candidates. The NHS faculty council, a group of 5 academic teachers appointed by the School Principal (NHS is a subsidiary of the NASSP or National Association of Secondary School Principals), will discuss the evaluations of the applicants and determine whether or not a student is inducted into NHS. The faculty evaluations are confidential and are not shared with students or parents. As outlined in Article IX, Section 5 of the Official NHS Constitution the decision of the faculty council regarding selection of individual members to local chapters shall not be reviewed by NASSP.

### Inclement Weather/Snow Days

If school is cancelled due to snow, ice, heat, cold, or other serious conditions every attempt will be made to notify local news media as soon as possible, as well as to post a notification on the TSA Schoology website. TSA makes every attempt to stay open and often holds school even when many local districts delay or cancel. If TSA does cancel or delay, the School will be listed on the local television stations' tickers. If it is not, school will operate as usual. Please consult the television or Schoology rather than calling the School or the staff to find out if classes will be held on a given day. Teachers are expected to post assignments to Schoology after the 3<sup>rd</sup> Inclement Weather or Snow Day, and students are expected to complete assignments as assigned. *[NOTE: Due to renovations and construction, Calamity Day Make-up work could very well be required for the first Snow Day, not the 3<sup>rd</sup>. Follow what your teachers tell you about work during Snow Days.]*

### Calamity Day Make-up

Prior to August 1 of each school year, the Board may adopt a plan that requires students to access and complete classroom lessons posted to Schoology in order to make up hours in that school year on which it is necessary to close the School for any of the following reasons:

1. Disease epidemic;
2. Hazardous weather conditions;
3. Law enforcement emergencies;
4. Inoperability of school buses or other equipment necessary to the school's operation;
5. Damage to the school building; or
6. Other temporary circumstances due to utility failure rendering the school building unfit for school use.

A plan adopted by the Board shall provide for making up any number of hours, up to a maximum of the equivalent of three (3) school days. The plan must provide for the following:

1. Not later than November 1, each classroom teacher shall develop a sufficient number of lessons for each course taught by the teacher that school year to cover the number of make-up hours specified in the plan. The teacher shall designate the order in which the lessons are to be posted on Schoology in the event of a school closure.
2. To the extent possible and necessary, a classroom teacher shall update or replace, based on current instructional progress, one or more of the lesson plans before they are posted on the website.
3. A lesson shall be posted for each course that was scheduled to meet during the hours of the closure.
4. Each student enrolled in a course for which a lesson is posted on the site shall be granted a two-week period from the date of posting to complete the lesson. The student's classroom teacher shall grade the lesson in the

same manner as other lessons. The student may receive an incomplete or failing grade if the lesson is not completed on time.

5. If a student does not have access to a computer or iPad at the student's residence or if power is down at the residence (in the case of inclement weather), the student shall be permitted to work on the posted lessons at the School after the School reopens. If the lessons were posted prior to the reopening, the student shall be granted a two-week period from the date of the reopening, rather than from the date of posting as otherwise required. The School may provide the student access to a computer before, during, or after the regularly scheduled school day or may provide a substantially similar paper lesson in order to complete the lessons.

### **Tutoring and Academic Supports**

Homework Center- This service is reserved for 6th grade students only. Students demonstrating academic deficiencies or difficulties are invited to this after school initiative facilitated by 6th grade faculty. Students meet Tuesdays - Thursdays after school and receive direct tutoring and instruction on classroom projects or homework. Students from National Junior Honor Society help 6<sup>th</sup> graders with learning technology tricks with their iPad and help them with completing their assignments.

Study Tables- Open to any TSA student. This service provides a quiet after-school study space for students 7<sup>th</sup> grade through 12<sup>th</sup>, which is facilitated by TSA faculty. A couple student tutors are also selected and invited to help tutor peers.

One-on-One Tutoring- This after-school initiative is open to any TSA student and provides one-on-one instruction with classroom teachers. Many math and science teachers regularly assist students through this program.

Classroom Aides – We have two paraprofessionals that work with the general education teachers in the middle school, one primarily dedicated to working with an ESL student. Both of these educators assist students individually and in small groups within the classroom and through pullouts during Homeroom. They also work after school with some 7<sup>th</sup> grade students who need additional assistance.

# 2024 - 2025 Course Descriptions

## Academic Courses

### Science

#### Science 6

Science Inquiry and Application: Scientific investigations, lab tools and safety, organizing, analyzing and communicating data

Earth and Space Science: Minerals, rocks and soils

Life Science: Cell theory and structure, cell processes, reproduction in cells and organisms, organization in organisms

Physical Science: Classification and properties of matter, states of matter, energy and properties, energy, object motion

#### Science 7

Integrated Science I- Integrating life, earth, and physical science. Topics include use of the scientific method and metric system; human and plant cell structure and function; Periodic Table, energy transformation and transfer, atmospheric and oceanic currents, Earth's interior, the Sun-Moon-Earth system, and biomes and habitats.

#### Science 8

This course continues Integrated Science I- Integrating life, earth, and physical science. Topics include geology, plate tectonics, Earth's surface processes, reproduction, genetics and evolution, potential energy, and forces. Real world applications will be explored throughout the course.

#### Physical Science

Physics and Chemistry are exciting subjects that help us understand the natural world. The concepts learned in the class will be applied to the visual and performing arts.

Topics: nature of science, atomic structure and elements, waves and sound, nuclear energy, measurement, states of matter, solutions, acids and bases, motion and force, classification of matter, electricity, light, energy, chemical bonds, magnetism, earth science, machines, chemical reactions, and astronomy. Note: students must have a scientific calculator

Pre-requisites: 8th grade science; Honors requires recommendation of teacher or placement test

#### Biology

Biology presents students with the opportunity to combine new knowledge with previously learned skills and life experiences to form a deeper understanding of the living world around them. Students will engage living things at both the microscopic and macroscopic level, from the biologically important molecules that allow life to exist, to the structure/balance of an entire ecosystem. This biology



course will be very hands-on, with projects and activities that incorporate the arts into the subject matter. Furthermore, biology will assist students in developing their own scientific literacy, independent work ethic, as well as refine their critical thinking skills. It is the instructor's sincere hope that throughout their study of biology students will appreciate not only the beauty of art in nature, but the essential artist in every scientist.

Prerequisite: Successful completion of Physical Science

**Lab Fee:** \$15.00

### **Honors Biology**

Biology presents students with the opportunity to combine new knowledge with previously learned skills and life experiences to form a **deeper** understanding of the living world around them. Students will engage living things at both the microscopic and macroscopic level, from the biologically important molecules that allow life to exist, to the structure/balance of an entire ecosystem. This biology course will be very hands on, with projects and activities that incorporate the arts into the subject matter. Furthermore, biology will assist students in developing their own scientific literacy, independent work ethic, as well as refining their critical thinking skills. It is the instructor's sincere hope that throughout their study of biology students will appreciate not only the beauty of art in nature, but the essential artist in every scientist.

Honors students will be conducting active research, have additional readings, and participating in additional projects related to each unit in Biology.

Prerequisite: Physical Science. Honors Placement/permission of instructor

Lab Fee \$15.00

### **Chemistry/Honors Chemistry**

Chemistry addresses both the structure and interactions of matter both conceptually and mathematically. Students will gain hands-on experience through laboratory exploration.

Prerequisite: Biology with grade of C or higher (B recommended). Algebra II with grade of C or higher (B recommended), or concurrent enrollment with at least a C in previous math class.

### **Anatomy & Physiology/Honors Anatomy**

Anatomy & Physiology addresses both the form and function of the human body.

Students will gain hands-on experience through laboratory exploration.

Dissection is a required part of this course and is NOT optional.

Prerequisite: Biology; Honors Placement/permission of instructor

### **Earth and Environmental Science**

Earth & Environmental science will explore the major earth systems as well as the formation and future of earth in the universe. (Topics covered: Geology, Rocks, Minerals, Volcanoes, Earthquakes, River Systems, Glaciers, etc.) Other topics include Weather & Climate, Paleontology, the environmental movement, Green Technology, Earth's Resources, Astronomy, and more! Students will discover the interrelated nature of these systems and how each component impacts/controls the environment around us.

Prerequisite: Physical Science and Biology

### **Honors Earth and Environmental Science**

In addition to the Earth & Environmental Science curriculum, Honors students will conduct an earth-science-based citizen science project, participate in an honors field trip, and read two geology based books to improve scientific literacy. (Silent Spring by Rachel Carson, and the Universe Within; Discovering the Common History of Rocks, Planets..and People by Nell Shubin.) Students will have additional readings and projects throughout the year, each relating specifically to the material being covered at the time.

Prerequisite: Physical Science and Biology; Honors Placement/permission of instructor

### **Physics/Honors Physics**

Physics elaborates on the study of the key concepts of motion, forces, and energy as they relate to increasingly complex systems and applications that will provide a foundation for further study in science and scientific literacy. Students engage in investigations to understand and explain motion, forces, and energy in a variety of inquiry and design scenarios that incorporate scientific reasoning, analysis, communication skills, and real-world applications. This is a project-based class where working in a group to produce a deliverable makes up the majority of your grade.

NOTE: Students must have a scientific calculator.

Prerequisite: C+ or better in Algebra II, C+ or better in Chemistry, or instructor permission

### **History of Life on Earth/Honors History of Life on Earth**

Did you know that you come from the stars? Seriously! All of the elements heavier than Helium that make up the human body were born from the death of a star!

Therefore, we are intimately connected to the universe in this way. But how did

these “elements” come to life? How did life start? How did life evolve in the past? How is life organized today? What will the evolution of life look like in the future? These are just some of the questions we will explore in this advanced level biology/geology course. Paleontology is the scientific discipline where biology and geology unite to answer questions about the direction that life has gone, is operating now, and is evolving into the future. We will study fossils as well as modern analogies for taxa of life. Ever wonder how artists know what type of setting dinosaurs lived in? Sedimentary rocks are the books that record Earth’s history! Therefore, sedimentary geology is crucial to interpreting and reconstructing the environments of the ancient past, so we will dive into some sedimentary geology! Evolution is dynamic, meaning, it is always happening somewhere. Evolution is the driving force of change; it is the prime mover of life on Earth. So, we will explore the complex, multilevel nature of evolution as a core concept throughout the class. I hope that you will join me on this adventure! Remember, you are never out of place here in this universe, by your very nature, you are a natural, intimate part of the very fabric of it all!

## Language Arts

### 6th Grade English

The sixth grade year focuses on Improving skills in reading, writing, listening, visual literacy, and oral communication based on the Common Core Standards. Students have the opportunity to explore literature by outstanding authors, past and present. Written and oral communications skills will be Integrated with literature in a well-rounded approach including Integrations with the arts. Informal and formal writing Including projects, speeches, group work, and dally writing will provide for alternative assessment opportunities.

### 7th Grade English

The seventh grade year focuses on skills in reading, writing, listening, speaking, and language as laid out In the Common Core Standards. Students have the opportunity to explore literature and nonfiction work by outstanding authors, past and present. The Common Core Standards will be integrated with artistic literacy to focus on mastering grade-specific standards and to enable students to meet college and career readiness expectations. Informal and formal writing including projects, speeches, group work, and dally writing will provide for alternative assessment opportunities.

Prerequisite: Successful completion of grade 6 English

### 8th Grade English

Students cover a wide range of contemporary literature In fiction, nonfiction, and poetry. Themes include loss, redemption, courage, and Identity. Students read and analyze literary texts and discuss topics like character development, tone, setting, and theme. Students also gain a strong foundation in various writing formats, includes an extended unit in formal MLA research paper writing.

Prerequisite: Successful completion of grade 7 English

7

### 9th Grade English

English 9 language arts will cover a variety of skills including reading literature and informational texts, writing, language, speaking, and listening. Class activities, assignments, and assessments will stem primarily from the ELA Common Core Standards to ensure that you/your student has the most potential for success in accomplishing the necessary skills to pass 9th grade English.

Prerequisite: Successful completion of grade 8 English

### 10th Grade English

The sophomore English class continues work in formal essay writing. They also complete a minimum of one formal MLA and one APA formatted research paper. They will write some creative pieces as well depending on time. We read a variety of fiction titles and dive into theme, symbolism, and a variety of other literary terms.

Prerequisite: Successful completion of grade 9 English

**Prerequisites for all English Seminar Classes: Successful completion of English 9 and 10. Juniors and Seniors only. Students may not take a seminar course for credit more than once.**

*English Seminar: American Gothic Literature*

American Gothic examines gothic and horror literature from early Romantic writers like Washington Irving through contemporary authors like Anne Rice and Stephen King. Emphasis will be placed on the analysis of horror conventions present in the poetry, prose, and drama of the American canon. While the course will of necessity touch upon monsters, the general theme of these texts will be the fear and tension created by these authors and how that fear affects the actions and personalities of the characters of the work. Writing will be rigorous and college preparatory, focusing on literary analysis related to the concepts of horror in several different American literary periods.

*English Seminar: Death and Dying in Literature*

This course is a survey of world literature focusing on how the concepts of death and dying serve as literary devices in poetry, prose, and dramatic works. Students will examine concepts such as the afterlife, philosophies on the nature of dying, and the effect that death has on the plot and the future actions of the characters. The chronological span of the selected texts will be great, covering Middle Age authors like Dante Alighieri and Giovanni Boccaccio to contemporary writers like David Auburn and Chinua Achebe. Students will be expected to write organized and thorough literary analyses both on single texts as well as how these texts compare and contrast in their views of death and dying.

*English Seminar: Feminist Literature*

This course will use literature from recognized feminists as well as traditional literature viewed through a feminist lens as a catalyst for studying the 6 language arts. Students will analyze works from each of the 4 waves of western feminism along with examining feminist perspectives from traditionally eastern perspectives. Class discussion and critical thought will be used to foster a deeper understanding of the intersectionality of feminist perspectives, and analytical, critical essays will be used to prepare for college-level writing.

*English Seminar: Multicultural American Literature*

Multicultural American Literature will focus on texts from historically marginalized or disenfranchised groups in America's history. This course will proceed chronologically, beginning with Native American voices, and including abolitionist, Asian-American, and Latino literature. Writing assignments will range from short, impromptu written responses to longer critical literary analyses meant to prepare students for college-level writing. Grammar will be taught based on the needs identified within student writing. Students should expect to participate actively in a community of learners through ample involvement in class discussion.

### *English Seminar: Ecological Literature*

This course will focus on literacy as a catalyst for ecological awareness and engagement. Students will read classic and contemporary texts in a variety of genres (fiction, nonfiction, poetry, etc.) that consider the natural world and humanity's place in it. Students will also write in a variety of forms including personal essays, critical responses, research projects, poetry, and other projects that engage in ecology through literacy.

### *English Seminar: Philosophies in Literature*

This course will focus on selected readings in world philosophical, religious, and mystical writings. These readings traverse a wide variety of time periods, cultures, and traditions, including the Abrahamic, Hindu, Daoist, Buddhist, Greco-Roman, and more. Students will demonstrate competence and work towards mastery in written forms including short-form contemplative essays, personal essays, research writing, creative writing, comparative analysis, and other projects that engage and apply the ideas discussed in class. Both verbal and written discussion will be an important part of this course, so come prepared to participate!

### *Creative Writing II: Poetry*

This course is one of two options for Creative Writing II. In it, we will focus on poetry as a genre, including definitions of poetry, history, formal elements, prosody, genre, and performance. Readings will include a wide variety of periods, authors, and styles, but will emphasize contemporary English language poetry. Students will be expected to write and share their work publicly through workshopping, performance, and publication.

**Prerequisite: Completion of Creative Writing I with a B- average and instructor approval.**

### *Creative Writing II: Prose*

This course is one of two options for Creative Writing II. In it, we will focus on prose as a genre. Students will study and create short stories and creative nonfiction. Readings will include a wide variety of periods, authors, and styles, but will emphasize contemporary English language prose. Students will be expected to write and share their work publicly through workshopping, performance, and publication.

**Prerequisite: Completion of Creative Writing I with a B- average and instructor approval.**

### *Creative Writing Capstone*

This course is the final class of the creative writing major. Students will complete a year-long project that represents their best work as writers. This project will involve ongoing processes, including proposing, drafting, workshopping, revising, producing, and presenting the project in question. We will also cover aspects of publication and career paths in writing.



This class will also prepare work for public performance and presentation. Much of this work will be self-directed under the guidance of the instructor, so self-motivation is important.

**Prerequisite: Instructor Approval Required**

### **Newswriting**

Newswriting will include both the study and implementation of journalistic practices. Students will work collaboratively and individually to create a bi-weekly school newspaper.

Prerequisite: Signed permission from an English teacher

### **Yearbook**

In this class students create the unified TSA yearbook, including grades 6 through 12. They are responsible for photographing all events, clubs and daily activities that take place here at TSA. Creative minds and the ability to work together are imperative to the successful production of the school's yearbook.

## **Social Studies**

### **6th Grade Social Studies**

6th Grade Social Studies is the integrated study of the social sciences and humanities to promote effective citizenship. Students will study the Eastern Hemisphere (Africa, Asia, Australia, and Europe), its geographic features, early history, cultural development and economic change. Students study the five major world religions (Judaism, Christianity, Islam, Hinduism, and Buddhism), the four river valley civilizations (Mesopotamia, Egypt, Indus River Valley, and China), prehistoric civilizations, arranging dates in order of B.C. and A.D. as well as B.C.E. and C.E., map skills including latitude and longitude, absolute location, physical and political maps, governments (monarchy, democracy, theocracy, dictatorship). The geographic focus includes the study of contemporary regional characteristics, the movement of people, products and ideas, and cultural diversity.

### **7th Grade Early World History**

In the seventh grade, students continue their study of the ancient world with their first of four courses covering the historical sequence. This study incorporates each of the core social studies standards into the chronology of early China, Greece, Rome, and Japan. Students will also explore early West African trading kingdoms, as well as Europe through the Middle Ages and Renaissance, to the Age of Exploration. Students learn that each historic event is shaped by its geographic setting, culture of the people, economic conditions, governmental decisions, and citizen action. A connection between past and present is illuminated as students examine ways in which each historical event helped shape the world we live in today. Students also expand their command of social studies skills and methods acquired in their sixth **grade** Social Studies course.

### **8th Grade Early American History**

The historical sequence continues in the eighth grade with an in-depth study of the early years of our nation. This study incorporates each of the core social studies standards into the chronology.

After a brief review of Trans-Atlantic exploration and trade, students explore the establishment of the English Colonies, as well as the causes and outcomes of the Revolutionary War (including the creation of our Constitution). They will also observe citizenship, the development of the Republic and of the American Identity, and Expansion. Lastly, students investigate regional tensions, the Civil War, and Reconstruction.

While students are studying a particular historic event in the United States they also look at its geographic settings, economic implications, developments in government and the role of citizens.

### **American History**

This course examines the history of the United States of America from 1877 to the present. The course is designed to give students a perspective on how past events have shaped the modern world, specifically the United States. Understanding how these events came to pass and their meaning for today's citizens is the purpose of this course. The concepts of historical thinking introduced in earlier grades continue to build with students locating and analyzing primary and secondary sources from multiple perspectives to draw conclusions.

### **World Studies**

This class will provide students with a general introduction to world studies content from 1500 to the present by studying history, geography, government, culture, and economics. The content of the class will integrate art into the topics we cover to enrich our understanding. Overall, this course will examine the past to understand our present to assist us in anticipating the future.

This course will follow the model curriculum outlined in the Ohio New Learning Standards for modern world history.

Prerequisite: American History

### **American Government**

The American Government course is designed to familiarize students with local, state, and national governments in the United States. Emphasis will be given to the basic structure of our system, including an analysis of the Constitution, the Bill of Rights, and the executive, legislative and judicial branches. Importance will be placed on how these branches operate in unison through the checks and balances system. In addition to discussion on the role and powers of our government and other political systems in the world today, attempts will be made to analyze people's "control" and influence in our democracy. Development of analytical skills will be an ongoing concern in the class--especially the relation of current news event to our course materials. This is required course geared to make all students participants in our representative democracy.

Prerequisite: World Studies

### **Senior Humanities**

This course provides an overview of the humanities, which are academic disciplines that study human culture. Throughout the school year, we will use methods that are both critical and speculative with a significant historical theme to guide our studies. The humanities include ancient and modern languages, literature, philosophy, religion, and visual and performing arts such as music and theatre. To this end, we will focus on the development of human culture and examine various cultures in order to understand: 1) The Beginning of Civilization, 2) How Social Values Influence Societal Norms, 3) How the Visual and Performing Arts of then impact us today, and 4) How you can use newly gained knowledge on the humanities in your daily life to understand where we came from and where we might be going.

This humanities course will serve as a capstone of historical research and study at TSA, in preparation for the workforce or college. It will be challenging and will require you respect various cultures, their beliefs, and the beliefs and opinions of your fellow classmates and instructor.

By successfully completing this course, students will be able to better understand the development of human civilizations from around the world and their impact on society today. Students will be able to compare advancements made by each society and note any connections between the societies and our society.

## Mathematics

### **Sixth Grade Math**

6<sup>th</sup> Grade Math includes the following:

**Ratios and Proportional Relationships:** Understanding ratio concepts and use ratio reasoning to solve problems.

**The Number System:** Apply and extend previous understandings of multiplication and division to divide fractions by fractions. Compute fluently with multi-digit numbers and find common factors and multiples. Apply and extend previous understanding of numbers to the system of rational numbers.

**Expression and Equations:** Apply and extend previous understanding of arithmetic to algebraic expressions. Reason about and solve one-variable equations and inequalities. Represent and analyze quantitative relationships between dependent and independent variables.

**Geometry:** Solve real-world and mathematical problems involving area, surface area, and volume.

**Statistics and Probability:** Develop understanding of statistical variability. Summarize and describe distributions.

### **7<sup>th</sup> Grade Integrated Mathematics (1)**

7<sup>th</sup> Grade Integrated Mathematics focuses on the use of proportional reasoning and integers in order to conceptually understand the basic Algebra and Geometry skills students will be exposed to in 8<sup>th</sup> Grade. The areas of focus in this course are: expressions and equations, basics of the numbers system, functions, geometry and statistics/probability. Students successful in this course will be recommended for 8<sup>th</sup> Grade Integrated Mathematics the following year.

### **8<sup>th</sup> Grade Integrated Mathematics (2)**

8<sup>th</sup> Grade Integrated Mathematics is a course designed to follow the common core curriculum and incorporate the introduction of Algebra 1 and Geometry concepts. Success in this course will allow students to be ready to take Algebra I during their freshman year of high school.

### **Algebra I**

Students will develop formal algebraic skills and concepts necessary to succeed in advanced courses. This includes calculation within the real number system and solving complex algebra problems with application in field other than mathematics. Students will study linear equations, system of equations, inequalities, exponential equations, and quadratic equations and their graphical representations and relations in the course. They will learn to think critically and strategically to solve problems that can be applied to real situations.

### **Geometry**

A continuation of Algebra I, students will explore basic trigonometry, triangle congruence, and similarity, circles and quadrilaterals, reasoning and proof, and modeling with geometry.

Students will also learn basic probability and odds. Students will move from thinking solely algebraically to using spatial reasoning to think geometrically. Language, communications, and reasoning (justification and proof) will be used to problem-solve.

Prerequisite: Successful completion of Algebra I

**Algebra II**

Algebra II is a one-year course and requires a grade of “D-” or higher to graduate high school in the State of Ohio. Algebra II provides a review and extension of the concepts taught in Algebra I. Topics covered will include linear relations and functions; quadratic, polynomial, and radial functions and relations; advanced function and relations; discrete mathematics; and trigonometry.

Prerequisite: Successful completion of Algebra I and Geometry.

**Pre-Calculus**

Pre-Calculus is a continuation of topics covered in Algebra II. Including trigonometry, polynomials, functions and their inverses, equations, and complex numbers. New topics include conic sections and polar graphs, matrices, and statistics. The course concludes with an introduction to calculus through sequences, limits, and derivatives.

Prerequisite: Must receive a grade of a C or higher in Algebra II

**Calculus**

This course provides a study of differential and integral calculus with the emphasis on problem solving and deductive development of the concepts used. A graphing calculator is required.

Prerequisite: Must receive a grade of C or higher in Pre-Calculus

**Math Applications**

Math Applications is one-year course and requires a grade of a “D-” or higher. Math Applications provides a review and extension of the concepts taught in Algebra II. Topics covered will include a review of basic concepts and skills, equations and inequalities, relations, functions and graphs polynomial and rational functions, exponential and logarithmic functions, systems or equations and inequalities, matrices and matrix applications, analytic Geometry and the conic sections, and additional topics in algebra.

Prerequisite: Successful completion of Algebra I, Geometry, and Algebra II.



## **Health**

### **Health**

The course emphasis is aimed at moving students towards health literacy. "Health literacy" is the capacity of individuals to obtain, interpret, and understand basic health information and the competence to use information which promotes healthy choices and behavior. Course topics will include Mental, Emotional, and Social Health; Communications and Peer Relationships; Reproduction (Growth & Development, STDS, HIV, & AIDS); Tobacco, Alcohol, and Illegal Drugs; Physical Fitness; Nutrition; and First Aid & Safety.

## Spanish

### Spanish I

Spanish I is an introduction to Spanish language and culture and provides students with an opportunity to gain access to one of the fastest growing and diverse cultures in the world today. Students will begin their journeys in second-language acquisition not only by learning the Spanish language, but by studying the many treasures of Spanish-speaking cultures including music, art, food, history, and pop culture.

Students in Spanish 1 will develop introductory proficiency in the Spanish language by participating in interactive and communicative classroom activities that focus on building and developing skills in reading, writing, speaking, and listening in Spanish. Students will also develop cultural awareness and the ability to successfully participate in real-life situations and scenarios likely to occur outside of the classroom environment through their learning and exposure to cultural customs and practices.

### Spanish II

Spanish II students will build on content knowledge gained during the Spanish I course. Students will improve skills in reading, writing, listening, speaking, understanding, and interpreting the language and culture. Students will review and enhance vocabulary, formulate creative sentences, construct elaborate responses, and write descriptive essays, short stories, and summaries. Students will be expected to speak using complete sentences, engage in common discourse, and display subject knowledge through a variety of activities, including but not limited to skits, role plays, translations, projects, and educational games. This course will prepare students for Spanish III as well as help them communicate with native speakers. There will be an emphasis on the Caribbean and North American Spanish speaking countries. Students will research various traditions and arts of Spanish-speaking countries (will possibly change each year) and will be introduced to various dialects. Grammar concepts include the present tense, irregular verbs, review of the reflexive, ser/estar, imperfect and simple future tenses of verbs. Vocabulary will include but is not limited to: expansion of weather, emotions, adjectives/personality, clothing, shopping, community, professions, directions, and technology terms.

**Prerequisite:** Successful completion of Spanish I

### Spanish III

Spanish III students will build on content knowledge gained during the Spanish II course. Students will enhance skills in reading, writing, listening, speaking, understanding, and interpreting the Spanish language while gaining a broad understanding of Hispanic culture. Students will explore the culture and literature with an emphasis on the "Americas". Students will begin journal writing about a variety of topics including common Spanish Idioms, personal experiences, future plans, and likes/dislikes. Students will also be required to summarize articles and research current events impacting the Spanish Speaking World. Throughout the course an emphasis will be placed on the 5 C's of Foreign Language; Communication, Culture, Connection, Community and Comparisons. Students will **engage** in situational conversation preparing them for real life situations. Grammar topics will include but are not limited to present tense irregular, past tense

(imperfect and preterite), future, and conditional uses of verbs, as well as an introduction of the subjunctive mood, mastery of *ser/estar*. Students are expected to achieve mastery in prepositions (*por/para, de, en, a, etc.*), indirect and direct object pronouns, and definite articles. Students will be able to describe past events, future events and react in hypothetical situations.

**Prerequisites:** Successfully complete Spanish II with at least an 83% in Spanish II or earning an 83% on an entrance exam. Instructor Permission also required.

#### **Spanish IV**

Spanish IV students will build on content knowledge gained during Spanish III. Students will enhance skills in reading, writing, listening, speaking, understanding, and interpreting the Spanish language while gaining a broad understanding of Spain and Latin America. Students will explore the culture, history, and literature of Spanish-speaking countries. Students will write journals and papers about a variety of topics including common Spanish idioms, personal experiences, future plans, hopes/desires, and likes/dislikes. Students will also be required to summarize articles and research current events impacting the Spanish Speaking World. Students will engage in situational conversation preparing them for real life situations. Grammar topics will include but are not limited to; an in-depth knowledge of the gender of Spanish words, mastery of *ser/estar, por* and *para*, learn the differentiation between commonly mistaken words and verbs, mastery of the past tenses (imperfect and preterite), future, and conditional uses of verbs, past participles and the subjunctive mood. Students are expected to achieve mastery in prepositions, indirect and direct object pronouns, and verb tenses. Students will read and interpret famous short stories, folk tales, songs, and poems. They will learn about the different literary movements in Latin America, research various Hispanic artists, and discuss/research other topics such as social movements, immigration, and history. Students will write two research papers (one each semester) and present information about a chosen Spanish speaking country at the end of the year.

**Prerequisites:** Successfully complete Spanish II with at least a B average. Students will also be asked to take an entrance exam.

# Performing & Visual Arts Courses

2024-2025

## Career Tech & Business

### **Business of Arts & Communications**

There is a wide array of professions in industries related to arts and communications, and skills related to the business of the arts translate into many fields of business. From event management to tracking expenses, students learn the business side of visual, media and performing arts. Topics include marketing, branding, producing, promoting, booking, budgeting and merchandising, etc. Students learn and apply intellectual property rights, licensing, copyright, royalties, liabilities and contractual agreements. They learn how both profit and non-profit organizations businesses operate, and explore career options in and outside of the arts.

### **Career & Cultures – Performing Arts**

In this career exploration course, students examine how music, dance and theatre disciplines connect to create a production. They compare and contrast different genre, social contexts and cultural aspects of dance, music and theatre throughout history. They learn the role of stagecraft and technical production, including new and emerging technology.

### **Advanced Modern**

Continuing with techniques and influences of various modern dancers, this class provides advanced training including: Technique, Progressions, Partnering/Acro, Choreography, Apparatus work- Chairs, Boxes etc

Prerequisite: Prior training in Modern and Ballet or Intermediate Modern. An audition is also required.

### **Advanced Stage**

This course is offered to the most advanced dance students in the styles of jazz, contemporary, musical theater and choreography. These students dance for two hours a day, and perform in many productions throughout the year. Very dance intense class with warm-ups and technique-high level of dedication required. Must audition and be approved by teacher to enroll.

Prerequisite: Intermediate Stage. Must be a versatile dancer in the styles of jazz and contemporary. An audition is also required.

### **Studio Winds**

This ensemble class develops playing proficiency and includes several performance opportunities for high school level wind players. Band students will learn professional skills needed as woodwind and brass performers in concert band, studio/symphony orchestra, jazz/pop combo, small ensembles, and as soloists. Students are encouraged to continue performing as college or professional players. Public performance is a major requirement of the course.

### **String Orchestra**

This ensemble class develops playing proficiency and includes several performance opportunities for high school level string players. String Orchestra students will learn professional skills needed as string performers in a string orchestra, studio/symphony orchestra, jazz/pop combo, small ensembles, and as soloists. Students are encouraged to continue performing as college or professional level players. Public performance is a major requirement of the course.

Prerequisite: Audition required.

Fees: Travel and event fees apply as warranted

### **Advanced Percussion**

The scope of this course is large. While in Advanced Percussion you will study all of the techniques that are commonly utilized as a professional percussionist. In addition to daily rehearsals, you will also be responsible for a weekly private lesson during which you will study solo techniques and dedicate private time to some of the more challenging passages in your current ensemble literature.

Prerequisite: Audition required

### **Advanced Percussion Ethnic**

In this course, we will study and perform percussion music that is not rooted in western culture. It is my intent that student that take this class not only understand how to play non-western percussion instruments, but that they also understand the roles of ethnic percussion in western musical environment. In this class, there will be heavy emphasis on steel drum performance, but we will also perform and discuss other areas of non-western percussion.

Prerequisite: Audition Required

### **Intermediate Jazz Combo**

Intermediate Jazz Combo is for advanced players who are new to Jazz. Subjects covered are Improvisation, accompanying in the various Jazz styles, music theory (required for improvisation), history of jazz.

The group plays a minimum of three concerts with the Advanced Jazz Combo. Outreach performances are also possible depending on achievement level and availability.

Prerequisite: Advanced Guitar or by audition.

### **Advanced Jazz Combo**

Advanced Jazz Combo develops the skills to perform on the professional level. Music theory, advanced improvisation, accompaniment, and the practical skills needed to perform for the public are covered and mastered. Jazz repertoire is also built. There are a minimum of three concerts with the Intermediate Jazz Combo. In addition, there are many outreach performances outside of school for the public. Most of our Advanced Jazz students are able to play professionally!

Prerequisite: Intermediate Jazz Combo or by audition

### **Advanced Guitar**

Advanced Guitar moves into more complex songs, multi-part guitar ensembles, and more advanced improvisation. Successful players can move to the Jazz and Pop Combos in the Commercial Music Program or repeat Advanced Guitar. The music and skills covered in the class enable new material even if taken multiple times!

The Guitar Classes Concerts will feature the class and also a Jazz Guitar Ensemble if the students audition successfully!

Prerequisite: Intermediate Guitar or Audition

### **Intermediate Acting**

This course builds on the basic Theatre foundation with emphasis on character development, audition preparation, building a repertoire of appropriate material, text analysis and play reading  
Advanced Acting: The culminating course for TSA acting students, the course includes performing and directing projects and the presentation of a comprehensive portfolio.

Prerequisite: Successful completion of Theatre Arts 2

### **Advanced Acting**

Advanced Acting is the culminating course for TSA acting students. The course includes performing and directing projects, the opportunity to visit New York City, and the presentation of a comprehensive portfolio that is both digital and physical. Students looking to receive a theatre certificate will complete a senior project that consists of 15 minutes of their own work, performed in front of an audience.

Prerequisite: Successful completion of Intermediate Acting

## **Musical Theatre**

Students will work on solo performances, duets and a staged-reading of a musical as well as studying musical theatre history across many decades, genres and significant composers and lyricists.

Prerequisite: Successful completion of Theatre Arts 2

## **Production Technology**

A class for students interested in the technical and backstage world. Students will be provided with a basic knowledge of many technical theatre elements in a hands-on approach.

## **Theatrical Design**

This course introduces advanced theatre students to design within theatrical and commercial productions. The students explore the facets of scenic, lighting, and sound design.

Prerequisite: Successful completion of Production Technology

## **Costume Technology**

Costume Tech introduces the student to hand sewing, machine sewing, serging, basic costume design, renderings, and other costumer's possibilities. Students will Complete at least four projects over the course of the year. Some time will be dedicated to working on TSA productions as needed. *Being on a tech crew is strongly suggested as part of the course. If not possible, alternate assignments will be completed.*

## **Video Production**

The goal of this course is to prepare students for a collegiate level film studies and production course. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos.

Due to minimal equipment/software, class size is limited.

## **Capstone Internship**

Students serve in employment settings performing tasks for the Toledo School for the Arts that relate to their educational experience at the school and fulfill tasks that benefit the operations of the school. These internships include Social Media, Dance Instruction, Development, Gallery, Retail Sales and more. The opportunity is open to students through an interview process, akin to employment, and require that students have skills appropriate to the internship.

Prerequisite: By teacher permission



## **VISUAL DESIGN AND IMAGING**

### **Graphic Design 1**

This is a broad spectrum course that will teach software and hardware use through a variety of projects. Students will gain exposure to Adobe Design software, print and scanning hardware, and technical processes used in the design industry. Beginning students will be spending the first year learning Illustrator, Photoshop, and InDesign. They will be applying their creativity to build conceptual development skills. General topics explored will include graphic print design, typography, and the use of digital photography, scanners and printers. Students will be working on projects that enhance their knowledge of typography, composition, components and conceptual processes which will include logo design, packaging design, poster design and a variety of projects that will enhance the creation of these products.

Prerequisite: Either successful completion of Foundations or 3 years of visual art electives in grades 6-8.

### **Graphic Design 2**

Building on their Design 1 experience, students will gain greater exposure to the use of software, hardware, and technical processes used in the design industry as well as working with clients while applying their creativity and building conceptual development skills. General topics explored will include graphic print design and typography along with the use of digital photography, scanners and printers. Students will be working on projects that enhance their knowledge of typography, composition, components and conceptual processes. Intermediate students will be working with clients from the school and perhaps from outside the school. This process will be invaluable as they get to interact with clients in a Design Studio Experience.

Prerequisite: Successful Completion of Graphic Design 1.

### **Graphic Design 3**

Building on their Design 2 experience, students will gain exposure to a variety of design problems and experience more client interaction while applying their creativity and building conceptual development skills. General topics explored will include graphic print design and typography. They will also be working on designing for different printing processes like silkscreen as well as some printing. Advanced students will be working with clients from the Toledo area and the school. This process will be invaluable as they get to interact with clients in a Design Studio Experience.

Prerequisite: Successful completion of Graphic Design 2

### **Career & Cultures – Visual Arts**

Visual design takes the form of charts, drawings, boxes and more. In this first course for the Visual Design and Imaging pathway, students gain a perspective of symbols, typography and product output. They acquire basic knowledge of today's role of graphics in communication industries. Focusing on the consumer, students analyze products and create their own designs for critique. They learn how safety, deadlines, teamwork and ethics relate to the work, and explore the various careers associated with the visual arts.

### **Video Production**

The goal of this course is to prepare students for a collegiate level film studies and production course. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos.

Due to minimal equipment/software, class size is limited.

### **Studio 3D: Glass**

Students explore the medium of glass, and elements of design and production. Using a variety of techniques including slumping, screen-printing, and a wide variety of glass elements, they create kiln-formed work both for their personal achievement and for sale within the school's gallery/store. The basics of graphic design are included.

## **MEDIA ARTS**

### **Video Production**

The goal of this course is to prepare students for a collegiate level film studies and production course. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos.

Due to minimal equipment/software, class size is limited.

### **Video Production 2**

This course will further prepare students for a collegiate level film studies and production course, and for employment in the video production field. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions,

essays/reviews and the creation of various kinds of videos. Work with community clients may be included. Class size is limited.

Prerequisite: Video Production

### **Video Production 3**

From script to storyboard and special effects, students develop products focused on a central theme and purpose. Using commercial and open-source digital animation software, they create an illusion of motion that extends beyond traditional frame-by-frame footage. They learn skills and techniques involving music, animation, text, voice, photos and videos. Products are adjusted for access through computers, mobile devices, game consoles, projectors, radio and TV.

Prerequisite: Video Production 2

### **Career & Cultures – Media Arts**

Visual design takes the form of charts, drawings, boxes and more. In this first course for the Visual Design and Imaging pathway, students gain a perspective of symbols, typography and product output. They acquire basic knowledge of today's role of graphics in communication industries. Focusing on the consumer, students analyze products and create their own designs for critique. They learn how safety, deadlines, teamwork and ethics relate to the work, and explore the various careers associated with the visual arts.

### **Graphic Design 1**

This is a broad spectrum course that will teach software and hardware use through a variety of projects. Students will gain exposure to Adobe Design software, print and scanning hardware, and technical processes used in the design industry. Beginning students will be spending the first year learning Illustrator, Photoshop, and InDesign. They will be applying their creativity to build conceptual development skills. General topics explored will include graphic print design, typography, and the use of digital photography, scanners and printers. Students will be working on projects that enhance their knowledge of typography, composition, components and conceptual processes which will include logo design, packaging design, poster design and a variety of projects that will enhance the creation of these products.

Prerequisite: Either successful completion of Foundations or 3 years of visual art electives in grades 6-8.

### **Musical Engineering**

Students begin with the basics of engineering live sound and producing music electronically. They create, capture, edit, mix, and synchronize music tracks, incorporating them into audio and video. They study acoustics, reflection, reverberation, and all of the ways recording and electronic mixes are used in commercial recordings, and how to produce those effects themselves. The studio generates recordings of student work throughout the year.

# Dance Courses

## **Dance 6**

Introduction to Dance 6th Grade is focused on the beginning of all dance styles such as ballet, modern, contemporary, jazz, hip hop, tap, African, and salsa. Each student will learn the background and history of each style along with gaining the knowledge of the basic steps and movement to each style.

## **Dance 7**

Introduction to Dance 7th Grade is focused on an overview of all dance styles such as ballet, modern, contemporary, jazz, hip hop, tap, African, and salsa. Each student will learn the background and history of each style along with gaining the knowledge of the intermediate to advanced steps and movement to each style. Students will also start focusing and analyzing their own choreography.

## **Beginning Ballet**

Introduction to proper etiquette, technique and history of ballet. Students will learn basic adagio and allegro combinations. Students will learn basic turns and leaps. Students will have an opportunity to learn and perform choreography.

Fees: Students must provide leotard, tights and ballet slippers.

## **Pointe**

Pointe is the part of ballet that happens on the dancer's toes. This is a class teaching both foundations and more advanced pointework. Must audition into Int. 2 or Advanced Ballet.

Previous experience on pointe is not required. Pointe shoes are required. Assistance in obtaining pointe shoes is available.

## **Beginning Ethnic**

Includes dance study concentrating on non-European styles, including West African, Javanese and contemporary Indian amongst others, with some cultural studies. Focus on Technique, Progressions, West African Dances, History, Acro-Partnering, Performance, Choreography

### **Beginning Tap**

Tap combines dance and music in a way that no other dance style does. If you're drawn to the rhythm and swagger, this very American art form might be for you. No audition required, but tap shoes are. Assistance in obtaining tap shoes is available.

### **Beginning Hip Hop**

Beginning Hip Hop is focused on the beginning history of the style. It covers the importance of Hip Hop along with the best technical beginning skills that the style endures. At the end of the semester, students will understand the true meaning of hip hop, be able to compare and contrast the style from now and then, and excel in beginning movement for them to move on to the intermediate/advanced level technically

### **Beginning Modern**

Students will learn basic movement based on several modern dance styles. Students will work on flexibility, strength and expression of movement. Students will begin working on improvisation through dance with verbal cues. Students will learn and perform modern dances.

Fees: Students need to provide black pants and white t-shirt.

### **Beginning Stage**

A beginning level dance course that focuses mainly on jazz and tap technique, but also covers musical theater and contemporary. Open to anyone interested in dance!

### **Intermediate Ballet**

This class builds on the technique and history of beginning ballet. Students will learn longer and more difficult combinations. Students will be introduced to higher level turns and leaps. Students will create and perform their own ballet choreography.

Prerequisite: Students need to have knowledge and have taken ballet prior to taking this class. An audition is also required.

Fees: Students must provide leotard, tights and ballet slippers.

### **Intermediate Ethnic**

Continued study of Ethnic styles, with influences of Yoga, Acro-Partnering, Performance, Choreography. The Afro-Caribbean Ensemble pairs with the Ethnic drumming class for Summer and School-Year Outreach Programs.

Prerequisite: Beginning Ethnic or prior training. An audition is also required.

### **Intermediate Hip Hop**

Intermediate Hip Hop focuses on the history and today's world of hip hop. The students will understand the differences between the two centuries along with the education of difficult movement within the style. Students will learn and study all advanced movement of Hip Hop along with practicing their own choreography within the subject.

Prerequisite: Beginning Hip Hop or prior training. An audition is also required.

### **Intermediate Modern**

Students will continue working and building on the skills that they have learned in beginning modern. Students will start lifting and bearing weight with a partner. Student will start creating their own dances based on time, space and energy. Students will learn and perform modern dances.

Prerequisite: Students must be knowledgeable and perform skills taught in Beginning Modern. An audition is also required.

Fees: Students need to provide black pants and white t shirt.

### **Intermediate Stage 1**

Intermediate stage 1 covers the dance styles of jazz, contemporary, musical theater and tap. Open to all grade levels, but must audition with teacher before enrolling.

Prerequisite: Intermediate level of jazz technique

### **Intermediate Stage 2**

Intermediate stage 2 is the third level of stage dance classes that cover the styles of jazz, contemporary, musical theater and tap. High level of technique is expected and must audition with the teacher before enrolling in class.

Prerequisite: High intermediate level of jazz technique. An audition is also required.

### **Advanced Ballet**

This class builds on the knowledge and skills they have learned in intermediate ballet. Students will be ask to create a lesson plan and teach a beginning ballet class.

Students will develop on their skill levels by mastering turns, leaps and longer combinations. Students will start creating solos and group pieces and verbally express what is the meaning of the dance.

Prerequisite: Intermediate Ballet, or equivalent knowledge and skills. An audition is also required.

Fees: Students must provide leotard, tights and ballet slippers

### **Advanced Ethnic**

Continued study of Ethnic styles, with influences of Yoga, Acro-Partnering, Performance, Choreography. The Afro-Caribbean Ensemble pairs with the Ethnic drumming class for Summer and School-Year Outreach Programs.

Prerequisite: Intermediate Ethnic or prior training. An audition is also required.

### **Advanced Hip Hop**

Advanced Hip Hop dancing and choreography, including strength training, flexibility and endurance. The cultural impact of hip hop, and influential artists is also studied. For students who have successfully completed Intermediate Hip Hop.

Prerequisite: Intermediate Hip Hop or prior training. An audition is also required.

### **Advanced Modern**

Continuing with techniques and influences of various modern dancers, this class provides advanced training including: Technique, Progressions, Partnering/Acro, Choreography, Apparatus work- Chairs, Boxes etc

Prerequisite: Prior training in Modern and Ballet or Intermediate Modern. An audition is also required.

### **Advanced Stage**

This course is offered to the most advanced dance students in the styles of jazz, contemporary, musical theater and choreography. These students dance for two hours a day, and perform in many productions throughout the year. Very dance intense class with warm-ups and technique- high level of dedication required. Must audition and be approved by teacher to enroll.



Prerequisite: Intermediate Stage. Must be a versatile dancer in the styles of jazz and contemporary. An audition is also required.

### **Dance Conditioning**

Dance conditioning is focused on the work ethic of one individual on a physical level. This class focuses on one's physical ability and health. Students will exercise doing various workouts along with learning how to write workout and nutritional plans. At the end of the course, students will have a strong stamina, core, understanding of food groups, and the knowledge of all bones and muscles in the body.

### **Yoga**

A course designed for the practice of yoga, with flexibility and strength building activities. Suitable for both the dancer and those seeking physical education credit. Technique/Practice Asanas, History/ Health- research and lecture, Acro-Partnering, Choreography- Minimal with minimal performance responsibilities.

### **Martial Arts**

Toledo School for the Arts Seiwa Kai Goju Ryu Karatedo

芸術のためのトレド学校 誠和会剛柔流空手道

Karatedo at TSA is taught as a traditional Japanese martial art. Students will be studying Goju Ryu (Hard Soft Style) which is one of several traditional Okinawan/Japanese styles practiced around the world. Students participate in all of the following activities: Conditioning (Junbiundo, 準備 運動), Basic Techniques (Kihon, 基本 ), Art (Kata, 型), Self-Defense (Bunkai, 分解 ) and Sport (Jiyu Kumite, 組手).

### **Advanced Martial Arts**

For students who have completed at least one year of Martial Arts study, an additional course to further develop their skills.

Prerequisite: Martial Arts, instructor permission.

# Music Courses

## **Music 6**

Music 6 is a beginning level course that provides a broad overview of the fundamentals of listening to, reading, and writing music. Students will study the most basic elements that comprise the music we hear every day. This class also provides a “performance lab” experience where the students are offered the opportunity to play and experience first hand the rehearsal and performance techniques that musicians experience when making music.

## **Music 7**

Music 7 is a beginning level course that focuses on learning fundamentals of music through piano instruction. Students will receive one semester of music instruction, ensuring that each student will read written music, play hands together melodies, identify intervals, play major scales, and demonstrate melody, rhythm, harmony, and form. Students will also study music history and listening skills.

## **Beginning Band**

This ensemble class develops playing proficiency and includes several performance opportunities for beginning-to-junior high level wind players. Students will learn professional skills need as woodwind and brass performers in concert band, full orchestra, small ensembles, and as soloists. Students are encouraged to continue performing as junior high-to-high school level players. Public performance is a major requirement of the course.

Fees: Travel and event fees apply as warranted

## **Beginning Chorus**

This beginning level course focuses on learning fundamentals of music and vocal technique through group instruction using choral literature. Students receive instruction on proper posture, breathing and breath support, and voice placement (chest and head voice). Students will identify the parts of written music: treble and bass clef, time signature, note names, intervals, and signs and symbols. Solfege is used for sight reading and audition. Assignments investigate the history and composers of choral music. Students will demonstrate and identify the four main elements of music: melody, rhythm, harmony, and form. The group will perform regularly, enabling the students to apply the basic principles of performance etiquette: dress, professionalism, focus and preparation.

Prerequisite: Audition Required

### **Beginning Orchestra**

This is an entry level class for students in any grade, with no experience, or limited experience on violin, viola, cello or bass. This class covers Essential Elements Books 1 and 2 in their entirety. Students learn to play individually as well as being part of an ensemble. Skills covered include: one and two octave scales in open string keys, rhythms in combinations of quarter, eighth and sixteenth notes, various bowing styles and centering pitch. *Many students take Beginning Orchestra for two years in order to be prepared for Intermediate Orchestra.*

Fees: Methods Book \$16

### **Beginning Guitar**

Beginning Guitar is for anyone who would like basic guitar instruction in a class format. Basic note reading and chordal accompaniment are covered during the year. Practical guitar skills like changing strings and tuning plus basic guitar maintenance are also covered. A minimum of two guitar class concerts are scheduled for each year so everyone gets a chance to perform!

Prerequisite: None. Music VI completion would be helpful.

### **Beginning Percussion**

The purpose of beginning percussion is to introduce the basic techniques needed to play both pitched and non-pitched percussion. Emphasis will be placed on rudiment mastery and sight-reading on mallet (bells) instruments. Aside from daily lessons, students enrolled in beginning percussion will also participate in rehearsing and performing percussion ensemble music.

### **Beginning Commercial Music**

This course provides students an opportunity to learn basic skills for performing in a rock and pop music ensemble. Students learn aspects of working as a group, developing good habits for rehearsal and preparation. Students learn skills needed to perform and arrange songs in various commercial music styles.

Prerequisite: One year's experience on guitar, keyboard drum set, and by audition

### **Intermediate Band**

This ensemble class develops playing proficiency and includes several performance opportunities for junior high level wind players. Students will learn the professional skills needed as woodwind and brass players in concert band, full orchestra, small ensembles, and as soloists. Students are encouraged to continue performing as high school level players. Public performance is a major requirement of the course.

Prerequisite: Audition required.

Fees: Travel and event fees apply as warranted

### **Intermediate/Advanced Chorus**

Chorus is offered as a two-level course at the intermediate and advanced levels, focused on vocal technique, music fundamentals, choral repertoire, and performance. Students receive instruction on proper posture, breathing and breath support, voice placement, tone, and intonation. Repertoire addresses music history and composers of choral music. All chorus members will perform regularly, enabling the students to apply the basic principles of performance etiquette: dress, professionalism, focus, preparation, and audience sensitivity. The intermediate level focuses on music reading skills and solfege as a tool for sight reading and audiation.

Prerequisite: Audition required. Advanced also requires music reading and sight-singing exam at audition.

### **Intermediate Orchestra**

This is a class for the developing string player who already has several years of string playing experience on violin, viola, cello or bass. This class covers Essential Technique for Strings in its entirety. Students will continue to develop their individual technique, especially two-octave scales, shifting to upper positions and vibrato. Students will also learn to play as members of small ensembles, such as string quartets as well as perform as a string orchestra and full orchestra in combination with the Intermediate Band class. Most students take Intermediate Orchestra for multiple years in order to be prepared for the advanced String Orchestra.

Prerequisite: Audition required.

Fees: Method Book \$8

### **Intermediate Guitar**

Intermediate Guitar continues where Beginning Guitar left off. After a review, Barre Chords are introduced and used in songs. More complex melody reading is also added. Scales in upper positions are also learned throughout the year. Some improvisation is then learned after the scales are in your skill set.

A minimum of two concerts with guitar classes happen each year. Everyone gets to perform, singing and band playing also is available.

Prerequisite: Beginning Guitar or Audition

### **Intermediate Jazz Combo**

Intermediate Jazz Combo is for advanced players who are new to Jazz. Subjects covered are Improvisation, accompanying in the various Jazz styles, music theory (required for improvisation), history of jazz. The group plays a minimum of three concerts with the Advanced Jazz Combo. Outreach performances are also possible depending on achievement level and availability.

Prerequisite: Advanced Guitar or by audition.

### **Intermediate Percussion**

The purpose of intermediate percussion is to continue to introduce and practice the techniques needed to play both pitched and non-pitched percussion. Emphasis will be placed on rudiment mastery and sight-reading on mallet (bells) instruments. Aside from daily lessons, students enrolled in beginning percussion will also participate in rehearsing and performing percussion ensemble music.

Prerequisite: Audition required

### **Intermediate/Advanced Piano**

This course is an extension of private piano lessons and music studies. Advanced students must be proficient at the piano above the Intermediate level. Intermediate students should be proficient at the piano above the Music 7 level. Students will be given private and group piano instruction, music history lessons, music theory lessons, arts integration opportunities, and performance opportunities.

Prerequisite: Students must be at or above the Early Intermediate level of piano playing.

### **Intermediate/Advanced Commercial Music**

Students move beyond the basic skills for performing in a rock and pop music ensemble, learning to develop a wide range of musical styles, strengthening practice techniques, writing original songs and creating inventive covers. Performance is a major part of the course, putting skills into action.

Prerequisite: One year's experience on guitar, keyboard, drum set, and audition required

### **Chamber Music**

A performance class for advanced students in strings, winds or piano, that incorporates repertoire and practice for multiple performances throughout the year. Study includes standard repertoire for many musical settings, string quartet literature, and mixed chamber ensemble pieces. Students must enroll concurrently in String Orchestra, Studio Winds, or Piano, as appropriate.

Prerequisite: by audition or instructor permission only

### **Advanced Guitar**

Advanced Guitar moves into more complex songs, multi-part guitar ensembles, and more advanced improvisation. Successful players can move to the Jazz and Pop Combos in the Commercial Music Program or repeat Advanced Guitar. The music and skills covered in the class enable new material even if taken multiple times! The Guitar Classes Concerts will feature the class and also a Jazz Guitar Ensemble if the students audition successfully!

Prerequisite: Intermediate Guitar or Audition

### **Advanced Jazz Combo**

Advanced Jazz Combo develops the skills to perform on the professional level. Music theory, advanced improvisation, accompaniment, and the practical skills needed to perform for the public are covered and mastered. Jazz repertoire is also built. There are a minimum of three concerts with the Intermediate Jazz Combo. In addition, there are many outreach performances outside of school for the public. Most of our Advanced Jazz students are able to play professionally!

Prerequisite: Intermediate Jazz Combo or by audition

### **Advanced Percussion**

The scope of this course is large. While in Advanced Percussion you will study all of the techniques that are commonly utilized as a professional percussionist. In addition to daily rehearsals, you will also be responsible for a weekly private lesson during which you will study solo techniques and dedicate private time to some of the more challenging passages in your current ensemble literature.

Prerequisite: Audition required

### **Advanced Percussion Ethnic**

In this course, we will study and perform percussion music that is not rooted in western culture. It is my intent that student that take this class not only understand how to play non-western percussion instruments, but that they also understand the roles of ethnic percussion in western musical environment. In this class, there will be heavy emphasis on steel drum performance, but we will also perform and discuss other areas of non-western percussion.

Prerequisite: Audition Required

### **Studio Winds**

This ensemble class develops playing proficiency and includes several performance opportunities for high school level wind players. Band students will learn professional skills needed as woodwind and brass performers in concert band, studio/symphony orchestra, jazz/pop combo, small ensembles, and as soloists. Students are encouraged to continue performing as college or professional players. Public performance is a major requirement of the course.

Prerequisite: Audition Required

Fees: Travel and event fees apply as warranted

### **String Orchestra**

This ensemble class develops playing proficiency and includes several performance opportunities for high school level string players. String Orchestra students will learn professional skills needed as string performers in a string orchestra, studio/symphony orchestra, jazz/pop combo, small ensembles, and as soloists. Students are encouraged to continue performing as college or professional level players. Public performance is a major requirement of the course.



Prerequisite: Audition required.

Fees: Travel and event fees apply as warranted

### **Drum Set**

For the drummer specifically interested in set playing, covering basic and advanced skills in rock, jazz, and other styles. Drum set is common to all forms of commercial and popular music, and the skills required are distinct from percussion and percussion ensemble playing. Students focus on playing set, and developing the multi-limb coordination required to be a good set drummer. Various styles of music which use drum set are explored.

Prerequisite: Instructor permission required

### **Piano Seminar**

Piano Seminar is a course provided to students preparing for college and careers in music. The focus of the course is on piano proficiency. Students also receive necessary instruction in the subjects of music theory and history, and develop life-long music appreciation and evaluation skills.

Prerequisite: Students must receive permission (signature) from the instructor to take this course. No audition is necessary, just permission.

### **Music Seminar 1**

This course is designed to help students prepare for professional or collegiate level music careers by building skills in music theory, career and employment skills, and communication skills. Real-world, hands-on projects and assignments reflect the actual standards in college, the industry, and community. Students are challenged to work independently and take the initiative as would occur in the music business.

Prerequisite: None. Music majors only

### **Music Seminar 2**

This course is designed to help students prepare for professional or collegiate level music careers by building on skills and concepts from previous music theory study, career and employment skills, and communication skills. Real-world, hands-on projects and assignments reflect the actual standards in college, the industry, and community. Most of the subject matter will be studied in greater depth at the undergraduate level.

Students are challenged to work independently and take initiative as would occur in the music business.

Prerequisite: Successful completion of Music Seminar 1

### **Musical Engineering**

Students begin with the basics of engineering live sound and producing music electronically. They create, capture, edit, mix, and synchronize music tracks, incorporating them into audio and video. They study acoustics, reflection, reverberation, and all of the ways recording and electronic mixes are used in commercial recordings, and how to produce those effects themselves. The studio generates recordings of student work throughout the year.

## **Theatre**

### **Theatre 6**

This is an introductory class required for all 6th graders with a focus on extending each student's ability to speak in public, as well as their basic understanding of theatre as an art form. Students will accomplish this task by reading plays, improvising scenes, studying various performance aspects and learning to constructively criticize staged work. The role of the actor is also explored in this class through both written work and performance. Students will explore various theatre jobs in design, technical and creative positions, as well as be introduced to basic theatre terminology and etiquette.

### **Theatre 7**

This is an introductory class required for all 7th graders that builds upon their knowledge from Theatre 6. Students will extend their public speaking and performance abilities by participating in theatre movement, reading plays, improvisation, as well as learning to critique performances in a constructive manner. The role of the actor is explored in their creation and performance of an original monologue. Additionally, students will further their knowledge of theatre jobs by practicing elements of makeup, sound, lighting, costume, projection and scenic design.

### **Theatre Arts 1**

A first step in pursuing Theatre as a major, the goal is to create an uniform cadre of students in both performing and technical theatre.

## **Theatre Arts 2**

Theatre Arts 2 focuses on acting outside of your comfort zone. Building on the acting fundamentals from junior high or Theatre Arts 1, students explore character development, headshots and resumes, as well as expanding their monologue repertoire. Students also study theatre history in depth and often participate in the senior high one acts.

Prerequisite: Acting 1-3 in junior high or Theatre Arts 1.

## **Musical Theatre**

Students will work on solo performances, duets and a staged-reading of a musical as well as studying musical theatre history across many decades, genres and significant composers and lyricists.

Prerequisite: Theatre Arts 2 & Senior Chorus

## **Acting 1 Jr.**

Designed to introduce 6th, 7th and 8th graders to the basics of acting: movement, vocalization, improvisation, ensemble work, character development, monologues, scene study, script analysis, Shakespeare, theatre styles and audition techniques.

## **Acting 2 Jr.**

Students in Acting 2 build on their knowledge from Acting 1. They explore writing and creating their own pieces, blocking notation, movement, vocalization, improv, script analysis, and monologue work. Students in Acting 2 also explore Shakespeare in depth as well as Commedia Dell' Arte, creating original, ensemble pieces for both genres.

Prerequisite: Successful completion of Acting 1

## **Acting 3 Jr.**

This course builds on the skills learned in Acting 1 and 2 and applies them to more performance based projects. Students will present a one act play in the Fall as well as working on a variety of self-written scene work and integration projects throughout the year.

Prerequisite: Successful completion of Acting 2 or teacher discretion by audition.

### **Intermediate Acting**

This course builds on the basic Theatre foundation with emphasis on character development, audition preparation, building a repertoire of appropriate material, text analysis and play reading. Advanced Acting: The culminating course for TSA acting students, the course includes performing and directing projects and the presentation of a comprehensive portfolio.

Prerequisite: Theatre Arts 2

### **Advanced Acting**

Advanced Acting is the culminating course for TSA acting students. The course includes performing and directing projects, the opportunity to visit New York City, and the presentation of a comprehensive portfolio that is both digital and physical. Students looking to receive a theatre certificate will complete a senior project that consists of 15 minutes of their own work, performed in front of an audience.

Prerequisite: Intermediate Acting

### **Costume Technology**

Costume Tech introduces the student to hand sewing, machine sewing, serging, basic costume design, renderings, and other costumer's possibilities. Students will complete at least four projects over the course of the year. Some time will be dedicated to working on TSA productions as needed. *Being on a tech crew is strongly suggested as part of the course. If not possible, alternate assignments will be completed.*

### **Costume Design**

Costume Design reinforces the skills of hand sewing, machine sewing, serging, costume design, renderings, and other costumer's possibilities. Students will research and demonstrate an understanding of the various fashion trends throughout the decades. Students will complete at least four projects over the course of the year. Some time will be dedicated to working on TSA productions as needed. Lab hours outside of the classroom are required and will add up to no less than nine hours per quarter.

Prerequisite: Costume Tech and instructor permission

### **Junior Theatre Technology**

A class for junior high students who have an interest in the technical and backstage world. The students explore a mix of both the practical and creative elements of the technical theatre.

### **Production Technology**

A class for students interested in the technical and backstage world. Students will be provided with a basic knowledge of many technical theatre elements in a hands-on approach.

### **Theatrical Design**

This course introduces advanced theatre students to design within theatrical and commercial productions. The students explore the facets of scenic, lighting, and sound design.

Prerequisite: Successful completion of Production Technology

### **Video Production**

The goal of this course is to prepare students for a collegiate level film studies and production course. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos. Class size is limited.

### **Video Production 2**

This course will further prepare students for a collegiate level film studies and production course, and for employment in the video production field. In blending theory with technique, the students learn to create independent and collaborative videos using Final Cut Pro X and a variety of digital devices. With a focus on the relationship between form and content, students gain the understanding of critical analysis and cinematic expression by means of discussions, essays/reviews and the creation of various kinds of videos. Work with community clients may be included. Class size is limited.

Prerequisite: Video Production

### **Video Production 3 (Broadcasting)**

In this course, students will develop bi-weekly pre-recorded and live news episodes that exhibit skills within the technical aspects of television broadcasting. Instruction includes ways of structuring episodes, developing material for segments, performing for the camera, directing, camera operations, audio and video editing, as well as lighting techniques.

# Visual Arts

## **Visual Arts 6**

This class is designed to help students become better artists and better at observational drawing skills! Students are taken through the process of learning how to look at objects in a way that helps you understand how to draw more realistically. They will learn all about the right side of your brain, and discover what it means to draw with that side. On the first day student draw a self portrait without any guidance. For the final exam, they will also do a self portrait using the tools, ideas and skills learned during the semester. The difference is amazing! Contour lines, negative space, value, and shading are just a few terms students become very familiar with!

## **Visual Arts 7**

7th grade art will emphasize exploration, analysis, and investigation of the creative process. Students develop technical skills that empower them to communicate ideas visually, with the focus on realistic and abstract representations of their environment. Students will be introduced to elements and principles of art and create artworks using a variety of 2 and 3 dimensional media. Art students develop technical, perceptual, expressive, critical and problem-solving skills.

## **Art Explorations: Around the World**

Art Explorations is an art elective for junior high visual art students. This class is attended by students in grades 6th-8th. In this version of Art Explorations, students will learn about the traditional art of non-Western cultures from around the world while improving their art skills with a wide variety of mediums.

Part of a three year rotation. This course will only be available once for students during grades 6-8.

## **Art Explorations: Discovering Media**

Art Explorations is an art elective for junior high visual art students. This class is attended by students in grades 6th-8th. This course covers a variety of both 2- and 3-dimensional methods and materials, while introducing students to American artists of the 20th Century.

## **Art Explorations: Past & Present**

Art Explorations is an art elective for junior high visual art students. This class is attended by students in grades 6th-8th. This course focuses on the history of European art from Ancient Rome to Impressionism.

Part of a three year rotation. This course will only be available once for students during grades 6-8.

### **Art Foundations**

In this class students will explore the basic fundamental elements of visual images through various art media including drawing, painting, sculpture, and mixed media. There is a strong emphasis on the history and architecture of the Western Art World. Time periods and styles covered include: Jewish, Early Christian and Byzantine Art, Middle Ages, Renaissance, Baroque and Rococo, Neoclassicism, Romanticism and Realism, Art of Late 1800. Observational drawing is taught, utilized and reinforced daily. Students are expected to keep an artist journal and complete specific requirements every quarter.

### **Studio 1**

Studio 1 covers early 20th century European art movements through a combination of lectures and art projects incorporating a variety of mediums. Drawing skills and compositional techniques are emphasized and enhanced throughout the year-long course.

Prerequisite: Art Foundations, or 3 years visual art electives in grades 6-8, or by instructor permission.

### **Studio 2D**

Studio 2 develops students' two-dimensional skills and portfolios. The class focuses on advanced techniques in drawing, printmaking, and painting mediums. Emphasis is on high-level observational drawing technique as well as development of a personal style.

Prerequisite: Studio 1. Studio 1 and Studio 2D may NOT be taken simultaneously.

### **Studio 3D**

Studio Art 3 provides students the opportunity to work in 3-dimensional mediums to create various types of artwork. During even-numbered school years (2014-2015, 2016-2017, etc.), content is based in clay, creating both functional (pottery) and sculptural artwork. Handbuilding, potter's wheel, molding, and additive/subtractive sculpting, as well as various surface decoration techniques including glaze, underglaze, paint, carbon deposit, etc.



During odd-numbered school years (2015-2016, 2017-2018, etc.), content is based in metal and other complementary materials used to create jewelry, sculpture and other small works of art.

Fabrication, casting, and carving will be forming techniques used, as well as various surface decoration techniques including enameling and surface patinas. Examination of contemporary work in the mediums by various artists is a regular part of instruction.

*NOTE: students may take the course twice (consecutive years) so as to explore the use of all 3-D materials and processes presented in the course.*

Prerequisite: Studio Art 1 (C- or higher), or equivalent, or by instructor permission.

### **Studio 3D: Glass**

Students explore the medium of glass, and elements of design and production. Using a variety of techniques including slumping, screen-printing, and a wide variety of glass elements, they create kiln-formed work both for their personal achievement and for sale within the school's gallery/store. The basics of graphic design are included.

### **Studio 4**

Studio Art 4 provides students with the opportunity to create a strong portfolio for submission to colleges for admission to their art program, scholarship opportunities, and non-school art education facilities that require a portfolio for participation. The class also provides assistance to the student in selecting an area of artistic focus for study in college, college selection research, and applications for scholarship funds. Students in the course are typically asked to work on TSA and community visual art projects. Photo and graphic design focus students are encouraged to enroll in Studio Art 1 and Studio Art 2 prior to participating in Studio Art 4, as the majority of work created will be in traditional 2-D media (drawing, painting). A medium not included in other studio art track courses is also studied during the year. Past mediums have included architecture, functional product design and construction, and alternative materials sculpture. Examination of contemporary work by various artists will also be undertaken throughout the course of the year.

### **Graphic Design Jr.**

During the first semester, students will be studying the Microsoft Office Suite – Microsoft Word, Microsoft Excel and Microsoft PowerPoint as well as hardware and Internet usage. During the second semester, students will explore the following software, Adobe Ideas, Illustrator, Photoshop Touch, Photoshop, and iMovie. Instruction is geared

toward educating and assisting the student in computer terminology and proper use, internet safety, keyboarding, formatting of documents, spreadsheet development, computer based presentations and other basic word processing and page layout applications. Exploration of the Adobe Creative Suite software will develop software knowledge. Design terminology and process will also be explored.

### **Graphic Design 1**

This broad spectrum course will teach software and hardware use through a variety of projects. Students will gain exposure to Adobe Design software, print and scanning hardware, and technical processes used in the design industry. Beginning students spend the first year learning Illustrator, Photoshop, and InDesign, applying their creativity to build conceptual development skills. General topics explored include graphic print design, typography, and the use of digital photography, scanners and printers. Students work on projects that enhance their knowledge of typography, composition, components and conceptual processes which will include logo design, packaging design, poster design and a variety of projects that will enhance the creation of these products.

Prerequisite: Art Foundations, or 3 years visual art electives in grades 6-8, or by instructor permission.

### **Graphic Design 2**

Building on their Design 1 experience, students will gain greater exposure to the use of software, hardware, and technical processes used in the design industry as well as working with clients while applying their creativity and building conceptual development skills. General topics explored will include graphic print design and typography along with the use of digital photography, scanners and printers. Students will be working on projects that enhance their knowledge of typography, composition, components and conceptual processes. Intermediate students will be working with clients from the school and perhaps from outside the school. This process will be invaluable as they get to interact with clients in a Design Studio Experience.

Prerequisite: Successful Completion of Graphic Design 1.

### **Graphic Design 3**

Building on their Design 2 experience, students will gain exposure to a variety of design problems and experience more client interaction while applying their creativity and building conceptual development skills. General topics explored will include graphic print design and typography. They will also be working on designing for different printing processes like silkscreen as well as some printing. Advanced students will be working

with clients from the Toledo area and the school. This process will be invaluable as they get to interact with clients in a Design Studio Experience.

Prerequisite: Successful completion of Graphic Design 2

### **Photography 1**

Photography 1 presents a curriculum that covers the fundamentals of the photographic medium. Students will explore photographic art through the almost magical use of black and white film and darkroom based printing processes. Camera operation, composition construction, and controlled lighting techniques are covered, and applicable to digital camera photography as well. Development of the student's ability to express their ideas through the art form is an objective that is also focused upon in the course. Additionally, the course explores photographic processes from earlier times, the photos and lives of notable photographers, and the effect of photography on our culture. Cameras and consumable photographic materials (film, photo paper) are provided by TSA.

### **Photography 2**

Photography 2 presents a curriculum that is aimed at increasing the student's skills in the use of the photographic medium, as well as furthering their skill development in artistic expression. Students will enhance their photographic imaging skills through the use of film and darkroom based printing processes, and the use of digital cameras and imaging software. Shooting assignments are undertaken in the studio and at existing locations. The course focuses on image making for fine art and commercial purposes. The course also explores photographic processes from earlier times, the photos and lives of notable photographers, and the effect of photography on our culture. Film cameras and consumable photographic materials (film, photo paper) are provided by TSA. Students must have a digital camera for use in the course. Acceptable digital cameras include small amateur cameras, DSLR, iPad, and cell phones with a camera feature.

Prerequisite: Successful completion of Photography 1 (C- or higher), or by instructor permission.

### **Photography 3**

Photography 3 presents a curriculum that is aimed at increasing the student's skills in the use of the photographic medium, as well as furthering their skill development in artistic expression. Students will enhance their photographic imaging skills through the use of film and darkroom based printing processes, and the use of digital cameras and imaging software. Shooting assignments are undertaken in the studio and at existing

locations. The course focuses on image making for fine art and commercial purposes. The course also explores photographic processes from earlier times, the photos and lives of notable photographers, and the effect of photography on our culture. Film cameras and consumable photographic materials (film, photo paper) are provided by TSA. Students must have a digital camera for use in the course. Acceptable digital cameras include small amateur cameras, DSLR, iPad, and cell phones with a camera feature.

Prerequisite: Successful completion of Photography 2 (C- or higher), or by instructor permission.

#### **Photography 4**

Photography 4 presents a curriculum that is aimed at increasing the student's skills in the use of the digital photographic medium, as well as furthering their skill in communicating through the medium. Students will enhance their photographic imaging skills through the use of digital cameras and imaging software. Limited film and darkroom work will also be included. Shooting assignments are undertaken in the studio and on location. The course focuses on image making for commercial and fine art purposes including high-end personal and corporate portraiture, and alternative fine art imaging. Film cameras and consumable photographic materials are provided by TSA. Students must have a digital camera for use in the course. Acceptable digital cameras include small amateur cameras, DSLR, iPad, and cell phones with a camera feature. Examination of photographs created by contemporary artists will also be undertaken throughout the course of the year.

Prerequisite: Successful completion of Photography 3 (C- or higher), or by instructor permission.



## **School-Sponsored Publications**

The school may sponsor student publications as a means for students to learn, under adult direction, the rights and responsibilities of the public expression in a free society.

Such publications also play a vital role in the school's program by:

1. presenting students and the school to the community;
2. serving as a public relations media;
3. developing skills in communicating via the mass media; and
4. developing acceptable methods for preserving the constitutional provision of free speech.

In sponsoring a student publication, the school is mindful of the fact that it could be available to any student attending the school, and must, therefore, generally be suitable for all students.

Issues on which opposing points of view have been promulgated by responsible opinion may be introduced in a school sponsored publication provided equal opportunity is given to present each view and provided further that the material generally is acceptable to this community.

Advertising may be permitted in school newspapers, yearbooks, programs, etc. which are published by student organizations. Permission must be given by the Principal or his/her designee.

The school reserves the right to designate and prohibit the publications or productions, which are not protected by the right of free expression because they violate the rights of others. Such unprotected materials are those which:

1. are grossly prejudicial to an ethnic, religious, racial, or other delineated group;
2. libel any specific person or persons;
3. seek to establish the supremacy of a particular religious denomination, sect, or point of view over any other religious denomination, sect or point of view; and
  - a. advocate the use or advertise the availability of any substance or material which may reasonably be believed to: constitute a direct and substantial danger to the health of students;

- b. contain obscenity or material otherwise deemed to be harmful to impressionable students who may receive them; and
- c. incite violence, advocate the use of force or urge the violation of law or school regulations.

The school also prohibits publications and productions which:

1. Fail to identify the student or organization responsible for distribution; and
2. Solicit funds for non-school organizations or institutions when such solicitations have not been Board-Approved.

The decision as to whether or not something is published or produced shall be made by the advisor with appeal to the Principal or his/her designee.

### **School-Sponsored Trips**

Students may be charged fees for School-sponsored trips but no student shall be denied participation for financial inability, nor shall nonparticipation be penalized academically.

Students on all School-sponsored trips remain under the supervision of the school and are subject to the school's administrative guidelines and policies.

The Principal has discretion in determining whether students will be allowed to participate in a School-sponsored trip. When a student has had disciplinary issues, the student may be denied participation in school trips.

### **Student Employment**

The Board believes that attendance at school should occupy a student's full attention and should take precedence over non-school-related employment.

If a student must work while attending school, she/he should receive counseling and assistance in seeking appropriate job opportunities and in correlating work schedules with school studies and activities. The Principal or his/her designee should monitor any non-school related employment in order to determine the effects on school performance.

The Principal or his/her designee shall prepare guidelines which will ensure that all students employed in out-of-school jobs are monitored by staff regarding school attendance and achievement in order to determine the effects on school performance of the student assuming out-of-school work commitments.

## **Inclement Weather/Snow Days**

If school is cancelled due to snow, ice, heat, cold, or other serious conditions every attempt will be made to notify local news media as soon as possible, as well as to post a notification on the TSA Schoology website. TSA makes every attempt to stay open and often holds school even when many local districts delay or cancel. If TSA does cancel or delay, the school will be listed on the local television stations' tickers. If it is not, school will operate as usual. Please consult the television or Schoology rather than calling the school or the staff to find out if classes will be held on a given day.

Teachers are expected to post assignments to Schoology after the 3<sup>rd</sup> Inclement Weather or Snow Day, and students are expected to complete assignments as assigned.

## **Calamity Day Make-up**

Prior to August 1 of each school year, the Board may adopt a plan that requires students to access and complete classroom lessons posted on the school's website in order to make up hours in that school year on which **it is** necessary to close the School for any of the following reasons:

1. Disease epidemic;
2. Hazardous weather conditions;
3. Law enforcement emergencies;
4. Inoperability of school buses or other equipment necessary to the school's operation;
5. Damage to the school building; or
6. Other temporary circumstances due to utility failure rendering the school building unfit for school use.

A plan adopted by the Board shall provide for making up any number of hours, up to a maximum of the equivalent of three (3) school days. The plan must provide for the following:

1. Not later than November 1, each classroom teacher shall develop a sufficient number of lessons for each course taught by the teacher that school year to cover the number of make-up hours specified in the plan. The teacher shall designate the order in which the lessons are to be posted on the school's website in the event of a school closure.

2. To the extent possible and necessary, a classroom teacher shall update or replace, based on current instructional progress, one or more of the lesson plans before they are posted

on the website.

3. As soon as possible after a school closure, a school employee responsible for website operations shall make the designated lessons available to students on the school's site. A lesson shall be posted for each course that was scheduled to meet during the hours of the closure.

4. Each student enrolled in a course for which a lesson is posted on the site shall be granted a two-week period from the date of posting to complete the lesson. The student's classroom teacher shall grade the lesson in the same manner as other lessons. The student may receive an incomplete or failing grade if the lesson is not completed on time.

### **Tutoring Services**

Homework Center-This service is reserved for 6<sup>th</sup> grade students only. Students demonstrating academic deficiencies or difficulties are invited to this after school initiative facilitated by 6<sup>th</sup> grade faculty. Students meet M-Th after school and receive direct tutoring and instruction on classroom projects or homework.

Study Tables- Open to any TSA student. This service provides a quiet after-school study space for students, which is also facilitated by TSA faculty.

Peer Tutoring- Students are selected through a rigorous application process to provide one-on-one or small group tutoring instruction to those students seeking academic improvement. Participation is open to any TSA student.

Reading Center- This initiative is a co-facilitated by ELA faculty and Intervention Specialists. This is a reading intensive program that focuses on differentiated instruction and small group instruction. This program is available to Junior High students at TSA.

One-on-One Tutoring -This after-school initiative is open to any TSA student and provides one-on-one instruction with classroom teachers.



2023-2024

## *Toledo School for the Arts Clubs*

### **Ambassadors**

Who Advises: Bethany Urbanski and Dave Gierke

Email: [Burbanski@ts4arts.org](mailto:Burbanski@ts4arts.org)

Who is involved:

A. The TSA Ambassador Organization shall be open to all TSA students grades 7-12.

B. Members shall meet and maintain the following requirements:

1. Must have completed one full year at TSA

2. The designated number of service requirements, detailed in Section III.

3. Earn a minimum of a 3.25 grade point average each grading period.

a. Should a student's GPA fall beneath a 3.25, they will be suspended from Ambassadors. If, at the next grading period, their grade point average is again above a 3.25, they may reapply for membership at the start of a new grading period. They will be permitted to have 2 fewer service requirements for each grading period they were suspended.

4. Have no D's or F's for each grading period (excluding exams).

a. Should a student receive a D or F, but their grade point average is still above a 3.25, they shall be considered probationary.

i. A student with probationary status can still participate in meetings and on Schoology, but may not be pulled out of class for any reason related to Ambassadors. If they still have a D or F (even in a different class) or a GPA below the 3.25 requirement at the next grading period, their membership rights will be revoked.

ii. They are permitted to reapply the next school year if their GPA has risen to 3.25+.

5. Have no Level II or III Offenses

a. Any student who commits at Level II or III offense will be permanently removed from Ambassadors.

b. Any students who have committed more than one Level I offense will be subject to removal based on the discretion of the Principal and the Director of Student Affairs.

C. Potential members may join at the start of the school year

D. Membership roles carry over each year if the students ended the year previous with the necessary grade point average, no D's or F's and no disciplinary issues.

E. Must attend at least half of the meetings scheduled for the school year. Meetings are planned 2 per month Sept. – May. If meetings are cancelled, it will be posted on Schoology by the Monday before.

1. Absences will be excused for the following reasons:

a. TSA excused absences

b. Pre-scheduled conflicting club meetings (must inform officers by Mon. before the meeting)

c. TSA approved pre-planned absences

- d. Emergency necessity approved by Ambassador leadership
- e. Conflicting college classes

2. Absences will be unexcused for the following reasons:

- a. Absences that do not meet the above excused absence requirements

When: Eligible students are invited to apply at the beginning of each school year via email.

Where: TSA

How: Application process

### **Anime Club**

Who Advises: Evin Daniels

Email: [Edaniels@ts4arts.org](mailto:Edaniels@ts4arts.org)

Who is involved (grades, auditions, memberships): Grades 6-12 are welcome. For anyone who loves and appreciates anime.

When: Last year we had them on Tuesdays after school until 4 but that is subject to change this year. It will be discussed the first week of school with the club officers.

Where: Room 102

How: Students can join the Schoology page for updates on when meetings will start or if there is an event coming up.

### **Black Leadership Alliance (BLA)**

Who Advises: Erica Leverette-Traore (along with Alumni and Community Members as panel Advisors)

Email: [eleverette@ts4arts.org](mailto:eleverette@ts4arts.org)

Who is involved (grades, auditions, memberships): 6-12 graders

When: alternate Mondays / Wednesdays

Where: TBD

How: student voluntary involvement

### **Board Game Club**

Who Advises: Mel Prior

Email: [mprior@ts4arts.org](mailto:mprior@ts4arts.org)

Who is involved (grades, auditions, memberships): Middle School

When: Fridays 3-3:45 (See Schoology Group for meeting dates!)

Where: 118

How: Students may drop in to participate. Join the Schoology Group to see meeting dates:

[N3K7-7J87-ZBQMF](#)

### **Cosplay Club**

Who Advises: Angie Patchett

Email: [apatchett@ts4arts.org](mailto:apatchett@ts4arts.org)

Who is involved (grades, auditions, memberships): 6-12th grade no auditions

When: not set yet

Where: room 211

How: Schoology group notifications

### **Culinary Club**

Who Advises: Erin Lottier and Jamie Dauel

Email: [elottier@ts4arts.org](mailto:elottier@ts4arts.org) or [jdauel@ts4arts.org](mailto:jdauel@ts4arts.org)

Who is involved (grades, auditions, memberships): 6-12. No auditions, no memberships. Club attendance capped at 16 students per meeting. Students sign up for each meeting, first come first served

When: 2nd Friday of the month

Where: Above Market on the Green (walk down together)

How: Pay attention to the updates on Schoology and respond to updates as necessary (Schoology is a class to join) SPACE IS LIMITED

**Class Code: QJWW-N4GH-Q3GVC**

### **Dance Team**

Who Advises: Amanda Nye and Zoe Parsons

Email: [ablanc@ts4arts.org](mailto:ablanc@ts4arts.org) and [zparsons@ts4arts.org](mailto:zparsons@ts4arts.org)

Who is involved (grades, auditions, memberships): 9-12 graders by auditions

When: started over the summer, will be meeting Tuesdays and Sundays

Where: TSA first floor or fourth floor studio

How: audition process

### **Dungeon & Dragons**

Who Advises: Zann Campbell-Johannes

Email: [zjohannes@ts4arts.org](mailto:zjohannes@ts4arts.org)

Who is involved (grades, auditions, memberships): All students in all grades

When: Thursdays, 3-4:30pm (may switch to every other week)

Where: Room 215

How: Schoology group notifications and announcements at the beginning of the year

### **Envirothon**

Who Advises: Pam Haywood-Imbrogno

Email: [Phaywood@ts4arts.org](mailto:Phaywood@ts4arts.org)

Who is involved (grades, auditions, memberships): any interested students in grades 9-12

When: Wednesday afternoon 3:15-4:30pm

Where: Room 303

How: Students can come to our first meeting of the year or stop in and let Mrs. Haywood-Imbrogno know you are interested in participating. This is a competitive team that represents TSA in our region.

### **Homework Center**

Who Advises: Mel Prior

Email: [mprior@ts4arts.org](mailto:mprior@ts4arts.org)

Who is involved (grades, auditions, memberships): 6th graders struggling academically or organizationally come to Homework Center. NJHS members work with 1-3 6th grade students at each meeting. This is not a club but a placement where attendance is required.

When: Tuesdays, Wednesdays, and Thursdays from 3-4pm

Where: 118

How: Students and parents/guardians are contacted by Ms. Prior after checking grades, discussed at grade level meetings, and sometimes through Mrs. Bayus's recommendation. Students showing improvement may move out of the program usually at the end of a quarter.

### **Mariachi**

Who Advises: Alex Munson and Lucas Madrazo

Email: [amunson@ts4arts.org](mailto:amunson@ts4arts.org)

Who is involved: Students with at least 1 year of experience on violin, viola, guitar, guitarron, cajon wanting to dive into traditional mariachi music. Students will perform gigs throughout the school year, and at Kaleidoscope.

Where: 3-4 in Choir/Orchestra Room

How: Students can join using the following Schoology code: V7X22-CDDX8. Our first informational meeting will be **Thursday, August 24th** after school until 4:00pm in the Choir/Orchestra room.

### **Mindful Mondays**

Who Advises: Jenn McCullough, Mindfulness Educator

When: Permission slips **are required for this group** that meets most Mondays.

**Email CJ if interested in obtaining a permission slip. Email: [ccampbell@ts4arts.org](mailto:ccampbell@ts4arts.org)**

Where: 206

Who is involved: Any student interested in

- Ways to deal with stress and difficult emotions
- Practicing relaxation techniques
- Improving their focus and attention
- Developing compassion for self & others

How: Join Schoology group code HSNB-N28G-924N8 for more information

### **National Junior Honor Society**

Who Advises: Mel Prior

Email: [mprior@ts4arts.org](mailto:mprior@ts4arts.org)

Who is involved (grades, auditions, memberships):

1. Membership
  - a. Candidates eligible for selection to this chapter must be members of the sixth, seventh, or eighth grade class.
  - b. To be eligible for selection to membership in this chapter, the candidate must have been enrolled for the previous three quarters at Toledo School for the Arts.
  - c. Candidates eligible for selection to the chapter shall have a minimum yearly grade point average of 3.75 on a 4.0 scale as shown on the official 3rd report card.
  - d. Upon meeting the grade level, enrollment, and GPA standards, candidates shall then be considered based on their service, leadership, citizenship, and character.
2. Article V: Selection of Members:
  - a. Section 1. Sixth-Eighth grade students who meet eligibility requirements above are invited to be considered for selection into the chapter.
  - b. Section 2. Students are asked to submit an application which outlines their strength related to the five standards of the National Junior Honor Society (leadership, citizenship, service, scholarship, and character).
  - c. Section 3. The faculty shall be requested to evaluate candidates determined to be scholastically eligible using the official evaluation form provided by the chapter advisers.
  - d. Section 4. The Faculty Council, consisting of the faculty advisors and the principal, shall review the candidates' letters and faculty evaluations in order to determine membership.
  - e. Section 5. Candidates become members when inducted at a special ceremony in the spring.
3. Article VI: Obligations of Members:
  - a. Section 1. Annual dues for this chapter shall be \$25. Dues will be payable to the chapter within the first quarter of the school year.
  - b. Section 2: Each member of this chapter is required to attend twice monthly meetings before school which shall be on Tuesdays. Additional meetings may be called based on the needs of specific committees on which various members may serve.
  - c. Section 3. In the event a student is unable to attend a monthly meeting, notification from the student to the chapter advisor and secretary is necessary to excuse the absence. Members must check in with a faculty advisor or NJHS officer for details of the missed meeting.
  - d. Section 4. Each member of this chapter is required to participate in one school-sponsored community service project each quarter, and is also required to

participate in 10 additional hours of community service each school year within the community.

- e. Section 5. Each member of this chapter is required to maintain a quarterly GPA of 3.75
4. Article VII: Officers:
  - a. Officers will be nominated by newly inducted members and current members at the NJHS meeting after induction. All current members will vote for officers at the last meeting of the school year. Officer positions are: President, Vice President, Secretary, Treasurer, Historian, Parliamentarian. If officers do not attend meetings or fulfill roles during each quarter they may be voted out of their position. See Article X.
5. Article VIII: Meetings: NJHS members will attend meetings twice a month but not to exceed 3 times a month. Meetings will be on Tuesday mornings unless otherwise stated or planned in accordance with upcoming events, holidays, etc.
6. Article IX: Activities: NJHS will work towards a goal of one outreach/charity/fundraiser activity per quarter. Not to exceed 2 events per quarter. Members are required to do 2.5 service hours per quarter and to submit the log to the coordinating assignment on Schoology by the last day of the quarter.

When: Alternating Tuesdays twice a month from 7:30 am until 7:55am.

Where: 118

How: Ms. Prior reaches out to eligible students to apply. Selecting members is done through an evaluation process by teachers of students who apply in grades 6-8. Members are selected based on scores by the Faculty Council.

### **National Honor Society**

Who Advises: Mark Allred

Email: mallred@ts4arts.org

Who is involved (grades, auditions, memberships): 11th and 12th graders

When: 2nd and 4th Tuesdays at 7:30am

Where: Room 312

How: Meetings are set by bylaws. Schoology group for updates

### **Neurodiversity Group**

Who Advises: Carol Kutcher

Email: ckutcher@ts4arts.org

Who is involved (grades, auditions, memberships): Any grade. Students who identify as neurodivergent and who want a tailored space to study after school.

When: Tuesday and Thursday from 3 to 4 pm

Where: Rooms 316 and/or 306

### **Prism**

Who Advises: Carlyn Campbell-Johannes and Zann Campbell-Johannes

Email: [ccampbell@ts4arts.org](mailto:ccampbell@ts4arts.org) or [zjohannes@ts4arts.org](mailto:zjohannes@ts4arts.org)

Who is involved (grades, auditions, memberships): All students in all grades

When: First and third Friday of every month from 3:00 - 4:00

Where: Room 205

How: Information about meetings will be posted to Schoology

### **Prom Committee**

Who Advises: Lexie Beamer / Stacey Bowers

Email: LBeamer@ts4arts.org

Who is involved: 11-12 graders by selection after application

When: TBD - likely once a month before school (last year was Wednesday mornings at 7:30, I'd like to keep that if no conflicts)

Where: Room 333

How: Information will be posted to Schoology group once committee is selected

### **Quiz Bowl**

Who Advises: Ken Burchett Housholder

Email: [Kburchett@ts4arts.org](mailto:Kburchett@ts4arts.org)

Who is involved (grades, auditions, memberships): Students in grades 9-12, talk to Mr. Burchett about qualifications

When: Practices after school on Tuesdays and Fridays, Matches are often on Mondays, but tournaments and television show tapings are also scheduled as necessary

Where: Room 305 (Mr. Burchett's Room)

How: Represent TSA in competitions at local, regional, state and national levels

### **Roots and Shoots**

Advisor: Lydia Horvath

Email : [lhovath@ts4arts.org](mailto:lhovath@ts4arts.org)

We will start with a focus on Jr. High, but any age would be welcome

When: Two thursdays a month after school, starting in September

Where: rm. 402

How: Please contact Ms. Horvath. We are a student-driven club seeking to do long-term service learning projects that benefit people, animals, and the environment, based on Jane Goodall's Roots and Shoots model.

### **Songwriter Club**

Advisor: Lucas Madrazo and Cait Leow

Email: [lmadrazo@ts4arts.org](mailto:lmadrazo@ts4arts.org) and [cleow@ts4arts.org](mailto:cleow@ts4arts.org)

Who is involved (grades, auditions, memberships):

When: 1st and 3rd Tuesdays of the month 3:10p - 4:30p

Where: The Appold Recording Studio 2nd Floor (Room 204)

How: Students may drop in to participate. For all levels of songwriters to explore the craft through exercises, writing prompts, workshops with guest artists, and open mic opportunities.

### **Spanish Club**

Who Advises: Susan DeNies

Email: [sdenies@ts4arts.org](mailto:sdenies@ts4arts.org)

Who is involved (grades, auditions, memberships): ANY

When: Mondays (approximately every 2-3 weeks)

Where: Room 309 (Maestra De Nies' room)

How: Meet for foods, games, speakers, dinner at Mex. restaurants....

### **Star Wars RPG (Role-Playing Game) Club**

Who Advises: Ryan Randolph

Email: [rRANDOLPH@ts4arts.org](mailto:rRANDOLPH@ts4arts.org)

Who is involved (grades, auditions, memberships): All students are welcome to attend.

When: Wednesdays, 3:05 PM - 4:30 PM (Subject to change, as this is a flexible group that works around schedules when we can. Watch Schoology group for updates/calendar events.)

Where: Room 109

How: Students may drop in to participate. They can also join the Schoology group for updates, meeting postings on the Schoology calendar, and other information (Code: J2C3-TR9R-C6NM9)

### **Student Council**

Who Advises: Heather Smietanski and Erin Lottier

Email: [hsmietanski@ts4arts.org](mailto:hsmietanski@ts4arts.org) or [elottier@ts4arts.org](mailto:elottier@ts4arts.org)

Who is involved (grades, auditions, memberships): grades 7-12, elected students

When: tbd after our first meeting of the year

Where: room 313

How: Student Council members are elected by their peers at the end of the school year, to serve for the following year. We are responsible for carrying out TSA's Homecoming dance each year, along with the Junior High dance and various volunteer opportunities.

### **Student Mentors**

Who Advises: Maggie Fawcett and Jessica Bayus

Email: [mfawcett@ts4arts.org](mailto:mfawcett@ts4arts.org) or [jbayus@ts4arts.org](mailto:jbayus@ts4arts.org)

Who is involved (grades, auditions, memberships): 9-12th graders only who qualify & apply at end of year for following school year.

When: Monthly

Where:

How: Student Mentors are high school students who mentor 6th grade students and new 7th and 8th grade students at TSA. We coordinate school events like 6th grade Unity Day, 8th grade Strut to High School, and many more! Students must apply to be a Mentor.

### **Study Tables**

Who Advises: Erin Lottier

Email: [elottier@ts4arts.org](mailto:elottier@ts4arts.org)

Who is involved: 7th-12th grades

When: Tues., Wed., Thurs from 3-4pm (runs late Sep - May.)

Where: Room 217

How: Students are welcome to attend any day

### **Thespians (Junior)**

Who Advises: Melissa Toth

Email: [mtoth@ts4arts.org](mailto:mtoth@ts4arts.org)

Who is involved (grades, auditions, memberships): Grades 6-8. All are welcome to attend meetings. To be inducted into thespians a student must earn points from being involved in theatrical productions (ex role, understudy, stage management) . Students must earn 10 points (5 from TSA).

When: Monthly

Where: Room 139 (Mrs. Toth)

How: Students can join the schoology group. All are welcome to attend. If you have any questions email [Mtoth@ts4arts.org](mailto:Mtoth@ts4arts.org)

### **Thespians (Senior)**

Who Advises: Amelia Lefevre

Email: [alefevre@ts4arts.org](mailto:alefevre@ts4arts.org)

Who is involved (grades, auditions, memberships): Grades 9-12, anyone who is interested. You can join for a membership by earning points.

When: Please join Schoology Group 899NR-WWZMH . Meetings are typically the second Friday of every month.

Where: Basement, Mrs. Lefevre's Room

How: Come to the meetings to enjoy improv, plans for fundraisers and State Thespian Conference, and sign up to work the Holiday Parade and Zombie Crawl!

**YMP (YuGiOh, Magic, and Pokemon card games)**

Who Advises: Elena Hayes and Evin Daniels

Email: shayes@ts4arts.org or edaniels@ts4arts.org

Students from all grades are welcome to attend.

When: Every Wednesday from 3:05-4:30

Where: Rm. 102, Mr. Daniels' Room

How: Please email the advisors for more details. We have club decks of cards so that anyone can play, even if they don't have any cards.



**ATTACHMENT 6.5**  
**RACIAL AND ETHNIC BALANCE**

1. Plan to achieve and continue racial and ethnic balance.



## **COMMITMENT TO BALANCE**

The Toledo School for the Arts ("TSA") is a public School with a mandated lottery and waiting list. This means that admissions are random. TSA also has a long waiting list every year, so it does not advertise for enrollment. To the fullest extent possible, TSA is committed to a student population that is reflective of the communities it serves.

TSA employs a diversity coordinator as a high level administrator. Additionally, TSA conducts visible and known outreach activities. Its First Friday performances reach guests from multiple communities, including Toledo and the surrounding areas. Performances are advertised and this provides a great deal of knowledge of the school and its offerings in an arts-based curriculum. Outreach programs continue throughout the summers and the TSA students have opportunities for summer work, increasing community knowledge in all demographics as to the schools unique curriculum and focus on the arts.

The admissions and lottery policies are posted on the school's website and accessible to the community.

## **ATTACHMENT 6.7**

### **STUDENT DISCIPLINE AND DISMISSAL PROCEDURES**

1. Policy for student conduct;
2. Policy for suspension, expulsion, and permanent exclusion, which must include the types of misconduct and due process related to these forms of discipline;
3. Policy for discipline, suspension, and expulsion of students receiving special education services; and
4. Policy for Positive Behavioral Interventions and Supports/Restraints and Seclusion

**271 Student Code of Conduct**

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

The Principal, Assistant Principal, and/or their Designee reserve the right to issue an emergency removal from school with intent to suspend or expel, moreover, progressive steps in the discipline process may be skipped for serious acts of misconduct at the discretion of the Principal, Assistant Principal, and/or Director.

The Director may expel a student from School, not to exceed 80 days, unless one year is specifically authorized, or, unless the student is permanently excluded under Policy 273.

**Academic Dishonesty**

Academic dishonesty at Toledo School for the Arts is defined as any form of cheating engaged in by a student for the purpose of academic deception. This may include, but not be limited to, the act(s) of:

- a. plagiarism,\*
- b. copying or stealing another's work or Internet materials,
- c. gaining unauthorized access to material, devices, or applications,
- d. falsifying information,
- e. using, submitting, or attempting to obtain data or answers dishonestly or by means other than authorized by the teacher.

\*Plagiarism is defined as the practice of taking someone else's work or ideas and passing them off as one's own. The following are considered to be forms of plagiarism when the source is not noted:

- Word-for-word copying of another person's ideas or words.
- Rewriting another person's ideas or words as your own.
- Fabrication of references (inventing or faking sources).
- Submission of another person's work as your own.
- Neglecting quotation marks on material that is a direct quote.

Students who engage in academic dishonesty are subject to consequences as deemed appropriate by their classroom teacher(s) in conjunction with school administration. These consequences include, but are not limited to:

- Point deduction on a quiz, test, paper, project, or homework assignment; a zero (0) or partial credit given on the assignment in question.
- Classroom detention.
- A teacher declining to write a letter of recommendation, or rescinding a recommendation after it has been sent with the reason listed as academic dishonesty.
- Loss of exam waiver.
- Conference with teacher(s), student, parent, counselor, and administrator.
- Suspension and/or exclusion from extracurricular activities including, but not limited to, student clubs/organizations, removal from student organizational officer positions, and/or disqualification from membership in the TSA Student Council or National Honor Societies.
- In-school suspension.

All academic dishonesty infractions are cumulative in both the junior (6th—8th grade) and senior (9th—12th grade) high but do not follow the student as they transition from junior to senior high school. Moreover, for both junior/senior high students, a full school year with zero (0) academic dishonesty infractions will result in previous academic dishonesty records not being considered for disciplinary measures.

### Corrective Strategies for Level I Offenses\*

*\*A Level I Offense could be upgraded to a Level II or Level III Offense, depending on the circumstances.*

District-wide Expectations What's Expected of Students	Expected Behavior What Students Should Do	Infractions of Expectations What Students Should Not Do	Choices to Address Student Infractions * These are not intended to be the only choices or sequential. * School officials will make selections in a least-restrictive and progressive manner as the law permits and the violation dictates.
BE TRUSTWORTHY	<ul style="list-style-type: none"> <li>• Be respectful</li> <li>• Make smart choices</li> <li>• Keep it clean</li> </ul>	<ul style="list-style-type: none"> <li>• Inappropriate Language</li> <li>• Minor Safety</li> </ul>	<ul style="list-style-type: none"> <li>• Teacher conference with Student</li> <li>• Re-teach the behavioral expectations</li> <li>• Create a behavior contract that includes expected student behaviors, as well as consequences for infractions and incentives for demonstrating expected behaviors</li> <li>• Have the student choose a method of apologizing or making amends to those harmed or offended. *Note: no forced apologies</li> <li>• Provide a reflective activity</li> <li>• Refer to intervention team</li> <li>• Office referral</li> <li>• Detention, during which student completes work and/or reflective activity</li> </ul>
BE SENSIBLE	<ul style="list-style-type: none"> <li>• Follow directions</li> <li>• Report problems to an adult</li> <li>• Communicate respectfully</li> </ul>	<ul style="list-style-type: none"> <li>• Dress Code Violation</li> <li>• Public Display of Affection (PDA)</li> <li>• Gambling</li> </ul>	
BE ARTISTIC	<ul style="list-style-type: none"> <li>• Be professional</li> <li>• Support others</li> </ul>	<ul style="list-style-type: none"> <li>• Trespassing</li> </ul>	

	<ul style="list-style-type: none"> <li>Keep it clean</li> </ul>	<ul style="list-style-type: none"> <li>Electronic and other Communication Devices Violations</li> </ul>	<ul style="list-style-type: none"> <li>ISS during which school work is completed</li> <li>File charges if law is broken</li> <li>Restitution</li> <li>Parent contact/conference</li> </ul>
--	---	---	--

### Corrective Strategies for Level II Offenses\*

*\*A Level II Offense could be upgraded to a Level III Offense, depending on the circumstances.*

District-wide Expectations What's Expected of Students	Expected Behavior What Students Should Do	Infractions of Expectations What Students Should Not Do	Choices to Address Student Infractions <small>* These are not intended to be the only choices or sequential. * School officials will make selections in a least-restrictive and progressive manner as the law permits and the violation dictates.</small>
BE TRUSTWORTHY	<ul style="list-style-type: none"> <li>Be respectful</li> <li>Make smart choices</li> <li>Keep it clean</li> </ul>	<ul style="list-style-type: none"> <li>Theft /possession of stolen property</li> <li>Sexual Misconduct</li> <li>Fraud/False Identification</li> <li>Disruptive Behavior</li> </ul>	<ul style="list-style-type: none"> <li>Teacher conference with Student</li> <li>Re-teach the behavioral expectations</li> <li>Loss of specific privilege(s)</li> <li>Create a contract that includes expected student behaviors, as well as consequences for infractions and incentives for demonstrating expected behaviors</li> <li>Have the student choose a method of apologizing or making amends to those harmed or offended. <small>*Note: no forced apologies</small></li> <li>Provide a reflective activity</li> <li>Refer to intervention team</li> <li>Office referral</li> <li>Detention, during which student completes work and/or reflective activity</li> <li>In-School suspension, during which school work is completed</li> <li>File charges if law is broken</li> <li>Restitution</li> <li>Parent contact/conference</li> </ul>
BE SENSIBLE	<ul style="list-style-type: none"> <li>Follow directions</li> <li>Report problems to an adult</li> <li>Communicate respectfully</li> </ul>	<ul style="list-style-type: none"> <li>Disobedience/Insubordination</li> <li>Harassment/Intimidation/Bullying</li> <li>Fighting</li> <li>Sale, use, or possession of tobacco</li> </ul>	
BE ARTISTIC	<ul style="list-style-type: none"> <li>Be professional</li> <li>Support others</li> <li>Keep it clean</li> </ul>	<ul style="list-style-type: none"> <li>Destruction/Mistreatment of Property</li> </ul>	

### Corrective Strategies for Level III Offenses\*

*\*All Level III Offenses must be referred to the office.*

District-wide Expectations What's Expected of Students	Expected Behavior What Students Should Do	Infractions of Expectations What Students Should Not Do	Choices to Address Student Infractions <small>* These are not intended to be the only choices or sequential. * School officials will make selections in a least-restrictive and progressive manner as the law permits and the violation dictates.</small>
BE TRUSTWORTHY	<ul style="list-style-type: none"> <li>Be respectful</li> <li>Make smart choices</li> <li>Keep it clean</li> </ul>	<ul style="list-style-type: none"> <li>Major Safety/Bomb Threat</li> <li>Gang/Hate group activity</li> <li>Sexual Misconduct</li> <li>Physical Assault</li> </ul>	<ul style="list-style-type: none"> <li>Re-teach the behavioral expectations</li> <li>Create a behavior contract that includes expected student behaviors, as well as consequences for infractions and incentives for demonstrating expected behaviors</li> <li>Have the student choose a method of apologizing or making amends to those harmed or offended. <small>*Note: no forced apologies</small></li> <li>Provide a reflective activity</li> <li>Refer to intervention team</li> </ul>
BE SENSIBLE	<ul style="list-style-type: none"> <li>Follow directions</li> <li>Report problems to an adult</li> <li>Communicate respectfully</li> </ul>	<ul style="list-style-type: none"> <li>Criminal Act</li> <li>Firearm**</li> <li>Firearm lookalikes</li> <li>Dangerous Weapons</li> <li>Extortion</li> </ul>	

<p>BE ARTISTIC</p>	<ul style="list-style-type: none"> <li>• Be professional</li> <li>• Support others</li> <li>• Keep it clean</li> </ul>	<ul style="list-style-type: none"> <li>• Cultural insensitive language/behavior</li> <li>• Sale, use, possession of alcohol, drugs, or other controlled substance</li> </ul>	<ul style="list-style-type: none"> <li>• Arrange linkage with counseling agency or interagency team</li> <li>• Require student to complete a community service task</li> <li>• In-School suspension</li> <li>• Out-of-school suspension, with possible recommendation for expulsion**</li> <li>• File charges if law is broken</li> <li>• Restitution</li> <li>• Parent contact/conference</li> </ul>
--------------------	--	--	---

\*\*Firearms requires expulsion

**Definition of Terms for Level I Offenses**

Students will receive consequences and corrective instruction when they commit, attempt to commit, aid or abet the commission of, conspire to commit, or participate in any manner even if not completed in any of the offenses designated in this section.

In most instances, Level I infractions will be corrected by the teacher or supervising adult in the setting where the misbehavior occurs. If a pattern of these offenses persists, consultation with an administrator to set up a corrective plan may be necessary. Teachers and other school adults may consult with and/or forward issues of particular severity to administrators at any time.

**Dress Code Violation**

In addition to the consequences listed below, students who violate the dress code must change into a school-issued attire for the day and return it at the end of the school day.

**Electronic and Other Communication Devices**

During the entire School day, electronic devices other than School-issued iPads should not be visible or used in class without approval from the classroom teacher; this includes cell phones, smart watches, gaming devices, etc. *Teachers reserve the right to disallow these devices in their classroom on an individual basis at any time and/or for any reason.* Students may use electronic devices during lunch and/or in between classes (bell to bell); however, using such an electronic device in a manner that harms another student and/or violates the TSA Code of Conduct in any other way will result in more severe disciplinary consequences. (See Policy 264.1 Anti-Harassment, Intimidation and Bullying Policy)

**Inappropriate Language**

Using or directing profanity and/or other offensive language, including put-downs, making fun of, or negatively talking about, either written or verbal, toward a peer, peer’s family, School personnel, or any member of the School community.

**Minor Safety**

Students shall be concerned about their own safety and that of others. Student actions that may be considered a minor safety risk include, but are not limited to: talking during safety drills;

running, yelling, or other inappropriate hallway behaviors; throwing objects; blocking stairwells and/or entrances/exits.

**Public Display of Affection (PDA)**

Intimate touching, kissing, necking, fondling or cuddling.

**Trespassing**

Students must stay in designated areas of the school to which they have been assigned. Students must have permission from a building administrator, or be escorted by a parent/ caregiver or emergency contact person, to enter a building or location other than their own. **Students must not return to the school while suspended, or under expulsion or removal, except with permission from a building administrator and under escort by a parent/caregiver or emergency contact person. During a removal, students may not go to the school, or any school activity, except with specific permission and supervision as described in this paragraph.**

**Gambling**

Students must not play games of cards, chance or dice for money or other items, except if such games are played at a school-sponsored activity for educational purposes.

**Definition of Terms for Level III Offenses**

Students who commit, attempt to commit, aid or abet the commission of, conspire to commit, or participate in any manner even if not completed in the commission of any of the offenses designated in this section will be required to participate in activities designed to prevent repetition of the offenses. Teachers or supervising adults may choose corrective strategies for Level II infractions including, but not limited to, referral to school administrators. Students may be recommended for alternative program placement for chronic and/or aggravated offenses of Level II behaviors.

**Disruptive Behavior**

Engaging in any conduct that causes or results in the breakdown of the orderly process of instruction and/or School activities, including but not limited to failure to carry out directions and/or School guidelines. If a teacher or other school adult is prevented from starting or continuing an activity or lesson due to a student's behavior, the behavior is considered disruptive. Another student must not interrupt the learning process of other students willfully.

**Insubordination/Disobedience**

Refusing to comply with a reasonable request or directive given by a School adult while on School property or at any School related activity or event. School adults include any member of the faculty and staff including paraprofessionals, lunch aides, custodians, as well as any school volunteers.

**Destruction/Mistreatment of School Property**



Textbooks, computers, and school facilities are available for student use. Proper care and use of School property is expected. All violations in this area require restoration and/or restitution.

Violations include but are not limited to:

- a. Defacing textbooks, library books, and other School materials.
- b. Destruction or improper use of School computers, printers, or other technology.
- c. Defacing/destruction of School property including desks, walls, lockers, iPads etc.
- d. Failure to respect the property of other students, teachers, School personnel, etc.
- e. Placing chewing gum on School property.
- f. Improper use of restrooms and/or supplies.

### **Theft/Possession of Stolen Property**

Stealing, attempting to steal, possessing or transferring School or private property, or participating in the theft or attempted theft of School or private property.

### **Harassment/Intimidation/Bullying**

Threats, verbal or physical that inflict fear, injury, or damage. Cyber-bullying is a sub-set of bullying and involves the use of information and communication technologies, including but not limited to e-mail, text messages, blogs, social media, instant messaging, defamatory person Web sites, applications, and defamatory online personal polling Web sites, to support deliberate or repeated, or hostile behavior by an individual or group, that is intended to harm, intimidate or harass others on school time or the school premises, at school events, programs or activities or off school time or school premises if such acts affect other students or staff of the School. (See Policy 264.1 Anti-Harassment, Intimidation and Bullying Policy)

### **Fighting**

Attempting to or causing physical injury to another person; willful use of physical force or violence upon another person including but not limited to kicking, punching, slapping, hitting, or pushing.

### **Tardiness**

To class: The act of a student not being in his/her classroom or seat when class is scheduled to begin as defined in the School schedule.

### **Sexual Misconduct**

Any sexual contact, welcome or unwelcome, requests for sexual favors, and/or other verbal or physical conduct or communication of a sexual nature, including electronic. Sexual harassment that includes unwelcome physical contact shall be assumed to have the effect of substantially interfering with the victim's employment or educational environment. (See Policy 264 Sexual and Other Forms of Harassment)

**Sale, Use, Possession, or Distribution of Tobacco Products**

Using, selling/purchasing, distributing, possessing or attempting to possess, any tobacco product or paraphernalia including e-cigarettes, vapor-based devices, nicotine products, and lighters. (See Policy 269 Use of Tobacco and Other Stimulants on School Premises)

**Fraud/False Identification**

Students are expected to be honest. Students must not trick, or cause someone to be tricked, by not telling the truth. Students must not sign or give a name other than their own.

Students who commit, attempt to commit, aid or abet the commission of, conspire to commit, or participate in any manner even if not completed in the commission of any of the offenses designated in this section will be required to participate in activities designed to prevent repetition of the offenses. Teachers or supervising adults may choose corrective strategies for Level III infractions including, but not limited to, referral to school administrators. Students may be recommended for alternative program placement for offenses of Level III behaviors.

A limited number of offenses constitute the basis for referral of a student to a suspension and/or expulsion. The principal, or her designee, finding a student has committed, attempted to commit, aided or abetted the commission of, conspired to commit, or participated in any manner even if not completed in the commission of any of the following offenses will submit a recommendation to the Director that the student be Suspended with the intent to Expel. The Principal, or her designee will immediately notify Toledo Police if a criminal offense is suspected to have been committed.

**Obscenities/Culturally Insensitive Language/Behavior**

Directing obscene, abusive, vulgar, profane, harassing, insulting, racial, sexual, religious, or ethnic slurs, written or verbal, toward School personnel or any member of the School community. This shall include use of obscene gestures and signs that willfully intimidate, insult, or in any other manner, abuse others.

**Major Safety/Bomb Threat**

Behavior that creates a more severe possibility of harm to oneself or others, including but not limited to leaving the school building or grounds without permission, pulling a fire alarm, opening school doors for non-TSA students and/or unknown persons, and/or other acts that could harm the student or others. This includes making a bomb threat to the School or School property, or to any property owned, used, or leased by the School for school, school extracurricular or school-related activities and events at the time of the threat.

### **Gang/Hate Group Activity**

No student shall be involved in initiations, hazing, intimidations, and/or related activities of gang and/or hate group affiliations, which are likely to cause mental anguish, bodily danger, physical harm, personal degradation, or disgrace to students or staff. No student shall wear, carry, or display gang or hate group paraphernalia. No student shall exhibit behaviors or gestures, which symbolize gang/hate group membership or cause participation in gang or hate group-related activities. (See also Policy 264.3 Gang or Hate Group Activity Policy) *\*\*Hate Group is defined as those groups whose beliefs, goals, and/or activities attack or malign an entire class of people, typically for their immutable characteristics. This includes those under or affiliated with the following hate groups: Ku Klux Klan, Neo-Nazi, White Nationalist, Racist Skinhead, Neo-Confederate, Black Separatist, Anti-LGBT, Anti-Muslim, Anti-Immigrant, Holocaust Denial, and/or other groups espousing similar hateful ideologies.*

### **Physical Assault**

When an individual or a group attacks a non-consenting individual or group of persons physically, with or without the use of a weapon, or verbally threatens to hurt them physically in the school building, on School property, or at an interscholastic competition, extracurricular event, or any other program or activity sponsored by the School or in which the School is a participant. This includes, but is not limited to:

- Degrading verbal attacks; injury, or death threats;

### **Truancy**

Habitual or chronic absence from School or class without legitimate excuse and failure to follow proper attendance check-in/check-out and absence procedures. See also Truancy Policy. Student chooses to share a toy or other object on such an occasion, the School is not responsible for these items.

Violations include but are not limited to:

- Bringing toys or distracting objects to school
- Creating toys or distracting objects at school

Disciplinary action with Policy.

- Physical intimidation; making threatening gestures;
- Violence or attacks of a physical nature;
- Injuries e.g. bites, bruises, cuts, dislocations, fractures;
- Assault with a weapon or object wielded as a weapon;

- Armed robbery with a firearm or other object using force, or the threat of force.

### **Sexual Assault**

When an individual or a group attacks a non-consenting individual or group of persons sexually, with or without the use of a weapon, or verbally threatens to hurt them sexually in the school building, on School property, or at an interscholastic competition, extracurricular event, or any other program or activity sponsored by the School or in which the School is a participant. This includes, but is not limited to:

- Degrading verbal attacks; rape, injury, or death threats;
- Sexual intimidation;
- Stalking;
- Violence or attacks of a sexual nature;

### **Criminal Act**

Committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property in the school building, on School property, or at an interscholastic competition, extracurricular event, or any other program or activity sponsored by the School or in which the School is a participant.

### **Sale, Use, Possession, or Distribution of Alcohol, Drugs, or other Controlled Substances**

Using, selling/purchasing, distributing, possessing, or attempting to possess, mood altering chemicals, or substances (counterfeit or look-alike substances), distributing any narcotics, drugs, controlled substances of any kind, or alcoholic beverages, or other intoxicant in the School building, on School property, or at an interscholastic competition, extracurricular event, or any other program or activity sponsored by the School or in which the School is a participant at the time.

### **Firearms**

Students must not possess, handle or transmit, conceal or use firearms. Students violating the firearms prohibition must be expelled in accordance with State and Federal laws (e.g., educated in a placement other than the school of attendance) for one calendar year.

Firearms are any weapon (including starter guns) that will, or are designed to or may readily be converted to, expel a projectile by explosion (gunpowder) including the frame or receiver of any weapon and any firearm mufflers or silencers or any destructive devices (as defined in 18 USCA Section 921), which include any explosives, incendiary or poisonous gas bombs, grenades, rockets having a propellant charge of more than four ounces, missiles having an explosive or incendiary charge of more than four ounces, missiles having an explosive or incendiary charge of more than one quarter ounce, mines or devices similar to any of the devices described above.

NOTE: Federal law requires the Superintendent to expel a student for one calendar year if the student brings a gun onto school property, into a school vehicle, or to a school-sponsored event.

### **Firearm look-alikes**

Students must not possess, transmit or conceal any item that resembles a firearm. Firearm look-alikes can propel an object or substance with force by spring load or air pressure (i.e., toy guns, cap guns, BB guns, pellet guns).

### **Extortion**

Students must accept "no" for an answer when making a request of another person. Extortion means getting money or a promise by using threat or force. Students must not make people do anything they do not want to do by using threat or force.

### **Dangerous Weapons**

Students must keep dangerous objects out of school. Students must not possess, handle, transmit or use as a dangerous weapon an instrument capable of harming another person. Dangerous weapons include but are not limited to:

- Knives Students must not possess, handle, transmit, conceal or use knives.. NOTE: State law gives the Superintendent the option to expel a student for up to one calendar year for bringing a knife onto school property, into a school vehicle, or to a school-sponsored event.
- Defensive Weapons Students must not possess chemical Mace, pepper gas or like substances; or stun guns/tasers.
- Other Items — Students must not possess items such as razors, box cutters, hammers, baseball bats, chains, tattoo paraphernalia, bullets or any other items that can be considered a weapon or can be used as a weapon.

School supplies (i.e., compass, scissors, pens, etc.) must not be used as weapons.

Due to the nature of any offense, TSA Administration reserves the right to assign any disciplinary action deemed necessary for violations of the Code of Conduct as noted above.

### **Transportation Discipline**

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

If immediate removal of a Student is authorized, the Student must be given notice, as soon as practicable, of the reasons for the removal and of a hearing before the Principal which must be held within seventy-two (72) hours of the removal. Immediate removal is authorized when the Student's presence poses a danger to persons or property or a threat to the safe operation of the

school bus. The length of time removed from ridership shall be in accordance with the School's Code of Conduct. If students are being transported by the home district and not by the School, and if the home district requires its own code of conduct to be imposed, the School shall post the bus riding code of conduct of the home school districts from which Students are being transported, in a central location in each School building, and make them available to Students or Parents upon request.

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

### **Dress Code**

Personal appearance shall not detract from the educational process or potentially implicate a health or safety issue. Appropriateness and tastefulness are the criteria of proper dress for both males and females at both middle school and high school and at School-sponsored activities, such as dances or performances. The following establishes the minimum acceptable standards for student dress: Extremes in dress and personal appearance which tend to cause distraction to the educational process, pose health problems, or call undue attention to the wearer will not be allowed at school. The following regulations set limits on what is not permissible:

- Transparent, excessively tight or see through tops, bare midriffs, strapless tops, and outfits that provide minimum coverage or show cleavage, halters, backless dresses or tops, tube tops, muscle shirts, or any clothing exposing undergarments or excessive skin which may be distracting
- Clothing, jewelry, or body markings with sexual, vulgar, offensive, violent or illegal insinuations or messages
- Undergarments worn as outer garments
- Apparel designated to indicate gang membership
- Blankets are not considered an article of clothing and should be kept at home
- Headscarves may be worn as long as they do not cover the face (with religious exception) and/or hang below the shirt collar (safety precaution)
- Hats and caps may be worn as long as they do not cover the face. Teachers reserve the right to ask a student to remove a hat/cap if it violates the regulations set forth above, is a safety risk, and/or impedes participation in an educational activity. Failure to comply with a teacher request will result in disciplinary consequences.
- Footwear must be worn at all times outside of the dance studios
- All clothing should be clean

## 273 Expulsion and Suspension Policies

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

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

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

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

1. bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at a School or on school property;
2. bringing a knife to the School, onto school property, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or in which the School is a participant;
3. possessing a firearm or knife at School, on school property, or at an interscholastic competition, an extracurricular event, or any other School program or activity which firearm or knife was initially brought onto school property by another person;
4. committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property;
5. making a bomb threat to a school building or to any premises at which a School activity is occurring at the time of the threat.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of

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

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

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

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

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

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

Students issued an in-school suspension shall serve suspensions in a supervised learning environment and may be permitted to complete any classroom assignments missed because of the suspension. While serving an out-of-school suspension, the Board [ does or  does not] authorize students to receive instructional services from the School. If students are authorized to receive instructional services from the School, then such instructional services may include completing of tests and exams; homework packets; individual tutoring; library or online assignments; essay on behavior leading to suspension; and grading of all work. Any student serving an out-of-school suspension shall be permitted to complete any classroom assignment missed due to the suspension and receive at least partial credit for the completed assignment; however, the student may receive a reduced assignment grade on account of the suspension. The School will not automatically award a failing grade on any complete assignment solely based on the student's suspension.

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



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

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

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

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

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

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

### Due Process Rights

#### Suspension

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

1. Prior to the imposition of the suspension, a written Notice of Intent to suspend will be given to the student, which contains the following:
  - a. The reasons for the intended suspension; and
  - b. If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and if the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion.
2. Beginning with the 2019-2020 school year, if the student is in grades pre-kindergarten through three, whenever possible, the Principal shall consult with a mental health professional under contract with the School, if any, prior suspending the student.\* If the events leading up to the suspension indicate a need for additional mental health services, the Principal or mental health professional shall, in any manner that does not result in a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services, including referral to an independent mental health professional.
3. The student must be allowed an informal hearing before the Principal or his/her designee to challenge the reasons for the intended suspension or otherwise explain his/her actions. The student is not entitled to call witnesses at this informal hearing.

4. Within one school day after the suspension is imposed, the Principal or his/her designee shall provide written notification of the suspension to the parent, guardian, or custodian. The notice must contain the following:
  - a. The reasons for the suspension;
  - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
  - c. The right to representation at all appeals;
  - d. The right to a hearing before the Board or its designee; and
  - e. The right to request that the hearing be held in executive session.

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

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

### Expulsion

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

1. Prior to the imposition of the expulsion, the Superintendent must provide not only the student, but also the parent, guardian, or custodian written notice of his intention to expel. The notice must include the following:
  - a. The reasons for the intended expulsion; and
  - b. The time and place for a hearing, which must be not less than three nor more than five school days after giving the notice, unless the period is extended by the Superintendent at the request of the student, his parent, custodian, guardian, or representative. The parent, guardian, or custodian must be sent written notice of any extension, and the subsequent notice should contain the same information required in the original notice.
  - c. If the student is age 16 or older and the expulsion is for one of the serious criminal offenses for which permanent exclusion is allowed, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion.
2. Beginning with the 2019-2020 school year, if the student is in grades pre-kindergarten through three, whenever possible, the Principal shall consult with a mental health professional under contract with the School, if any, prior to expelling the student.\* If the events leading up to the

expulsion indicate a need for additional mental health services, the Principal or mental health professional shall, in any manner that does not result in a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services, including referral to an independent mental health professional.

3. A hearing must be scheduled not less than three or more than five school days after giving the notice, for the student and his parent, guardian, custodian or representative to appear in person before the Superintendent to challenge the reasons for the expulsion or otherwise explain his/her actions.
4. Within one school day after the expulsion is imposed, the Superintendent shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Directors of the expulsion. The notice must include the following:
  - a. The reasons for the expulsion;
  - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
  - c. The right to representation at all appeals;
  - d. The right to an appeal hearing before the Board or its designee;
  - e. The right to request that the hearing be held in executive session;
  - f. If the expulsion is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion;
  - g. When the Superintendent expels a student for more than twenty days or for any period of time extending into the next semester or school year, the School shall provide, along with this notice, the student and his parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behaviors that contributed to the incident giving rise to the expulsion. The information must include names, addresses, and phone numbers or the appropriate public and private agencies.

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

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

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

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

Prohibition of Corporal Punishment

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

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

See Appendix 273-A Notice of Intended Suspension from School; Appendix 273-B Notice of Emergency Removal and Intent to Suspend from School; Appendix 273-C Notice of Suspension from School; Appendix 273-D Notice of Rights Re: Suspension from School; Appendix 273-E Notice of Intended Expulsion from School; Appendix 273-F Notice of Emergency Removal and Intent to Expel from School; Appendix 273-G Notice of Expulsion from School; Appendix 273-H Notice of Rights Re: Expulsion from School (for Use for Expulsions of 20 School Days or Less Only); and Appendix 273-I Notice of Rights Re: Expulsion from School (for Use for Expulsions of More than 20 School Days Only).

**Revised 4-11-2019**

**274 Permanent Exclusion of Non-Disabled Students**

In accordance with the law, the Board may seek to permanently exclude a student, sixteen (16) years of age or older, who has been convicted of or adjudicated delinquent for the reason of the following offenses:

1. carrying a concealed weapon or conveying or possessing a deadly weapon or dangerous ordnance on property owned or controlled by the Board or at an activity held under the auspices of this Board;
2. possessing, selling, or offering to sell controlled substances on property owned or controlled by the Board or at an activity under the auspices of this Board; and
3. complicity to commit any of the above offenses, regardless of where the complicity occurred.

In accordance with law, any student, sixteen (16) years of age or older, who has been convicted or adjudicated delinquent for committing the following offenses may be subject to permanent exclusion:

- A. rape, gross sexual imposition or felonious sexual penetration;
- B. murder, manslaughter, felonious or aggravated assault; and
- C. complicity to commit offenses described in paragraphs A and B, regardless of where the complicity occurs.

The above statement of policy on permanent exclusion is to be posted in a central location in each School facility as well as made available to students, upon request.

If the Superintendent has adequate evidence that a student, sixteen (16) years old or older at the time of the offense, has been convicted of or is an adjudicated delinquent resulting from any of the above offenses and determines that the Student's continued attendance in school may endanger the health and safety of other students or school employees, she/he shall submit a written recommendation to the Board that the student should be permanently excluded from the public School by the State Superintendent of Public Instruction (State Superintendent) after providing notice to the student's parent. The recommendation is to be accompanied by the evidence, other information required by statute, and the name and position of the person who should present the School's case to the State Superintendent.

The Board, after considering all available evidence, including the following, shall take action within fourteen (14) days after receipt of the Superintendent's recommendation.

1. The academic and extracurricular record of the student;
2. The disciplinary record of the student and any available records of the student's prior behavioral problems not contained in the disciplinary record;
3. The social history of the student;
4. The student's response to the imposition of prior discipline for behavioral problems;
5. Evidence regarding the seriousness of the offense and any aggravating factors;
6. Any mitigating circumstances surrounding the offense;

7. Evidence regarding the probable danger posed to the health and safety of other students or school employees by the continued presence of the pupil in a public school setting;
8. Evidence regarding the probable disruption to the School's graded course of study caused by the continued presence of the student; and
9. Evidence regarding the availability of alternative, less serious sanctions that would enable the student to remain in a public school setting without posing a significant danger to the health and safety of other students or employees and without posing a threat of the disruption to the School's graded course of study.

If the Board adopts the resolution, the Board shall submit it to the State Superintendent, together with the required documents and the name of the person designated by the Board as its representative to present the case to the State Superintendent. A copy of the resolution shall be sent to both the student and his/her parents. If the Board does not pass the resolution, it shall so notify the Superintendent, in writing, who, in turn, shall provide written notification of the Board's action to both the student and his/her parents.

If the State Superintendent rejects the Board's request, the School shall re-admit the student in accordance with statute and Board guidelines. If the State Superintendent acts on the Board's request, his/her actions shall be in accordance with the procedures described in Ohio Revised Code 3301.121.

Any information regarding the permanent exclusion of a student shall be included in the student's official records and shall be included in any records sent to any school that requests the student's records. The school shall remove and destroy all references to the exclusion from the student's file when the permanently excluded student reaches the age of twenty-two (22) or when the permanent exclusion of the student is revoked.

*R.C. 3313.662; R.C. 3301.121.*

**Revised 4-11-2019**

**275 Discipline/Suspension/Expulsion of Disabled Students**

In matters relating to the disciplining of disabled students, the Board shall abide by federal and state laws regarding suspension and expulsion. The Principal will follow the guidelines below and ensure they are properly used when disciplining any student with a disability.

Removals of Not More Than 10 Days – The 10-Day Rule

The School may unilaterally remove a Student with a disability who violates a code of student conduct from the Student's current placement for not more than 10 school days. This option may be used only if the disciplinary action is consistent with actions taken against nondisabled students. The School may place Students removed under the 10-day rule in an appropriate interim alternative educational setting (“IAES”) if applicable (see below), another setting, or suspend them. Removals under the 10-day rule are not considered a “change of placement” and the School is not obligated to provide services to Students during those removals. The School can use the 10-day rule to remove a student for either a single removal of 10 consecutive school days; or a series of shorter-term removals over the course of the school year that are more than 10 school days during that school year, so long as those removals do not constitute a pattern of removals (and therefore, a change of placement). When a removal is not a change of placement, an IEP meeting is not required. However, if one or more IEP team members believe that modifications are needed to the Student’s behavior plan, the team shall meet to modify the plan and its implementation to the extent the team determines necessary.

Removals of More than 10 Days – Change of Placement

A change of placement occurs if a removal is for more than 10 consecutive school days; or if a Student is subjected to a series of removals which accumulate to 10 school days, that constitute a pattern. If a change of placement occurs (after a MDR (see below)), then the School must notify the parents or guardians of that decision. This notice must inform the parents or guardians of all the procedural safeguards accorded under the law. These safeguards include a Manifestation Determination Review, a right to receive services, and a continuation of services for a free appropriate public education. The School must provide services that:

- enable the Student to continue to participate in the general education curriculum (although in another setting); and
- enable the Student to progress toward meeting the goals set out in the Student’s IEP.

Manifestation Determination Review (“MDR”)

The School will conduct a MDR to examine a Student's behavior before imposing disciplinary consequences that would amount to a change of placement. The purpose of the MDR is to determine whether a Student’s disability caused, influenced or otherwise impacted the Student’s behavior in question. To make this determination, the Student’s IEP team is required to review certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the Student’s disability.

The MDR is not required for disciplinary removals that do not constitute a change of placement, that is, less than 10 school days per incident or a series of removals accumulating to more than 10 school days in one school year that do not constitute a pattern.

No later than the date on which the decision to take a disciplinary action which may be a change of placement is made, the School must notify the parents or guardians of that decision and of all procedural safeguards, including the MDR. The School and the parents or guardians must determine which members of the IEP team are relevant to conduct the manifestation determination. The team will review all relevant information in the Student's file to determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the Student's disability or was the direct result of the School's failure to implement the IEP. If the team determines that either condition is applicable for the Student, it must determine that the conduct is a manifestation of the Student's disability.

*Manifestation* – If the team determines that the behavior was a manifestation of the Student's disability, the full IEP team must meet the following requirements:

- conduct a functional behavior assessment and implement a behavior intervention plan for the student, unless the School conducted a functional behavior assessment prior to the manifestation determination;
- if the IEP team already developed a behavior intervention plan, it must review and modify the plan as necessary to address the behavior; and
- return the Student to the placement from which he or she was removed, 45-day rule exception applies.

*No Manifestation* – If the team determines that the behavior was NOT a manifestation of the disability, the School may discipline the Student using the relevant disciplinary procedures applicable to Students without disabilities in the same manner and for the same duration, continuing to provide services to Students with disabilities.

If a Student's behavior was not a manifestation of the disability, the School will still take steps to attend to the Student's behavior. The Student must receive, as appropriate, a functional behavior assessment, behavioral intervention services, and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

*Exceptions to the MDR Requirement* – The Unilateral Change in Placement and 45-Day Rule

School personnel may remove a Student to an IAES for up to 45 school days, without a prior MDR or IEP meeting, when a Student:

- carries or possesses a weapon (a device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that the term does not include a pocket knife with a blade of less than 2 1/2 inches in length);
- knowingly possesses or uses illegal drugs (a controlled substance not legally possessed or used under the supervision of a licensed health care professional, or legally possessed or used under any other authority under the Controlled Substances Act (21 U.S.C. 812) or



under any other provision of federal law), or sells or solicits the sale of a controlled substance (a drug or other substance identified under Schedule I, II, III, IV or V in the Controlled Substances Act); or

- has inflicted serious bodily injury on another person (a cut, abrasion, bruise, burn or disfigurement, physical pain, illness, impairment of the function of a bodily member, organ or mental faculty, or any other injury, no matter how temporary).

This authority can be exercised if a Student commits any of the offenses described above at the School, on the School premises, or at a School function.

The IEP team will meet subsequent to the unilateral placement in an IAES and must determine what the permanent setting will be, take steps to modify the student's IEP, as appropriate, provide appropriate behavioral intervention services and modifications designed to address the behavior violation so that it does not recur, and continue to provide the Student with educational services to enable him or her to participate in the general education curriculum and to progress toward IEP goals.

The School must still do a MDR, but it can occur after the removal to the 45-day setting. If the conduct is a manifestation of the Student's disability, the School must still meet all of the requirements outlined above for the MDR, with the additional exception that the Student stay in the alternative placement for 45 school days, regardless of the outcome of the manifestation.

### Due Process Complaint

Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR may appeal the decision through the filing of a due process complaint and may request an expedited due process hearing.

The School may request a hearing to change a Student's placement if the School believes that maintaining the Student's current placement is substantially likely to result in injury to the Student or others. Under those circumstances, the hearing officer may order a change in placement of a Student with a disability to an IAES for a period of up to 45 school days if the hearing officer agrees with the School's assessment.

During any due process proceedings, the Student's placement, through a disciplinary action, must not change unless the parents/guardians and the School agree otherwise, or upon admissions to the School and parent/guardian consent. The School may change the Student's placement when taking disciplinary actions that constitute a change of placement against students with disabilities, or Students who may be eligible for IDEA services.

In the case where a Student has been placed in an IAES, the Student will remain in the IAES chosen by the School, pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the Parent and School agree otherwise. An expedited hearing will be arranged during an IAES appeal and will occur within 20 days of the hearing request, and the hearing officer must make a determination within 10 school days after the hearing.

## **275.1 Disciplining a 504 Student**

### **Section 504 Manifestation Determination Reviews**

A Student on a 504 Plan is to be afforded due process relating to any proposed change in educational placement where the Student is subject either to expulsion or suspension for a period of more than 10 consecutive school days or a series of suspensions that are each ten (10) or fewer school days in duration, but exceed 10 school days in the aggregate and create a pattern of exclusions. In all such cases, except in the case where such suspension or expulsion pertains to the use or possession of illegal drugs or alcohol as detailed below, the School shall follow the procedures outlined in Policy 275 Discipline/Suspension/Expulsion of Disabled Students.

### **Disciplinary Procedures for Students Possessing or Using Alcohol or Illegal Drugs**

The School may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any Student on a 504 Plan who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against Students without disabilities, in accordance with Policy 273 Expulsion and Suspension Policies. In such a case, the disability due process procedures found in Policy 275 Discipline/Suspension/Expulsion of Disabled Students are inapplicable.

### **Emergency Removal from Placement**

Emergency removal of a 504 student from his/her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

*29 USC 701 et seq. (Section 504 of the Rehabilitation Act of 1973)*

See also Policy 228 Section 504 of the Rehabilitation Act of 1973.

## 276 Positive Behavioral Interventions and Supports, Seclusion, and Restraint

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

### Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Creation of Positive Behavioral Intervention and Supports**

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

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

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

### **III. Prohibited Practices**

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

- A. Prone restraint;
- B. Corporal punishment;
- C. Child endangerment as defined in R.C. 2919.22;
- D. Seclusion or restraint of preschool students (if any);
- E. Deprivation of basic needs;
- F. Restraint that unduly risks serious harm or needless pain to the student, including the intentional, knowing, or reckless use of any of the following:
  - 1. Any method that is capable of causing loss of consciousness or harm to the neck or restraining respiration in any way;
  - 2. Pinning down with knees to torso, head, or neck;
  - 3. Using pressure points, pain compliance, and joint manipulation techniques;
  - 4. Dragging or lifting of a student's hair or ear or by any type of mechanical restraint;
  - 5. Using students or untrained staff to assist with the hold or restraint;
  - 6. Securing a student to another student or to a fixed object; or
  - 7. Using any other techniques used to unnecessarily cause pain.
- G. Any physical restraint that impacts the student's primary mode of communication;
- H. Mechanical or chemical restraints;
- I. Aversive behavioral interventions; or
- J. Seclusion of students in a locked room

### **IV. Restraint**

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

Staff must:

- A. Be appropriately trained to protect the care, welfare, dignity, and safety of the student;
- B. Continually observe the student in restraint for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- C. Use verbal strategies and research based de-escalation techniques in an effort to help the student regain control;
- D. The least amount of force necessary should be used;
- E. Remove the student from physical restraint immediately when the immediate risk of physical harm to self or others has dissipated;

- F. Conduct a de-briefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- G. Complete all required reports and document staff observations of the students.

### **Seclusion**

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

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

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

Staff must:

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

### **VI. Functional Behavioral Assessment**

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

### **VII. Training and Professional Development**

The School shall train all staff working with students annually on the requirements of this policy and shall keep written or electronic documentation of the type of training and the participants.

The School shall have a plan on training staff working with students, as necessary, to implement PBIS on a system-wide basis.

The School shall ensure that an adequate number of personnel in each building are trained in crisis management and de-escalation techniques and that their training is kept current.

### **Required Data and Reporting**

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

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

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

### **Monitoring and Complaint Procedures**

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

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

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

## ATTACHMENT 6.12

### ADMISSIONS, ENROLLMENT AND RESIDENCY

1. Admissions, enrollment and residency policy and procedures, including:
  - a. Specification that that the School will not discriminate in its admission of students on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude (unless “at-risk” limitations apply).
  - b. Specification that the School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3314.64 or 3313.65, except that the School may limit admissions to:
    - Students who have obtained a specific grade level or are within a specific age group;
    - Students who meet the definition of at-risk; and
    - Residents of a specific geographic areas.
  - c. Specification that the School shall give admission preference to students attending the School the previous year and students who reside in the district in which the School is located, and any other preferential treatment must be consistent with R.C. 3314.06(H), including wait list and lottery procedures.
2. Open Enrollment Policy, if applicable
3. At-Risk Definitions, including gifted, if applicable
4. Proof and Verification of Student Residency consistent with HB21 requirements

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



**206                    General Notice of Non-Discrimination**

The School does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding non-discrimination policies:

Human Recourses and Diversity Manager  
333 14<sup>th</sup> St.  
Toledo, OH 43604  
419-246-8732  
titleix@ts4arts.org

The language above will be posted on the School's website within two clicks of the home page; in all other School-related documents made available to students, parents, staff, and applicants (*e.g.*, student newspapers, parent newsletters, student handbooks, employee handbooks, application forms, recruiting materials, etc.); and in a conspicuous place in the School building. This language will also be provided to parents, students, and employees prior to the start of each school year.

The designated individual will serve as the requisite coordinator for each of the following: **Policy 221 (Access to Equal Educational Opportunity), Policy 222 (Title IX Coordinator), Policy 228 (Section 504), Policy 264 (Sexual and Other Forms of Harassment), and Policy 305 (Nondiscrimination).**

221 Access to Equal Educational Opportunity

K'ku"vj g"r qnle{"qh"vj g"Uej qqn"vq"r tqxkf g"cp"gs wcn'qr r qt wplv{"hqt"cm'ej kf tgp"vq"cej kxg"vj gkt" o czlo wo "r qvppkcn"vj tqwi j "vj g"ewtkewwo "qhhgtgf "tgi ctf rguu"qh"tceg."eqmt."etggf."f kucdkv{"tgrki kqp."ugz."cpegut{"pcvkpcn'qtki kp."uqekn'qt"geqpqo le"dcemi tqwpl."qt"qvj gt"ngi cm{"r tqvevgf" ecvgi qt{0'

Vj g"Dqctf"cr r qkpu"vj g"Rtkpek cn'vq"dg"vj g"Eqo r nkpeg"Qhleg"y j qug"t gur qpukdkv{"k'y km'dg"vq" eqqtf kpcv"vj g"Uej qqn"ghqt u"vq"eqo r n{"y kj "cpf "hwkmi"ku"t gur qpukdkvku"wpf gt "Hgf gtcn'cpf " Ucvg"tgi wcvkpu'0'Vj g"Rtkpek cn'uj cm'cnuq"gpwtg"vj cv'cp{"eqo r nkpu'ctg"f gcn'y kj "r tqo r v{"kp" ceeqtf cpeg"y kj "ncy ."cpf "vj cv'r tqr gt"pqveg"qh'ppf kuetko kpcvqp"tki j v"wpf gt"cr r kecdng"ncy u"ku" r tqxkf gf "vq"uwf gpvu."vj gkt"r ctgpvu."uchh'o go dgtu."cpf "vj g"i gpgtcn'r wdne0'

Cp{"eqo r nkpu'uj cm'dg"cf f tguugf "kp"ceeqtf cpeg"y kj "vj g"r tqxkukpu."t gur gevkgf . "qh<

Ugevkqp"4440"o"Vkrq"KZ "I tkxcpeg"Rtqegf wtg="cpf lqt"

Ugevkqp"4450"o"Vkrq"KEqo r nkpu'Rtqegf wtg="cpf lqt"

Ugevkqp"44: "o"Ugevkqp"726"qh"vj g"Tgj cdkkcvkqp"Cev"qh'3; 95."I tkxcpeg"Rtqegf wtg0'

See also"Rqne{"428"I gpgtcn'P qveg"qh'P qp/F kuetko kpcvqp"

"

"

"

241 Admission and Lottery Standards

Vj g"Uej qqn'ku'qr gp"vq"cp { "kpf kxkf wcn'gpvkwgf "vq"cwgpf "uej qqn'kp"Qj kq'r wtuwcpv"vq"TE05535086" qt"5535087."cpf "48"EHOT084047."gzeqr v'vj cv'cf o kuukqp"o c { "dg"rko kgf "vq"vj g"i gqi tcr j ke"ctgc" cpf "i tcf g"qt"ci g'ngxgn'ur gekkkgf "kp"vj g'Ego o wpkv { "Uej qqn'Eqpvtce0""

Vj g"Uej qqn'y kn'pqv'f kuetko kpcvg"lp"vj g'cf o kuukqp"qh'uwf gpv"vq"vj g"Uej qqn'qp"vj g'dcuku"qh'tceg." etggf."eqmt."f kucdkrkv { ."ugz."kpvngewcn'cdkkrk { ."o gcuwtgu"qh'cej kxgo gpv'qt"cr vkwf g."qt"vj ngve" cdkrkv { ."r tqxkf gf."j qy gxgt."vj cv'vj g"Uej qqn'o c { "rko kv'cf o kuukqp"vq"uwf gpv"kf gpvkkkgf "cu'ocvtkunö" kp"vj g'Ego o wpkv { "Uej qqn'Eqpvtce0""Wf qp"cf o kuukqp"qh'c"uwf gpv'y kj "c"f kucdkrkv { ."vj g"Uej qqn' y kn'eqo r n { "y kj "cm'hgf gtcn'cpf "uvcvg"rny u'tgi ctf kpi "vj g'gf wecvkp"qh'uwf gpv'y kj "f kucdkrkvku0' k { "ceeqtf cpeg"y kj "vj g'cr r ncedrg"rny u'cpf "vj g"VUC"o kuukqp."uvcvgi ke"r rcp"cpf "f kxgtukv { "r rcp." VUC"y kn'gptqmi's wcnkkkgf "Hqtgki p"Gzej cpi g"Uwf gpv0"

Ki"vj gtg"ctg"o qtg"cr r ncepvu"vj cp"vj gtg"ctg"ur cegu."c"nqwtg { "y kn'dg"eqpf wevgf "kp"vj g"hmny kpi " o cppgt<

- ≠ Gcej "cr r ncepv'uwo kvkpi "c"eqo r ngvgf "cr r ncecvkp"y kj "cm'tgs wguvgf "f qewo gpv'y kn'dg" cuuki pgf "c"pwo dgt=
- ≠ Vj g'pwo dgtu'y kn'vj gp'dg'f tcy p"cv'tcpf qo "d { "c"f kulpvgtgvgf "vj kf "r ctv { =
- ≠ Vj g'htuv'pwo dgt'f tcy p"y kn'dg"vj g'htuv'pgy "cr r ncepv'r megf "qp"c"y ckvki "rku'cpf "uq"qp" wpvkicm'pwo dgtu'ctg'f tcy p=
- ≠ Vj g'uej qqn'o c { "ugr ctcvg"vj g'ngwt { "cpf "vj g'y ckvki "rku'uht"gej "i tcf g"qt"ci g"i tqwr kpi =
- ≠ Uwf gpv"cwgpf kpi "vj g'r tgxkqwu" { gct"cpf "uwf gpv"y j q"tgukf g"kp"vj g'f kumkv'kp"y j kej "vj g" uej qqn'ku'necvvgf "y kn'j cxg'r tghgtgpeg"ht"c"r qukkqp=
- ≠ Rtghgtgpeg"o c { "dg"i kxgp"vq"Udkrki u"qh'uwf gpv"cwgpf kpi "VUC"vj g'r tgxkqwu" { gct."cpf." uwf gpv"y j q"ctg"vj g"ej kf tgp"qh'hwm'vko g"Uej qqn'Uchh."r tqxkf gf "vj g"vqcn'pwo dgt"qh" uwf gpv'tgegkxkpi "vj ku'r tghgtgpeg"ku'nguu'vj cp'hkxg'r gtegpv\*7' +qh'vj g"Uej qqn'u'vqcn' gptqmo gpv0'

R.C. 3314.06, R.C. 3313.64, R.C. 3314.65; 22 U.S.C. 2451 et. seq.; 26 C.F.R. 62.25.

Ugg'Rqrk { "428"i gpgtcn'P qvkg"qh'P qp/F kuetko kpcvqp."Rqrk { "443"Ceegu"vq"Gs wcn'Gf wecvkpcn' Qrr qtwpkv { ." Rqrk { " 46305" Ego r wuqt { " cpf " Gctn { " Mkp fgti ctvgp" Cf o kuukqp." Rqrk { " 46307"Gptqmo gpv'cpf "T gukf gpe { "Rqrk { ."cpf "Rqrk { "46308"Vvkkqp"ht"Qw'qh'Ucvg"Uwf gpv0Ugg" cnq'Cr r gpf kz "463/C."Rtqegf wtg'ht"Cf o kuukpu"cpf "Nqwtg { 0

Cf qr vgf <4B3B; "

241.1 R.C. 3314.041 Notice

# NOTICE

Pursuant to the Ohio Revised Code Section 3314.041, the governing authority of each community school and any operator of such school shall distribute to parents of students of the school upon their enrollment in the school the following statement in writing:

**The Toledo School for the Arts is a community school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter, contact the school administrator or the Ohio Department of Education.**

## **241.2 Records upon Enrollment**

Newly enrolled student records:

1. Upon entry, a request for records will be made within twenty-four (24) hours from the public or nonpublic elementary or secondary school the pupil most recently attended.
  1. "Entry" is defined as the beginning of learning opportunities by a student at the School.
2. If the records are not received, a second request and contact with the parent and former school should be made within the first fourteen (14) days by the Principal or his/her designee.
3. If the records are not received within fourteen (14) days of the date of request, or the pupil's previous school indicates that it has no record of the pupil's attendance, or if the pupil does not present any one of the following: (1) a certification of birth; (2) a passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) an attested transcript of the certificate of birth; (4) an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) an attested transcript of a hospital record showing the date and place of birth of the child; or (6) a birth affidavit, the Principal will contact the former school directly, then the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.
4. The School shall not admit any student requesting admission to the School after discharge or release from the custody of the department of youth services until the School is in receipt of (1) an updated copy of the student's academic transcript; (2) a report outlining the student's behavior in school while in custody of the department; (3) the student's current IEP if applicable; and (4) a summary of the institutional record of the student's behavior.
5. The School shall not deny admission to a child who has been placed in a foster home or in a residential facility (*e.g.*, a group home, child's crisis care facility, children's residential center, residential parenting facility with 24-hour care, county children's home or district's children's home) if the child does not present a birth certificate, or a comparable certificate from another state or country, or another document specifically listed above in (3) to attest to the child's date and place of birth upon registration for admission. Required documentation must be presented within ninety (90) days of the child's initial entry into the School. If the required records are not produced within ninety (90) days of enrollment the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child. A student under the care of a domestic violence shelter at the time of initial enrollment shall notify the School of that fact, and the School shall inform the school from which it requests the pupil's records of that fact.
6. In the event that an order or decree is issued allocating or modifying an allocation of parental rights and designating a residential parent, or that a grandparent power of attorney or caretaker authorization affidavit is executed, that residential parent or grandparent shall provide the School with a complete and accurate copy of the order and any other relevant documentation.

Requests for student records:

7. Upon receipt of a request for student records, the School will comply within two (2) business days.

8. Copies of the student's records will be made and kept on file.

*R.C. 3313.672; O.A.C. 3301-10-01.*

See also Policy 252 Missing and Absent Children.

### 241.3 Compulsory Kindergarten Admissions

Rule { 'ngh'dmcpn'wpxn'c'pf "wprguu'vj g"Uej qqn'qhg'u'c'n'p'f gti ctv'p'r tqi tco 0"

**241.4 Enrollees Suspended or Expelled Elsewhere**

Vj g'uej qqn'j cu'vj g'cwj qtkv{ "v'tgeqi pk g'cpf "j qpq"vj g'f kuek rkpct { "uwr gpukqpu"cpf "gzi wukqpu" ko r qugf "d{ "qvj gt "r wdike"uej qqn0"C"uwf gpv'y j q"j cu'dggp"uwr gpf gf "qt"gzr gmgf "htqo "cpqvj gt" uej qqn'f kwtlev'k"Qj kq"o c{ "dg'f gpkgf "cf o kwcepeg"cv'vj g"Uej qqn'ht"e"r gtkqf "gs wcn'vq"vj g'r gtkqf "qh" vj g"qtki kpcn'uwr gpukqp"qt"gzr wukqp0"Vj g'uwf gpv'y km'dg'r tqxkf gf "cp"qr r qtwpkv{ "ht"e"j gctkpi " dghqtg"cf o kwcepeg"ku'f gpkgf 0""

Ki'vj g'uwf gpv'j cu'dggp"gzr gmgf "qt"qvj gty kug"tgo qxgf "ht"e"f kuek rkpct { "r wtr qugu"htqo "e"r wdike" uej qqn'k"cpqvj gt"ucvg."vj g"Uej qqn'o c{ "f gp{ "cf o kwcepeg"ht"vj g'uj qtvt"qh"\*3+"vj g'r gtkqf "qh'uwej " gzi wukqp"qt"tgo qxcn'qt"\*4+"vj g'r gtkqf "qh"gzr wukqp"qt"tgo qxcn'y j lej "y qwf "j cxg"dggp"cr r rkgf " j cf "vj g'uwf gpv'eqo o kwgf "vj g"uco g"qhgug"kp"Qj kq0"Rtkq"vq" f gpcn'qh"cf o kuukqp."vj g'uwf gpv' y km'dg'i kxgp"cp"qr r qtwpkv{ "ht"e"j gctkpi 0""

*R.C. 3313.66(J)(1)-(2)*



### **241.5 Enrollment and Residency Policy**

The School admits students residing in the home district of \_\_\_\_\_, and contiguous districts, **OR**, [  ]\_statewide [check one] (“admissions areas”). The School serves grades 6 to 12 as per its Community School Contract with its Sponsor.

A child shall be admitted to the School as a student, if the child’s parent resides in the School’s admission areas. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. Any one (1) of the following documents can be used to establish proof of residency for verification of a child’s ability to be enrolled. These items must be current, be in the parent’s name, and include a street address. A post office box address cannot be used to validate residency records:

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

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

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

conduct the monthly and annual verification. The Principal or his or her designee will compare each submitted proof of residence with the School's EMIS records to ensure that EMIS reporting is accurate that students are permitted to enroll.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If the School and Parent disagree as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the School and the Student's home district (district of residency) disagree about residency, this policy shall supersede any other.

Date Adopted: January 12, 2023

**241.6 Tuition for Out-of-State Students**

"

Vj g'Dqctf "o c{"qr gp"cf o kuukqp"vq"vj g"Uej qqn'qp"c"wkklqp"dcuku"vq"cp{"kpf kxkf wcn'ci g'hxg"\*7+"vq"  
wy gpv{/wy q"\*44+"y j q"ku"pqv"c"tgukf gpv'qh"Qj kq."vq"vj g"hwnguv'gzv'gpv'cmqy gf "wpf gt"ucvg"cpf "  
hgf gtcn'ry ."cpf "k'o c{"ugv'qt'tgxlug'uwej "wkklqp"co qwpv'd{"Dqctf "tguqnwkklqp0"P q'wkklqp'uj cm'dg"  
ej cti gf "hqt"cp"cf o kwgf "Hqtgki p"Gzej cpi g"Uwf gpv'y kj "c'L/3'xluc0"

*R.C. 3314.06; R.C. 3313.64(G)(1); 22 C.F.R. 62.25(f).*

Cf qr vgf <51: B:

"

**241.7 Homebound Instruction**

**A. Purpose of Homebound Instruction**

Vj g'r wtr qug'qh'j qo gdqwpf "kputwekqp"ku'vq'uwxckp'vj g'eqp'kpwk' "qh" kputwekqp'cpf "v'f'cekkcvg'tgwtp'v'j g'ercuutqo "hqt'vj qug'gri kdr'uwf gpw" y j q'o wv'dg'vgo r qtctk' "eqphkpgf'cv'j qo g'qt'kp'c'j gcnj "ectg'cekkk' "f'wg'vq" vj gkt'o gf lecn'pggf u."dqvj 'r j {ulecn'cpf 'r u{ej kv'le. 'vj cv'f q'pqv'cmqy 'uej qqn' cwgpf cpeg'hqt'c'iko kgf 'r gtkqf "qh'vko g0J qo gdqwpf "ugt'xlegu'o c { "dg'wugf "vq" uwr r'go gpv'vj g'ercuutqo 'r tqi tco "hqt'uwf gpw'y kj 'j gcnj "ko r ckt'o gpw" y j qug'eqpf kkp'u'o c { "kpvgt'htg'y kj 'tgi wct'uej qqn'cwgpf cpeg'\*g0 U'uwf gpw" tgegk'kpi 'f'kn'uku'qt'tcf k'vqp'lej go qvj gter {="qt'uwf gpw'y kj "qvj gt'ugt'kqu" j gcnj "eqpf kkp'u+0J qo gdqwpf "ugt'xlegu'ctg'pqv'c'i wctcpvgg'vj cv'vj g'uwf gpv' y kn'r tqi tgu'kp'vj g'cecf go k'r tqi tco 0Y j gtg'r tce'lecn'cpf "f'gvt'o kpgf " cr r tqr t'kvg'd { 'vj g'Uej qqn'uej qqn'dcugf "kputwekqp'cn'qr v'kpu'uj qwf "dg" wkr'k' gf "kpen'f kpi 'r ctv'vko g'j qo gdqwpf "ugt'xlegu'cpf "qpr'kpg'qt'qvj gt'hqto u'qh' v'ej pqm' { 0Cu'cr r r'ecdr'g. 'f'gekukpu'tgi ctf kpi 'j qo gdqwpf "kputwekqp'y kn' dg'uwd'ge'v'vq'c'uwf gpw'u'726'v'gco "qt'cp'kpf k'k'f wcn'k' gf "gf wecv'kqp'r r'p" \*0KGRö+'v'gco "cpf "ucv'g'cpf "hgf gtcn'tgs wkt go gpw'hqt'uwf gpw'y kj " f'kucdk'k'kgu.'y j lej 'o c { "uwr gtugf g'cur geu'qh'vj ku'r qrk { 0"Ugg'Uge'v'kqp'726'qh' vj g'Tgj cdk'k'c'v'kqp'Ce'v'qh'3; 95. 'vj g'k'p'k'k'f wcn'y kj "F'kucdk'k'kgu'Gf wecv'kqp' k'o r tqxgo gpv'Ce'v'\*K'GIC+. 'T(0E0Ej cr vgt'5545."Q0C(0E05523/730

**B. General Conditions for Homebound Services**

J qo gdqwpf "Ugt'xlegu'o c { "dg'r tqxkf gf "d { 'vj g'Uej qqn'hqt'uwf gpw'y j q'j cxg" dggp"egt'v'k'gf "d { 'c'k'egpugf 'r j {ulekcp.'r'k'egpugf 'pwtug'r tce'v'k'k'p'gt.'r'k'egpugf " r j {ulekcp'au'cuuk'v'cp'v'qt'r'k'egpugf "enk'p'ecnr' u{ej qm'i kuv'cu'v'p'cdrg'v'q'cwgpf " r wdr'k'uej qqn'dge'cwug'qh'c'r j {ulecn'qt'go q'v'k'p'cn'f'kucdk'k'k' { 0U'uwf gpw'o wv'dg" gptqmgf "kp'vj g'Uej qqn'v'q'dg'gri kdr'v'q't'ge'gk'x'g'j qo gdqwpf "ugt'xlegu'0

30 J qo gdqwpf "t'ghgttcn'cpf "ugt'xlegu'ctg'r tqeguugf "d { 'vj g'Rt'k'p'ekr'cn'qt" f'guki pgg'cpf "ctg'hqt'vj g'ewt'gpv'uej qqn' { gct'cpf lqt'hqt'vj g'vko g" egt'v'k'gf "d { 'vj g'uwf gpw'u'r'k'egpugf 'r j {ulekcp.'pwtug'r tce'v'k'k'p'gt'0 r j {ulekcp'au'cuuk'v'cp'v'qt'r'k'egpugf "enk'p'ecnr' u{ej qm'i kuv'y kj kp'vj g" ewt'gpv'uej qqn' { gct.'y j lej gxg't'eqo gu'hkt'u'0J qo gdqwpf "ugt'xlegu'y kn' dg'cr r tqxgf "hqt'c'vko g'r gtkqf "pqv'v'q'gzeggf "p'k'p'g"\*; '+ecngpf ct'y ggmu'0 Gz'v'puk'qp'qh'j qo gdqwpf "ugt'xlegu'pqv'v'q'gzeggf "h'q'w'\*6'+ecngpf ct" y ggmu'y kn't'gs wkt'g't'gx'k'gy "cpf 'cr r tqx'cn'd { 'vj g'cr r tqr t'k'v'g'v'gco "cpf " qh'h'eg'0Cr r tqx'cn'hqt'j qo gdqwpf "ugt'xlegu'ku'eqpf kkp'p'gf "w'qp" uwd'o kuuk'qp'qh'c'm't'gs wkt'gf "f'qewo gpv'v'k'p'cpf 'r gto kuuk'p'u'0

40 Y j gp'c'uwf gpv'ku'hqwpf "gri kdr'hqt'j qo gdqwpf "ugt'xlegu.'vj g" Rt'k'p'ekr'cn'qt'f'guki pgg'y kn'cuuki p'c'j qo gdqwpf "wwqt'0

50 Uwf gpw'hqwpf "grki kdrghqt"j qo gdqwpf "kputwekqp"y knitgo ckp"qp"vj g" encuu'tqm'cpf "y kn'dg"eqwvvgf "r tguv'wprguu"vj g'uwf gpw"j cu'cp" wpgzewugf "ecpegm'kqp"qh"j qo gdqwpf "wwqt kpi "uguukpu"qt "tghwugu"vq" eqo r n{ "y kj "ugt'xlegu" \*gd 0 "tghwukpi "vq"eqo r ngv"cuuki po gpw. "hckkpi " vq"r tqxkf g" f cvgu'hqt"j qo gdqwpf "ugt'xleg" f grkxgt { . "hckkpi "vq"cvwpgf "qt" r ctv'ekr cvg"kp"ugt'xlegu+0Cuuki po gpw"cpf "vguvu"y kn'dg"r tqxkf gf "vq"vj g" j qo gdqwpf "wwqt" d { "vj g"uwf gpw"encuutqqo "vgej gt \*u+0

60 C"uwf gpv'y j q"ku'r tgi pcpv'ku"gpv'krgf "vq"j qo gdqwpf "ugt'xlegu" hqmjy kpi "f grkxgt { "qh"j gt "ej krf "hqt" c"r gtlqf "qh'ukz " \*8+"ecrgpf ct "y ggmu0 Y kj "cr r tqr tlcvg"o gf lecnlf qewo gpw'kqp"qh'eqo r nek'v'kpu. "ugt'xlegu" o c { "dg"r tqxkf gf "r tkqt "vq" f grkxgt { "cpf lqt "dg { qpf "ukz " \*8+"ecrgpf ct " y ggmu"r quv/r ctwo 0

70 I tcf gu'gctpgf "f wtkpi "j qo gdqwpf "ugt'xlegu"y j gvj gt "i tcf gf "d { "vj g" j qo gdqwpf "wwqt"qt "encuutqqo "vgej gt. "y kn'dg"ceegr vgf "d { "vj g" Uej qqr'ncpf "y kn'dg"cxgtci gf "vqi gvj gt"y kj "cni'qvj gt"encuutqqo "i tcf gu0 Qp/vko g"i tcf w'kqp"ku'pqv'i wctcpvggf "cpf "uwf gpw"tgegk'kpi " j qo gdqwpf "ugt'xlegu"o wuv'o ggv'cnlf kr nqo c'tgs wkt go gpw'hqt" i tcf w'kqp0

80 J qo gdqwpf "ugt'xlegu"ctg" f guki pgf "uq"vj cv'c"uwf gpv'f qgu'pqv'hcm' uki p'k'ecp'v' "dgj kpf "f wtkpi "vj g"r gtlqf "qh'eqphk'pgo gpv'0Ceeqtf kpi n{ . " vj g"j qwtu"qh"j qo gdqwpf "ugt'xlegu"r tqxkf gf "y kn'pqv'o cvej "uej qqr' j qwtu'cpf "r tkqt"v{ "y kn'dg"i kxgp"vq"eqt g"cecf go ke"uwdlgeu'tcyj gt "vj cp" ur gekn{ "encuugu" \*k00"vj qug'tgs wtk'kpi "rdu. "ur gekn' h'ekr'k'k'gu"qt" gs wkr o gpw"qt "grge'v'xg"encuugu0J qo gdqwpf "ugt'xlegu"y kn'pqv'dg" r tqxkf gf "hqt" cni'encuugu0Uwf gpw"tgegk'kpi "j qo gdqwpf "ugt'xlegu"y kn' dg"gzr gev'gf "vq"eqo r ngv"uej qqr'y qtn'q'wukf g"qh'vj g"r tgupeg"qh'vj g" j qo gdqwpf "wwqt"cpf "dg"r tgr ctgf "vq"r ctv'ekr cvg"kp"vj g" kputwek'qpcn' r tgegu0

90 Uwf gpw"tgegk'kpi "j qo gdqwpf "ugt'xlegu"o wuv'dg"eqphk'pgf "vq"vj g" j qo g0Uwf gpw"qp"j qo gdqwpf "o c { "pqv'r ctv'ekr cvg"kp"uej qqr' cev'x'k'k'gu. "ur qtu'qt"j cxg" c"lqd"y j krg"qp"j qo gdqwpf . "wprguu"r tkqt" cr r tqx'cn'ku"qdv'k'pgf "ht qo "vj g"r tkpek' cni0Cdkr'v{ "vq"r ctv'ekr cvg"kp"uwej " cev'x'k'k'gu"o c { "eqpuk'w'w'g"tgcuqp"vq"t'g'x'k'y "vj g"cr r tqx'cn'qh"j qo gdqwpf " kputwek'qpcn' "cpf lqt "cf lwuv"vj g"ugt'xlegu"r tqxkf gf 0

: 0 K'i'v' g"Uej qqr'nf gvto kpgu"vj cv'vj g"j qo g"ugw'kpi "ku'pqv'cr r tqr tlcvg"ht" kputwek'qpcn' "cpf "vj g"uwf gpw"u'eqpf k'k'qp"cmjy u. "j qo gdqwpf "ugt'xlegu" o c { "cnr"r m'eg"cv'qvj gt "h'ecv'k'p'u" f gvto kpgf "cr r tqr tlcvg"cpf " eqpf w'ek'g"vq"rgct'p'kpi 0

"

"

"

**ATTACHMENT 6.13**  
**ATTENDANCE POLICIES**

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities and/or blended learning programs
2. Truancy Policy, including automatic withdrawal procedures for when a student misses 72 consecutive hours

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

## **251 Attendance/Truancy/Withdrawal**

### **General Policy**

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the student and requires continuity of instruction and classroom participation. A parent must contact the School in accordance with the procedure set forth in Policy 252 whenever a student is absent.

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

### **Excused Absences**

Absences due to the following will be excused:

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

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

The Principal or his/her designee reserves the right to verify statements and to investigate the cause of absence.

Excuses from future school attendance:

1. Shall be limited to a period not to exceed thirty (30) school hours and can be renewed at the discretion of the Superintendent or his/her designee for thirty (30) additional hours. Absences shall not exceed sixty (60) consecutive hours unless the child's parent has recently died or become totally or partially incapacitated and there is no older sibling living in the home who is out of school. At the discretion of the Superintendent or his/her designee, a written statement from a physician may be required.
2. May not materially endanger the child's educational welfare and scholastic advancement.

#### Withdrawal

A student who fails to participate in seventy-two (72) consecutive hours of learning opportunities will be automatically withdrawn, unless the student's absence is excused. Otherwise, a parent may



withdraw a student voluntarily by signing a Voluntary Withdrawal form with the Principal or his/her designee.

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

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

#### Disciplinary Action for Unexcused Tardiness or Absence

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

Effective as of the day that the Board approves this policy, a student is tardy when they enter the school after the start of their first class for the day. If a student misses more than half a class, the student will be marked absent for the class. When tracking hours of missed instruction for excessive absence and truancy purposes, the School shall (select one):

Track tardiness and early dismissals to the nearest hour of missed instruction for each instance of tardiness or early dismissal per day (e.g., if a student is thirty-five (35) minutes tardy to school and leaves school forty-five (45) minutes early, the student shall be counted as absent for two (2) hours of that day).

Track tardiness and early dismissal times based on the precise amount of missed instruction, tracked to the nearest minute (e.g., if a student is thirty-five (35) minutes tardy to school and leaves school forty-five (45) minutes early, the student shall be counted as absent for eighty (80) minutes of that day).

Track tardiness and early dismissals to the nearest 30 minutes (not to exceed sixty (60) minutes) of missed instruction for each instance of tardiness or early dismissal per day.

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

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

### Truancy and Absence Intervention Strategies

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

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

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

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

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

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

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

Within fourteen (14) days after its formation, the AIT will develop a written plan ("AIT plan") to reduce or eliminate Student's further absences. The AIT plan will state that a complaint will be filed in juvenile court alleging that the child is an unruly child not later than sixty-one (61) days after implementation if the child refuses to participate in or fails to make satisfactory progress on the plan or other alternatives to adjudication. The School will make reasonable attempts to provide student's parent with written notice of the plan within seven (7) days of development.

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

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

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

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

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

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

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

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

The Principal or his/her designee is also authorized to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

Reporting

The School shall report to the Ohio Department of Education, as soon as practicable, any of the following occurrences:

1. When a student is deemed habitually truant.
2. When a student is deemed excessively absent.
3. When a student has been adjudicated an unruly child for being a habitual truant and violates the court order regarding that adjudication.
4. When an AIT plan has been implemented for a student.

This Board consulted with the juvenile court of the counties in which the School is located, parents of students attending the School, and state and local agencies deemed appropriate by the Board prior to adopting this policy.

*R.C. 2151.011; R.C. 2151.27; R.C. 3314.03(A)(6); R.C. 3314.11; R.C. 3321.01; R.C. 3321.041; R.C. 3321.13-.191; O.A.C. 3301-69-02.*

**Approved by Board December 14, 2023**

## **251.1 Attendance Requirements for Course Credit**

### **Attendance Requirements for Course Credit**

A student may have no more than six (6) undocumented absences during a semester in order to receive credit at the semester for a TSA course, unless otherwise provided by federal law.

For purposes of course credit, absences of Juniors and Seniors due to college visitation will be considered excused if the student complies with the following requirements:

1. Only two (2) college visitation days will be permitted per year for Juniors and Seniors, up to a total of four (4) days.
2. Seniors may not take a college visitation day during the second semester without first obtaining special permission from the Guidance Counselor.
3. Students must complete a Pre-Planned Absence form prior to the absence.
4. The Student must provide a completed College Visitation Verification form to the office within five (5) school days of the visit.

The student and parent/guardian will be notified by the School when four (4) undocumented absences have occurred in a semester. The student and parent/guardian will be notified by the School of loss of credit for the course on the next school day after the sixth (6th) undocumented absence.

### **Procedures for Reinstatement of Credit**

If a student receives a notice of loss of credit, a Reinstatement Petition may be filed with the Principal. Filing a petition of reinstatement of credit is the responsibility of the student and must be obtained from the Principal. The Principal, with assistance from the Guidance Counselor and teacher(s), determines reinstatement of credit. Credit will only be reinstated if the student, after meeting with the Principal, Guidance Counselor, and teacher(s), agrees to complete the appropriate amount of time and any assigned activities associated with the loss of credit in each course affected.

The Superintendent retains authority to implement this policy in a manner consistent with his/her authority in Policies 271, 273 and 251, the student Code of Conduct and the Attendance Truancy and Withdrawal policies.

See Appendix 251.1 - Credit Reinstatement Process

Date Adopted: 3/8/18

Date Effective: 7/1/2018

## **251.2 Student Absence for Professional Employment in the Entertainment/Arts Industry**

Students professionally employed in the entertainment/arts industry and who will be missing classes as a result of that employment need to request written approval (Appendix 251.1-A Entertainment/Arts Professional Employment Absence Request) from the Artistic Director or his/her designee no less than two weeks in advance of the absence. These absences may or may not be excused, depending on the nature of the activity. Professional employment in the entertainment/arts industry is defined as paid engagements and the Artistic Director may require copies of a pay stub, contract, studio call sheet, and/or a show program.

If the student will be absent for twenty-four or more consecutive hours that the School is open for instruction, but less than eighteen (18) days, the School will arrange for instruction either on location with a teacher or tutor approved by TSA or via distance learning, at the expense of the student, the student's family, or the entity employing the student.

Students who will be absent for eighteen (18) or more days must have an approved plan for credit by examination, distance learning, or alternative method of measurement and delivery, including on location or distance tutoring and graded homework assignment.

See Appendix 251.1-A Entertainment/Arts Professional Employment Absence Request. See also Policy 251 Attendance/Truancy/Withdrawal and Policy 247 Credit Flexibility

## 252 Missing and Absent Children

The Board believes in the importance of trying to decrease the number of missing children. Therefore, efforts will be made to identify possible missing children and notify the proper adults or agencies.

At the time of his/her initial entry to school, a student, or if the student is a minor, a parent, shall present to the person in charge of admission (1) any records given to him/her by the elementary or secondary school she/he most recently attended (2) a certified copy of an order or decree, or modification of such an order or decree allocating parental rights and responsibilities for the care of the pupil and designating a residential parent and legal custodian of the pupil, if applicable; and (3) a certification of birth\* issued pursuant to Section 3705.05 of the Ohio Revised Code or a comparable certificate or certification issued pursuant to the statutes of another state, territory, possession, or nation. Within twenty-four (24) hours of the student's entry into the school, a school official shall request the student's official records from the elementary or secondary school the student most recently attended. If the school the student claims to have most recently attended indicates that it has no records of the student's attendance or the records are not received within fourteen (14) days of the date of request, or the student does not present a certification of birth or comparable certificate or certification from another state, territory, possession, or nation, the Principal or his/her designee shall notify the law enforcement agency having jurisdiction in the area where the student resides of this fact and of the possibility that the student may, be a missing child, as this term is defined in Section 2901.30 of the Ohio Revised Code.

If the School receives notification from a law enforcement agency that it has made a missing child report for a current or a former student, then the School must mark the student's records so that whenever a copy of, or information regarding the records is requested, any School official responding to the request is alerted that the records are those of a reported missing child. In addition, when a request of records or information is received, the person in charge of admission must immediately report the request to the law enforcement agency that notified the School that the student might be a missing child. When forwarding a copy of, or information from the student's records in response to a request, the School must do so in such a way that the receiving school is not able to discern that the student's records are marked. The School must retain the mark in the records until notified that the student is no longer a missing child, at which time the School must remove the mark from the student's records in such a way that it would be impossible to tell that the records were ever marked. See **Appendix 252-A** for the Missing Child Reporting and Marking Form.

The School will immediately give notice to the Ohio Attorney General's missing children clearinghouse and the law enforcement agency where the missing child resides if the School becomes aware that any missing child might be in attendance at the School. To the extent that it can, the School will also assist parents in the case of a missing student by coordinating with local law enforcement and the missing children clearinghouse.

The School has established an informational program for students, parents, and community members relative to missing children issues, which is available from the School upon request, including information regarding the fingerprinting program, if applicable. The School's informational program is based on assistance and materials provided by the Ohio Attorney General's missing child education program and resources available from the National Center for Missing and Exploited Children.

The primary responsibility for a student's attendance at School rests with his/her parent. A parent must notify the School on the day a student is absent unless previous notification has been given in accordance with school procedure for excused absences.

The procedure for absences is as follows:

1. A parent must call or email the School to inform the School that his/her child or children will be absent from School. This phone call should take place within the first hour that School is in session or as soon as practicable.
2. If a parent fails to call or email the School, the school's attendance officer or his/her designee will contact the parent or other person having care of the student to inform him/her of the student's absence. This contact shall occur within one hundred twenty minutes (120) after the beginning of each school day. Attempted contact shall be made one of the following ways:
  - (a) A telephone call placed in person;
  - (b) An automated telephone call via a system that includes verification that each call was actually placed, and either the call was answered by its intended recipient or a voice mail message was left by the automated system relaying the required information;
  - (c) A notification sent through the school's automated student information system;
  - (d) A text-based communication sent to the parent's or other emergency contact's electronic wireless communications device;
  - (e) A notification sent to the email address of the parent or other emergency contact; or
  - (f) A visit, in person, to the student's residence of record.

A community school, community school governing authority, or community school employee is not liable for damages in a civil action for injury, death, or loss to person or property allegedly arising from a community school employee's good faith efforts to comply with parental notification procedures.

Parents or other responsible persons shall provide the School with their current home and/or work telephone numbers and home addresses, as well as emergency telephone numbers for such purposes.

Parental notification is not necessary when students are absent with legitimate excuse, to students who are in home-based, online, or internet- or computer-based instruction, or to students who were not expected to be in attendance at a particular school building due to the student's participation in off-campus activities, including participation in a college credit plus program.

\*May substitute any of the following documents for a birth certificate: 1) a passport or attested transcript showing the date and place of birth of the child; 2) an attested transcript of a birth certificate; 3) an attested transcript of a baptism certificate or other religious record showing the date and place of birth of the child; 4) an attested transcript of a hospital record showing date and place of birth, or 5) a birth affidavit.

*R.C. 109.65; R.C. 3313.96; R.C. 3313.672; R.C. 3321.141.*

**Appendix 252-A Missing Child Reporting and Marking Form and Appendix 252-B Missing Child Educational Program.**



**253 Fingerprinting Students**

The School recognizes the advantage to both parents and law enforcement agencies of a means of identifying children who have become lost or have been abducted. Accordingly, the School may cooperate with legal law enforcement agencies in the voluntary fingerprinting of students enrolled at the School.

**254 Calamity Day Make-up Policy**

Prior to August 1 of each school year, the Board may adopt a plan to provide instruction via online delivery in order to make up hours in a school year for which it is necessary to close the School for any of the following reasons:

1. Disease epidemic;
2. Hazardous weather conditions;
3. Law enforcement emergencies;
4. Inoperability of school buses or other equipment necessary to the school's operation;
5. Damage to the school building; or
6. Other temporary circumstances due to utility failure rendering the school building unfit for school use.

A plan adopted by the Board shall provide for making up any number of hours, up to a maximum of the equivalent of three (3) school days. -The plan shall be designed to ensure continuity of learning for students during a school closure and must provide for the following:

1. A statement that to the extent possible, students will be provided with teacher-directed synchronous learning in which the teacher and students are interacting in real time on a virtual learning platform during the closure;
2. The School's attendance requirements, including how participating in learning opportunities and how the School will reach out to students to ensure engagement during the closure;
3. A description of how equitable access to quality instruction will be ensured, including how the School will address the needs of students with disabilities, English learners, and other vulnerable student populations;

The process the School will use to notify staff, students, and parents that the School will be using its online delivery of instruction;

4. Information on contacting teachers by telephone, email, or a virtual learning platform during the closure; and
5. A description of how the School will meet the needs of staff and students regarding internet connectivity and technology for online delivery of instruction.

The plan adopted by the Board shall include the written consent of any teachers' employee representative, if applicable.

*R.C. 3313.482; 3314.08*

Revised 8/10/2023

## ATTACHMENT 7.2

### REPORTS TO THE SPONSOR

The sponsor must report to Sponsor via Sponsor's document management system, Epicenter, all items required by contract and by the Ohio Department of Education (ODE), including, but not limited to:

- Current roster of staff by position, including notations on licensure, HQT status, and FBI/BCI&I completion
- Current roster of Board members, including contact information
- Evidence of Board member training completion, FBI/BCI&I completion, and conflict of interest disclosure
- Annual Board member disclosure statements
- Any findings for recovery issued by the Auditor of State against any Board member, or against any management company or school employee
- Schedule of regular Board meetings, including dates, times, and location
- Public notice of all regular, special, or emergency Board meetings
- Copies of all approved and signed Board minutes, after every meeting
- Monthly financial and enrollment reports
- Board-approved five-year forecast, whenever updated
- CCIP, SOES, EMIS, and OEDS-R Administrator Information
- School calendar, including assessment schedule
- Special education program information and compliance
- Progress on internal and state-wide assessments, mission-driven programs, and contract goals
- Lease/rental agreement or mortgage/deed
- Building inspection certificates – fire and health department inspections, school environment inspection report, building permits, Certificate of Occupancy, etc.
- Inventory and Fixed Assets List – updated annually
- Articles of Incorporation, Code of Regulations, Employer ID No., IRS Determination Letter (if any), supplemental bylaws or policies
- Current safety plan as filed with the Attorney General's office
- Any staff, student, safety, Board, and other school policies, upon Sponsor's request
- Structural organizational chart
- Any required/requested information in Sponsor's document management system, Epicenter, on a timely basis

**NOTE:** Please do not submit these items with the Contract, unless requested within other attachments. The above is a non-exhaustive list of items that the School is obligated to report to the Sponsor throughout the year.

## **ATTACHMENT 8.2**

### **DISMISSAL OF EMPLOYEES**

1. Employee dismissal procedures
2. Plan for disposition of employees if this contract is terminated or not renewed

**361 Employee Discipline**

The School is committed to establishing and maintaining supervisory practices and procedures that support effective operations in the interest of the organization and its employees. Such procedures may include the administration of disciplinary action to assist employees in overcoming work related problems, performance deficiencies, or behavior that violates the School's policies, practices, and procedures.

Although the School maintains a progressive disciplinary procedure, circumstances may warrant disciplinary action outside of the progressive procedure. For example, the progressive procedure may not be appropriate: (1) when the conduct at issue involves severe performance deficiencies, performance problems related to skill or ability, or certain types of inappropriate or disruptive conduct; (2) when the initial steps of progressive discipline do not assist the employee in correcting the problem; (3) when the employee occupies a position requiring the exercise of effective management and leadership; or (4) when the employee's actions, or inactions, may seriously impair the School's ability to carry out its mission. If the School determines that these, or similar circumstances exist, the School may determine that the progressive disciplinary procedure is inappropriate. Moreover, under certain circumstances, a supervisor may determine that although the procedure should be utilized, certain steps in the procedure should be omitted or repeated.

**362                    Disciplinary Procedure****Step 1: Verbal Discussions and Warning**

The initial step of the progressive disciplinary procedure is for the supervisor to discuss the problem with the employee as soon as possible after the incident or awareness of the problem occurs. The supervisor should discuss the problem, suggest ways to improve or to correct the problem, and identify a time period for corrective action.

**Step 2: Written Warning**

The second step is for the supervisor to provide the employee with a written warning. The step is generally taken when the initial step does not correct the problem, although a supervisor may determine that a written warning is warranted as the initial step. When a written warning is given an employee, the supervisor should meet with the employee, outline the problem, suggest ways to improve or correct the problem and identify a time period for corrective action. The specifics of this discussion should be documented in a letter or memorandum that is provided to the employee and forwarded to the Executive Director or his/her designee of the School for placement in the employee personnel file. A copy of the letter or memorandum should also be initialed by the employee. If the employee refuses to sign it, this should be documented by the supervisor.

**Step 3: Suspension**

Although not generally a step in the progressive disciplinary procedure, suspension may be appropriate as the third step. If utilized at all, suspension is generally limited to two circumstances. First, a supervisor may determine that suspension should be used as a corrective measure to emphasize the seriousness of a problem. Second, suspension may be used because discharge appears warranted but the supervisor needs time for an investigation to be conducted to determine if discharge is actually warranted. In any event, suspension is for a specified period and, except for exceptional circumstances, without pay.

**Step 4: Discharge**

If prior measures fail to correct a problem, the final step in the progressive discipline procedure is termination. If the supervisor is satisfied that discharge is appropriate, and the Executive Director or his/her designee concur, discharge should be initiated. The circumstances that led to the decision to discharge the employee should be documented by the supervisor.

**363 Termination**

In certain circumstances, Toledo School for the Arts will choose to be an “At Will” employer and as such an employee may be terminated without cause. Whether an employee is “at will,” or, serving under a contract that requires cause for termination, listed below are some reasons which may result in an employee being terminated. This list is not intended to contain all possible reasons for termination.

- Theft or Dishonesty;
- Material destruction of, or unauthorized use of, School property;
- Falsification of School Records;
- Unacceptable work performance, including irregular or tardy attendance;
- Unacceptable attendance record;
- Providing inappropriate assistance or information to students on tests;
- Threatening, harassing, assaulting or abusing any student, employee or visitor;
- Fighting, physical violence and verbal abuse;
- Possession of firearms or explosives;
- Violation of the drug, alcohol and/or smoking policies;
- Intoxication or use of alcohol on School property;
- Use, sale or possession of unlawful drugs on School property
- Sleeping on duty;
- Neglect of duty and disruption of others;
- Insubordination or inefficiency;
- Abuse or inappropriate access of confidential information;
- Willful violation of School safety or security regulations;
- Violation of procedures or policies of the School;
- Unequal application of procedures or policies of the School.
- Conduct unbecoming to a teacher or school employee.
- Inability to manage classroom or obtain results for academic achievement



**364            Resignation**

When an employee wishes to resign, he/she must submit their resignation in writing at least 30 days prior to the effective date.

**365 Whistleblower Policy**

The Ohio Revised Code prohibits employers from taking any disciplinary or retaliatory action against an employee for making a report of a violation of any state or federal statute which an employee believes (1) is a criminal offense that is likely to cause either an imminent risk of physical harm to persons or a hazard to public safety; (2) is a felony; or (3) is an improper solicitation for a contribution.

In order to receive the protection afforded by the Revised Code, the employee must orally notify his or her supervisor of the violation and subsequently file a written report with the supervisor that provides sufficient detail to identify and describe the violation. If the employee is unable to report the violation to his or her supervisor, the oral and written reports must be made to the Board. Employees must make a reasonable and good faith effort to determine the accuracy of any information that is reported verbally or in writing.

If the employer does not correct the violation or make a reasonable and good faith effort to correct the violation within twenty-four hours after the oral notification or the receipt of the report, whichever is earlier, the employee may file a written report that provides sufficient detail to identify and describe the violation with the prosecuting authority of the county or municipal corporation where the violation occurred, with a peace officer, with the inspector general if the violation is within the inspector general's jurisdiction, or with any other appropriate public official or agency that has regulatory authority over the employer and the industry, trade, or business in which the employer is engaged.

The employer will not retaliate or take part in any form of reprisal against the employee bringing the complaint. Employees who believe they may have been subject to retaliation should report suspected retaliation to the Board President.

An employee may be subject to discipline if it is determined that the report of wrongdoing was knowingly fabricated by the employee or was, knowingly distorted, exaggerated or minimized to either injure someone else or, to protect the reporting party or others.

Complaints of harassment will be handled in accordance with the anti-harassment policy. In addition, the Ohio Auditor of State's office maintains a system for the reporting of fraud, including the misuse of public money by any official or office. You may make an anonymous complaint through a toll free number, through the Auditor of State's website, or through the United States mail at:

Telephone: 1-866-FRAUD OH (1-866-372-8364)

Ohio Auditor of State's  
Office Special  
Investigations Unit  
88 East Broad Street  
P. O. Box 1140  
Columbus, OH 43215

Web: [www.ohioauditor.gov](http://www.ohioauditor.gov)

You must sign either **Appendix 365-A**, OR the acknowledgement of receipt of the employee handbook, in order to confirm receipt and understanding of this information.

*R.C. 4113.51; R.C. 117.103(B)(1)*



## **Disposition of Employees**

In the event that the School's sponsorship agreement is terminated or non-renewed, or the school is otherwise closed, the School will notify all employees working at the School of the School's impending closure within ten (10) business days of the closure determination. Upon request from the departing employees, the School will provide all employees either: 1) a letter of recommendation for future employers, if applicable, or 2) a statement of performance.

Toledo School for the Arts  
333 14<sup>th</sup> Street  
Toledo, OH 43604  
419-246-8732

**ATTACHMENT 8.3**  
**EMPLOYEE BENEFITS**

1. Description of any health, medical, or other benefits provided by the School to full-time employees of the School

**NOTE:** Employee benefits may be amended by the School from time to time, provided that all such amendments are provided to the Sponsor in writing within five (5) business days of amendment or change.

### **391.1 Health Insurance and Annuities**

The Board provides health insurance for all full time employees. Hourly employees are not generally provided paid health insurance. The amount contributed by the Board is determined annually prior to the start of a new School year. The Board also contracts for dental and legal insurance, which is paid totally by the employee, provided, however, an employee may use their FSA money (see policy no. 391.2 below) for these costs. From time to time the Board may have several contracts with companies who provide tax sheltered annuities to employees who wish to contribute. These are paid entirely by the employee. Employee contributions shall be made through payroll deductions. If an employee is given a leave of absence for a period of time the Board will not pay the employee's health insurance except as required for eligible parties under the FMLA (See Policy 385 above). The employee may elect to pay the premiums for such time as they are on an approved leave. An employee who resigns prior to the end of their contract year will have Board paid health insurance only through the end of the month in which their resignation is effective. If a teacher or teacher aide resigns at the end of their contract year the Board will continue to pay their health insurance premium through the month of August. Other staff members who resign at the end of their contract will have their health insurance paid through the end of the month immediately following the end of the contract.

*R.C. 9.90.*



**Delta Dental PPO™ (Point-of-Service)  
Summary of Dental Plan Benefits  
For Group# 11058-0001, 0099  
Toledo School for the Arts**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the Dentist's network participation.\*

**Control Plan** - Delta Dental of Ohio

**Benefit Year** - January 1 through December 31

**Covered Services** -

	<b>Delta Dental PPO™ Dentist Plan Pays</b>	<b>Delta Dental Premier® Dentist Plan Pays</b>	<b>Nonparticipating Dentist Plan Pays*</b>
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Emergency Palliative Treatment</b> - to temporarily relieve pain	100%	100%	100%
<b>Sealants</b> - to prevent decay of permanent teeth	100%	100%	100%
<b>Brush Biopsy</b> - to detect oral cancer	100%	100%	100%
<b>Radiographs</b> - X-rays	100%	100%	100%
<b>Basic Services</b>			
<b>Minor Restorative Services</b> - fillings and crown repair	100%	100%	100%
<b>Endodontic Services</b> - root canals	100%	100%	100%
<b>Periodontic Services</b> - to treat gum disease	100%	100%	100%
<b>Oral Surgery Services</b> - extractions and dental surgery	100%	100%	100%
<b>Other Basic Services</b> - misc. services	100%	100%	100%
<b>Relines and Repairs</b> - to prosthetic appliances	100%	100%	100%
<b>Major Services</b>			
<b>Major Restorative Services</b> - crowns	60%	60%	60%
<b>Prosthodontic Services</b> - bridges, implants, dentures, and crowns over implants	60%	60%	60%
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> - braces	50%	50%	50%
<b>Orthodontic Age Limit</b> -	through age 18 and under	through age 18 and under	through age 18 and under

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her Dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people age 18 and under.
- Bitewing X-rays are payable once per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are payable once per tooth per lifetime for first permanent molars for people age eight and under and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.
- Veneers are payable on incisors, cuspids, and bicuspid once per tooth in any five-year period for people age 12 and older when necessary due to fracture or decay.
- Composite resin (white) restorations are payable on posterior teeth.
- Metallic inlays are Covered Services.

- Porcelain and resin facings on crowns are Covered Services on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.
- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of Dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our website or contact your benefits representative to get a copy of our Passport Dental information sheet.

**Maximum Payment** - \$1,500 per Member total per Benefit Year on all services except orthodontic services. \$1,000 per Member total per lifetime on orthodontic services.

**Payment for Orthodontic Service** - When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per month fee charged by your Dentist based upon the agreed upon payment plan provided by Delta Dental to your Dentist.

**Maximum Carryover - Delta Dental PPO™ Dentist or Delta Dental Premier® Dentist** - If at least one Covered Service is paid in a Benefit Year and the total Benefit paid does not exceed \$750 in that Benefit Year \$350 will carry over to the next Benefit Year's Maximum Payment. This amount will accumulate from one Benefit Year to the next, but will not exceed \$1,500. If no Covered Services are paid during a Benefit Year, all accumulated carryover amounts from previous Benefit Years will be forfeited.

**Nonparticipating Dentist** - If at least one Covered Service is paid in a Benefit Year and the total Benefit paid does not exceed \$750 in that Benefit Year \$250 will carry over to the next Benefit Year's Maximum Payment. This amount will accumulate from one Benefit Year to the next, but will not exceed \$1,500. If no Covered Services are paid during a Benefit Year, all accumulated carryover amounts from previous Benefit Years will be forfeited.

**Deductible** - \$50 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

**Waiting Period** - Enrollees who are eligible for Benefits are covered on the first day of the month following the date of hire.

**Eligible People** - All full-time employees of the Contractor working at least 35 hours per week who choose the dental plan and all Enrollees who are eligible for and elect Continuation Coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 or similar non-preempted state law ("COBRA").

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

**Coordination of Benefits** - If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled as both an Enrollee on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate benefits between your coverage and your Spouse's coverage.

Benefits will cease on the last day of the month in which your employment is terminated.



Customer Service Toll-Free Number: 800-524-0149 (TTY users call 711)  
<https://www.DeltaDentalOH.com>  
Document Creation Date: December 21, 2023

# Delta Dental. We do dental. *Better.*

Delta Dental is pleased to provide you with the service you have come to expect from the industry leader in dental benefits. We've created convenient ways for you to access any information you may need about your dental coverage.



## Your benefits 24/7 [www.deltadentaloh.com](http://www.deltadentaloh.com)

Visit our website and sign in to **Member Portal**.

- Learn about your plan
- Review claims
- Find a dentist near you

**Click on "Sign up!" to register for the first time.**



## Customer service **800-524-0149** (TTY users call 711)

Live help is available Monday–Friday from 8:30 a.m. to 8 p.m. ET. Automated system is available at all other times.

- Eligibility and benefit information
- Claim status
- Find a dentist near you

Below are your Delta Dental identification cards. Although you do not need to show these cards to your dentist to receive dental treatment, you may wish to carry them for informational purposes.

For questions about your dental benefits,  
or to find a participating dentist:

**[www.deltadentaloh.com](http://www.deltadentaloh.com)**  
**800-524-0149**

Mail <b>written inquiries</b> to: Delta Dental, PO Box 9089 Farmington Hills, MI 48333-9089	Mail <b>claims only</b> to: Delta Dental, PO Box 9085 Farmington Hills, MI 48333-9085
---	---

This card is for reference purposes only and is not a guarantee that coverage is in force.

For questions about your dental benefits,  
or to find a participating dentist:

**[www.deltadentaloh.com](http://www.deltadentaloh.com)**  
**800-524-0149**

Mail <b>written inquiries</b> to: Delta Dental, PO Box 9089 Farmington Hills, MI 48333-9089	Mail <b>claims only</b> to: Delta Dental, PO Box 9085 Farmington Hills, MI 48333-9085
---	---

This card is for reference purposes only and is not a guarantee that coverage is in force.



# Eligibility Enrollment/Update

NO FORM IS REQUIRED IF WAIVING BENEFITS

Check:  Indiana  Michigan  Ohio

Dental Client#/Subclient#: \_\_\_\_\_ - \_\_\_\_\_

Client Name: \_\_\_\_\_ Vision Client#/Subclient#: \_\_\_\_\_ - \_\_\_\_\_

### Plan Enrollment/Update Information (Please indicate type of update and fill in appropriate information):

Type of Update:  New Enrollment  Termination of Benefits  Change/Correction to Information  Reinstatement

Client/Subclient Transfer

From: Client#/Subclient# \_\_\_\_\_

To: Client#/Subclient# \_\_\_\_\_

Coverage Effective Date: \_\_\_\_\_

(##/##/####)

Change is for:

Subscriber

Spouse

Dependent

### Subscriber Information (Please fill in for first-time enrollments, changes or corrections):

Subscriber Name (Last) (First) (M.I.) \_\_\_\_\_

Sex

Male

Status\*:

Active

COBRA

Female

Retiree

Surviving

Social Security Number Birthdate (##/##/####) Hire Date (##/##/####)

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Dental Vision

Street Address \_\_\_\_\_

Check here if this is a new address

City State \_\_\_\_\_

Zip Code \_\_\_\_\_

### Spouse/Dependent Information (Please fill in for first-time enrollments, changes or corrections):

SPOUSE Name (Last) (First) (M.I.) \_\_\_\_\_

Sex:

Male

Dental

Vision

Female

Social Security Number Birth Date \_\_\_\_\_

Status\*:

Legal

Surviving

DEPENDENT #1 Name (Last) (First) (M.I.) \_\_\_\_\_

Sex:

Male

Dental

Vision

Female

Social Security Number Birth Date \_\_\_\_\_

Status\*:

IRS Dep.

Surviving

Disabled

Sponsored

DEPENDENT #2 Name (Last) (First) (M.I.) \_\_\_\_\_

Sex:

Male

Dental

Vision

Female

Social Security Number Birth Date \_\_\_\_\_

Status\*:

IRS Dep.

Surviving

Disabled

Sponsored

DEPENDENT #3 Name (Last) (First) (M.I.) \_\_\_\_\_

Sex:

Male

Dental

Vision

Female

Social Security Number Birth Date \_\_\_\_\_

Status\*:

IRS Dep.

Surviving

Disabled

Sponsored

DEPENDENT #4 Name (Last) (First) (M.I.) \_\_\_\_\_

Sex:

Male

Dental

Vision

Female

Social Security Number Birth Date \_\_\_\_\_

Status\*:

IRS Dep.

Surviving

Disabled

Sponsored

\*See reverse side for instructions.

[NOTE: Vision is only available if the group contract includes it]

Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

I authorize payroll deduction from my earning for any contribution I am required to make.

Subscriber's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please read the following information carefully before completing the other side of this form. You should fill out this form if you are enrolling for coverage or changing any information from an earlier enrollment. If you have any questions about filling out this form, your human resources or personnel department can help you.

**Plan Enrollment/Update Information** - This section should only be completed if you are: (1) enrolling yourself or a family member for the first time, or (2) if your benefits were terminated and are not being reinstated or, (3) if you are making changes to your current enrollment information.

**Enrollment:** Check for first time enrollment for yourself, spouse or your dependents.

**Reinstatement:** Check for reinstatement coverage for yourself, spouse or your dependents.

**Change/Corrections:** When reporting a change or correction, the information that is incorrect or has changed should be listed. Please include both the first and last names of any individuals for whom you are enrolling or submitting a change or correction.

**Termination of Benefits:** Check only if you are terminating Delta Dental coverage for Subscriber, Spouse or Dependent.

**Client Transfers:** Use the "FROM: Client#/Subclient# and TO: Client#/Subclient#" when transferring from one client to another, all dependents will transfer unless otherwise indicated. This section should also be completed when transferring to COBRA.

**Subscriber Information** - This section must be completed for us to process your enrollment, changes or corrections to your record. All information should apply to you, the primary subscriber. Please print clearly or type including first and last name.

**Coverage Effective Date:** The date that Delta Dental coverage or changes takes effect.

**Status Definitions** (Please select only one status):

**Active:** You are a current/active subscriber.

**Retiree:** You are retired and your group continues to provide you with dental benefits.

**COBRA:** You are no longer an active subscriber but you have continued self-paid coverage under COBRA. COBRA requires many employers to offer extended self-paid coverage to certain employees and qualified beneficiaries who lose group medical benefits coverage. **Please check with your human resources or personnel department.**

**Surviving:** The surviving spouse or child of a deceased subscriber.

**Spouse/Dependent Information** - This section must be completed for us to process your enrollment, changes or corrections to the record(s) for a spouse or dependent. Please print clearly or type including first and last name.

**Dependent Status Definitions:**

**Legal:** Your current spouse.

**Surviving:** The surviving spouse or child of a deceased subscriber.

**IRS Dependent:** An individual who is your dependent child according to the U.S. Internal Revenue Code. This could include your unmarried or married dependent child who is attending a university, college, community college, junior college or trade school on a full-time basis and for whom you provide principal support.

**Disabled:** Your permanently disabled child.

**Sponsored:** **(Use only if specified in your Client's contract with Delta Dental).** Sponsored Dependents whom you are legally responsible for could include parents, grandparents and foreign exchange students.



Email: [eligibility@deltadentalmi.com](mailto:eligibility@deltadentalmi.com)



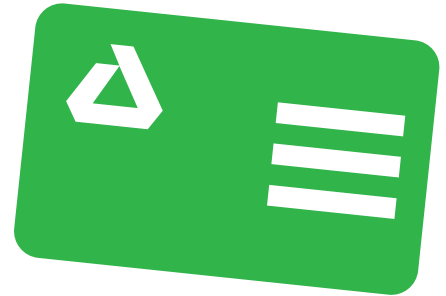
Delta Dental  
Attention: Eligibility Department  
PO Box 30416  
Lansing, MI 48909-7916

NO FORM IS REQUIRED IF WAIVING DENTAL OR VISION BENEFITS

# ID card not required

Delta Dental members receive our top-notch services without a printed ID card. Simply tell your dentist that you're covered by Delta Dental, and the office staff will take it from there!

However, if you would prefer to carry an ID card with you (either in electronic form or paper), get it one of these easy ways.



## » Use the free Delta Dental mobile app

Download an electronic ID card through the Delta Dental mobile app for Apple® and Android™ devices. Need the app? Scan the QR code here or go to <http://onelink.to/pk2r7c> from your device.



## » Log in to Member Portal

Go to Delta Dental's Member Portal at [www.memberportal.com](http://www.memberportal.com) to print a card. Once logged in, your ID card will appear on the screen. Click the "View & Print ID Card" button to view your ID card. Click the "Print ID Card" button and use your print function to print as many copies as desired.

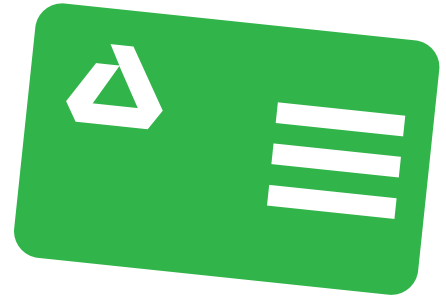
## » Call customer service

Delta Dental customer service can assist you at 800-524-0149, Monday-Friday 8:30 a.m.-8 p.m. ET.

# ID card not required

Delta Dental members receive our top-notch services without a printed ID card. Simply tell your dentist that you're covered by Delta Dental, and the office staff will take it from there!

However, if you would prefer to carry an ID card with you (either in electronic form or paper), get it one of these easy ways.



## » Use the free Delta Dental mobile app

Download an electronic ID card through the Delta Dental mobile app for Apple® and Android™ devices. Need the app? Scan the QR code here or go to <http://onelink.to/pk2r7c> from your device.



## » Log in to Member Portal

Go to Delta Dental's Member Portal at [www.memberportal.com](http://www.memberportal.com) to print a card. Once logged in, your ID card will appear on the screen. Click the "View & Print ID Card" button to view your ID card. Click the "Print ID Card" button and use your print function to print as many copies as desired.

## » Call customer service

Delta Dental customer service can assist you at 800-524-0149, Monday-Friday 8:30 a.m.-8 p.m. ET.

DELTA DENTAL INSURANCE PREMIUMS - EFFECTIVE 01/01/24			
	Dental Premium Totals	TSA Pays	Employee Pays
Employee Only	\$28.65	\$28.65	\$0.00
Family	\$83.40	\$28.65	\$54.75

GUARDIAN INSURANCE PREMIUMS - EFFECTIVE 2023/2024			
	Vision Premium Totals	TSA Pays	Employee Pays
Employee Only	\$6.62	\$6.62	\$0.00
Employee + 1	\$9.93	\$6.62	\$3.31
Family	\$17.65	\$6.62	\$11.03

Paramount Premiums 2023/2024	HMO	HSA
Single	Total Cost \$818.88/mo.	Total Cost: \$645.10/mo.
	\$0.00 - Employee pays	\$0.00 - Employee pays
	\$818.88 - TSA pays	<b>TSA pays total cost</b> including additional \$173.78 to employee HSA contribution.
Two Party/Couple	Total Cost \$1539.50/mo.	Total Cost: \$1212.79/mo.
	\$289.50 - Employee pays	\$121.28 - Employee pays
	\$1250.00 - TSA pays	\$1091.51 - TSA pays
Employee and children	Total Cost \$1539.50/mo.	Total Cost: \$1212.79/mo.
	\$289.50 - Employee pays	\$121.28 - Employee pays
	\$1250.00 - TSA pays	\$1091.51 - TSA pays
Family	Total Cost \$2753.15/mo.	Total Cost: \$2168.89/mo.
	\$586.49 - Employee pays	\$216.89 - Employee pays
	\$2166.66 - TSA pays	\$1952.00 - TSA pays



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, contact Paramount at 1-800-462-3589 or [www.paramounthealthcare.com/member-handbooks](http://www.paramounthealthcare.com/member-handbooks). For general definitions of common terms such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.paramounthealthcare.com](http://www.paramounthealthcare.com) or call 1-800-462-3589 to request a copy.

Important Questions	Answers	Why this Matters:
<b>What is the overall deductible?</b>	<b>\$5000</b> Single (Paramount Ohio HMO Network.) <b>\$10000</b> Family (Paramount Ohio HMO Network.) Does not apply to preventive care or covered services requiring a copayment.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
<b>Are there services covered before you meet your deductible?</b>	Yes, <u>preventive care</u>	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	No (Paramount Ohio HMO Network.)	You don't have to meet <u>deductibles</u> for specific services.
<b>What is the out-of-pocket limit for this plan?</b>	<b>\$7000</b> Single (Paramount Ohio HMO Network.) <b>\$14000</b> Family (Paramount Ohio HMO Network.)	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
<b>What is not included in the out-of-pocket limit?</b>	Premiums and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
<b>Will you pay less if you use a network provider?</b>	Yes. See <a href="http://www.paramounthealthcare.com/FindAProvider">www.paramounthealthcare.com/FindAProvider</a> or call 1-800-462-3589 for a list of Paramount Ohio HMO Network Providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (a <u>balance bill</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
<b>Do you need a referral to see a specialist?</b>	No	You can see the <u>specialist</u> you choose without a referral.





All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Your Cost If You Use A(n) Paramount Ohio HMO Network Provider	Your Cost If You Use A(n) Out-of-Network Provider	
If you visit a health care <b>provider's</b> office or clinic	Primary Care visit to treat an injury or illness	No charge.	Not covered.	—————none—————
	<u>Specialist</u> visit	No charge.	Not covered.	—————none—————
	<u>Preventive care/screening</u> /immunization	No charge.	Not covered.	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge.	Not covered.	—————none—————
	Imaging (CT/PET scans, MRIs)	No charge.	Not covered.	—————none—————
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at <a href="http://www.paramounthealthcare.com/Employers-PharmacyResources-CommercialDrugBenefits">www.paramounthealthcare.com/Employers-PharmacyResources-CommercialDrugBenefits</a>	Generic Copay	\$10.00 copay / prescription (retail) \$20.00 copay / prescription (mail order)	50% of <u>allowed amount</u>	<u>Subject to deductible.</u> Covers up to a 1-30 day supply (retail prescription); 31-90 day supply (mail order prescription) ACA Mandated Preventive Drugs - \$0.00.Oral Chemotherapy Drugs - 20% Coinsurance with a maximum of \$100.00.Paramount Value-Added Preventive Medications - \$0.00. Drug Formulary - Commercial Select
	Preferred Brand Copay	\$60.00 copay / prescription (retail) \$120.00 copay / prescription (mail order)	50% of <u>allowed amount</u>	Same as Generic Drugs
	Non-Preferred Brand Copay	\$80.00 copay / prescription (retail) \$240.00 copay / prescription (mail order)	50% of <u>allowed amount</u>	Same as Generic Drugs

\*For more information about limitations and exceptions, see the plan or policy document at [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Your Cost If You Use A(n) Paramount Ohio HMO Network Provider	Your Cost If You Use A(n) Out-of-Network Provider	
<b>If you need drugs to treat your illness or condition</b> More information about <a href="#">prescription drug coverage</a> is available at <a href="http://www.paramounthealthcare.com/Employers-PharmacyResources-CommercialDrugBenefits">www.paramounthealthcare.com/Employers-PharmacyResources-CommercialDrugBenefits</a>	ACA Mandated Preventive Drugs	\$0.00 Copay	50% of <u>allowed amount</u>	Preventive Drugs covered in accordance with PPACA mandates. This includes products from the following categories: aspirin, vitamins, smoking cessation medications, women's contraceptive medications and devices, vaccines and bowel preparations. These drugs are not subject to the deductible. This list is subject to change.
	Specialty Drugs	20% Coinsurance with a maximum of \$400.00	50% of <u>allowed amount</u>	Specialty drugs are available through a limited specialty network and not available through the standard mail order program. These drugs are subject to the deductible.
	Oral Chemotherapy Drugs	20% Coinsurance with a maximum of \$100.00	50% of <u>allowed amount</u>	<u>Subject to deductible.</u> Subject to prior authorization, quantity limits and dispensing limits. One month supply dispensing maximum. Orally administered cancer medications will not be covered on a less favorable basis, and will not have greater cost sharing than imposed for IV or injected cancer medications.
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No charge.	Not covered.	—————none—————
	Physician/surgeon fees	No charge.	Not covered.	—————none—————
<b>If you need immediate medical attention</b>	Emergency room care	No charge.	Payable under HMO network of benefits.	—————none—————
	<u>Emergency medical transportation</u>	No charge.	Payable under HMO network of benefits.	—————none—————
	<u>Urgent care</u>	No charge.	Payable under HMO network of benefits.	—————none—————
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	No charge.	Not covered.	—————none—————
	Physician/surgeon fees	No charge.	Not covered.	—————none—————
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	No charge.	Not covered.	—————none—————

\*For more information about limitations and exceptions, see the [plan](#) or policy document at [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Your Cost If You Use A(n) Paramount Ohio HMO Network Provider	Your Cost If You Use A(n) Out-of-Network Provider	
<b>If you need mental health, behavioral health,</b>	Inpatient services	No charge.	Not covered.	—————none—————
<b>If you are pregnant</b>	Office visits	No charge.	Not covered.	Cost sharing does not apply for preventive services.
	Childbirth/delivery professional services	No charge.	Not covered.	—————none—————
	Childbirth/delivery facility services	No charge.	Not covered.	—————none—————
<b>If you need help recovering or have other special health needs</b>	<u>Home health care</u>	No charge.	Not covered.	—————none—————
	<u>Rehabilitation services</u>	No charge.	Not covered.	Inpatient Rehabilitation limited to 60 days per calendar year. Outpatient physical, occupational and speech therapy are subject to deductible and are limited to 60 combined visits.
	<u>Habilitation services</u>	No charge.	Not covered.	Outpatient physical Habilitation is limited to 20 visits per year for each service. Medically diagnosed Autism Spectrum disorders are limited to children up to age twenty-one (21) if medically necessary.
	<u>Skilled nursing care</u>	No charge.	Not covered.	Limited to 100 days per calendar year.
	<u>Durable medical equipment</u>	No charge.	Not covered.	Subject to Medicare Part B Guidelines.
	<u>Hospice services</u>	No charge.	Not covered.	—————none—————
<b>If your child needs dental or eye care</b>	Children's eye exam	No charge.	Not covered.	Limited to one (1) routine vision exam every twelve (12) months.
	Children's glasses	Not covered.	Not covered.	—————none—————
	Children's dental check-up	Not covered.	Not covered.	—————none—————

\*For more information about limitations and exceptions, see the [plan](#) or policy document at [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

## Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"><li>• Acupuncture</li><li>• Dental care (Adult)</li><li>• Non-emergency care when traveling outside the U.S.</li><li>• Weight loss programs</li></ul>	<ul style="list-style-type: none"><li>• Bariatric Surgery</li><li>• Hearing Aids</li><li>• Private-duty nursing</li></ul>	<ul style="list-style-type: none"><li>• Cosmetic surgery</li><li>• Long-term care</li><li>• Routine foot care</li></ul>
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please check your <u>plan</u> document.		
<ul style="list-style-type: none"><li>• Chiropractic care</li></ul>	<ul style="list-style-type: none"><li>• Infertility treatment (if medically necessary, excludes Assisted Reproductive Technology (ART) and infertility drugs)</li></ul>	<ul style="list-style-type: none"><li>• Routine eye care (Adult)</li></ul>

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration, 1-866-444-EBSA (3272), [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Paramount Care, Inc., Member Service Department at: (419) 887-2525, Toll Free: 1-800-462-3589, or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

### Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

### Does this plan meet the Minimum Value Standard? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*—————

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Having a Baby (9 months of in-network pre-natal care and a hospital delivery)

The <u>Plan's</u> overall <u>deductible</u>	\$5000
<u>Specialist</u> <u>coinsurance</u>	0%
Hospital (facility) <u>coinsurance</u>	\$0.00
Other <u>coinsurance</u>	\$0.00

#### This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (*ultrasounds and blood work*)  
 Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,731</b>
---------------------------	-----------------

#### In this example, you would pay:

Cost Sharing	
Deductibles	\$5,000
Co-pays	\$40
Co-insurance	\$0
What isn't covered	
Limits or exclusions	\$60
<b>The total you would pay is</b>	<b>\$5,100</b>

### Managing type 2 Diabetes (a year of routine in-network care of a well-controlled condition)

The <u>Plan's</u> overall <u>deductible</u>	\$5000
<u>Specialist</u> <u>coinsurance</u>	0%
Hospital (facility) <u>coinsurance</u>	\$0.00
Other <u>coinsurance</u>	\$0.00

#### This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)  
 Diagnostic tests (*blood work*)  
 Prescription drugs  
 Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$7,389</b>
---------------------------	----------------

#### In this example, you would pay:

Cost Sharing	
Deductibles	\$3,410
Co-pays	\$830
Co-insurance	\$0
What isn't covered	
Limits or exclusions	\$60
<b>The total you would pay is</b>	<b>\$4,300</b>

### Simple Fracture (in-network emergency room visit and follow up care)

The <u>Plan's</u> overall <u>deductible</u>	\$5000
<u>Specialist</u> <u>coinsurance</u>	0%
Hospital (facility) <u>coinsurance</u>	\$0.00
Other <u>coinsurance</u>	\$0.00

#### This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)  
 Diagnostic test (*x-ray*)  
 Durable medical equipment (*crutches*)  
 Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$1,925</b>
---------------------------	----------------

#### In this example, you would pay:

Cost Sharing	
Deductibles	\$1,930
Co-pays	\$0
Co-insurance	\$0
What isn't covered	
Limits or exclusions	\$0
<b>The total you would pay is</b>	<b>\$1,930</b>

## Language Access Services:

**English:** ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-800-462-3589 (TTY: 1-888-740-5670).

**Albanian:** KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-800-462-3589 (TTY: 1-888-740-5670).

**Arabic:** ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 9853-264-008-1 (رقم هاتف الصم والبكم: 0765-047-888-1).

**Bantu:** ICITONDERWA: Nimba uvuga Ikirundi, uzohabwa serivisi zo gufasha mu ndimi, ku buntu. Woterefona 1-800-462-3589 (TTY: 1-888-740-5670).

**Bengali:** লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিঃখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন ১-৮০০-৪৬২-৩৫৮৯ (TTY: ১-৮৮৮-৭৪০-৫৬৭০)।

**Chinese:** 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-462-3589 (TTY: 1-888-740-5670)。

**Cushite:** XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-462-3589 (TTY: 1-888-740-5670).

**Dutch:** AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-462-3589 (TTY: 1-888-740-5670).

**French:** ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-462-3589 (ATS : 1-888-740-5670).

**German:** ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-462-3589 (TTY: 1-888-740-5670).

**Italian:** ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-462-3589 (TTY: 1-888-740-5670).

**Japanese:** 注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-462-3589 (TTY:1-888-740-5670) まで、お電話にてご連絡ください。

**Korean:** 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-462-3589 (TTY: 1-888-740-5670) 번으로 전화해 주십시오.

**Nepali:** ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस् 1-800-462-3589 (टिटिवाइ: 1-888-740-5670) ।

Wann du **[Deutsch (Pennsylvania German / Dutch)]**: schwetzsch, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-462-3589 (TTY: 1-888-740-5670).

**Polish:** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-462-3589 (TTY: 1-888-740-5670).

**Romanian:** ATENȚIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-462-3589 (TTY: 1-888-740-5670).

**Russian:** ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-462-3589 (телетайп: 1-888-740-5670).

**Serbo-Croatian:** OBAVJEŠTENJE: Ako govorite srpsko-hrvatski, usluge jezičke pomoći dostupne su vam besplatno. Nazovite 1-800-462-3589 (TTY- Telefon za osobe sa oštećenim govorom ili sluhom: 1-888-740-5670).

**Spanish:** ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-462-3589 (TTY: 1-888-740-5670).

**Syriac:** 1-800-462-3589- ܟܘܢ ܚܘܒܢܐ ܡܝܢ ܥܡܪܘܬܐ ܕܥܘܪܝܢܐ ܕܐܘܪܝܢܐ ܕܟܠ ܥܘܪܝܢܐ ܕܥܘܪܝܢܐ ܕܐܘܪܝܢܐ ܕܥܘܪܝܢܐ ܕܥܘܪܝܢܐ ܕܥܘܪܝܢܐ ܕܥܘܪܝܢܐ ܕܥܘܪܝܢܐ ܕܥܘܪܝܢܐ ܕܥܘܪܝܢܐ ܕܥܘܪܝܢܐ ܕܥܘܪܝܢܐ (TTY: 1-888-740-5670)

**Tagalog:** PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-462-3589 (TTY: 1-888-740-5670).

**Ukrainian:** УВАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-462-3589 (телетайп: 1-888-740-5670).

**Vietnamese:** CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-462-3589 (TTY: 1-888-740-5670).

## Notice of Nondiscrimination and Accessibility: Discrimination is Against the Law

Paramount Insurance Company complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Paramount Insurance Company does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Paramount Insurance Company provides:

- Free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Member Services at 1-800-462-3589.

If you believe that Paramount Insurance Company has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance. You can file a grievance in person or by mail, fax, or email.

Member Services  
300 Madison Ave Suite 270, Toledo OH 43604  
Phone: 419-887-2525  
Toll Free: 1-800-462-3589  
TTY: 1-888-740-5670  
Fax: 419-887-2047  
Email: [Paramount.MemberServices@ProMedica.org](mailto:Paramount.MemberServices@ProMedica.org)

If you need help filing a grievance, Member Services is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)  
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.





The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, contact Paramount at 1-800-462-3589 or [www.paramounthealthcare.com/member-handbooks](http://www.paramounthealthcare.com/member-handbooks). For general definitions of common terms such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.paramounthealthcare.com](http://www.paramounthealthcare.com) or call 1-800-462-3589 to request a copy.

Important Questions	Answers	Why this Matters:
<b>What is the overall deductible?</b>	<b>\$5000</b> Single (Paramount Ohio HMO Network.) <b>\$10000</b> Family (Paramount Ohio HMO Network.) Does not apply to preventive care or covered services requiring a copayment.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
<b>Are there services covered before you meet your deductible?</b>	Yes, <u>preventive care</u>	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	No (Paramount Ohio HMO Network.)	You don't have to meet <u>deductibles</u> for specific services.
<b>What is the out-of-pocket limit for this plan?</b>	<b>\$7000</b> Single (Paramount Ohio HMO Network.) <b>\$14000</b> Family (Paramount Ohio HMO Network.)	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
<b>What is not included in the out-of-pocket limit?</b>	Premiums and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
<b>Will you pay less if you use a network provider?</b>	Yes. See <a href="http://www.paramounthealthcare.com/FindAProvider">www.paramounthealthcare.com/FindAProvider</a> or call 1-800-462-3589 for a list of Paramount Ohio HMO Network Providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (a <u>balance bill</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
<b>Do you need a referral to see a specialist?</b>	No	You can see the <u>specialist</u> you choose without a referral.



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Your Cost If You Use A(n) Paramount Ohio HMO Network Provider	Your Cost If You Use A(n) Out-of-Network Provider	
If you visit a health care <b>provider's</b> office or clinic	Primary Care visit to treat an injury or illness	No charge.	Not covered.	—————none—————
	<u>Specialist</u> visit	No charge.	Not covered.	—————none—————
	<u>Preventive care/screening</u> /immunization	No charge.	Not covered.	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge.	Not covered.	—————none—————
	Imaging (CT/PET scans, MRIs)	No charge.	Not covered.	—————none—————
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at <a href="http://www.paramounthealthcare.com/Employers-PharmacyResources-CommercialDrugBenefits">www.paramounthealthcare.com/Employers-PharmacyResources-CommercialDrugBenefits</a>	Generic Copay	\$10.00 copay / prescription (retail) \$20.00 copay / prescription (mail order)	50% of <u>allowed amount</u>	<u>Subject to deductible.</u> Covers up to a 1-30 day supply (retail prescription); 31-90 day supply (mail order prescription) ACA Mandated Preventive Drugs - \$0.00. Oral Chemotherapy Drugs - 20% Coinsurance with a maximum of \$100.00. Paramount Value-Added Preventive Medications - \$0.00. Drug Formulary - Commercial Select
	Preferred Brand Copay	\$60.00 copay / prescription (retail) \$120.00 copay / prescription (mail order)	50% of <u>allowed amount</u>	Same as Generic Drugs
	Non-Preferred Brand Copay	\$80.00 copay / prescription (retail) \$240.00 copay / prescription (mail order)	50% of <u>allowed amount</u>	Same as Generic Drugs

\*For more information about limitations and exceptions, see the plan or policy document at [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Your Cost If You Use A(n) Paramount Ohio HMO Network Provider	Your Cost If You Use A(n) Out-of-Network Provider	
<b>If you need drugs to treat your illness or condition</b> More information about <a href="#">prescription drug coverage</a> is available at <a href="http://www.paramounthealthcare.com/Employers-PharmacyResources-CommercialDrugBenefits">www.paramounthealthcare.com/Employers-PharmacyResources-CommercialDrugBenefits</a>	ACA Mandated Preventive Drugs	\$0.00 Copay	50% of <u>allowed amount</u>	Preventive Drugs covered in accordance with PPACA mandates. This includes products from the following categories: aspirin, vitamins, smoking cessation medications, women's contraceptive medications and devices, vaccines and bowel preparations. These drugs are not subject to the deductible. This list is subject to change.
	Specialty Drugs	20% Coinsurance with a maximum of \$400.00	50% of <u>allowed amount</u>	Specialty drugs are available through a limited specialty network and not available through the standard mail order program. These drugs are subject to the deductible.
	Oral Chemotherapy Drugs	20% Coinsurance with a maximum of \$100.00	50% of <u>allowed amount</u>	<u>Subject to deductible.</u> Subject to prior authorization, quantity limits and dispensing limits. One month supply dispensing maximum. Orally administered cancer medications will not be covered on a less favorable basis, and will not have greater cost sharing than imposed for IV or injected cancer medications.
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	No charge.	Not covered.	—————none—————
	Physician/surgeon fees	No charge.	Not covered.	—————none—————
<b>If you need immediate medical attention</b>	Emergency room care	No charge.	Payable under HMO network of benefits.	—————none—————
	<u>Emergency medical transportation</u>	No charge.	Payable under HMO network of benefits.	—————none—————
	<u>Urgent care</u>	No charge.	Payable under HMO network of benefits.	—————none—————
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	No charge.	Not covered.	—————none—————
	Physician/surgeon fees	No charge.	Not covered.	—————none—————
<b>If you need mental health, behavioral health, or substance abuse services</b>	Outpatient services	No charge.	Not covered.	—————none—————

\*For more information about limitations and exceptions, see the [plan](#) or policy document at [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		Your Cost If You Use A(n) Paramount Ohio HMO Network Provider	Your Cost If You Use A(n) Out-of-Network Provider	
<b>If you need mental health, behavioral health, if you are pregnant</b>	Inpatient services	No charge.	Not covered.	—————none—————
	Office visits	No charge.	Not covered.	Cost sharing does not apply for preventive services.
<b>If you need help recovering or have other special health needs</b>	Childbirth/delivery professional services	No charge.	Not covered.	—————none—————
	Childbirth/delivery facility services	No charge.	Not covered.	—————none—————
	Home health care	No charge.	Not covered.	—————none—————
	Rehabilitation services	No charge.	Not covered.	Inpatient Rehabilitation limited to 60 days per calendar year. Outpatient physical, occupational and speech therapy are subject to deductible and are limited to 60 combined visits.
	Habilitation services	No charge.	Not covered.	Outpatient physical Habilitation is limited to 20 visits per year for each service. Medically diagnosed Autism Spectrum disorders are limited to children up to age twenty-one (21) if medically necessary.
	Skilled nursing care	No charge.	Not covered.	Limited to 100 days per calendar year.
	Durable medical equipment	No charge.	Not covered.	Subject to Medicare Part B Guidelines.
<b>If your child needs dental or eye care</b>	Hospice services	No charge.	Not covered.	—————none—————
	Children's eye exam	No charge.	Not covered.	Limited to one (1) routine vision exam every twelve (12) months.
	Children's glasses	Not covered.	Not covered.	—————none—————
	Children's dental check-up	Not covered.	Not covered.	—————none—————

\*For more information about limitations and exceptions, see the [plan](#) or policy document at [www.paramounthealthcare.com](http://www.paramounthealthcare.com).

## Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"><li>• Acupuncture</li><li>• Dental care (Adult)</li><li>• Non-emergency care when traveling outside the U.S.</li><li>• Weight loss programs</li></ul>	<ul style="list-style-type: none"><li>• Bariatric Surgery</li><li>• Hearing Aids</li><li>• Private-duty nursing</li></ul>	<ul style="list-style-type: none"><li>• Cosmetic surgery</li><li>• Long-term care</li><li>• Routine foot care</li></ul>
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please check your <u>plan</u> document.)		
<ul style="list-style-type: none"><li>• Chiropractic care</li></ul>	<ul style="list-style-type: none"><li>• Infertility treatment (if medically necessary, excludes Assisted Reproductive Technology (ART) and infertility drugs)</li></ul>	<ul style="list-style-type: none"><li>• Routine eye care (Adult)</li></ul>

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration, 1-866-444-EBSA (3272), [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: Paramount Care, Inc., Member Service Department at: (419) 887-2525, Toll Free: 1-800-462-3589, or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform)

### Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

### Does this plan meet the Minimum Value Standard? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*—————

## About these Coverage Examples:



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

### Having a Baby (9 months of in-network pre-natal care and a hospital delivery)

The <u>Plan's</u> overall <u>deductible</u>	\$5000
<u>Specialist</u> <u>coinsurance</u>	0%
Hospital (facility) <u>coinsurance</u>	\$0.00
Other <u>coinsurance</u>	\$0.00

#### This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (*ultrasounds and blood work*)  
 Specialist visit (*anesthesia*)

<b>Total Example Cost</b>	<b>\$12,731</b>
---------------------------	-----------------

#### In this example, you would pay:

Cost Sharing	
Deductibles	\$5,000
Co-pays	\$40
Co-insurance	\$0
What isn't covered	
Limits or exclusions	\$60
<b>The total you would pay is</b>	<b>\$5,100</b>

### Managing type 2 Diabetes (a year of routine in-network care of a well-controlled condition)

The <u>Plan's</u> overall <u>deductible</u>	\$5000
<u>Specialist</u> <u>coinsurance</u>	0%
Hospital (facility) <u>coinsurance</u>	\$0.00
Other <u>coinsurance</u>	\$0.00

#### This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)  
 Diagnostic tests (*blood work*)  
 Prescription drugs  
 Durable medical equipment (*glucose meter*)

<b>Total Example Cost</b>	<b>\$7,389</b>
---------------------------	----------------

#### In this example, you would pay:

Cost Sharing	
Deductibles	\$3,410
Co-pays	\$830
Co-insurance	\$0
What isn't covered	
Limits or exclusions	\$60
<b>The total you would pay is</b>	<b>\$4,300</b>

### Simple Fracture (in-network emergency room visit and follow up care)

The <u>Plan's</u> overall <u>deductible</u>	\$5000
<u>Specialist</u> <u>coinsurance</u>	0%
Hospital (facility) <u>coinsurance</u>	\$0.00
Other <u>coinsurance</u>	\$0.00

#### This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)  
 Diagnostic test (*x-ray*)  
 Durable medical equipment (*crutches*)  
 Rehabilitation services (*physical therapy*)

<b>Total Example Cost</b>	<b>\$1,925</b>
---------------------------	----------------

#### In this example, you would pay:

Cost Sharing	
Deductibles	\$1,930
Co-pays	\$0
Co-insurance	\$0
What isn't covered	
Limits or exclusions	\$0
<b>The total you would pay is</b>	<b>\$1,930</b>

## Language Access Services:

**English:** ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-800-462-3589 (TTY: 1-888-740-5670).

**Albanian:** KUJDES: Nëse flitni shqip, për ju ka në dispozicion shërbime të asistencës gjuhësore, pa pagesë. Telefononi në 1-800-462-3589 (TTY: 1-888-740-5670).

**Arabic:** ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 9853-264-008-1 (رقم هاتف الصم والبكم: 0765-047-888-1).

**Bantu:** ICITONDERWA: Nimba uvuga Ikirundi, uzohabwa serivisi zo gufasha mu ndimi, ku buntu. Woterefona 1-800-462-3589 (TTY: 1-888-740-5670).

**Bengali:** লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিঃখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন ১-৮০০-৪৬২-৩৫৮৯ (TTY: ১-৮৮৮-৭৪০-৫৬৭০)।

**Chinese:** 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-462-3589 (TTY: 1-888-740-5670)。

**Cushite:** XIYYEEFFANNAA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa 1-800-462-3589 (TTY: 1-888-740-5670).

**Dutch:** AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-462-3589 (TTY: 1-888-740-5670).

**French:** ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-462-3589 (ATS : 1-888-740-5670).

**German:** ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-800-462-3589 (TTY: 1-888-740-5670).

**Italian:** ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-462-3589 (TTY: 1-888-740-5670).

**Japanese:** 注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-462-3589 (TTY:1-888-740-5670) まで、お電話にてご連絡ください。

**Korean:** 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-462-3589 (TTY: 1-888-740-5670) 번으로 전화해 주십시오.

**Nepali:** ध्यान दिनुहोस्: तपाईंले नेपाली बोल्नुहुन्छ भने तपाईंको निम्ति भाषा सहायता सेवाहरू निःशुल्क रूपमा उपलब्ध छ । फोन गर्नुहोस् 1-800-462-3589 (टिटिवाइ: 1-888-740-5670) ।

Wann du **[Deutsch (Pennsylvania German / Dutch)]**: schwetzsch, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-800-462-3589 (TTY: 1-888-740-5670).







## Notice of Nondiscrimination and Accessibility: Discrimination is Against the Law

Paramount Insurance Company complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Paramount Insurance Company does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Paramount Insurance Company provides:

- Free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Member Services at 1-800-462-3589.

If you believe that Paramount Insurance Company has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance. You can file a grievance in person or by mail, fax, or email.

Member Services  
300 Madison Ave Suite 270, Toledo OH 43604  
Phone: 419-887-2525  
Toll Free: 1-800-462-3589  
TTY: 1-888-740-5670  
Fax: 419-887-2047  
Email: [Paramount.MemberServices@ProMedica.org](mailto:Paramount.MemberServices@ProMedica.org)

If you need help filing a grievance, Member Services is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)  
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

A dental benefits solution prepared for  
***Toledo School For The Arts***  
***in partnership with Delta Dental of Ohio***  
***2023-11-27***

Scott Krebs  
skrebs@deltadentaloh.com | 216-706-1205

---

## Join Ohio's largest dental benefits administrator!

For more than 60 years, Delta Dental of Ohio has been delivering the best possible value to our customers for their dental benefit dollars. No other dental benefits administrator can match Delta Dental's expertise and knowledge.

- Better access. Three out of four dentists nationwide participate in one or more of our networks. When members stay in network, they can never be billed for the difference between the dentist's submitted fee and the fee approved by Delta Dental.
- Better value. Since we have such large networks, our processing policies and fee determinations are applied to more claims than our competitors, which provides significant savings to our customers and members.
- Better technology. Our online tools make it easy for benefit managers to review, add and update eligibility, run reports and more. Plus, members have 24/7 access to benefit information, Explanation of Benefits and more.
- Better service. We have a world-class call center, and historically we renew 95 percent of our business every year.

Delta Dental is more than a great dental benefits company. We also offer DeltaVision® vision benefits, exclusive to Delta Dental groups, and support initiatives that build healthy, smart, vibrant communities for all.



Delta Dental of Ohio

Benefit Plan A

*Plan Pays:*

Delta Dental PPO (Point-of-Service)  
Non-Essential Health Benefits Highlights

**Coverage effective January 1, 2024**

	In-network		Out-of-network
	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
<b>Diagnostic &amp; Preventive</b>			
Diagnostic & Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
<b>Basic Services</b>			
Minor Restorative Services - fillings and crown repairs	100%	100%	100%
Endodontic Services - root canals	100%	100%	100%
Periodontic Services - to treat gum disease	100%	100%	100%
Oral Surgery Services - extractions and dental surgery	100%	100%	100%
Relines and Repairs - to prosthetic appliances	100%	100%	100%
Other Basic Services - misc. services	100%	100%	100%
<b>Major Services</b>			
Major Restorative Services - crowns	60%	60%	60%
Prosthodontics Services - bridges, implants, and dentures	60%	60%	60%
<b>Orthodontics</b>			
Orthodontic Services - braces	50%	50%	50%
Orthodontic Age Limit -	through age 18	through age 18	through age 18

**Maximum Payment**

\$1500 per person total per calendar year on Diagnostic & Preventive, Basic Services, and Major Services. \$1000 per person total per lifetime on Orthodontics.

**Maximum Carryover**

PPO and Premier Dentist - If at least one Covered Service is paid in a calendar year and the total benefit paid does not exceed \$750 in that calendar year, \$350 will be added to the next calendar year carryover maximum. This amount will accumulate from one calendar year to the next, but will not exceed \$1500. If no Covered Services are paid during a calendar year, all accumulated carryover amounts from previous calendar years will be forfeited.

Nonparticipating Dentist - If at least one Covered Service is paid in a calendar year and the total benefit paid does not exceed \$750 in that calendar year, \$250 will be added to the next calendar year carryover maximum. This amount will accumulate from one calendar year to the next, but will not exceed \$1500. If no Covered Services are paid during a calendar year, all accumulated carryover amounts from previous calendar years will be forfeited.

**Deductible**

\$50 deductible per person total per calendar year limited to a maximum deductible of \$150 per family per calendar year on all services except Diagnostic & Preventive and Orthodontics.

**RATES (Non-Retention)**

<b>Rate per subscriber per month</b>	<b>Guaranteed for 1 Year(s)</b>	<b>Guaranteed for 2 Year(s)</b>
Employee Only Rate	\$28.65	\$30.96
Family Rate	\$83.40	\$90.09

**Rating Requirements**

Mandatory Enrollment: 75% with a minimum of 68 subscribers.

Minimum client contributions: 90% for employees and 90% for dependents.

Tied to medical: No

Maximum number of subclients: 4

Rates are valid for 90 days from 01-01-2024

Subscribers and eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, they may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination.

**Rating Assumptions**

The rates are based on the census data that you provided to us. If the census data changes by more than 15% or less than 25% of your employees are located in Ohio, then these rates will be invalid.

Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a 1 or 2 year contract.

Self-billing is not allowed and you agree to pay as invoiced each month.

Standard subscriber materials will be provided to you to distribute to your members. These include the Summary of Dental Plan Benefits and Certificate.

Printed dentist directories are not included. You can find participating dentists on our website at [www.deltadentaloh.com](http://www.deltadentaloh.com).

These rates include 6.25% commissions.

## Rating Assumptions (continued)

Children under age 26 are eligible for benefits, including children who are married, who do not live with the Subscriber, who are not dependents for Federal income tax purposes, and/or who are not permanently disabled.

## Exclusions and Limitations

The plan specifications are subject to Delta Dental's standard exclusions and limitations, including:

- No pre-existing condition exclusions or limitations.
- Oral exams (including evaluations by a specialist) are payable 2 per calendar year.
- Prophylaxes (cleanings) are payable 2 per calendar year.
- Fluoride treatments are payable 2 per calendar year for people through age 18 and under.
- Bitewing X-rays are payable 1 per calendar year and full mouth X-rays (which include bitewing X-rays) are payable 1 per 5 year period.
- Sealants are payable 1 per tooth per lifetime for the occlusal surface of first molars for people through age 8 and under and second permanent molars for people through age 13 and under. The surface must be free from decay and restorations.
- Space maintainers are payable 1 per area per lifetime for people through age 13 and under.
- Posterior composite resin restorations are covered services.
- Posterior porcelain and resin facings are a covered benefit.
- Brush biopsy is a covered benefit.
- Occlusal Guards are payable 1 per 5 year period.
- Reline and rebase of dentures are payable 1 per 3 year period.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her Dentist about treatment.

Non-standard exclusions and limitations include:

- Crowns and Onlays, Bridgework, Inlays, Dentures, and Implants are payable 1 per tooth per 5 year period.
- Veneers are payable on incisors, cuspids and bicuspid 1 per tooth per 5 year period when necessary due to fracture or decay for people age 12 and older. Veneers for cosmetic purposes are not Covered Services.

# Thank You!

Thank you for giving Delta Dental the opportunity to provide you with a proposal. We encourage you to call us so that Toledo School For The Arts can join the more than 5,700 client groups who enjoy the advantage of a dental program administered by Delta Dental of Michigan, Ohio, North Carolina and Indiana. We look forward to doing business with you!

NOTE - The information contained in this proposal is not intended to be contractually binding without a written agreement executed by both parties memorializing the terms and conditions of dental benefit underwriting and/or administration anticipated to be provided by Delta Dental. We reserve the right to withdraw this proposal at any time.

# Questions?

Contact your Account Executive, Scott Krebs, at 216-706-1205 or [skrebs@deltadentaloh.com](mailto:skrebs@deltadentaloh.com)



## Welcome to

# Workplace benefits

### Everyone deserves a Guardian

Every day, Guardian gives 26 million Americans the security they deserve through our insurance and wealth management products and services.

We've partnered with your organization to offer you a range of employee benefits. Inside this pack, you'll find the plans your employer thinks you might benefit from.

### Know your benefits

Your benefits support your physical and financial wellbeing, to help keep you and your loved ones protected.

With Guardian, you're in good hands. We've been delivering on our promises for over 150 years, and we're looking forward to doing the same for you too.

**1** Read through this information.

**2** Find out more about your benefits.

**3** Talk to your employer if you need help or have any questions.

### Your coverage options



**Dental insurance**

Taking care of teeth and overall health



**Vision insurance**

Looking after your eyesight and related health issues



**Life insurance**

Protecting your family's financial future



**Long term disability insurance**

Coverage for longer periods where you can't work



**THIS PAGE INTENTIONALLY LEFT BLANK**



# Dental insurance

Taking care of your teeth is about more than just covering cavities and cleanings. It also means accounting for more expensive dental work, and your overall health.

With dental insurance, routine preventive care can lead to better overall health. And you'll be able to save money if any extensive dental work is required.

## Who is it for?

Everyone should have access to great dental coverage, which is why we offer comprehensive plans that are available through employers as part of your benefit offerings.

## What does it cover?

Dental insurance helps to protect your overall oral care. That includes services like preventive cleanings, x-rays, restorative services like fillings, and other more serious forms of oral surgery if you ever need them.

## Why should I consider it?

Poor oral health isn't just aesthetic, it's also been linked to conditions including diabetes, heart disease, and strokes. So, while brushing and flossing every day can help keep your teeth clean, nothing should replace regular visits to the dentist.



## Staying healthy

Joe visits his dentist for a routine dental cleaning, to take care of his teeth as well as his overall health.

Oral health is about more than just teeth and gums. It's also essential for a range of other health and wellbeing reasons:

**Cardiovascular disease:** Some research suggests that heart disease, clogged arteries, and infections may be linked to inflammation and infections from oral bacteria.

**Osteoporosis:** Weak and brittle bones may be linked to tooth loss.

**Diabetes:** Research shows that people with gum disease find it more difficult to control their blood sugar levels.

**Alzheimer's disease:** Tooth loss before the age of 35 may be a risk factor for Alzheimer's disease.

All information contained here is from the Mayo Clinic, Oral Health: A Window to Your Overall Health, [www.mayoclinic.com](http://www.mayoclinic.com). 2018.

You will receive these benefits if you meet the conditions listed in the policy.



# Your dental coverage

**Option 1: Value Plan** plan, you can visit any dentist; but you pay less out-of-pocket when you choose a PPO dentist. Out-of-network benefits are limited to our PPO fee schedule.

**Option 2: NAP Plan** plan, you can visit any dentist; but you pay less out-of-pocket when you choose a PPO dentist. Out-of-network benefits are based on a percentile of the prevailing fee data for the dentist's zip code.

Your Dental Plan	Option 1: Value Plan		Option 2: NAP Plan	
<b>Your Network is</b>	DentalGuard Preferred		DentalGuard Preferred	
<b>Calendar year deductible</b>	<i>In-Network</i>	<i>Out-of-Network</i>	<i>In-Network</i>	<i>Out-of-Network</i>
Individual	\$50	\$50	\$100	\$100
Family limit	3 per family		3 per family	
Waived for	Preventive	Preventive	Preventive	Preventive
<b>Charges covered for you (co-insurance)</b>	<i>In-Network</i>	<i>Out-of-Network</i>	<i>In-Network</i>	<i>Out-of-Network</i>
Preventive Care	100%	100%	100%	100%
Basic Care	100%	100%	80%	80%
Major Care	60%	60%	50%	50%
Orthodontia	50%	50%	50%	50%
<b>Annual Maximum Benefit</b>	\$1000		\$1000	
<b>Maximum Rollover</b>	Yes		Yes	
Rollover Threshold	\$500		\$500	
Rollover Amount	\$250		\$250	
Rollover In-network Amount	\$350		\$350	
Rollover Account Limit	\$1000		\$1000	
<b>Lifetime Orthodontia Maximum</b>	\$1000		\$1000	
<b>Dependent Age Limits</b>	26		26	



# Your dental coverage

## A Sample of Services Covered by Your Plan:

		Option 1: Value Plan		Option 2: NAP Plan	
		Plan pays (on average)		Plan pays (on average)	
		In-network	Out-of-network	In-network	Out-of-network
Preventive Care	Cleaning (prophylaxis)	100%	100%	100%	100%
	Frequency:	2 in 12 Months		2 in 12 Months	
	Fluoride Treatments	100%	100%	100%	100%
	Limits:	Under Age 19		Under Age 19	
	Oral Exams	100%	100%	100%	100%
	Sealants (per tooth)	100%	100%	100%	100%
	X-rays	100%	100%	100%	100%
Basic Care	Anesthesia*	100%	100%	80%	80%
	Fillings‡	100%	100%	80%	80%
	Perio Surgery	100%	100%	80%	80%
	Periodontal Maintenance	100%	100%	80%	80%
	Frequency:	2 in 12 months		2 in 12 months	
	Repair & Maintenance of Crowns, Bridges & Dentures	100%	100%	80%	80%
	Root Canal	100%	100%	80%	80%
	Scaling & Root Planing (per quadrant)	100%	100%	80%	80%
	Simple Extractions	100%	100%	80%	80%
Surgical Extractions	100%	100%	80%	80%	
Major Care	Bridges and Dentures	60%	60%	50%	50%
	Dental Implants	60%	60%	50%	50%
	Inlays, Onlays, Veneers**	60%	60%	50%	50%
	Single Crowns	60%	60%	50%	50%
Orthodontia	Orthodontia	50%	50%	50%	50%
	Limits:	Child(ren)		Child(ren)	

This is only a partial list of dental services. Your certificate of benefits will show exactly what is covered and excluded. \*\*For PPO and or Indemnity members, Crowns, Inlays, Onlays and Labial Veneers are covered only when needed because of decay or injury or other pathology when the tooth cannot be restored with amalgam or composite filling material. When Orthodontia coverage is for "Child(ren)" only, the orthodontic appliance must be placed prior to the age limit set by your plan; If full-time status is required by your plan in order to remain insured after a certain age; then orthodontic maintenance may continue as long as full-time student status is maintained. If Orthodontia coverage is for "Adults and Child(ren)" this limitation does not apply. \*General Anesthesia – restrictions apply. ‡For PPO and or Indemnity members, Fillings – restrictions may apply to composite fillings.



# Your dental coverage

## Manage Your Benefits:

Go to [www.Guardianlife.com](http://www.Guardianlife.com) to access secure information about your Guardian benefits including access to an image of your ID Card. Your on-line account will be set up within 30 days after your plan effective date.

## Find A Dentist:

Visit [www.Guardianlife.com](http://www.Guardianlife.com) Click on “Find A Provider”; You will need to know your plan, which can be found on the first page of your dental benefit summary.

## EXCLUSIONS AND LIMITATIONS

Important Information about Guardian’s DentalGuard Indemnity and DentalGuard Preferred Network PPO plans: This policy provides dental insurance only. Coverage is limited to those charges that are necessary to prevent, diagnose or treat dental disease, defect, or injury. Deductibles apply. The plan does not pay for: oral hygiene services (except as covered under preventive services), orthodontia (unless expressly provided for), cosmetic or experimental treatments (unless they are expressly provided for), any treatments to the extent benefits are payable by any other payor or for which no charge is made, prosthetic devices unless certain conditions are met, and services ancillary to surgical treatment. The plan limits benefits for diagnostic

consultations and for preventive, restorative, endodontic, periodontic, and prosthodontic services. The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract # GP-I-DG2000 et al. **PPO and or Indemnity Special Limitation:** Teeth lost or missing before a covered person becomes insured by this plan. A covered person may have one or more congenitally missing teeth or have lost one or more teeth before he became insured by this plan. We won't pay for a prosthetic device which replaces such teeth unless the device also replaces one or more natural teeth lost or extracted after the covered person became insured by this plan. R3-DG2000

DentalGuard Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage. This policy provides DENTAL insurance only. Policy Form # GP-1-DG2000, et al, GP-1-DEN-16

# Oral Health Rewards Program

Regular visits to the dentist can help prevent and detect the early signs of serious diseases.

That's why Guardian's Maximum Rollover Oral Health Rewards Program encourages and rewards members who visit the dentist, by rolling over part of your unused annual maximum into a Maximum Rollover Account (MRA). This can be used in future years if your plan's annual maximum is reached.

## How maximum rollover works\*

Depending on a plan's annual maximum, if claims made for a certain year don't reach a specified threshold, then the set maximum rollover amount can be rolled over.

Plan annual maximum**	Threshold	Maximum rollover amount	In-network only rollover amount	Maximum rollover account limit
<b>\$1,000</b> Maximum claims reimbursement	<b>\$500</b> Claims amount that determines rollover eligibility	<b>\$250</b> Additional dollars added to a plan's annual maximum for future years	<b>\$350</b> Additional dollars added if only in-network providers were used during the benefit year	<b>\$1,000</b> The limit that cannot be exceeded within the maximum rollover account



### Automatic rollover

Submit a claim (without exceeding the paid claims threshold of a benefit year), and Guardian will roll over a portion of your unused annual dental maximum.

\* This example has been created for illustrative purposes only.

\*\* If a plan has a different annual maximum for PPO benefits vs. non-PPO benefits, (\$1500 PPO/\$1000 non-PPO for example) the non-PPO maximum determines the Maximum Rollover plan. May not be available in all states.

Guardian's Dental Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage. Information provided in this communication is for informational purposes only. Dental Policy Form No. GP-1-DEN-16. GUARDIAN® is a registered service mark of The Guardian Life Insurance Company of America © Copyright 2019 The Guardian Life Insurance Company of America.

# Guardian Choice

With dental insurance from Guardian, you have the flexibility to choose a plan that works for you, and helps you save.

Both of the dental plans available are designed to keep you healthy, with identical premiums. The differences between them are summarized below, and you can change plans each year at your annual enrollment time.



## It's easy to save

Find a participating doctor near you by visiting [guardiananytime.com/fpapp/FPWeb/search](https://guardiananytime.com/fpapp/FPWeb/search) or by downloading the **Guardian Anytime mobile app**.

## Pick the plan that best suits your needs

Choose from:

	Value Plan	Network Access Plan
<b>Description</b>	In-network and out-of-network benefits are paid at the same coinsurance percentages. Both plans allow you to retain the freedom of choice to see any dentist, in-network or out of network.	
<b>Coinsurance</b>	Preventive services covered at 100%. Coinsurance for other services is higher than the Network Access Plan (increased coverage).	Preventive services covered at 100%. Coinsurance for other services is lower than the Value Plan (decreased coverage).
<b>In-network</b>	Member benefits are based on discounted (negotiated) rates.	
<b>Out-of-network</b>	Member pays the difference over network negotiated rates.	Member costs are based on usual and customary (UCR) rates.

Guardian's Dental Insurance is underwritten and issued by The Guardian Life Insurance Company of America or its subsidiaries, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage." Policy Form #GP-1-DG2000, et al.

**GUARDIAN® is a registered trademark of The Guardian Life Insurance Company of America**

[guardianlife.com](https://guardianlife.com)

© Copyright 2020 The Guardian Life Insurance Company of America

2020-105035 (07/22)



# Vision insurance

Vision insurance helps protect the health of your eyes by providing coverage for benefits that often aren't covered by regular medical insurance.

Protecting your eyesight means allowing for routine visits to the optometrist for eye exams, as well as coverage for glasses and contacts. Make sure your eyes remain in great shape at any age – no matter how much time you spend staring at digital screens.

## Who is it for?

Even if you have perfect eyesight, it's important to have regular eye exams to make sure you're still seeing clearly. Most of us may eventually need vision correction, which is why we offer vision insurance to cover some of the costs.

## What does it cover?

Vision insurance covers benefits not typically included in medical insurance plans. It covers things like routine eye exams, allowances towards the purchase of eyeglasses and contact lenses, as well as discounts on corrective Lasik surgery.

## Why should I consider it?

Regular eye exams can detect more than failing eyesight, they can also pick up diseases like glaucoma and diabetes. Vision problems are one of the most prevalent disabilities in the United States, making vision insurance especially useful for anyone who regularly needs to purchase eyeglasses or contacts, or anyone who simply wants to help protect their eyesight and general health.

You will receive these benefits if you meet the conditions listed in the policy.



## 20/20 coverage

David notices that his vision is deteriorating. He goes in for an eye exam, and is diagnosed with myopia, which means he needs glasses.

---

Average cost of vision exam: **\$171**

Average cost of frames and lenses: **\$350**

Total cost: **\$521**

With a Vision policy from Guardian, David pays just **\$10** for his eye exam. After **\$25** in copay, his lenses are fully covered, and he pays **\$96** for his frames.

David's total out-of-pocket expense is **\$131**, saving him **\$390**.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.





# Your vision coverage

**Option 1:** Significant out-of-pocket savings available with your **Full Feature** plan by visiting one of VSP's network locations, including one of the largest private practice provider networks, Visionworks and contracted Pearle Vision locations.

Your Vision Plan	Full Feature	
<b>Your Network is</b>	VSP Choice Network	
<b>Copay</b>		
Exams Copay	\$ 10	
Materials Copay <i>(waived for elective contact lenses)</i>	\$ 25	
<b>Sample of Covered Services</b>	<i>You pay (after copay if applicable):</i>	
	<i>In-network</i>	<i>Out-of-network</i>
Eye Exams	\$0	Amount over \$39
Single Vision Lenses	\$0	Amount over \$23
Lined Bifocal Lenses	\$0	Amount over \$37
Lined Trifocal Lenses	\$0	Amount over \$49
Lenticular Lenses	\$0	Amount over \$64
Frames	80% of amount over \$130 <sup>1</sup>	Amount over \$46
Costco, Walmart and Sam's Club Frame Allowance	Amount over \$0	
Contact Lenses <i>(Elective)</i>	Amount over \$130	Amount over \$100
Contact Lenses <i>(Medically Necessary)</i>	\$0	Amount over \$210
Contact Lenses <i>(Evaluation and fitting)</i>	Up to \$60	Not Applicable
Cosmetic Extras	Avg. 20-25% off retail price	No discounts
Glasses <i>(Additional pair of frames and lenses)</i>	20% off retail price**	No discounts
Laser Correction Surgery Discount	Up to 15% off the usual charge or 5% off promotional price	No discounts
<b>Service Frequencies</b>		
Exams	Every calendar year	
Lenses <i>(for glasses or contact lenses)</i> ‡‡	Every calendar year	
Frames	Every two calendar years‡‡‡	
Network discounts <i>(glasses and contact lens professional service)</i>	Limitless within 12 months of exam.	
<b>Dependent Age Limits</b>	26	
To Find a Provider:	Register at <a href="http://VSP.com">VSP.com</a> to find a participating provider.	

## VSP

- ‡‡Benefit includes coverage for glasses or contact lenses, not both.
- \*\* For the discount to apply your purchase must be made within 12 months of the eye exam.
- Charges for an initial purchase can be used toward the material allowance. Any unused balance remaining after the initial purchase cannot be banked for future use. The only exception would be if a member purchases contact lenses from an out of network provider, members can use the balance towards additional contact lenses within the same benefit period.
- <sup>1</sup>Extra \$20 on select brands
- Members can use their in network benefits on line at [Eyeconic.com](http://Eyeconic.com).



# Your vision coverage

- ~~###~~ The VSP system considers contact lenses to be the equivalent of a full pair of eyeglasses (lenses and frames) so while the member can obtain contact lenses one year and standard eyeglass lenses the next year, the frames benefit would not be available until 24 months or two calendar years, depending on the plan design, after the date the member obtained the contact lenses.
- In Network Routine Retinal Screening Covered after no more than a \$39 copay.

## EXCLUSIONS AND LIMITATIONS

*Important Information:* This policy provides vision care limited benefits health insurance only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department. Coverage is limited to those charges that are necessary for a routine vision examination. Co-pays apply. The plan does not pay for: orthoptics or vision training and any associated supplemental testing; medical or surgical treatment of the eye; and eye examination or corrective eyewear required by an employer as a condition of employment; replacement of lenses and frames that are furnished under this plan, which are lost or broken (except at normal intervals when services are otherwise available or a warranty exists). The plan limits benefits for blended lenses, oversized lenses, photochromic lenses, tinted lenses, progressive multifocal lenses, coated or laminated lenses, a frame that exceeds plan allowance, cosmetic lenses; U-V protected lenses and optional cosmetic processes.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. The Guardian plan documents are the final arbiter of coverage. Contract #GP-I-VSN-96-VIS et al.

### Laser Correction Surgery:

Discounts on average of 10-20% off usual and customary charge or 5% off promotional price for vision laser Surgery. Members out-of-pocket costs are limited to \$1,800 per eye for LASIK or \$1,500 per eye for PRK or \$2300 per eye for Custom LASIK, Custom PRK, or Bladeless LASIK.

Laser surgery is not an insured benefit. The surgery is available at a discounted fee. The covered person must pay the entire discounted fee. In addition, the laser surgery discount may not be available in all states.

Guardian's Vision Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. This policy provides vision care limited benefits health insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services. Plan documents are the final arbiter of coverage. Policy Form # GP-I-GVSN-17

**THIS PAGE INTENTIONALLY LEFT BLANK**



# Life insurance

If something happens to you, life insurance can help your family reduce financial stress.

Life insurance helps protect your family's finances by providing a cash benefit if you pass away. This ensures that they'll be financially supported, and can cover important things from bills to funeral costs. With life policies, you can get affordable life insurance protection for a set period of time.

## Who is it for?

Everyone's life insurance needs are different, depending on their family situation. That's why group life insurance through an employer is an easier and more affordable option than individual life insurance.

## What does it cover?

Life insurance protects your loved ones by providing a benefit (which is usually tax-exempt) if you pass away.

## Why should I consider it?

Life insurance is about more than just covering expenses. Depending on your circumstances, it could take your family years to recover from the loss of your income.

With a life insurance benefit, your family will have extra money to cover mortgage and rent payments, legal or medical fees, childcare, tuition, and any outstanding debts.

Guardian, its subsidiaries, agents, and employees do not provide tax, legal, or accounting advice. Consult your tax, legal, or accounting professional regarding your individual situation.

You will receive these benefits if you meet the conditions listed in the policy.



## Preparing and planning

Jorge's never considered purchasing life insurance, but after being offered it through work, he decides it's a smart way to protect his family.

Jorge has a mortgage, and because his wife is helping to take care of her mother, she only works part-time. In addition, his daughter is about to start college.

Jorge looks at how his family would be affected by losing him.

Average funeral cost: **\$9,000**

Average mortgage debt: **\$202,000**

Average cost of college: **\$17,000 - \$44,000**

Average household credit card debt: **\$8,500**

With life insurance, Jorge can make sure that part of these costs are covered if something happens to him.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.



# Your life coverage

## BASIC LIFE

<b>Employee Benefit</b>	Your employer provides \$25,000 Basic Term Life coverage for all full time employees.
<b>Accidental Death and Dismemberment</b>	Your Basic Life coverage includes Enhanced Accidental Death and Dismemberment coverage.
<b>Guarantee Issue:</b> The 'guarantee' means you are not required to answer health questions to qualify for coverage up to and including the specified amount, when you sign up for coverage during the initial enrollment period.	Guarantee Issue coverage up to \$25,000 per employee
<b>Premiums</b>	Covered by your company if you meet eligibility requirements
<b>Portability:</b> Allows you to take coverage with you if you terminate employment.	Yes, with age and other restrictions
<b>Conversion:</b> Allows you to continue your coverage after your group plan has terminated.	Yes, with restrictions; see certificate of benefits
<b>Accelerated Life Benefit:</b> A lump sum benefit is paid to you if you are diagnosed with a terminal condition, as defined by the plan.	Yes
<b>Waiver of Premiums:</b> Premium will not need to be paid if you are totally disabled.	For employees disabled prior to age 60, with premiums waived until age 65, if conditions are met
<b>Benefit Reductions:</b> Benefits are reduced by a certain percentage as an employee ages.	35% at age 65, 50% at age 70

Subject to coverage limits

The Guarantee Issue amount may be subject to reductions by percentage at the ages shown in this summary.

## LIMITATIONS AND EXCLUSIONS:



# Your life coverage

## A SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS FOR LIFE AND AD&D COVERAGE:

You must be working full-time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specific waiting period. Employees must be legally working in the United States in order to be eligible for coverage.

Underwriting must approve coverage for employees on temporary assignment: (a) exceeding one year; or (b) in an area under travel warning by the US Department of State. Subject to state specific variations. Evidence of Insurability is required on all late enrollees. This coverage will not be effective until approved by a Guardian underwriter. This proposal is hedged subject to satisfactory financial evaluation. Please refer to certificate of coverage for full plan description.

Accelerated Life Benefit is not paid to an employee under the following circumstances: one who is required by law to use the benefit to pay creditors; is required by court order to pay the benefit to another person; is required by a government agency to use the payment to receive a government benefit; or loses his or her group coverage before an accelerated benefit is paid.

**For AD&D:** We pay no benefits for any loss caused: by willful self-injury; sickness, disease or medical treatment; by participating in a civil disorder or committing a felony;

Traveling on any type of aircraft while having duties or on that aircraft; by declared or undeclared act of war or armed aggression; while a member of any armed force (May vary by state); while driving a motor vehicle without a current, valid driver's license; by legal intoxication; or by voluntarily using a non-prescription controlled substance. Contract #GP-I-R-ADCLI-00 et al. We won't pay more than 100% of the Insurance amount for all losses due to the same accident, except as stated. The loss must occur within a specific period of time of the accident. Please see contract for specific definition; definition of loss may vary depending on the benefit payable.

GP-I-R-LB-90

**Enhanced AD&D:** A loss may be defined as death, quadriplegia, loss of speech and hearing, loss of cognitive function, comatose state in excess of one month, hemiplegia or paraplegia. The loss must occur within a specific period of time of the accident. Please see contract for specific definition; definition of loss may vary depending on the benefit payable.

Guardian Group Life Insurance underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Plan documents are the final arbiter of coverage.  
Policy Form # GP-1-LIFE-15

**THIS PAGE INTENTIONALLY LEFT BLANK**



# Long term disability insurance

Disability insurance covers a part of your income, so you can pay your bills if you're injured or sick and can't work.

Disability may be more common than you might realize, and people can be unable to work for all sorts of different reasons. There are times when many disabilities can be caused by illness, including common conditions like heart disease and arthritis. However, many disabilities aren't covered by workers' compensation.

## Who is it for?

If you rely on your income to pay for everyday expenses, then you should probably consider disability insurance. It helps ensure that you'll receive a partial income if you're injured or too sick to work.

## What does it cover?

Many disability insurance plans pay out a portion or percentage of your income if you're diagnosed with a serious illness or experience an injury that prevents you from doing your job.

## Why should I consider it?

Accidents happen, and you can't always anticipate if or when you'll become sick or injured. That's why it's important to have a disability policy that helps you pay your bills in the event of being unable to collect your normal paycheck.

You will receive these benefits if you meet the conditions listed in the policy.



## Partial income replacement

Jim suffers a heart attack that leaves him unable to work for two years.

---

Unpaid time off work: **24 months**

Elimination period: **6 months**

After a 6 month elimination period, Jim's Guardian Long Term Disability policy kicks in and replaces **\$2,000** of his monthly income for the remaining **18 months** of his disability or illness.

This gives him a total of **\$36,000** to cover his expenses while he's unable to work.

This example is for illustrative purposes only. Your plan's coverage may vary. See your plan's information on the following pages for specific amounts and details.





# Your long term disability coverage

## Long-Term Disability

<b>Coverage amount</b>	60% of salary to maximum \$5000/month
<b>Maximum payment period:</b> Maximum length of time you can receive disability benefits.	Social Security Normal Retirement Age
<b>Accident benefits begin:</b> The length of time you must be disabled before benefits begin.	Day 91
<b>Illness benefits begin:</b> The length of time you must be disabled before benefits begin.	Day 91
<b>Evidence of Insurability:</b> A health statement requiring you to answer a few medical history questions.	Health Statement may be required
<b>Guarantee Issue:</b> The 'guarantee' means you are not required to answer health questions to qualify for coverage up to and including the specified amount, when applicant signs up for coverage during the initial enrollment period.	We Guarantee Issue \$5000 in coverage
<b>Minimum work hours/week:</b> Minimum number of hours you must regularly work each week to be eligible for coverage.	Planholder Determines
<b>Pre-existing conditions:</b> A pre-existing condition includes any condition/symptom for which you, in the specified time period prior to coverage in this plan, consulted with a physician, received treatment, or took prescribed drugs.	3 months look back; 12 months after exclusion
<b>Premium waived if disabled:</b> Premium will not need to be paid when you are receiving benefits.	Yes
<b>Survivor benefit:</b> Additional benefit payable to your family if you die while disabled.	3 months

## UNDERSTANDING YOUR BENEFITS—DISABILITY (Some information may vary by state)

**Disability (long-term):** For first two years of disability, you will receive benefit payments while you are unable to work in your own occupation. After two years, you will continue to receive benefits if you cannot work in any occupation based on training, experience and education.

**Earnings definition:** Your covered salary excludes bonuses and commissions.

**Special limitations:** Provides a 24-month benefit limit for specific conditions including mental health and substance abuse. Other conditions such as chronic fatigue are also included in this limitation. Refer to contract for details.

**Work incentive:** Plan benefit will not be reduced for a specified amount of months so that you have part-time earnings while you remain disabled, unless the combined benefit and earnings exceed 100% of your previous earnings.

## Long-Term Disability Plan Cost Illustration:

To determine the most appropriate level of coverage, you should consider your current basic monthly expenses.

Policy amounts shown based on sample salary amounts only.

	< 25	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60+
Your premium rate	\$0.290	\$0.290	\$0.560	\$0.780	\$1.500	\$1.580	\$1.930	\$2.260	\$2.360
	<i>Election Cost Per Age Bracket</i>								
	< 25	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60+
\$20,000 Annual Salary \$1,000 Monthly Benefit	\$2.42	\$2.42	\$4.67	\$6.50	\$12.50	\$13.17	\$16.09	\$18.84	\$19.67
\$30,000 Annual Salary \$1,500 Monthly Benefit	\$3.63	\$3.63	\$7.00	\$9.75	\$18.75	\$19.75	\$24.13	\$28.25	\$29.50
\$40,000 Annual Salary \$2,000 Monthly Benefit	\$4.83	\$4.83	\$9.33	\$13.00	\$25.00	\$26.33	\$32.16	\$37.66	\$39.33
\$50,000 Annual Salary \$2,500 Monthly Benefit	\$6.04	\$6.04	\$11.67	\$16.25	\$31.25	\$32.92	\$40.21	\$47.09	\$49.17
\$60,000 Annual Salary \$3,000 Monthly Benefit	\$7.25	\$7.25	\$14.00	\$19.50	\$37.50	\$39.50	\$48.25	\$56.50	\$59.00
\$70,000 Annual Salary \$3,500 Monthly Benefit	\$8.46	\$8.46	\$16.33	\$22.75	\$43.75	\$46.08	\$56.29	\$65.91	\$68.83
\$80,000 Annual Salary \$4,000 Monthly Benefit	\$9.67	\$9.67	\$18.67	\$26.00	\$50.00	\$52.67	\$64.34	\$75.34	\$78.67
\$90,000 Annual Salary \$4,500 Monthly Benefit	\$10.88	\$10.88	\$21.00	\$29.25	\$56.25	\$59.25	\$72.38	\$84.75	\$88.50
\$100,000 Annual Salary \$5,000 Monthly Benefit	\$12.08	\$12.08	\$23.33	\$32.50	\$62.50	\$65.83	\$80.42	\$94.17	\$98.33
\$55,000 Annual Salary \$2,750 Monthly Benefit	\$6.65	\$6.65	\$12.83	\$17.87	\$34.37	\$36.21	\$44.23	\$51.79	\$54.08
\$60,000 Annual Salary \$3,000 Monthly Benefit	\$7.25	\$7.25	\$14.00	\$19.50	\$37.50	\$39.50	\$48.25	\$56.50	\$59.00
\$65,000 Annual Salary \$3,250 Monthly Benefit	\$7.86	\$7.86	\$15.17	\$21.13	\$40.63	\$42.79	\$52.27	\$61.21	\$63.92
\$70,000 Annual Salary \$3,500 Monthly Benefit	\$8.46	\$8.46	\$16.33	\$22.75	\$43.75	\$46.08	\$56.29	\$65.91	\$68.83
\$75,000 Annual Salary \$3,750 Monthly Benefit	\$9.06	\$9.06	\$17.50	\$24.38	\$46.88	\$49.38	\$60.31	\$70.63	\$73.75
\$80,000 Annual Salary \$4,000 Monthly Benefit	\$9.67	\$9.67	\$18.67	\$26.00	\$50.00	\$52.67	\$64.34	\$75.34	\$78.67
\$85,000 Annual Salary \$4,250 Monthly Benefit	\$10.27	\$10.27	\$19.83	\$27.62	\$53.12	\$55.96	\$68.35	\$80.04	\$83.58
\$90,000 Annual Salary \$4,500 Monthly Benefit	\$10.88	\$10.88	\$21.00	\$29.25	\$56.25	\$59.25	\$72.38	\$84.75	\$88.50

	< 25	25-29	30-34	35-39	40-44	45-49	50-54	55-59	60+
\$95,000 Annual Salary \$4,750 Monthly Benefit	\$11.48	\$11.48	\$22.17	\$30.88	\$59.38	\$62.54	\$76.40	\$89.46	\$93.42
\$100,000 Annual Salary \$5,000 Monthly Benefit	\$12.08	\$12.08	\$23.33	\$32.50	\$62.50	\$65.83	\$80.42	\$94.17	\$98.33
\$105,000 Annual Salary \$5,000 Monthly Benefit	\$12.08	\$12.08	\$23.33	\$32.50	\$62.50	\$65.83	\$80.42	\$94.17	\$98.33
\$110,000 Annual Salary \$5,000 Monthly Benefit	\$12.08	\$12.08	\$23.33	\$32.50	\$62.50	\$65.83	\$80.42	\$94.17	\$98.33
\$115,000 Annual Salary \$5,000 Monthly Benefit	\$12.08	\$12.08	\$23.33	\$32.50	\$62.50	\$65.83	\$80.42	\$94.17	\$98.33

## A SUMMARY OF DISABILITY PLAN LIMITATIONS AND EXCLUSIONS

Evidence of Insurability may be required on all late enrollees. This coverage will not be effective until approved by a Guardian underwriter. This proposal is hedged subject to satisfactory financial evaluation. Please refer to certificate of coverage for full plan description.

You must be working full-time on the effective date of your coverage; otherwise, your coverage becomes effective after you have completed a specific waiting period.

Employees must be legally working in the United States in order to be eligible for coverage. Underwriting must approve coverage for employees on temporary assignment: (a) exceeding one year; or (b) in an area under travel warning by the US Department of State. Subject to state specific variations.

For Long-Term Disability coverage, we pay no benefits for a disability caused or contributed to by a pre-existing condition unless the disability starts after you have been insured under this plan for a specified period of time. We limit the duration of payments for long term disabilities caused by mental or emotional conditions, or alcohol or drug abuse.

We do not pay benefits for charges relating to a covered person: taking part in any war or act of war (including service in the armed forces) committing a felony or taking part in any riot or other civil disorder or intentionally injuring themselves or attempting suicide while sane or insane. We do not

pay benefits for charges relating to legal intoxication, including but not limited to the operation of a motor vehicle, and for the voluntary use of any poison, chemical, prescription or non-prescription drug or controlled substance unless it has been prescribed by a doctor and is used as prescribed. We limit the duration of payments for long term disabilities caused by mental or emotional conditions, or alcohol or drug abuse. We do not pay benefits during any period in which a covered person is confined to a correctional facility, an employee is not under the care of a doctor, an employee is receiving treatment outside of the US or Canada, and the employee's loss of earnings is not solely due to disability.

This policy provides disability income insurance only. It does not provide "basic hospital", "basic medical", or "medical" insurance as defined by the New York State Insurance Department.

If this plan is transferred from another insurance carrier, the time an insured is covered under that plan will count toward satisfying Guardian's pre-existing condition limitation period. State variations may apply.

When applicable, this coverage will integrate with NJ TDB, NY DBL, CA SDI, RI TDI, Hawaii TDI and Puerto Rico DBA, DC PFML and WA PFML.

Contract # GP-1-LTD-15-1.0 et al.

Guardian's Group Long Term Disability Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Products are not available in all states. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. This policy provides disability income insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services. Plan documents are the final arbiter of coverage. Policy Form #GP-1-LTD07-1.0, et al, GP-1-LTD-15

# Electronic Evidence of Insurability (EOI)

Our online EOI forms are an easier, quicker alternative to traditional paper forms, helping you get covered when you need to provide additional information.

There are a few situations where you need to answer health questions, enroll for higher amounts of coverage, or request coverage after the initial eligibility period. In all of these situations, our online EOI form keeps things simple.

## Electronic EOI keeps things simple

With Guardian's electronic EOI forms, your data is kept secure at every stage of the process. And with fewer errors than hand-written forms, and faster submission digitally, it's easier than ever to complete it and get covered.

Electronic EOI can be used for\*:

- Basic life
- Voluntary life
- Short term disability
- Long term disability

\*Applicable to coverage requiring full Evidence of Insurability (not applicable to conditional issue amounts). Electronic EOI is available using most internet browsers.



## How it works

You will receive a letter or email from your employer or Guardian with instructions and a unique link to submit your EOI form online.

First register and create an account on Guardian Anytime. Then simply fill out the form, electronically sign it, and click 'Submit'.

Once we receive the form, we'll contact you with any questions, before notifying you (and your employer if the coverage amount changes).

# Employee Assistance Program

We all need a little support every now and then.

Guardian's Employee Assistance Program gives you and your family members access to confidential personal support, across everything from stress management and nutrition to handling legal or financial issues.

The services available include consultations with experienced professionals, as well as access to resources and discounts designed to help you in a variety of different ways.

## How it can help



Consultative services are available to provide direct support and assistance



Work/life assistance that can help you save money and balance commitments



Access legal and financial assistance and resources – including WillPrep Services

**This service is only available if you purchase qualifying lines of coverage. See your plan administrator for more details.**

WorkLifeMatters Program services are provided by Uprise Health, and its contractors. Guardian does not provide any part of WorkLifeMatters program services. Guardian is not responsible or liable for care or advice given by any provider or resource under the program. This information is for illustrative purposes only. It is not a contract. Only the Administration Agreement can provide the actual terms, services, limitations and exclusions. Guardian and Uprise Health reserve the right to discontinue the WorkLifeMatters program at any time without notice. Legal services provided through WorkLifeMatters will not be provided in connection with or preparation for any action against Guardian, Uprise Health, or your employer. WorkLifeMatters Program is not an insurance benefit and may not be available in all states.

<sup>1</sup>Office hours: Monday-Friday 6 a.m.–5 p.m. PST.



## How to access

To access the WorkLifeMatters Employee Assistance Program, you'll need a few personal details.



### Visit

[worklife.uprisehealth.com](http://worklife.uprisehealth.com)



### Access Code

worklife

For more information or support, you can reach out by phoning **1 800 386 7055**. The team is available 24 hours a day, 7 days a week<sup>1</sup>.



# Our commitment to you

Please read the documentation referenced below carefully. The notices are intended to provide you important information about our insurance offerings and to protect your interests. Certain ones are required by law.

---

## Important information



### Notice Informing Individuals about Nondiscrimination and Accessibility Requirements

Guardian notice stating that it complies with applicable Federal civil rights laws and does not discriminate based on race, color, national origin, age, disability, sex, or actual or perceived gender identity. The notice provides contact information for filing a nondiscrimination grievance. It also provides contact information for access to free aids and services by disabled people to assist in communications with Guardian.

Visit <https://www.guardiananytime.com/notice48> to read more.

### No Cost Language Services

Guardian provides language assistance in multiple languages for members who have limited English proficiency.

Visit <https://www.guardiananytime.com/notice46> to read more.

---

## Long term disability insurance



### Disability Offset Notice

Offsets are provisions in your disability coverage that allow the insurer to deduct from your regular benefit other types of income you receive or are eligible to receive from other sources due to your disability.

Visit <https://www.guardiananytime.com/notice51> to read more.

---

## Vision insurance



### Guardian's HIPAA Notice of Privacy Practices

The notice describes how health information about you may be used and disclosed and how you can access this information.

Visit <https://www.guardiananytime.com/notice50> to read more.

**THIS PAGE INTENTIONALLY LEFT BLANK**

Guardian Life, P.O. Box 14319,  
Lexington, KY 40512

Please print clearly and mark carefully.

Employer Name: <b>TOLEDO SCHOOL FOR THE ARTS</b>	Group Plan Number: <b>00565267</b>	Benefits Effective: _____
PLEASE CHECK APPROPRIATE BOX <input type="checkbox"/> Initial Enrollment <input type="checkbox"/> Add Employee Dependents <input type="checkbox"/> Drop/Refuse Coverage <input type="checkbox"/> Information Change		

Class: \_\_\_\_\_ Division: \_\_\_\_\_ Subtotal Code: \_\_\_\_\_ (Please obtain this from your Employer)

<b>About You:</b> First, MI, Last Name: _____	Employer Provided Identification: _____	Social Security Number ____ - ____ - ____ <small>Your Social Security Number must be provided if enrolling for Life Coverage. Short Term Disability Coverage and/or Long Term Disability Coverage.</small>	
Address _____	City _____	State _____	Zip _____
Gender: <input type="checkbox"/> M <input type="checkbox"/> F		Date of Birth (mm-dd-yy): ____ - ____ - ____	
Phone (indicate primary): <input type="checkbox"/> Home (____) ____ - ____ <input type="checkbox"/> Work (____) ____ - ____ <input type="checkbox"/> Mobile (____) ____ - ____			
E mail Address (indicate primary) <input type="checkbox"/> Home _____ <input type="checkbox"/> Work _____			
Are you married or do you have a partner? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of marriage/union: ____ - ____ - ____			
Do you have children or other dependents? <input type="checkbox"/> Yes <input type="checkbox"/> No Placement date of adopted child: ____ - ____ - ____			

<b>About Your Job:</b> Job Title: _____		
Work Status: <input type="checkbox"/> Active <input type="checkbox"/> Retired <input type="checkbox"/> Cobra/State Continuation Hours worked per week: _____	Date of full time hire: ____ - ____ - ____	Annual Salary: \$ _____

**About Your Family:** Please include the names of the dependents you wish to enroll for coverage. If additional space is needed, please attach a separate sheet of paper with this information along with your enrollment form. Be sure to sign and date (mm-dd-yy) the paper and keep a copy for your records. Additional information may be required for non-standard dependents such as a grandchild, a niece or a nephew.

Spouse (wherever the term "Spouse" appears on this form, it also includes "Partner").	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____	
Child/Dependent 1:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent State of Residence: _____
Child/Dependent 2:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent State of Residence: _____



Child/Dependent 3:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent State of Residence: _____
Child/Dependent 4:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent State of Residence: _____

<p><b>Drop Coverage:</b></p> <p><input type="checkbox"/> Drop Employee    <input type="checkbox"/> Drop Dependents</p> <p>The date of withdrawal cannot be prior to the date this form is completed and signed.</p> <p>Last Day of Coverage: ____ - ____ - ____</p> <p><input type="checkbox"/> Termination of Employment    <input type="checkbox"/> Retirement</p> <p>Last Day Worked: ____ - ____ - ____</p> <p><input type="checkbox"/> Other Event: _____</p> <p>Date of Event: ____ - ____ - ____</p>	<p><b>Coverage Being Dropped:</b></p> <p><input type="checkbox"/> Dental                      <input type="checkbox"/> Employee                      <input type="checkbox"/> Spouse    <input type="checkbox"/> Child(ren)</p> <p><input type="checkbox"/> Vision                        <input type="checkbox"/> Employee                      <input type="checkbox"/> Spouse    <input type="checkbox"/> Child(ren)</p> <p><input type="checkbox"/> Basic Life</p> <p><input type="checkbox"/> Long Term Disability</p>
<p><b>Loss Of Other Coverage:</b></p> <p>I and/or my dependents were previously covered under Loss of coverage was due to:</p> <p><input type="checkbox"/> Termination of Employment: ____ - ____ - ____</p> <p><input type="checkbox"/> Divorce/Separation ____ - ____ - ____</p> <p><input type="checkbox"/> Death of Spouse ____ - ____ - ____</p> <p><input type="checkbox"/> Termination/Expiration of Coverage ____ - ____ - ____</p> <p>Coverage Lost    <input type="checkbox"/> Dental    <input type="checkbox"/> Vision</p>	<p>I have been offered the above coverage(s) and wish to drop enrollment for the following reasons:</p> <p><input type="checkbox"/> Covered under another insurance plan</p> <p><input type="checkbox"/> Other _____</p> <p>(additional information may be required)</p>

**Dental Coverage:** You must be enrolled to cover your dependents. Check only one box.

	Employee Only	Employee, Spouse & Dependent/Child(ren)
Option 1: Value Plan	<input type="checkbox"/>	<input type="checkbox"/>
Option 2: NAP Plan	<input type="checkbox"/>	<input type="checkbox"/>

I do not want Dental Coverage because (Check all that apply):

- I am covered under another Dental plan
- My spouse is covered under another Dental plan
- My dependents are covered under another Dental plan

**Vision Coverage:** You must be enrolled to cover your dependents. Check only one box.

	Employee Only	Employee and 1 Dependent	Employee, Spouse & Dependent/Child(ren)
Full Feature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I do not want this Vision coverage because (Check all that apply):

- I am covered under another Vision plan
- My spouse is covered under another Vision plan
- My dependents are covered under another Vision plan

**Basic Life Coverage:**

*Benefit reductions apply. Please see plan administrator.*

The amount of life insurance coverage you select may be either a specific dollar amount or an amount that is a multiple of your salary and may be subject to certain reductions as stated in the certificate of coverage covering you or your dependents.

**Policy Amount**

Employee Only

\$25,000

The Guarantee Issue Amount is \$25,000.

\* If Employee is 65+ benefit reductions may apply which may change the GI amount. Please see enrollment materials for details.

Name your beneficiaries: (Primary beneficiary percentages must total 100%)

If additional space is needed, please attach a separate sheet of paper with this information along with your enrollment form. Be sure to sign and date (mm-dd-yy) the paper and keep a copy for your records.

**Primary Beneficiaries:**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ %

Date of Birth (mm-dd-yy): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ %

Date of Birth (mm-dd-yy): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

Contingent Beneficiary: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth (mm-dd-yy): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

(In the event the primary beneficiaries are deceased, the contingent beneficiary will receive the benefit. Employer maintains beneficiary information.)

Spouse and dependent child(ren) – If the intended beneficiary is to be someone other than the Employee, please complete the Beneficiary Designation form.

Attention: If any of the beneficiaries named above is a minor (a person under the age of 18 or 21, depending on their state of residency), state law may limit Guardian’s ability to pay life insurance proceeds directly to them for as long as they remain a minor. State Uniform Transfers to Minors Act (UTMA) laws, where applicable, may allow for the normal course of payment of these proceeds, or a portion thereof, to the minor beneficiary’s designated Custodian to manage on the minor’s behalf until they reach adult age. At that time, the proceeds are turned over to the adult child, who can use the proceeds in any way he or she chooses.

Are any of the beneficiaries identified above considered a minor in the state in which they reside? Check one box only.  Yes  No  
If you answered “Yes”, please name the legally designated UTMA Custodian for all minor beneficiaries you have designated:

**Custodian to Minor Beneficiaries:**

Name: \_\_\_\_\_ Social Security Number (or FEIN/TIN # if a corporate entity): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth (mm-dd-yyyy) (if an individual): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_

If this Basic Life policy will replace your existing life insurance policy under your current employer, provide the amount of the previous policy \$ \_\_\_\_\_

**Important Notes:**

- Based on your plan benefits and age, you may be required to complete an evidence of insurability form.

**Long-Term Disability (LTD) Coverage:**

The amount of LTD coverage you select may be either a specific dollar amount or an amount that is a multiple of your salary and may be subject to certain reductions as stated in the certificate of coverage covering you.

*Monthly Benefit*

60% of salary to a maximum of \$5,000

I do not want this coverage.

## Signature

- I understand that my dependents cannot be enrolled for a coverage if I am not enrolled for that coverage.
- An employee's decision to elect Vision or not elect Vision must be retained until the next plan's Open Enrollment period. If the employee elects not to enroll in vision coverage, they are not eligible to enroll until the plan's next Open Enrollment period.
- Submission of this form does not guarantee coverage. Among other things, coverage is contingent upon underwriting approval and meeting the applicable eligibility requirements as set forth in the applicable benefit booklet.
- I understand that I must be actively at work or my elected coverage will not take effect until I have met the eligibility requirements (as defined in the benefit booklet.) This does not apply to eligible retirees.
- I understand that if I waive coverage, I may not be eligible to enroll until the next open enrollment period. Late entrant penalties may apply. I understand that I may also have to provide, at my own expense, proof of each person's insurability. Guardian or its designee has the right to reject my request.
- I understand that my coverage will not be effective until approved by Guardian or its designated underwriter.
- I hereby apply for the group benefit(s) that I have chosen above.
- I understand that I must meet eligibility requirements for all coverages that I have chosen above.
- I agree that my employer may deduct premiums from my pay if they are required for the coverage I have chosen above.
- I acknowledge and consent to receiving electronic copies of applicable insurance related documents, in lieu of paper copies, to the extent permitted by applicable law. I may change this election only by providing thirty (30) day prior written notice.
- I consent to electronic communication from Guardian, such as emails and text messages, regarding my coverage(s). I may change this election only by providing (thirty) 30 days prior written notice.
- I attest that the information provided above is true and correct to the best of my knowledge.

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

The state in which you reside may have a specific state fraud warning. Please refer to the attached Fraud Warning Statements page.

SIGNATURE OF EMPLOYEE X \_\_\_\_\_

DATE \_\_\_\_\_

Enrollment Kit 00565267, 0001, EN

## Fraud Warning Statements

The laws of several states require the following statements to appear on the enrollment form:

**Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**California:** For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Delaware, Indiana and Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Louisiana:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines and confinements in state prison.

**Maine:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefit.

**Maryland :** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Missouri:** Any person who with intent to defraud any insurance company or other person files an application for insurance or statements of claim containing any knowingly false information, or conceals for purpose of misleading information concerning any fact material hereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil penalties, or denial of insurance benefits subject to the conditions/provisions of the policy.

**Oregon:** Any person who with intent to defraud any insurance company or other person files an application for insurance or statements of claim containing any materially false information, or conceals for purpose of misleading information concerning any fact material thereto, may be committing a fraudulent act, and may be subject to civil penalties or denial of insurance benefits.

**New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New Mexico:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**Oklahoma:** WARNING: Any person who knowingly, and with the intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Rhode Island:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Tennessee and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Virginia:** Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.



Guardian Life, P.O. Box 14319,  
Lexington, KY 40512

Please print clearly and mark carefully.

Employer Name: <b>TOLEDO SCHOOL FOR THE ARTS</b>	Group Plan Number: <b>00565267</b>	Benefits Effective: _____
PLEASE CHECK APPROPRIATE BOX <input type="checkbox"/> Initial Enrollment <input type="checkbox"/> Add Employee Dependents <input type="checkbox"/> Drop/Refuse Coverage <input type="checkbox"/> Information Change		

Class: \_\_\_\_\_ Division: \_\_\_\_\_ Subtotal Code: \_\_\_\_\_ (Please obtain this from your Employer)

<b>About You:</b> First, MI, Last Name: _____	Employer Provided Identification: _____	Social Security Number ____ - ____ - ____ <small>Your Social Security Number must be provided if enrolling for Life Coverage. Short Term Disability Coverage and/or Long Term Disability Coverage.</small>	
Address _____	City _____	State _____	Zip _____
Gender: <input type="checkbox"/> M <input type="checkbox"/> F		Date of Birth (mm-dd-yy): ____ - ____ - ____	
Phone (indicate primary): <input type="checkbox"/> Home (____) ____ - ____ <input type="checkbox"/> Work (____) ____ - ____ <input type="checkbox"/> Mobile (____) ____ - ____			
E mail Address (indicate primary) <input type="checkbox"/> Home _____ <input type="checkbox"/> Work _____			
Are you married or do you have a partner? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of marriage/union: ____ - ____ - ____			
Do you have children or other dependents? <input type="checkbox"/> Yes <input type="checkbox"/> No Placement date of adopted child: ____ - ____ - ____			

<b>About Your Job:</b> Job Title: _____		
Work Status: <input type="checkbox"/> Active <input type="checkbox"/> Retired <input type="checkbox"/> Cobra/State Continuation Hours worked per week: _____	Date of full time hire: ____ - ____ - ____	Annual Salary: \$ _____

**About Your Family:** Please include the names of the dependents you wish to enroll for coverage. If additional space is needed, please attach a separate sheet of paper with this information along with your enrollment form. Be sure to sign and date (mm-dd-yy) the paper and keep a copy for your records. Additional information may be required for non-standard dependents such as a grandchild, a niece or a nephew.

Spouse (wherever the term "Spouse" appears on this form, it also includes "Partner").	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____	
Child/Dependent 1:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent State of Residence: _____
Child/Dependent 2:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent State of Residence: _____

Child/Dependent 3:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent State of Residence: _____
Child/Dependent 4:	<input type="checkbox"/> Add <input type="checkbox"/> Drop	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth (mm-dd-yyyy) ____ - ____ - ____	Status (check all that apply) <input type="checkbox"/> Student (post high school) <input type="checkbox"/> Disabled <input type="checkbox"/> Non standard dependent State of Residence: _____

<p><b>Drop Coverage:</b></p> <p><input type="checkbox"/> Drop Employee    <input type="checkbox"/> Drop Dependents</p> <p>The date of withdrawal cannot be prior to the date this form is completed and signed.</p> <p>Last Day of Coverage: ____ - ____ - ____</p> <p><input type="checkbox"/> Termination of Employment    <input type="checkbox"/> Retirement</p> <p>Last Day Worked: ____ - ____ - ____</p> <p><input type="checkbox"/> Other Event: _____</p> <p>Date of Event: ____ - ____ - ____</p>	<p><b>Coverage Being Dropped:</b></p> <p><input type="checkbox"/> Dental                      <input type="checkbox"/> Employee                      <input type="checkbox"/> Spouse    <input type="checkbox"/> Child(ren)</p> <p><input type="checkbox"/> Vision                        <input type="checkbox"/> Employee                      <input type="checkbox"/> Spouse    <input type="checkbox"/> Child(ren)</p> <p><input type="checkbox"/> Basic Life</p> <p><input type="checkbox"/> Long Term Disability</p>
<p><b>Loss Of Other Coverage:</b></p> <p>I and/or my dependents were previously covered under Loss of coverage was due to:</p> <p><input type="checkbox"/> Termination of Employment: ____ - ____ - ____</p> <p><input type="checkbox"/> Divorce/Separation ____ - ____ - ____</p> <p><input type="checkbox"/> Death of Spouse ____ - ____ - ____</p> <p><input type="checkbox"/> Termination/Expiration of Coverage ____ - ____ - ____</p> <p>Coverage Lost    <input type="checkbox"/> Dental    <input type="checkbox"/> Vision</p>	<p>I have been offered the above coverage(s) and wish to drop enrollment for the following reasons:</p> <p><input type="checkbox"/> Covered under another insurance plan</p> <p><input type="checkbox"/> Other _____</p> <p>(additional information may be required)</p>

**Dental Coverage:** You must be enrolled to cover your dependents. Check only one box.

	Employee Only	Employee, Spouse & Dependent/Child(ren)
Option 1: Value Plan	<input type="checkbox"/>	<input type="checkbox"/>
Option 2: NAP Plan	<input type="checkbox"/>	<input type="checkbox"/>

I do not want Dental Coverage because (Check all that apply):

- I am covered under another Dental plan
- My spouse is covered under another Dental plan
- My dependents are covered under another Dental plan

**Vision Coverage:** You must be enrolled to cover your dependents. Check only one box.

	Employee Only	Employee and 1 Dependent	Employee, Spouse & Dependent/Child(ren)
Full Feature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I do not want this Vision coverage because (Check all that apply):

- I am covered under another Vision plan
- My spouse is covered under another Vision plan
- My dependents are covered under another Vision plan

**Basic Life Coverage:**

*Benefit reductions apply. Please see plan administrator.*

The amount of life insurance coverage you select may be either a specific dollar amount or an amount that is a multiple of your salary and may be subject to certain reductions as stated in the certificate of coverage covering you or your dependents.

**Policy Amount**

Employee Only

\$25,000

The Guarantee Issue Amount is \$25,000.

\* If Employee is 65+ benefit reductions may apply which may change the GI amount. Please see enrollment materials for details.

Name your beneficiaries: (Primary beneficiary percentages must total 100%)

If additional space is needed, please attach a separate sheet of paper with this information along with your enrollment form. Be sure to sign and date (mm-dd-yy) the paper and keep a copy for your records.

**Primary Beneficiaries:**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ %

Date of Birth (mm-dd-yy): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ %

Date of Birth (mm-dd-yy): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

Contingent Beneficiary: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth (mm-dd-yy): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_ Relationship to Employee: \_\_\_\_\_

(In the event the primary beneficiaries are deceased, the contingent beneficiary will receive the benefit. Employer maintains beneficiary information.)

Spouse and dependent child(ren) – If the intended beneficiary is to be someone other than the Employee, please complete the Beneficiary Designation form.

Attention: If any of the beneficiaries named above is a minor (a person under the age of 18 or 21, depending on their state of residency), state law may limit Guardian’s ability to pay life insurance proceeds directly to them for as long as they remain a minor. State Uniform Transfers to Minors Act (UTMA) laws, where applicable, may allow for the normal course of payment of these proceeds, or a portion thereof, to the minor beneficiary’s designated Custodian to manage on the minor’s behalf until they reach adult age. At that time, the proceeds are turned over to the adult child, who can use the proceeds in any way he or she chooses.

Are any of the beneficiaries identified above considered a minor in the state in which they reside? Check one box only.  Yes  No  
If you answered “Yes”, please name the legally designated UTMA Custodian for all minor beneficiaries you have designated:

**Custodian to Minor Beneficiaries:**

Name: \_\_\_\_\_ Social Security Number (or FEIN/TIN # if a corporate entity): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Date of Birth (mm-dd-yyyy) (if an individual): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Phone: ( ) - \_\_\_\_\_

If this Basic Life policy will replace your existing life insurance policy under your current employer, provide the amount of the previous policy \$ \_\_\_\_\_

**Important Notes:**

- Based on your plan benefits and age, you may be required to complete an evidence of insurability form.

**Long-Term Disability (LTD) Coverage:**

The amount of LTD coverage you select may be either a specific dollar amount or an amount that is a multiple of your salary and may be subject to certain reductions as stated in the certificate of coverage covering you.

*Monthly Benefit*

60% of salary to a maximum of \$5,000

I do not want this coverage.



## Signature

- I understand that my dependents cannot be enrolled for a coverage if I am not enrolled for that coverage.
- An employee's decision to elect Vision or not elect Vision must be retained until the next plan's Open Enrollment period. If the employee elects not to enroll in vision coverage, they are not eligible to enroll until the plan's next Open Enrollment period.
- Submission of this form does not guarantee coverage. Among other things, coverage is contingent upon underwriting approval and meeting the applicable eligibility requirements as set forth in the applicable benefit booklet.
- I understand that I must be actively at work or my elected coverage will not take effect until I have met the eligibility requirements (as defined in the benefit booklet.) This does not apply to eligible retirees.
- I understand that if I waive coverage, I may not be eligible to enroll until the next open enrollment period. Late entrant penalties may apply. I understand that I may also have to provide, at my own expense, proof of each person's insurability. Guardian or its designee has the right to reject my request.
- I understand that my coverage will not be effective until approved by Guardian or its designated underwriter.
- I hereby apply for the group benefit(s) that I have chosen above.
- I understand that I must meet eligibility requirements for all coverages that I have chosen above.
- I agree that my employer may deduct premiums from my pay if they are required for the coverage I have chosen above.
- I acknowledge and consent to receiving electronic copies of applicable insurance related documents, in lieu of paper copies, to the extent permitted by applicable law. I may change this election only by providing thirty (30) day prior written notice.
- I consent to electronic communication from Guardian, such as emails and text messages, regarding my coverage(s). I may change this election only by providing (thirty) 30 days prior written notice.
- I attest that the information provided above is true and correct to the best of my knowledge.

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

The state in which you reside may have a specific state fraud warning. Please refer to the attached Fraud Warning Statements page.

SIGNATURE OF EMPLOYEE X \_\_\_\_\_

DATE \_\_\_\_\_

Enrollment Kit 00565267, 0001, EN

## Fraud Warning Statements

The laws of several states require the following statements to appear on the enrollment form:

**Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**California:** For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Delaware, Indiana and Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Louisiana:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines and confinements in state prison.

**Maine:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefit.

**Maryland :** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Missouri:** Any person who with intent to defraud any insurance company or other person files an application for insurance or statements of claim containing any knowingly false information, or conceals for purpose of misleading information concerning any fact material hereto, commits a fraudulent insurance act, which is a crime, and may also be subject to civil penalties, or denial of insurance benefits subject to the conditions/provisions of the policy.

**Oregon:** Any person who with intent to defraud any insurance company or other person files an application for insurance or statements of claim containing any materially false information, or conceals for purpose of misleading information concerning any fact material thereto, may be committing a fraudulent act, and may be subject to civil penalties or denial of insurance benefits.

**New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New Mexico:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**Oklahoma:** WARNING: Any person who knowingly, and with the intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Rhode Island:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Tennessee and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Virginia:** Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.



**ATTACHMENT 9.2**  
**FISCAL SERVICES AGREEMENT**

1. Fiscal Services Agreement, or
2. Current resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer

**NOTE:** A resolution waiving the requirement for the Board to employ or contract with the Fiscal Officer must be approved by the Sponsor and submitted to the Ohio Department of Education. The resolution is only valid for one year and does not waive the requirement that the school have a designated fiscal officer.

Any changes made to a fiscal services agreement must be reported in writing to the Sponsor within five (5) business days.



**EMPLOYMENT AGREEMENT- NON TEACHING STAFF MEMBER (FULL TIME)**

2023-2026

(23-24, 24-25, 25-26 School Years)

This EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 1<sup>st</sup> day of May 2023 (the “Effective Date”), by and between the Toledo School for the Arts, an Ohio nonprofit corporation (“TSA”) and [Jamie Lockwood] (Treasurer “Staff Member”), collectively the “parties.” In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. **EMPLOYMENT.** Staff Member agrees to serve TSA pursuant to the terms and conditions stated in this Agreement and represents and warrants to TSA that Staff Member is free to accept employment with TSA, having no prior or other employment obligations of any kind to any third party that would hinder or interfere with Staff Member’s acceptance and full performance of their duties. Further, Staff Member will not during the Effective Period (as defined herein) enter any employment, consulting, or compensation arrangement or agreement with any third party that would interfere with Staff Member’s responsibilities under this Agreement without the written consent of the Director.

II. **EFFECTIVE DATES.** This Agreement is effective beginning July 1, 2023, and shall continue in full force and effect for three (3) years until June 30, 2026 (the “Effective Period”), unless and until terminated pursuant to this Section V.

III. **LICENSURE.** At all times, Staff Member must hold a valid Ohio certification or license issued in the manner prescribed by law that authorizes the Staff Member to be a Staff Member in a community school. Staff Member shall not engage in conduct unbecoming of the educational profession, and Staff Member understands and acknowledges that violations of the Ohio Licensure Code of Professional Conduct for Ohio Educators may prompt a report to the Office of Professional Conduct when permitted or required under state law.

IV. **AREAS OF RESPONSIBILITY.** Staff Member will generally work as the **Treasurer** and will perform such other duties as may be required by TSA at its sole discretion. Any job description given to Staff Member, as may be modified by TSA or the Director at their discretion, is attached as **Exhibit A.**

V. **SCHEDULE.** Staff Member’s actual at-work days and working hours shall be determined by the Governing Board on an annual basis. TSA shall submit approved calendars for the 2023-2024, 2024-2025, and 2025-2026 school years to the School’s sponsor and may amend these calendars from time to time. TSA intends annual work days of **250** (not to exceed **255** due to excessive closure) days per year, depending on the approved calendar. Such workdays include, without limitation, in-person work days, Staff Member conferences, meetings, Staff Member professional development days, open houses, recruitment events, and other school programming as assigned by TSA or the Director. Absence from any assigned functions will require advance approval by TSA whenever possible. Staff Member shall implement work in their assigned area as defined in TSA’s Community School Contract (the “Contract”), and as outlined in TSA policies and procedures.

VI. **TERMINATION.**

**A. Termination by TSA.** Notwithstanding the Effective Period of this Agreement, Staff Member’s employment may be terminated at any time for cause if Employee (a) commits any fraud, theft, embezzlement, or act of dishonesty or misrepresentation in act or omission in the course of

DS  
JL

Jamie Lockwood [initials]

performing their duties hereunder; (b) misrepresents or fails to communicate any material fact, which misrepresentation or failure is injurious to TSA in TSA’s sole discretion; (c) falsifies by act or omission any of TSA’s records; (d) is convicted of a crime deemed distasteful to the Board of Directors (“Board”); (e) fails to comply with any federal, state, or local law, rule, or regulation that applies to or otherwise affects their duties hereunder or their performance; (f) commits any act of moral turpitude that in any way affects or is injurious to TSA, including its reputation; (g) secures or attempts to secure personally, directly or indirectly, any profit or advantage that would normally inure to the benefit of TSA; (h) engages in any negligence or malfeasance, misfeasance, or nonfeasance in the performance of their duties including, excessive absenteeism or lack of output of work; (i) fails to abide by the policies, rules, regulations, or procedures of TSA, including any ethical or professional misconduct, or conduct unbecoming to a Staff Member or licensed employee; (j) breaches any term or provision of this Agreement, including but not limited to a breach of the Effective Period, which may be reported to the Department of Education.

**B. Suspension Pending Investigation.** TSA reserves the right to suspend pending investigation for any violation that falls into the categories listed in subsection A above, or for any arrests that could, depending on the ultimate charge and conviction, fall into one of the above categories.

**C. Automatic Termination.** This Agreement will terminate automatically upon the death of Staff Member, or in the event TSA dissolves or winds up its operations as a community school, or TSA’s Authorizer modifies or terminates its Contract in any way that causes termination of TSA’s authority to operate, if either occurs during the Effective Period.

**D. Termination by Staff Member.** Staff Member shall not terminate this Agreement without the consent of TSA’s Board between the tenth day of July of any school year and the end of the working days as defined by the respective school year calendar during the Effective Period. Termination of a contract during this prohibited timeframe may result in a report to the State Board of Education as conduct unbecoming of the educational profession.

**E. No Guarantee of Renewal.** Staff Member specifically acknowledges that this Agreement makes no promises of continued employment for renewed or subsequent terms from TSA or any of its representatives.

**VII. COMPENSATION.** Staff Member shall receive the following compensation during the Effective Period, which shall be payable in 24 equal installments subject, however, to termination before the end of the Effective Period, in which event Staff Member shall be paid only through Staff Member’s last date of work:

Year	Adjusted Faculty Scale	Longevity Premium	Annual Salary	Per Pay Amount
July 1, 2023 through June 30, 2024	78,023	2,000	80,023	3,334.29
July 1, 2024 through June 30, 2025	80,364	2,200	82,564	3,440.17
July 1, 2025 through June 30, 2026	82,775	2,400	85,175	3,548.96

Pay for less than the Effective Period shall be prorated proportionately. Subject to eligibility requirements, TSA shall make available to Staff Member such employee benefits and fringe benefits as it provides to its employees in similar positions and with similar compensation; benefits may be eliminated or changed by TSA from time to time, at its sole discretion. Deductions authorized by law or policy shall be made by TSA from the installments of compensation due to Staff Member.

**VIII. CONFIDENTIALITY**

Jamie Lockwood [initials]

- A. Confidentiality.** In the course of Staff Member's employment with TSA, Staff Member will have access to confidential records protected by the Family Education Rights and Privacy Act (or other applicable privacy laws), and to proprietary/trade secret information pertaining to TSA, its students, and its operations and practices, including, but not limited to, services, techniques, computer programs, marketing practices and procedures, marketing strategies, business plans and strategies, future financial plans, future marketing plans, donor lists, fundraising strategies, records, teaching methods, student lists, grades, test results, credit and financial information, cost structures, office procedures, and other trade secrets of TSA, (collectively "Confidential Information"). During the Effective Period of this Agreement, and after termination of Staff Member's employment with TSA, Staff Member shall not, directly or indirectly, disclose or convey Confidential Information to any person or entity, or use any Confidential Information for Staff Member's own benefit, for the benefit of any other person or entity, or to the detriment of TSA, without TSA's prior written consent, except as may be required by a valid and enforceable order of a court or governmental authority. Further, Staff Member agrees to and shall take all reasonable steps to protect such Confidential Information from disclosure to any unauthorized third party.

Notwithstanding the foregoing, this Agreement is not intended to restrict employees' communications or actions that are protected by law, including discussing terms and conditions of employment or otherwise exercising protected rights under Section 7 of the National Labor Relations Act (1) organizing a union to negotiate with their employer concerning their wages, hours, and other terms and conditions of employment; (2) forming, joining, or assisting a union, such as by sharing employee contact information; (3) talking about or soliciting for a union during non-work time, such as before or after work or during break times, or distributing union literature during non-work time, in non-work areas, such as parking lots or break rooms; (4) discussing wages and other working conditions with co-workers or a union; (5) taking action with one or more co-workers to improve working conditions by, among other means, raising work-related complaints directly with the employer or with a government agency, or seeking help from a union; (6) striking and picketing, depending on its purpose and means; (7) taking photographs or other recordings in the workplace, together with co-workers, to document or improve working conditions, except where an overriding employer interest is present; (8) wearing union hats, buttons, t-shirts, and pins in the workplace, except under special circumstances; and (9) choosing not to engage in any of these activities.

- B. Remedies.** Staff Member hereby acknowledges and agrees that Staff Member's actual or threatened breach or violation of this Section will likely cause substantial and irreparable damage to TSA, and shall entitle TSA, without the requirement of posting a bond or other security, to equitable relief including injunctive relief and specific performance. Such remedies shall not be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available at law or in equity to TSA. Further, if Staff Member is held by any court of competent jurisdiction to be in violation, breach, or nonperformance of this Section, Staff Member shall pay all costs of such related action or suit, including reasonable attorney's fees incurred by TSA. The rights, duties, and obligations pursuant to this Section shall survive the termination of this Agreement and shall continue to bind the parties to their terms and provisions in perpetuity.

**IX. ADDITIONAL AGREEMENTS.** TSA and Staff Member mutually agree that:

- A.** Notwithstanding any specification or reference herein, this Agreement is subject to, and Staff Member must comply with, all applicable federal, state, and local laws and regulations, TSA's approved Community School Contract, and all bylaws, policies, procedures, rules, resolutions and regulations of TSA as are in effect at any time during the Effective Period of this Agreement.
- B.** Staff Member will provide evidence of a valid Ohio driver's license and driver insurability under the applicable laws of the State of Ohio. TSA will provide vehicle and liability insurance if Staff Member is required to drive any TSA vehicle or any TSA student. The fee for performing BCI and FBI

background checks will be borne by Staff Member. This Agreement and TSA's obligations are conditioned upon the approval by TSA, at its discretion, of all background checks of Staff Member. Staff Member hereby authorizes and consents to the release of all background checks to the TSA Board, Administration, Authorizer of TSA, and the Ohio Department of Education. Staff Member will report to the Director and President of the Board any arrests, convictions or pleas of no contest or guilt for any criminal offense occurring in any jurisdiction, except minor traffic violations. Staff Member will make this report within 48 hours of such arrest, conviction and/or plea. The information reported will not necessarily result in Staff Member's removal, and each situation will be evaluated individually.

- C. This Agreement and TSA's obligations hereunder are contingent upon TSA being adequately funded and being and remaining in operation for the term of this Agreement.
- D. All records, files, materials, documents, and equipment relating to TSA's operations (the "Materials"), which TSA supplies to Staff Member or which Staff Member prepares, uses, or comes into contact within the course of Staff Member's employment with TSA, shall be and remain TSA's sole property and shall be returned to TSA upon termination of Staff Member's employment. The Materials shall be in the same condition as when supplied by TSA, normal wear and tear excepted.

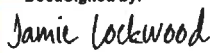
**X. MISCELLANEOUS PROVISIONS.** This Agreement contains the complete agreement between the parties concerning Staff Member's employment with TSA and supersedes all other prior agreements or understandings (whether oral or written) between the parties with respect to Staff Member's employment. This Agreement may only be amended or modified in writing executed by both parties.


Staff Member has not relied upon any representations in entering into this Agreement aside from Staff Member's own judgment. TSA has relied upon Staff Member's representations made in Staff Member's employment application, resume, and interview(s) regarding Staff Member's education and work experience in offering employment at TSA, as well as Staff Member's status as highly qualified under federal and state law. Staff Member's representations to TSA are a material factor in its entering into this Agreement and are incorporated by reference into this Agreement.

The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party, and all such waivers must be in writing. All agreements and covenants contained herein are severable. The invalidity or unenforceability of any provision of this Agreement shall not affect the continued validity and enforceability or applicability of any other provision of this Agreement. The terms of this Agreement are binding on any and all successors without modification or alteration. This Agreement shall be enforced in accordance with the laws of the State of Ohio, and all disputes must be heard in the state and federal courts of Lucas County, Ohio.

**THIS OFFER OF EMPLOYMENT REMAINS OPEN ONLY UNTIL MAY 31, 2023. EMPLOYEE MUST EXECUTE AND RETURN THIS AGREEMENT BEFORE THAT DATE. AFTER MAY 31, 2023, AT 5:00 P.M., TSA REVOKES THIS OFFER AND WILL FILL THE POSITION WITH ANOTHER CANDIDATE.**

IN WITNESS WHEREOF, the parties have entered into this Agreement.

DocuSigned by:  
  
 256A90A1EA11408...  
 Jamie L. Lockwood [Employee Signature]  
 5/18/2023  
 \_\_\_\_\_  
 Date

**TOLEDO SCHOOL FOR THE ARTS**  
 DocuSigned by:  
  
 13152479E31049C...  
 By: \_\_\_\_\_  
 Title: Board President  
 5/17/2023  
 \_\_\_\_\_  
 Date



## Exhibit A

**JOB DESCRIPTION**

<b>Job Title:</b>	Treasurer	<b>Job Status:</b>	Exempt
<b>Reports to:</b>	Director	<b>Work Calendar:</b>	Board Approved School Calendar

**Primary Function:**

The Treasurer is the Chief Fiscal Officer of the school. This includes the receipt, oversight, accounting, and disbursement of all public funds as required by law and in accordance with the Governing Board, board policies, and all applicable statutes, regulations, and laws.

**Major Responsibilities:**

- Promotes TSA's mission, philosophy, and vision.
- Certifies all purchases and requisitions for supplies/services required for efficient district operation as required by law and encumber proper funds.
- Responsible for the preparation of all purchase orders, maintenance of files of such orders, receipt of all invoices, and payment of such.
- Under the provisions of law, the treasurer is required to sign all checks issued for the disbursement of school funds. If the treasurer is incapacitated in such a manner that they are unable to sign checks, the Board may appoint an officer of the school to sign such checks in the capacity of the Treasurer.
- Responsible for the maintenance of a complete and systematic set of financial records in accordance with State of Ohio statute and the Auditor of the State of Ohio.
- Responsible for warrants, recording, and maintaining record of all district funds disbursement.
- Responsible for efficient operation of payroll functions.
- Serves as official custodian of fiscal records of all federal programs.
- Prepares all such financial reports as requested by law or requested by the Ohio Department of Education.
- Renders a monthly financial statement of the Board.
- Prepares advertisement of all legal notices concerning Board business.
- Prepares and distributes invoices for the collection of monies owed to the Board.
- In cooperation with the local superintendent and/or designee, develops, presents, and files the annual budget, appropriation resolution, and spending plan.
- Prepares a long-range financial projection.
- Maintains a system of control for inventory of equipment.
- Acts as financial resource person to the Board's negotiation team and at all public meetings.
- Arranges depository contracts with eligible banking institutions through legal procedures in line with the Uniform Depository Act.
- Prepares invoices to parents/guardians for tuition fees furnished by the Ohio Department of Education.
- Provides and shares with the administrative Staff Member the responsibility for advising Staff Members with regard to insurance benefits, retirement provisions, local tax laws, provisions of sick leave policy, and pertinent information concerning fringe benefits provided by the Board.
- Works with the insurance advisor and provides general administration of the Board insurance program.
- Shall serve on the school district's Records Commission along with the Director and Board President.
- Directs the financial management of Toledo School for the Arts.
- Ensures proper communication between Staff Member, Governing Board, and the families of the Toledo School for the Arts through ongoing verbal and written reports.
- Completes performance appraisals for direct reports and make salary recommendations.
- Maintains open and effective communication; relays accurate information.
- Keeps stakeholders informed about emerging issues.

**Qualifications:** (education/experience/health and safety)

- Bachelor's Degree in Accounting, School Business Management, or related field required.
- Valid Ohio School Treasurer's License required.
- Master's Degree preferred.
- Experience in fiscal management of a medium to large size organization/company preferred.
- Leadership and/or management experience.
- Technologically proficient in financial database and/or office software.

- Conscientious and assumes responsibility for own work performance.
- Possesses high moral character and good attendance record.
- Meets all state-mandated health and safety requirements.
- Effective organizational, planning, and project management skills.
- A record free of criminal violations that would prohibit public school employment.
- Complies with drug-free workplace policy.

**Personal Characteristics and Skills:**

- Maintains respect at all times for confidential information.
- Acknowledges personal accountability for decisions and conduct.
- Averts problem situations and intervenes to resolve conflicts.
- Effectively uses listening, observation, reading, verbal, nonverbal, and writing skills.
- Organizes tasks and manages time effectively to meet deadlines.
- Shows sound professional judgment, respect, and kindness towards administrators, Staff Member, teachers, students, parents, and community members.

**Other Duties and Responsibilities:**

- Complies with TSA Board Policies as well as supervisory and/or administrative directives.
- Performs other specific job-related duties as directed.
- Performs occasional off-site and evening/weekend responsibilities.
- Attends as many school events in support of TSA students as possible.
- Serves as a positive role model to students and positive representative of TSA to the community.

**Accountability:**

- The Treasurer will meet with the Governing Board at least once a month.

**Supervisory Responsibilities:**

This position supervises the following personnel:

- Assistant Treasurer
- Enrollment Coordinator / Assistant to the Treasurer
- Facilities Manager
- Food Service Coordinator
- EMIS Coordinator / Data Manager

**ATTACHMENT 9.3**  
**FISCAL LICENSURE**

1. Treasurer's License

**NOTE:** Any updates or changes to the fiscal licensure must be sent to the Sponsor within five (5) business days.

**STATE OF OHIO DEPARTMENT OF EDUCATION**  
**5 Year School Treasurer School Treasurer License**

**JAMIE LYNN LOCKWOOD**

THIS LICENSE AWARDED TO

<b>OH3082891</b>	<b>03/13/2021</b>	<b>07/01/2021 to 06/30/2026</b>
EDUCATOR STATE ID	ISSUE DATE	EFFECTIVE DATES

***The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.***

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21959552

Employers may verify this credential by going to Educator Profile on [education.ohio.gov](http://education.ohio.gov) and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.



Superintendent of Public Instruction

**ATTACHMENT 9.4**  
**FISCAL BOND OR POOLED INSURANCE**

1. Treasurer's Bond
2. Pooled Insurance (if applicable)

**NOTE:** Any update or changes to the bond shall be sent to the Sponsor within five (5) business days.

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

The School must provide notice of lapse of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.

THE  
**CINCINNATI**  
INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: B6750133  
Bond Amount: \$ 250,000.00  
Bond Description: Treasurer/Clerk School, Township, Bd of Ed. (Definite Term)

Principal:

Jamie L. Lockwood  
6371 N 3rd St  
Oak Harbor, OH 43449-9445

Obligee:

State of Ohio c/o Toledo School for the Arts  
333 14th St Fl 4  
Toledo, OH 43604-7713

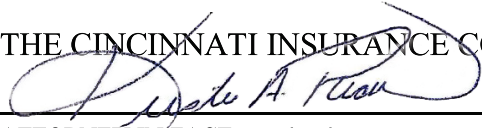
It is expressly understood and agreed that the subject bond and all renewal or continuation certificates attached thereto (including this one) are not cumulative, and that the total liability of THE CINCINNATI INSURANCE COMPANY under the attached bond and all such renewal or continuation certificates shall not exceed the penalty named in the subject bond.

This bond is extended to 11/21/2024

Signed and sealed this 10/5/2023



THE CINCINNATI INSURANCE COMPANY

  
ATTORNEY-IN-FACT Kristie A Pudvan

Agency: Hylant Group, Inc.  
34520  
811 MADISON AVE  
TOLEDO, OH 43604-5684

BN-1003(3/97)

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

B6750133

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Kristie A Pudvan

of TOLEDO OH their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Two Hundred and Fifty Thousand Dollars \$ 250,000.00

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO )SS:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY

*Stephen A. Ventre*

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



*Keith Collett*

Keith Collett, Attorney at Law  
Notary Public – State of Ohio

My commission has no expiration date.  
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 5<sup>th</sup> day of October, 2023.



*Ed [Signature]*

**ATTACHMENT 9.5**  
**FINANCIAL PLAN**

1. Estimated school budget for every year of the contract.

**NOTE:** The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year.





**Assumptions**

**Staffing/Enrollment**

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
Total Student FTE	683	683	683	750	790	810	830	840
Instructional Staff	55	55.00	55.00	55.00	57	57	58	58
Administrative Staff	8	8.00	8.00	8.00	8	8	8	8
Other Staff	34	34.00	34.00	34.00	34	34	34	34

**Purchased Services**

Rent	\$ -	\$ 9,743	\$ 9,810	\$ 42,850	\$ 47,820	\$ 48,059	\$ 48,299	\$ 48,541
Utilities	81,972	78,364	77,194	148,500	160,500	161,303	162,109	162,920
Other Facility Costs	29,709	45,516	19,657	212,000	322,000	323,610	325,228	326,854
Insurance	16,175	14,869	17,181	51,000	51,000	51,255	51,511	51,769
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	103,242	83,021	127,902	184,000	160,000	160,800	161,604	162,412
Audit Fees	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-
Transportation	14,899	7,069	-	20,000	30,000	30,150	30,301	30,452
Legal	80,896	18,240	42,299	55,000	55,000	55,275	55,551	55,829
Marketing	2,803	15,260	23,625	34,600	43,500	43,718	43,936	44,156
Consulting	-	-	-	-	-	-	-	-
Salaries and Wages	108,499	42,156	35,366	82,500	79,550	79,948	80,347	80,749
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	44,648	28,471	36,430	32,610	50,450	50,702	50,956	51,211
Technology Services	50,723	40,046	64,520	66,000	95,000	95,475	95,952	96,432
Food Services	125,064	140,835	192,501	205,000	205,000	206,025	207,055	208,090
Other	195,378	271,475	76,208	138,927	140,042	140,742	141,446	142,153
<b>Total</b>	<b>\$ 854,008</b>	<b>\$ 795,065</b>	<b>\$ 722,693</b>	<b>\$ 1,272,987</b>	<b>\$ 1,439,862</b>	<b>\$ 1,447,061</b>	<b>\$ 1,454,297</b>	<b>\$ 1,461,568</b>

**Financial Metrics**

Debt Service Payments	\$ 283,764	\$ 280,863	\$ 318,380	\$ 615,821	\$ 615,821	\$ 615,721	\$ 615,821	\$ 615,821
Debt Service Coverage	1.19	-3.64	3.21	1.14	1.03	1.01	1.01	1.11
Growth in Enrollment	0.00%	0.00%	0.00%	9.81%	5.33%	2.53%	2.47%	1.20%
Growth in New Capital Outlay	0.00%	988.68%	-84.75%	-77.47%	38.67%	6.00%	6.00%	6.00%
Growth in Operating Receipts	0.00%	1.06%	0.76%	30.22%	9.50%	2.53%	2.47%	1.20%
Growth in Non-Operating Receipts/Expenses	0.00%	45.49%	-0.95%	-45.74%	-12.56%	6.87%	8.21%	18.11%
Days of Cash	0.25	0.20	0.08	0.15	0.15	0.15	0.15	0.14

**Assumptions Narrative Summary**

Fiscal Year 2024-2025 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Bridge Loan	\$ 3,502,319	\$ 500,000	\$ 144,000	\$ 2,858,319	Waterford Bank
Notes, Bonds	\$ 3,851,736	\$ 235,867	\$ 238,968	\$ 3,376,901	BNY
Capital Leases	\$ 21,524	\$ 5,000	\$ 1,696	\$ 14,828	GreatAmerican (copiers)
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ 7,375,579</b>	<b>\$ 740,867</b>	<b>\$ 384,664</b>	<b>\$ 6,250,048</b>	

**Arts**

**Operating Receipts**

**State Foundation**

As a community school sponsored by Bowling Green State University, Toledo School for the Arts receives most of its revenues from the state based on the number of students enrolled. Toledo School for the Arts enrollment is increasing it's student enrollment from 750 to 790 ADM. Toledo School for the Arts does not accept new students mid-year.

**Charges for Services**

This category encompasses revenue from student lunch/breakfast payments, Academy 333 (summer arts camp) and online classes.

**Fees**

Toledo School for the Arts requires each student that is not on free/reduced lunch, to pay \$50 for iPad insurance and \$200 for materials and supplies. There is also a \$20 sibling discount allowed for siblings of active students. Graduating students (not on free and reduced lunch) are required to pay a \$80 graduation fee.

**Other**

Toledo School for the Arts receives revenue from products produced by students/staff in multiple mediums. Examples of these mediums are glass and silk screen.

**Operating Disbursements**

**Salaries**

Employees are paid out of both general and federal grant funds. Raises ranging from 3-6% were given to the majority of returning employees.

Salaries are estimated to be 61% of the budget. Minimal raises (3-6%) are included in the forecast.

In 2025, TSA is adding 2 new faculty positions to account for the increase in enrollment.

**Fringe Benefits**

Benefits include Medicare, Workers' Compensation, retirement and unemployment. In addition, TSA provides single health (90%), dental, vision and life insurance coverage to its staff. Fringe Benefits are budgeted to increase annually by 10% beginning with FY24.

**Purchased Services**

Purchased services are the second largest expenditure item after salaries and benefits. The five largest general fund purchased service items are "other services", food service contract, Sponsorship fee, legal fees and utilities. "Other services" include items such as, venue rentals for performances, meeting expenses, postage, printing and college credit plus tuition. Minimal increases for inflation were projected for FY 2024-FY2028.

**500 Supplies and Materials**

General fund material and supplies make up approximately 5% of the entire budget. Minimal increases for inflation were projected for FY 2024-FY 2028.

**600 Capital Outlay -New**

Capital Outlay is has the least impact on the budget. Minimal increases for inflation were projected for FY 2024 – FY 2028.

**800 Other**

**Nonoperating Receipts/(Disbursements)**

**Federal Grants**

TSA also receives funds from federal grants to provide programs and services for students.

**State Grants (3200, except 3211)**

**Restricted Grants (3219, Community School Facilities Grant)**

This category consists of revenue for Career Technical Funding and Connectivity grants. Career Technical funding is based on the number of students enroll in those programs.

**Donations (1820)**

TSA relies on donations and proceeds from productions to bridge the gap between expenses and revenue received from Government sources.

**Interest Income (1400)**

**Debt Principal Retirement**

Bond payment to BNY for project financed through the Lucas County Post Authority and a bridge loan with Waterford National Bank

**Interest and Fiscal Charges**

Bond payment interest to BNY for project financed through the Lucas County Post Authority and bridge loan housed with Waterford National Bank.

**ATTACHMENT 10.1**  
**LIABILITY INSURANCE**

1. Declarations page (s) showing:
  - a. General liability insurance (at least \$1 million per occurrence and \$3 million in aggregate)
  - b. Excess or umbrella policy extending coverage as primary coverage for at least \$5 million
  - c. Directors and officers liability/errors and omissions coverage (at least \$1 million per occurrence, not claims-made coverage)
  - d. Property insurance
  - e. Business interruption insurance
  - f. Contractual liability insurance

**NOTE:** Insurance coverage must be for the School, Governing Authority, and its Directors, Officers, and employees. The coverage must also include Sponsor and its Board of Trustees, officers, and employees as additional insureds and certificate holders on its general liability and directors and officers liability coverage (as extended by the excess or umbrella policy) and must be deemed primary to Sponsor's other collectible insurance as to matters of Sponsor's sponsorship of the School. The School must have a policy in place to notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to or cancellation of the coverage above.



**Philadelphia Indemnity Insurance Company**  
**A Stock Company (Nonparticipating)**  
**COMMON POLICY DECLARATIONS**

**Policy Number:** PHPK2569528

**Named Insured and Mailing Address:**

Toledo School For the Arts  
333 14th St  
Toledo, OH 43604-5459

**Producer:** 20364

Hylant Group Inc.  
811 Madison Avenue  
Toledo, OH 43604

**Policy Period From:** 07/01/2023 **To:** 07/01/2024

(419)255-1020

at 12:01 A.M. Standard Time at your mailing  
address shown above.

**Business Description:** Charter School

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

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

	<b>PREMIUM</b>
<b>Commercial Property Coverage Part</b>	
<b>Commercial General Liability Coverage Part</b>	4,052.00
<b>Commercial Crime Coverage Part</b>	
<b>Commercial Inland Marine Coverage Part</b>	
<b>Commercial Auto Coverage Part</b>	3,932.00
<b>Businessowners</b>	
<b>Workers Compensation</b>	
UltimateCover Property Coverage Part	40,824.00
Employee Benefits	500.00
Sexual/Physical Abuse	921.00
Stop Gap Liability	636.00
<b>Total</b>	<b>\$ 50,865.00</b>
Total Includes Federal Terrorism Risk Insurance Act Coverage	<b>1,131.00</b>

---

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

---

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



**Secretary**



**President and CEO**

Philadelphia Indemnity Insurance Company  
Form Schedule – Policy

**Policy Number:** PHPK2569528

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

Form	Edition	Description
CDC Parents	0510	A Fact Sheet For Parents
CDC Youth Sports	0610	A Fact Sheet For Athletes
BJP-190-1	1298	Commercial Lines Policy Jacket
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC-CW	0221	Common Policy Declarations
PI-LOC-SCH	0820	Location Schedule
PI-MORT-SCH	0820	Mortgagee Schedule
PI-LOSSPAY-SCH	0820	Loss Payee Schedule
PI-AI-SCH	0820	Additional Insured Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0244	0907	Ohio Changes - Cancellation and Nonrenewal
PI-ACL-001	1218	Absolute Cyber Liability And Electronic Exclusion
PI-CANXAICH-002	0511	Cancellation Notice To Sched Addl Insd Or Cert Holder
PI-SAM-018	0519	Absolute Abuse or Molestation Exclusion
PI-TER-DN1	0121	Disclosure Notice Of Terrorism Ins Coverage Rejection
PI-TER-DN2 OH	1220	Disclosure Pursuant To Terrorism Risk Insurance Act

Philadelphia Indemnity Insurance Company

Locations Schedule

**Policy Number:** PHPK2569528

**Prem. Bldg.**

**No. No. Address**

---

0001 0001 333 14th St  
Toledo, OH 43604-5459



Philadelphia Indemnity Insurance Company  
Mortgagee Schedule

**Policy Number:** PHPK2569528

**Mortgagee**

Charter Schools Development Corp  
7272 Park Circle Dr Ste 265  
Hanover, MD 21076-1314

OH - Loc #1 - Bld #1 - BUILDING (SCHOOLS - POST SECONDARY)

**Mortgagee**

Toledo Lucas County Port Authority  
1 Maritime Plz  
Toledo, OH 43604-1853

OH - Loc #1 - Bld #1 - BUILDING (SCHOOLS - POST SECONDARY)

**Mortgagee**

BNY Mellon Corporate Trust  
6525 W Campus Oval Ste 200  
New Albany, OH 43054-8832

OH - Loc #1 - Bld #1 - BUILDING (SCHOOLS - POST SECONDARY)

Philadelphia Indemnity Insurance Company  
Loss Payee Schedule

**Policy Number:** PHPK2569528

**Loss Payee**

Apple, Inc. &/or Its Assigns  
5000 Riverside Dr Ste 300  
Irving, TX 75039-4314

OH - Loc #1 - Bld #1 - BUSINESS PERSONAL PROPERTY (SCHOOLS - POST SECONDARY)

**Lenders Loss Payable**

VAR Technology Finance  
&/or its Successors & Assigns  
2330 Interstate 30  
Mesquite, TX 75150-2720

OH - Loc #1 - Bld #1 - BUSINESS PERSONAL PROPERTY (SCHOOLS - POST SECONDARY)

**Loss Payee**

GreatAmerica Leasing Corporation  
c/o ABIC - Lease Ins Services; 5th Floor  
PO Box 979280  
Miami, FL 33197-9280

OH - Loc #1 - Bld #1 - BUSINESS PERSONAL PROPERTY (SCHOOLS - POST SECONDARY)

Philadelphia Indemnity Insurance Company  
Additional Insured Schedule

**Policy Number:** PHPK2569528

**Additional Insured**

Owens Community College  
30335 Oregon Rd  
Perrysburg, OH 43551-4539

CG2011 - General Liability

# Philadelphia Indemnity Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: PHPK2569528

Agent # 20364

See Supplemental Schedule

### LIMITS OF INSURANCE

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

### FORM OF BUSINESS: NON PROFIT ORGANIZATION

Business Description: Charter School

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

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

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
<b>SEE SCHEDULE ATTACHED</b>						
<b>TOTAL PREMIUM FOR THIS COVERAGE PART:</b>					\$ 4,052.00	\$

### RETROACTIVE DATE (CG 00 02 ONLY)

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

Retroactive Date: NONE

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

09/07/23  
Countersignature Date

*Nicholas R. Hyland*

# Philadelphia Indemnity Insurance Company

## Form Schedule – General Liability

**Policy Number:** PHPK2569528

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

Form	Edition	Description
PI-GL NOTICE	0221	Advisory Notice To Policyholders
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG2011	0413	Additional Insured - Managers Or Lessors Of Premises
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2132	0509	Communicable Disease Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2267	1093	Corporal Punishment
CG2271	0413	Colleges Or Schools (Limited Form)
CG2402	1204	Binding Arbitration
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-GL-038	0920	Excl - Educational Inst Security Protection Liability
PI-GL-042	0422	Total Exclusion - PFC/PFAS
PI-GL-EP-1	0605	Exclusion Professional Liability Coverage
PI-GLD-VS	0517	General Liability Deluxe Endorsement: Schools
PI-MANU-2	0100	Exclusion - Trampolines
PI-SAM-006	0117	Abuse Or Molestation Exclusion
PI-SE-001	0720	Special Events Endorsement

# Philadelphia Indemnity Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK2569528

Agent # 20364

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
OH PREM NO. 001 SCHOOL-PRIV-ELEM/KINDRGRTN-FP  PROD/COMP OP SUBJ TO GEN AGG LIMIT	47475	300  STUDENT	3.360	INCL	1,012	INCL
OH PREM NO. 001 SCHOOL-PRIVATE-HIGH-NFP  PROD/COMP OP SUBJ TO GEN AGG LIMIT	47478	375  STUDENT	4.719	INCL	1,777	INCL
OH PREM NO. 001 BLDG/PREM-BANK/OFF-MRC/MFG-NFP  PROD/COMP OP SUBJ TO GEN AGG LIMIT	61216	22,000  AREA	25.943	INCL	576	INCL
OH PREM NO. 001 SCHOOL-FACULTY LIAB-CORP PUNSH  PROD/COMP OP SUBJ TO GEN AGG LIMIT	47469	95  FACULTY MEM	3.360	INCL	320	INCL
OH LIABILITY DELUXE	44444				367	

# BUSINESS AUTO DECLARATIONS

## ITEM ONE

<b>Company Name:</b> Philadelphia Indemnity Insurance Company	
<b>Producer Name:</b> Hylant Group Inc.	
<b>Named Insured And Mailing Address:</b> Toledo School For the Arts 333 14th St Toledo, OH 43604-5459	
<b>Policy Period</b>	
<b>From:</b> 07/01/2023	
<b>To:</b> 07/01/2024	At 12:01 AM Standard Time at your mailing address shown above
<b>Previous Policy Number:</b> PHPK2438710	

<b>Form Of Business:</b> NON PROFIT ORGANIZATION
--

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.

<b>Premium Shown Is Payable At Inception:</b> \$
<b>Audit Period</b> (if applicable): <input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

<b>Endorsements Attached To This Policy</b>
<b>SEE SCHEDULE</b>

**Countersignature Of Authorized Representative**

**Name:** Nicholas R. Hylant

**Title:** Client Executive

**Signature:** 

**Date:** 09/07/23

**Note**

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.



**ITEM TWO**

**Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages 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 Autos section of the Business Auto Coverage Form next to the name of the coverage.**

<b>Coverages</b>	<b>Covered Autos</b>	<b>Limit</b>	<b>Premium</b>
<b>Covered Autos Liability</b>	01	\$ 1,000,000 CSL	\$ 2,704.00
<b>Personal Injury Protection (Or Equivalent No-fault Coverage)</b>		Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible	\$
<b>Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)</b>		Separately Stated In Each Added Personal Injury Protection Endorsement	\$
<b>Property Protection Insurance (Michigan Only)</b>		Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident	\$
<b>Auto Medical Payments</b>	02	\$ 5,000 Each Insured	\$ 122.00
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>		Separately Stated In The Medical Expense And Income Loss Benefits Endorsement	\$
<b>Uninsured Motorists</b>	02	\$ 100,000 CSL	\$ 40.00
<b>Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)</b>	02	\$ 100,000 CSL	\$ 16.00

**ITEM TWO**

**Schedule Of Coverages And Covered Autos (Cont'd)**

<b>Coverages</b>	<b>Covered Autos</b>	<b>Limit</b>	<b>Premium</b>
<b>Physical Damage Comprehensive Coverage</b>	02	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ SCHEDULE Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning  See Item Four for Hired or Borrowed Autos.	\$ 244.00
<b>Physical Damage Specified Causes Of Loss Coverage</b>		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ nr (0000000000) Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See Item Four for Hired or Borrowed Autos.	\$
<b>Physical Damage Collision Coverage</b>	02	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ SCHEDULE Deductible For Each Covered Auto  See Item Four for Hired or Borrowed Autos.	\$ 706.00
<b>Physical Damage Towing And Labor</b>		\$ For Each  Disablement Of A Private Passenger Auto	\$
<b>Terrorism</b>	All	Per Coverage Endorsement	\$ 0.00
<b>Premium For Endorsements</b>			<b>\$ 100.00</b>
<b>Estimated Total Premium*</b>			<b>\$ 3,932.00</b>
*This policy may be subject to final audit.			

**ITEM THREE**

**Schedule Of Covered Autos You Own**

<b>Covered Auto Number:</b>						
<b>Town And State Where The Covered Auto Will Be Principally Garaged: SEE SCHEDULE</b>						
<b>Covered Auto Description</b>						
<b>Year:</b>	<b>Model:</b>			<b>Trade Name:</b>		
<b>Body Type:</b>				<b>Serial Number(s):</b>		
<b>Vehicle Identification Number (VIN):</b>						
<b>Classification</b>						
<b>Original Cost New</b>	<b>Radius Of Operation</b>	<b>Business Use</b> s=service r=retail c=commercial	<b>Size GVW, GCW Or Vehicle Seating Capacity</b>	<b>Age Group</b>	<b>Secondary Rating Classification</b>	<b>Code</b>
\$ <b>SEE SCHEDULE</b>						
<b>Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:</b> <b>SEE SCHEDULE, IF APPLICABLE</b>						

**ITEM THREE**

**Schedule Of Covered Autos You Own (Cont'd)**

<b>Coverages – Premiums, Limits And Deductibles</b> (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)		
<b>Coverages</b>	<b>Limit</b>	<b>Premium</b>
<b>Covered Autos Liability</b>	<b>\$ SEE SCHEDULE</b>	<b>\$</b>
<b>Personal Injury Protection</b>	Stated In Each Personal Injury Protection Endorsement Minus \$ <span style="float: right;"><b>Deductible</b></span>	<b>\$</b>
<b>Added Personal Injury Protection</b>	Stated In Each Added Personal Injury Protection Endorsement	<b>\$</b>
<b>Property Protection Insurance (Michigan Only)</b>	Stated In The Property Protection Insurance Endorsement Minus \$ <span style="float: right;"><b>Deductible</b></span>	<b>\$</b>
<b>Auto Medical Payments</b>	<b>\$</b> <span style="float: right;"><b>Each Insured</b></span>	<b>\$</b>
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person	<b>\$</b>
<b>Comprehensive</b>	Stated In Item Two Minus \$ <span style="float: right;"><b>Deductible</b></span>	<b>\$</b>
<b>Specified Causes Of Loss</b>	Stated In Item Two Minus \$ <span style="float: right;"><b>Deductible</b></span>	<b>\$</b>
<b>Collision</b>	Stated In Item Two Minus \$ <span style="float: right;"><b>Deductible</b></span>	<b>\$</b>
<b>Towing And Labor</b>	<b>\$</b> <span style="float: right;"><b>Per Disablement</b></span>	<b>\$</b>

<b>Total Premiums</b>	<b>SEE SCHEDULE</b>
<b>Covered Autos Liability</b>	<b>\$</b>
<b>Personal Injury Protection</b>	<b>\$</b>
<b>Added Personal Injury Protection</b>	<b>\$</b>
<b>Property Protection Insurance (Michigan Only)</b>	<b>\$</b>
<b>Auto Medical Payments</b>	<b>\$</b>
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	<b>\$</b>
<b>Comprehensive</b>	<b>\$</b>
<b>Specified Causes Of Loss</b>	<b>\$</b>
<b>Collision</b>	<b>\$</b>
<b>Towing And Labor</b>	<b>\$</b>

**ITEM FOUR**

**Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums**

<b>Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>		
<b>Covered Autos Liability Coverage</b>	<b>Estimated Annual Cost Of Hire For All States</b>	<b>Premium</b>
<b>Primary Coverage</b>	<b>\$ SEE SCHEDULE, IF APPLICABLE</b>	<b>\$</b>
<b>Excess Coverage</b>	<b>\$ SEE SCHEDULE, IF APPLICABLE</b>	<b>\$</b>
<b>Total Hired Auto Premium</b>		<b>\$</b>

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers) and, if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles, whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (e.g., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles, whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

<b>Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>			
<b>Covered Autos Liability Coverage</b>	<b>State</b>	<b>Estimated Annual Cost Of Hire For Each State</b>	<b>Premium</b>
<b>Primary Coverage</b>		<b>\$ SEE SCHEDULE, IF APPLICABLE</b>	<b>\$</b>
<b>Excess Coverage</b>		<b>\$ SEE SCHEDULE, IF APPLICABLE</b>	<b>\$</b>
<b>Total Hired Auto Premium</b>			<b>\$</b>

For "autos" **NOT** used in your motor carrier operations, 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 services performed by motor carriers of property or passengers.

**ITEM FOUR**

**Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)**

<b>Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)</b>				
<b>Coverage</b>	<b>State</b>	<b>Limit Of Insurance</b>	<b>Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)</b>	<b>Premium</b>
<b>Comprehensive</b>		<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning</b>	<b>\$ SEE SCHEDULE, IF APPLICABLE</b>	<b>\$</b>
<b>Specified Causes Of Loss</b>		<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism</b>	<b>\$</b>	<b>\$</b>
<b>Collision</b>		<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered Auto</b>	<b>\$</b>	<b>\$</b>
<b>Total Hired Auto Premium</b>				<b>\$</b>
<p>For Physical Damage Coverages, 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 any "auto" that is leased, hired, rented or borrowed with a driver.</p>				

**ITEM FOUR**

**Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)**

<b>Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages</b>					
<b>Coverage</b>	<b>State</b>	<b>Estimated Annual Cost Of Hire For Each State</b>		<b>Premium</b>	
		<b>Mobile Equipment</b>	<b>Farm Equipment</b>	<b>Mobile Equipment</b>	<b>Farm Equipment</b>
<b>Covered Autos Liability – Primary Coverage</b>		\$ <b>SEE SCHEDULE, IF APPLICABLE</b>	\$	\$	\$
<b>Covered Autos Liability – Excess Coverage</b>		\$	\$	\$	\$
<b>Personal Injury Protection</b>		\$	\$	\$	\$
<b>Medical Expense Benefits (Virginia Only)</b>	VA	\$	\$	\$	\$
<b>Income Loss Benefits (Virginia Only)</b>	VA	\$	\$	\$	\$
<b>Auto Medical Payments</b>		\$	\$	\$	\$
<b>Total Hired Auto Premiums</b>				\$	\$
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 services performed by motor carriers of property or passengers.					

**ITEM FOUR**

**Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)**

<b>Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Physical Damage Coverages</b>						
<b>Coverage</b>	<b>State</b>	<b>Limit Of Insurance</b>	<b>Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)</b>		<b>Premium</b>	
			<b>Mobile Equipment</b>	<b>Farm Equipment</b>	<b>Mobile Equipment</b>	<b>Farm Equipment</b>
<b>Comprehensive</b>		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$ SEE SCHEDULE, IF APPLICABLE	\$	\$	\$
<b>Specified Causes Of Loss</b>		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
<b>Collision</b>		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Ded. For Each Covered Auto	\$	\$	\$	\$
<b>Total Hired Auto Premiums</b>					\$	\$
For Physical Damage Coverages, 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 any auto that is leased, hired, rented or borrowed with a driver.						



**ITEM FOUR**

**Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)**

<b>Rental Period Rating Basis For Mobile Or Farm Equipment</b>					
<b>Coverage</b>	<b>Town And State Where The Job Site Is Located</b>	<b>Estimated Number Of Days Equipment Will Be Rented</b>		<b>Premium</b>	
		<b>Mobile Equipment</b>	<b>Farm Equipment</b>	<b>Mobile Equipment</b>	<b>Farm Equipment</b>
<b>Covered Autos Liability – Primary Coverage</b>				\$	\$
<b>Covered Autos Liability – Excess Coverage</b>				\$	\$
<b>Personal Injury Protection</b>				\$	\$
<b>Medical Expense Benefits (Virginia Only)</b>				\$	\$
<b>Income Loss Benefits (Virginia Only)</b>				\$	\$
<b>Auto Medical Payments</b>				\$	\$
<b>Total Hired Auto Premiums</b>				\$	\$

**ITEM FIVE**

**Schedule For Non-ownership Covered Autos Liability**

<b>Named Insured's Business</b>	<b>Rating Basis</b>	<b>Number</b>	<b>Premium</b>
<b>Other Than Garage Service Operations And Other Than Social Service Agencies</b>	<b>Number Of Employees</b>	93	\$ 658.00
	<b>Number Of Partners (Active And Inactive)</b>		\$
<b>Garage Service Operations</b>	<b>Number Of Employees Whose Principal Duty Involves The Operation Of Autos</b>		\$
	<b>Number Of Partners (Active And Inactive)</b>		\$
<b>Social Service Agencies</b>	<b>Number Of Employees</b>		\$
	<b>Number Of Volunteers Who Regularly Use Autos To Transport Clients</b>		\$
	<b>Number Of Partners (Active And Inactive)</b>		\$
<b>Total Non-ownership Covered Autos Liability Premium</b>			<b>\$ 658.00</b>

**ITEM SIX**

**Schedule For Gross Receipts Or Mileage Basis**

<b>Address Of Business Headquarters Location:</b>	
<b>Type Of Risk (Check one):</b>	<input type="checkbox"/> <b>Public Autos</b> <input type="checkbox"/> <b>Leasing Or Rental Concerns</b>
<b>Rating Basis (Check one):</b>	<input type="checkbox"/> <b>Gross Receipts (Per \$100)</b> <input type="checkbox"/> <b>Mileage (Per Mile)</b>
<b>Estimated Yearly (Gross Receipts Or Mileage):</b>	
<b>Premiums</b>	
<b>Covered Autos Liability</b>	\$
<b>Personal Injury Protection</b>	\$
<b>Added Personal Injury Protection</b>	\$
<b>Property Protection Insurance (Michigan Only)</b>	\$
<b>Auto Medical Payments</b>	\$
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	\$
<b>Comprehensive</b>	\$
<b>Specified Causes Of Loss</b>	\$
<b>Collision</b>	\$
<b>Towing And Labor</b>	\$

**ITEM SIX**

**Schedule For Gross Receipts Or Mileage Basis (Cont'd)**

<b>Address Of Business Headquarters Location:</b>	
Type Of Risk (Check one): <input type="checkbox"/> <b>Public Autos</b> <input type="checkbox"/> <b>Leasing Or Rental Concerns</b>	
Rating Basis (Check one): <input type="checkbox"/> <b>Gross Receipts (Per \$100)</b> <input type="checkbox"/> <b>Mileage (Per Mile)</b>	
<b>Estimated Yearly (Gross Receipts Or Mileage):</b>	
<b>Premiums</b>	
<b>Covered Autos Liability</b>	<b>\$</b>
<b>Personal Injury Protection</b>	<b>\$</b>
<b>Added Personal Injury Protection</b>	<b>\$</b>
<b>Property Protection Insurance (Michigan Only)</b>	<b>\$</b>
<b>Auto Medical Payments</b>	<b>\$</b>
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	<b>\$</b>
<b>Comprehensive</b>	<b>\$</b>
<b>Specified Causes Of Loss</b>	<b>\$</b>
<b>Collision</b>	<b>\$</b>
<b>Towing And Labor</b>	<b>\$</b>

<b>Address Of Business Headquarters Location:</b>	
Type Of Risk (Check one): <input type="checkbox"/> <b>Public Autos</b> <input type="checkbox"/> <b>Leasing Or Rental Concerns</b>	
Rating Basis (Check one): <input type="checkbox"/> <b>Gross Receipts (Per \$100)</b> <input type="checkbox"/> <b>Mileage (Per Mile)</b>	
<b>Estimated Yearly (Gross Receipts Or Mileage):</b>	
<b>Premiums</b>	
<b>Covered Autos Liability</b>	<b>\$</b>
<b>Personal Injury Protection</b>	<b>\$</b>
<b>Added Personal Injury Protection</b>	<b>\$</b>
<b>Property Protection Insurance (Michigan Only)</b>	<b>\$</b>
<b>Auto Medical Payments</b>	<b>\$</b>
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	<b>\$</b>
<b>Comprehensive</b>	<b>\$</b>
<b>Specified Causes Of Loss</b>	<b>\$</b>
<b>Collision</b>	<b>\$</b>
<b>Towing And Labor</b>	<b>\$</b>

## **ITEM SIX**

### **Schedule For Gross Receipts Or Mileage Basis (Cont'd)**

When used as a premium basis:

#### **FOR PUBLIC AUTOS**

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

#### **FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

# Philadelphia Indemnity Insurance Company

## Form Schedule – Commercial Auto

**Policy Number:** PHPK2569528

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

Form	Edition	Description
CADS03	1013	Business Auto Declarations
Auto Schedule	0100	Business Auto Schedule
Hired Or Borrowed Auto Sche	0706	Schedule Of Hired Or Borrowed Covered Auto
CA0001	1013	Business Auto Coverage Form
CA2133	0817	Ohio Uninsured & Underinsured Motorists Cov-Bodily Inj
CA9903	1013	Auto Medical Payments Coverage
PI-CA-001	0915	Commercial Automobile Elite Endorsement

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: PHPK2569528

### SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION							TERRITORY			
	Year Model; Trade Name; Body Type Serial Number (S); Vehicle Identification Number (VIN)							Town or City & Zip where the Covered Auto will be principally garaged			
1	2008 HALLMARK TRAILER, 1GHCB12188H167746							105 Toledo, OH 43604			
2	2003 FORD ECONOLINE, 1FMRE11W13HA99835							105 Toledo, OH 43604			
3	2023 FORD TRANSIT, 1FTBF4X81PKA47188							105 Toledo, OH 43604			
4	2023 FORMULA UTILITY TRAILER, 5JW9E1429PB022288							105 Toledo, OH 43604			
Covered Auto No.	CLASSIFICATION								PURCHASED		
	Radius of Operation	Business Uses = service r = retail c = comml.	Size GVW, CGW or Vehicle Seating Capacity	Age Group	Primary Rating Factor		Sec. Rating Factor		Code	Original Cost New	Stated Amount
					Liab.	Phy. Dam.	Liab.	Phy. Dam.			
1	LOCAL			12		0.350			69199	8,000	
2	LOCAL	S	5,000	12	1.000	1.000			01199	23,800	
3	LOCAL	S	5,000	1	1.000	1.000			01199	54,759	
4	LOCAL			1		0.350			69199	6,599	
Total Premium											
Covered Auto No.	LIABILITY			AUTO. MED.			MEDICAL EXPENSE AND INCOME LOSS BENEFITS (VA ONLY)				
	Limit (in thousands)	Premium		Limit	Premium		Limit Stated In Each Med. Exp. And Inc. Loss Ben. End. For Each Person		Premium		
	1	1,000	INCL	NONE							
2	1,000	967.00		5,000	61.00						
3	1,000	967.00		5,000	61.00						
4	1,000	INCL		NONE							
Total Premium		1,934.00			122.00						
Covered Auto No.	PERSONAL INJURY PROTECTION			P.P.I. (Mich, Only)			UNINSURED/UNDERINSURED				
	Limit stated in each P.I.P. end.	Premium		Limit stated in each P.P.I. end.	Premium	Limit (in thousands)	Premium	UM	UIM		
	1										
2						100	28.00	X	X		
3						100	28.00	X	X		
4											
Total Premium							56.00				

## BUSINESS AUTO SCHEDULE

POLICY NUMBER: PHPK2569528

### SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered Auto No.	COMPREHENSIVE		SPEC. CAUSES OF LOSS	COLLISION	
	Deductible	Premium	Premium	Deductible	Premium
1	500	13.00		1,000	14.00
2	500	52.00		1,000	114.00
3	500	153.00		1,000	543.00
4	500	26.00		1,000	35.00
Total Premium		244.00			706.00
Covered Auto No.	TOWING & LABOR		Premium	Except for towing all physical damage loss is payable to you and the loss payee named below as interests may appear at the time of the loss.	TOTAL
	Limit per disablement				Premium
1					27.00
2				See Schedule(s)	1,222.00
3					1,752.00
4					61.00
Total Premium					3,062.00

Policy Number: PHPK2569528

**Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums**

<b><u>Coverage</u></b>	<b><u>State</u></b>	<b><u>Cost of Hire</u></b>	<b><u>Deductible</u></b>	<b><u>Rate</u></b>	<b><u>Premium</u></b>
Liability Coverage	OH	5,000		2.23400	\$ 112
				Total Premium -	\$ 112



## ULTIMATECOVER PROPERTY COVERAGE PART DECLARATIONS

**Policy Number** PHPK2569528

**Effective Date:** 07/01/2023

**Expiration Date:** 07/01/2024  
12:01 a.m., Standard Time

Extension of Declarations is attached

### **Business Description**

Charter School

### **Description of Premises**

Prem. No.	Bldg. No.	Location, Construction and Occupancy	
0001	0001	333 14th St Toledo, OH 43604-5459 SCHOOLS - POST SECONDARY	FIRE RESISTIVE

### **Limits of Insurance**

Insurance applies only for coverage for which a Limit of Insurance is shown.

### **Property at Specified Premises**

Prem. No.	Bldg. No.	Your Business Personal Property	Personal Property of Others	Buildings
0001	0001	\$ 1,345,000		\$ 16,000,000

Personal Property at Location not Specifically Identified: \$100,000, unless a higher limit is shown on the Additional Coverage Summary Declarations.

Personal Property in Transit: \$50,000, unless a higher limit is shown on the Additional Coverage Summary Declarations.

These declarations are part of the policy declarations containing the Name of the Insured and the policy period.

**Applications of Limits**

---

- Specific
  Blanket - See Form PI-ULTD-006  
 Exceptions:

**Deductibles**

---

Building \$ 5,000      Business Personal Property \$ 5,000      Transit \$ 5,000

**Coinsurance**

---

- 80%       90%       100%       Agreed Value

**Mortgage Holders**

---

Prem. No.	Bldg. No.	Mortgage Holder Name and Address
-----------	-----------	----------------------------------

SEE SCHEDULE ATTACHED

**Forms and Endorsement**

---

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:  
See Schedule of Forms and Endorsements attached.

**Premium**

---

Premium for this Coverage Part \$ 40,824.00

## ADDITIONAL COVERAGE SUMMARY DECLARATIONS

---

**Policy Number** PHPK2569528

As per the Property Coverage Part Declarations this Coverage Part provides the following Additional Coverages and Coverage Extensions, subject to the Limits of Insurance shown below.

	<b>Limits of Insurance</b>
Brands and Labels	Included in Policy Limits
Claim Expenses	\$ 10,000
Contract Penalty Clause	\$ 25,000
Computer Property	Included in Personal Property Limits
Excavation and Landscaping	\$ 25,000
Fine Arts	\$ 25,000
Fines for False Alarms	\$ 5,000
Fire Department Service Charge	\$ 50,000
Fire, Sprinkler or Burglar Alarm Upgrade	\$ 50,000
Fish in Aquariums	\$ 1,000
Glass	Included in Policy Limits, except when PI-ULT-030 applies
Guard Dogs	\$ 1,000
Lost Key Replacement	\$ 2,500
Newly Acquired Property	\$1,000,000 Blanket Limit Real and Personal
Property	
New Construction	\$ 500,000
Ordinance or Law – Undamaged Portion	Included in Building Limit
Ordinance or Law – Demolition	\$ 250,000
Ordinance or Law – Increased Cost of Construction	\$ 250,000
Personal Effects – Portable Electronic Equipment – Away from Premises	\$ 1,000
Personal Effects - Premises	\$ 25,000
Personal Effects – Spouses	\$ 500
Personal Effects – Worldwide	\$ 1,000
Pollutant Cleanup and Removal	\$ 25,000
Precious Metals	\$ 2,500
Signs	Included in Personal Property Limits
Theft Damage to Building	Included in Personal Property Limits
Utility Service	\$ 10,000
Voluntary Parting	\$ 10,000

For the Additional Coverages and Coverage Extensions shown below, if a Superceding Limit of Insurance is shown, that Superceding Limit is the applicable Limit of Insurance.

	<b>Limits of Insurance</b>	<b>Superseding Limits</b>
Accounts Receivable	\$ 250,000	\$ _____
Arson Reward	\$ 25,000	\$ _____
Computer Virus Extraction Expense	\$ 2,500	\$ _____
Consequential Damage	\$ 25,000	\$ _____
Debris Removal	\$ 250,000	\$ _____
Personal Property in Transit	\$ 50,000	\$ _____
Personal Property at Locations not Specifically Identified	\$ 100,000	\$ _____
Valuable Papers and Records – Cost of Research	\$ 250,000	\$ _____

# Philadelphia Indemnity Insurance Company

## Form Schedule – UltimateCover

**Policy Number:** PHPK2569528

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

Form	Edition	Description
CP P 003	0706	Excl of Loss Due to Virus or Bacteria Advisory Notice
PI-ULTD-002	1198	Property Coverage Part Declarations
PI-ULTD-005	0513	Additional Coverage Summary Declarations
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
ILO415	0498	Protective Safeguards
PI-CP-114	0717	Addl Property Not Covered - Inflatable Structures
PI-ULT-007	1198	Property Coverage Form
PI-ULT-008	1198	Causes of Loss Form
PI-ULT-009	1198	Crime Coverage Form
PI-ULT-010	1198	Business Income with Extra Expense Coverage Form
PI-ULT-015	1198	Agreed Value Endorsement
PI-ULT-016	1198	Loss Payable Provisions
PI-ULT-023	0701	Boiler and Machinery Endorsement
PI-ULT-072	0321	Limitations On Fungus,Wet Rot, Dry Rot And Bacteria
PI-ULT-83	0401	Loss of Income due to Workplace Violence
PI-ULT-085	0516	Cap On Losses From Certified Acts Of Terrorism
PI-ULT-088	0419	Changes - Electronic Data
PI-ULT-099	0207	Elite Property Enhancement: Academic Schools
PI-ULT-142	0814	Collapse - Exclusion And Additional Coverage Re-Styled
PI-ULT-148	1016	Boiler And Machinery - Separate Deductible Endorsement
PI-ULT-238	0119	Continuous Or Repeated Water Damage Exclusion
PI-MANU-1	0100	PI-ULT-031 11.98 Commercial Condominium Unit-Owners' Coverage Endorsemen

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
**EMPLOYEE BENEFITS ADMINISTRATION ERRORS AND OMISSIONS INSURANCE**  
**DECLARATIONS**  
**CLAIMS MADE COVERAGE**

POLICY NO.: PHPK2569528

Effective date: 07/01/2023

12:01 A.M. Standard Time

INSURED: Toledo School For the Arts  
 333 14th St

LIMIT OF LIABILITY		
\$	1,000,000	Each Claim
\$	3,000,000	Aggregate
RETROACTIVE DATE		
This Insurance Does Not Apply to "Damages" Resulting from an "Employee Benefits Incident" Which Occurred Before the Retroactive Date, If Any, Shown Here 07/01/2006 (Enter Date or "None" if No Retroactive Date Applies)		
PREMIUM COMPUTATION:		
Estimated Number of Employees:	<u>93</u>	Total Premium: \$ 500
RATE – EACH EMPLOYEE		
<u>000.150</u>	First 5,000	<u>000.112</u> Next 5,000 <u>000.075</u> Over 10,000
FORMS AND ENDORSEMENTS (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)		
Agents Name:		
Agents License#:		
Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:		
SEE SCHEDULE ATTACHED		

# Philadelphia Indemnity Insurance Company

## Form Schedule – Employee Benefits

**Policy Number:** PHPK2569528

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

Form	Edition	Description
PI-EBL-001D OH	0405	Employee Benefits Admin Errors And Omissions Ins Dec
PI-ARB-1	0403	Binding Arbitration
PI-EBL-001-OH	0405	Employee Benefits Admin Errors and Omissions Insurance
PI-PPL-001 EB	0803	Prior/Pending Litigation And Known Circumstances Excl

## ABUSIVE CONDUCT LIABILITY COVERAGE FORM POLICY DECLARATIONS

**PLEASE READ THIS POLICY CAREFULLY.**

Policy Number:   PHPK2569528   Effective date:   07/01/2023    
12:01 A.M. Standard Time

<b>LIMITS OF INSURANCE:</b>	
AGGREGATE LIMIT	\$ <u>  2,000,000  </u>
EACH ABUSIVE CONDUCT LIMIT	\$ <u>  1,000,000  </u>
<b>DEDUCTIBLE:</b>	\$ <u>  NONE  </u>
<b>BUSINESS DESCRIPTION:</b>	
Form of Business: NON PROFIT ORGANIZATION	
Business Description: Charter School	
<b>PREMIUM:</b> \$ 921.00	
<b>FORMS AND ENDORSEMENTS</b> (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)	
Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:	
<b>SEE SCHEDULE ATTACHED</b>	

Philadelphia Indemnity Insurance Company  
Form Schedule – Abusive Conduct Liability

**Policy Number:** PHPK2569528

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

Form	Edition	Description
PI-SAM-008D	0117	Abusive Conduct Liability Coverage Policy Dec
PI-ARB-1	0403	Binding Arbitration
PI-SAM-008	0519	Abusive Conduct Liability Coverage Form
PI-SAM-OH 1	0117	Ohio Changes - Abusive Conduct Liability Coverage



## STOP GAP LIABILITY COVERAGE PART DECLARATIONS

POLICY NO. PHPK2569528

EFFECTIVE DATE: 07/01/2023  
12:01 AM STANDARD TIME

**LIMITS OF INSURANCE:**

Bodily Injury by Accident - Each Accident	\$	1,000,000
Bodily Injury by Disease - Each Employee	\$	1,000,000
Bodily Injury by Disease - Aggregate	\$	1,000,000

**DESIGNATED STATES, TERRITORY OR POSSESSION:**

Ohio

CLASSIFICATION OF OPERATIONS	PREMIUM BASIS	RATES BODILY INJURY	ADVANCE PREMIUMS BODILY INJURY
<b>STOP GAP LIABILITY</b>	TOTAL PAYROLL \$ 4,546,036	PER \$100 OF TOTAL PAYROLL  UP TO 1.00	\$ 636.00
<b>MINIMUM PREMIUM \$</b>	Included	<b>TOTAL ADVANCE PREMIUMS</b>	\$ 636.00

**FORMS AND ENDORSEMENTS (OTHER THAN APPLICABLE FORMS AND ENDORSEMENTS SHOWN ELSEWHERE IN THE POLICY):**

SEE SCHEDULE ATTACHED

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

PI-SGL-001 OH (3/11)

# Philadelphia Indemnity Insurance Company

## Form Schedule – Stop Gap

**Policy Number:** PHPK2569528

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

Form	Edition	Description
PI-SGL-001 OH	0311	Stop Gap Liability Coverage Part Declarations
PI-SGL-OH-1	1003	Ohio Stop Gap Employers Liability Coverage Part

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BELL ENDORSEMENT**

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

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

**I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS**

The following is a summary of Limits of Liability or Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

<b>COVERAGE</b>	<b>LIMITS OF INSURANCE</b>
Business Travel Accident Benefit	\$50,000
Conference Cancellation	\$25,000
Donation Assurance	\$50,000
Emergency Real Estate Consulting Fee	\$50,000
Fundraising Event Blackout	\$25,000
Identity Theft Expense	\$50,000
Image Restoration and Counseling	\$50,000
Key Individual Replacement Expenses	\$50,000
Kidnap Expense	\$50,000
Political Unrest	\$5,000 per employee: \$25,000 policy limit
Temporary Meeting Space Reimbursement	\$25,000
Terrorism Travel Reimbursement	\$50,000
Travel Delay Reimbursement	\$1,500
Workplace Violence Counseling	\$50,000

## II. CONDITIONS

### A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable.

### B. Limits of Liability or Limits of Insurance

1. When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limits of liability or limits of insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy. Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limits of liability or limits of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limits of liability or limits of insurance under any one coverage part or policy.
2. Limits of liability or limits of insurance identified in Section I. **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** above are not excess of, but are in addition to the applicable Limits of Liability or Limits of Insurance stated in the Declarations.

### C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

## III. ADDITIONAL COVERAGES

### A. Business Travel Accident Benefit

We will pay a Business Travel Accident Benefit to the insured if a director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

For the purpose of Business Travel Accident Benefit coverage, injury means:

1. Physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;
2. Accidental loss of limbs or multiple fingers;
3. Total loss of sight, speech or hearing.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

The Business Travel Accident Benefit shall not be payable if the cause of the injury was:

1. An intentional act by the insured;
2. An act of suicide or attempted suicide;
3. An act of war; or
4. A disease process.

**B. Conference Cancellation**

We will reimburse the insured for any business-related conference expenses, paid by the insured and not otherwise reimbursed, for a canceled conference that an employee was scheduled to attend. The cancellation must be due directly to a "natural catastrophe" or a "communicable disease" outbreak that forces the cancellation of the conference.

With respect to a conference cancellation claim, it is further agreed as follows:

1. The insured employee must have registered for the conference at least thirty (30) days prior to the cancellation; and
2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

**C. Donation Assurance**

If the insured is a 501(c)(3) status non-profit organization as defined in the United States Internal Revenue Code, we will reimburse the insured for "failed donation claim(s)."

With respect to any "failed donation claim," it is further agreed as follows:

1. The donor must not have been in bankruptcy, nor have filed for bankruptcy or reorganization in the past seven (7) years prior to the time said pledge was made to the insured;
2. For non-cash donations, our payment of a "failed donation claim" shall be based on the fair market value of said non-cash donation at the time of the "failed donation claim";
3. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the "failed donation claim":
  - a. Neither the natural person donor nor the insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date; and
  - b. The donor shall be unemployed for at least sixty (60) days prior to a claim being submitted by the insured;
4. No coverage shall be afforded for a written pledge of funds or other measurable, tangible property to the insured dated prior to the policy period; and
5. A donation amount which is to be collected by the insured over more than a twelve (12) month period shall be deemed a single donation.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

**D. Emergency Real Estate Consulting Fee**

We will reimburse the insured any realtor's fee or real estate consultant's fee necessitated by the insured's need to relocate due to the "unforeseeable destruction" of the insured's "principal location" listed in the Declarations during the policy period. The limit of insurance for this

coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

#### **E. Fundraising Event Blackout**

We will reimburse the insured for “fundraising expenses” that are incurred due to the cancellation of a fundraising event caused by the lack of electric supply resulting in a power outage, provided the fundraising event is not re-scheduled. The fundraising event must have been planned at least thirty (30) days prior to the power outage. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

#### **F. Identity Theft Expense**

We will reimburse any present director or officer of the named insured for “identity theft expenses” incurred as the direct result of any “identity theft” first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of the insured’s first policy with us. The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

#### **G. Image Restoration and Counseling**

We will reimburse the insured for expenses incurred for image restoration and counseling arising out of “improper acts” by any natural person.

Covered expenses are limited to:

1. The costs of rehabilitation and counseling for the accused natural person insured, provided the natural person insured is not ultimately found guilty of criminal conduct; this reimbursement to occur after acquittal of the natural person insured;
2. The costs charged by a recruiter or expended on advertising, for replacing an officer as a result of “improper acts”; and
3. The costs of restoring the named insured’s reputation and consumer confidence through image consulting.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

#### **H. Key Individual Replacement Expenses**

We will pay “key individual replacement expenses” if the Chief Executive Officer or Executive Director suffers an “injury” during the policy period which results in the loss of life during the policy period. The limit of insurance for this coverage is the lesser of \$50,000 or ten (10) times the annual premium paid for this policy. No deductible applies to this coverage.

#### **I. Kidnap Expense**

We will pay on behalf of any director or officer of the insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, “domestic partner,” parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

1. Fees and costs of independent negotiators;
2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;
3. Travel costs and accommodations incurred by the named insured;
4. Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and
5. Salary, commissions and other financial benefits paid by you to a director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:
  - a. Up to thirty (30) days after their release, if the director or officer has not yet returned to work;
  - b. Discovery of their death;
  - c. One hundred twenty (120) days after the last credible evidence following abduction that they are still alive; or
  - d. Twelve (12) months after the date of the kidnapping.

The limit of insurance for this coverage is \$50,000 each policy period for all insureds combined. No deductible applies to this coverage.

**J. Political Unrest Coverage**

We will reimburse any present director, officer, employee or volunteer of the named insured while traveling outside the United States of America for “emergency evacuation expenses” that are incurred as a result of an incident of “political unrest.” This “political unrest” must occur during the policy period. No coverage is granted for travel to countries in a state of “political unrest” at the time of departure of the travel. The limit of insurance for this coverage is \$5,000 per covered person, subject to a maximum of \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

**K. Temporary Meeting Space Reimbursement**

We will reimburse the insured for rental of meeting space which is necessitated by the temporary unavailability of the insured’s primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

**L. Terrorism Travel Reimbursement**

We will reimburse any present director or officer of the named insured in the event of a “certified act of terrorism” during the policy period which necessitates that he/she incurs “emergency travel expenses.” The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

**M. Travel Delay Reimbursement**

We will reimburse any present director or officer of the named insured for any “non-reimbursable expenses” they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier. The limit of insurance for this coverage is \$1,500 per policy period for all insureds combined. A seventy-two (72) hour waiting period deductible applies to this coverage.

**N. Workplace Violence Counseling**

We will reimburse the insured for emotional counseling expenses incurred directly as a result of a “workplace violence” incident at any of the insured’s premises during the policy period. The emotional counseling expenses incurred must have been for:

1. Your employees who were victims of, or witnesses to the “workplace violence”;
2. The spouse, “domestic partner,” parents or children of your employees who were victims of, or witnesses to the “workplace violence”; and
3. Any other person or persons who directly witnessed the “workplace violence” incident.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

**IV. DEFINITIONS**

For the purpose of this endorsement, the following definitions apply:

- A. “Certified act of terrorism” means any act so defined under the Terrorism Risk Insurance Act, and its amendments or extensions.
- B. “Communicable disease” means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire’s Disease.
- C. “Domestic partner” means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the named insured.
- D. “Emergency evacuation expenses” mean:
  1. Additional lodging expenses;
  2. Additional transportation costs;
  3. The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of “political unrest”; and
  4. Translation services, message transmittals and other communication expenses.

provided that these expenses are not otherwise reimbursable.

- E. “Emergency travel expenses” mean:



1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of a “certified act of terrorism”; and
2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a “certified act of terrorism”;

provided that these expenses are not otherwise reimbursable.

- F.** “Failed donation claim” means written notice to the insured during the policy period of:
1. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable, tangible property to the insured; or
  2. The unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable, tangible property to the insured.
- G.** “Fundraising expenses” mean deposits forfeited and other charges paid by you for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable to you.
- H.** “Identity theft” means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse or “domestic partner” thereof) of the named insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- I.** “Identity theft expenses” mean:
1. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
  2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and
  3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- J.** “Improper acts” means any actual or alleged act of:
1. Sexual abuse;
  2. Sexual intimacy;
  3. Sexual molestation; or
  4. Sexual assault;
- committed by an insured against any natural person who is not an insured. Such “improper acts” must have been committed by the insured while in his or her capacity as an insured.
- K.** “Injury” whenever used in this endorsement, other than in Section **III. A. Business Travel**,

means any physical damage to the body caused by violence, fracture or an accident.

- L.** “Key individual replacement expenses” mean the following necessary expenses:
1. Costs of advertising the employment position opening;
  2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
  3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.
- M.** “Natural catastrophe” means hurricane, tornado, earthquake or flood.
- N.** “Non-reimbursable expenses” means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:
1. Meals and lodging;
  2. Alternative transportation;
  3. Clothing and necessary toiletries; and
  4. Emergency prescription and non-prescription drug expenses.
- O.** “Political unrest” means:
1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;
  2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
  3. A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government’s ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff
- for which either an alert or travel warning has been issued by the United States Department of State.
- P.** “Principal location” means the headquarters, home office or main location where most business is substantially conducted.
- Q.** “Unforeseeable destruction” means damage resulting from a “certified act of terrorism,” fire, collision or collapse which renders all of the insured’s “principal locations” completely unusable.
- R.** “Workplace violence” means any intentional use of or threat to use deadly force by any person with intent to cause harm and that results in bodily “injury” or death of any person while on the insured’s premises.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT**

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words "we," "us" and "our" refer to the company providing this insurance.

**I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS**

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense	\$25,000
---------------------------	----------

**II. CONDITIONS****A. Applicability of Coverage**

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

**B. Limits of Liability or Limits of Insurance**

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

**C. Claim Expenses**

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

**III. ADDITIONAL COVERAGES**

**A.** We will reimburse you for "crisis management emergency response expenses" incurred because of an "incident" giving rise to a "crisis" to which this insurance applies. The amount of such reimbursement is limited as described in Section **II. CONDITIONS, B. Limits of Liability or Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

**B.** We will reimburse only those "crisis management emergency response expenses" which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the "crisis" was initiated.

#### IV. DEFINITIONS

- A. "Crisis" means the public announcement that an "incident" occurred on your premises or at an event sponsored by you.
- B. "Crisis management emergency response expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- C. "Crisis management firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- D. "Incident" means an accident or other event, including the accidental discharge of pollutants, resulting in death or serious bodily injury to three or more persons.
- E. "Serious bodily injury" means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

POLICY NUMBER: PHUB869523



A Member of the Tokio Marine Group

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

## COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY DECLARATIONS

Philadelphia Indemnity Insurance Company	20364 Hylant Group Inc. 811 Madison Avenue Toledo, OH 43604  (419) 255-1020
NAMED INSURED: Toledo School For the Arts	
MAILING ADDRESS: 333 14th St Toledo, OH 43604-5459	
POLICY PERIOD: FROM <u>07/01/2023</u> TO <u>07/01/2024</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

**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.**

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ <u>5,000,000</u>	
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>5,000,000</u>	Any one person or organization
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>5,000,000</u>	
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to Auto Liability and Products Completed Operations)	\$ <u>5,000,000</u>	

RETAINED LIMIT	
RETAINED LIMIT:	\$ <u>10,000</u>

POLICY NUMBER: PHUB869523

<b>PREMIUM</b>	
PREMIUM SUBTOTAL	\$ 5,036.00
STATE TAXES, FEES, SURCHARGES (if applicable)	Not Applicable
PREMIUM TOTAL (including Taxes, Fees, Surcharges)	\$ 5,036.00
AUDIT PERIOD:	<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY

<b>DESCRIPTION OF BUSINESS</b>	
FORM OF BUSINESS:	<u>NON PROFIT ORGANIZATION</u>
BUSINESS DESCRIPTION:	<u>Specialty School Umbrella</u>

<b>ENDORSEMENTS ATTACHED TO THIS POLICY</b>
SEE ATTACHED SCHEDULE

POLICY NUMBER: PHUB869523

<b>SCHEDULE OF UNDERLYING INSURANCE</b>	
<b>Employers' Liability</b>	
Company:	<u>Philadelphia Indemnity Insurance Company</u>
Policy Number:	<u>PHPK2569528</u>
Policy Period:	<u>07/01/2023</u> <u>07/01/2024</u>
Minimum Applicable Limits	
Bodily injury by accident	\$ <u>1,000,000</u> Each Accident
Bodily injury by disease	\$ <u>1,000,000</u> Each Employee
Bodily injury by disease	\$ <u>1,000,000</u> Policy Limit
<b>Commercial General Liability</b> <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made	
Company:	<u>Philadelphia Indemnity Insurance Company</u>
Policy Number:	<u>PHPK2569528</u>
Policy Period:	<u>07/01/2023</u> <u>07/01/2024</u>
Retroactive Date:	<u>Not Applicable</u>
Minimum Applicable Limits:	
General Aggregate	\$ <u>3,000,000</u>
Products-Completed Operations Aggregate	\$ <u>3,000,000</u>
Personal And Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence	\$ <u>1,000,000</u>
<b>Commercial Auto Liability</b>	
Company:	<u>Philadelphia Indemnity Insurance Company</u>
Policy Number:	<u>PHPK2569528</u>
Policy Period:	<u>07/01/2023</u> <u>07/01/2024</u>
Minimum Applicable Limits	
Garage Aggregate Limit For Other Than Autos (if applicable)	\$ <u>Not Applicable</u>
Each Accident	\$ <u>1,000,000</u>
<b>Professional Liability</b> <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made	
Company:	_____
Policy Number:	_____
Policy Period:	_____
Retroactive Date:	_____
Minimum Applicable Limits	
_____	\$ _____
_____	\$ _____

POLICY NUMBER: PHUB869523

<b>Employee Benefits Liability</b>		<input type="checkbox"/> Occurrence	<input checked="" type="checkbox"/> Claims-Made
Company: <u>Philadelphia Indemnity Insurance Company</u>			
Policy Number: <u>PHPK2569528</u>			
Policy Period: <u>07/01/2023</u> <u>07/01/2024</u>			
Retroactive Date: <u>07/01/2006</u>			
Minimum Applicable Limits			
<u>Each Claim</u>	\$	<u>1,000,000</u>	
<u>Aggregate</u>	\$	<u>3,000,000</u>	
<b>Abusive Conduct Liability</b>		<input checked="" type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: <u>Philadelphia Indemnity Insurance Company</u>			
Policy Number: <u>PHPK2569528</u>			
Policy Period: <u>07/01/2023</u> <u>07/01/2024</u>			
Retroactive Date: <u>Not Applicable</u>			
Minimum Applicable Limits			
<u>Each Abusive Conduct</u>	\$	<u>1,000,000</u>	
<u>Aggregate</u>	\$	<u>2,000,000</u>	
<b>Directors &amp; Officers Liability</b>		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
	\$	_____	
	\$	_____	
<b>Liquor Liability</b>		<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____			
Policy Number: _____			
Policy Period: _____			
Retroactive Date: _____			
Minimum Applicable Limits			
	\$	_____	
	\$	_____	



POLICY NUMBER: PHUB869523

<b>Watercraft Liability</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____
<b>Other Coverages Not Included in Above</b>	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
_____		
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$	_____
_____	\$	_____

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

Countersigned: 09/07/2023	By: <i>Nicholas R. Hyland</i>
(Date)	(Authorized Representative)

**IN WITNESS WHEREOF**, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



John W. Glomb, Jr.  
President & CEO



Secretary

# Philadelphia Indemnity Insurance Company

## Form Schedule – Umbrella Liability

**Policy Number:** PHUB869523

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

Form	Edition	Description
PI-CXL-002	0519	Commercial Umbrella Liability Ins Policy Declarations
PI-CXL-001	0314	Commercial Umbrella Liability Insurance Policy
PI-CXL-004	0119	Directors And Officers Liability Exclusion
PI-CXL-005	0516	Employers Liability (Stop Gap) Follow Form Endorsement
PI-CXL-021	0912	Trampoline Exclusion
PI-CXL-026	0314	Specified Underlying Claims Made Coverage Endorsement
PI-CXL-029	0516	Employee Benefits Liability Follow Form Endorsement
PI-CXL-032	0912	Fungi Or Bacteria Exclusion
PI-CXL-039	0115	Cap On Losses From Certified Acts Of Terrorism
PI-CXL-041	0516	General Liability Follow Form Endorsement
PI-CXL-047	1014	Medical Professional Liability Exclusion
PI-CXL-054	0912	Non-Owned Watercraft Amendment
PI-CXL-075	0314	Lead Liability Exclusion
PI-CXL-088	0314	Access Or Disclosure Of Confidential Info W/Exception
PI-CXL-092	0119	Automobile Liability (Sublimit)
PI-CXL-099	0116	Recording And Distribution Of Material Or Information
PI-CXL-100	0119	Absolute Cyber Liability And Electronic Exclusion
PI-CXL-105	0519	Abusive Conduct Liability Coverage Form Sublimit
PI-CXL-111	0719	Limit Of Ins Excl Clause Minimum Limit Requirement
PI-CXL-113	0118	Per Location / Per Project Agg Limit Of Ins Exclusion
PI-CXL-117	0119	Silica Or Silica-Related Dust Exclusion
PI-CXL-132	0620	Absolute Communicable Disease Exclusion
PI-CXL-133	0920	Excl-Educational Institutions Security Protection Liab
PI-CXL-137	0422	Total Exclusion - PFC/PFAS
PI-CXL-OH 1	1212	Ohio Changes - Cancellation And Nonrenewal
PI-UMTER-DN	1220	Disclosure Notice Of Terrorism Ins Cov Rejection Opt



**Regulatory Office**

Dept: Regulatory  
505 Eagleview Blvd., Suite 100  
Exton, PA 19341-1120  
(800) 688-1840

**INSURANCE COMPANY PROVIDING COVERAGE: Indian Harbor Insurance Company**

**EDUCATORS LEGAL LIABILITY AND EMPLOYMENT PRACTICES LIABILITY  
INSURANCE DECLARATIONS**

**POLICY NUMBER: ELL0953929-04 RENEWAL OF: ELL0953929-03**

**NOTICES**

**SUBJECT TO ITS TERMS, THIS POLICY PROVIDES COVERAGE FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. DEFENSE EXPENSES ARE GENERALLY PAID IN ADDITION TO THE LIMITS OF LIABILITY; EXCEPT THAT FOR SPECIFIC CLAIMS UNDER INSURING AGREEMENT A.1.b. THE APPLICABLE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY THE PAYMENT OF DEFENSE EXPENSES.**

**PLEASE READ AND REVIEW THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE BROKER.**

Item 1. NAMED INSURED:  
5 98 47 AC9 . AB

ADDRESS:  
C 4 09C  
5 98 2

Item 2. POLICY PERIOD: (a) Inception Date: \_\_\_\_\_ (b) Expiration Date: \_\_\_\_\_  
(12:01 A.M. Standard Time at the Address Stated in Item 1.)

Item 3. LIMITS OF LIABILITY:

(a) Educators Legal Liability  
\$ \_\_\_\_\_ **Company's** maximum Limit of Liability for all **Loss** from each **Claim** under **INSURING AGREEMENT A.1.a.**; or for **Loss** and **Defense Expenses** from each **Claim** under **INSURING AGREEMENT A.1.b.**

(b) Employment Practices Liability and Third Party Liability  
\$ \_\_\_\_\_ **Company's** maximum Limit of Liability for all **Loss** from each **Claim** under **INSURING AGREEMENT A.2.**

- (c) Policy Aggregate  
 \$ \_\_\_\_\_ **Company's** maximum aggregate Limit of Liability for all **Loss** from all **Claims** under **INSURING AGREEMENT A.1.a.** and **INSURING AGREEMENT A.2.**, and for all **Loss** and **Defense Expenses** from all **Claims** under **INSURING AGREEMENT A.1.b.**
  
- (d) Reimbursement of Defense Expenses  
 \$ \_\_\_\_\_ **Company's** maximum Limit of Liability for all **Defense Expenses** from each **Claim** under **INSURING AGREEMENT A.3.**
  
- (e) Reimbursement of Defense Expenses Aggregate  
 \$ \_\_\_\_\_ **Company's** maximum Limit of Liability for all **Defense Expenses** from all **Claims** under **INSURING AGREEMENT A.3.**

Item 4. RETENTIONS

- (a) \$ \_\_\_\_\_ each and every **Claim** under **INSURING AGREEMENT A.1.**
- (b) \$ \_\_\_\_\_ each and every **Claim** under **INSURING AGREEMENT A.2.**
- (c) \$ \_\_\_\_\_ each and every **Claim** under **INSURING AGREEMENT A.3**

Item 5. NOTICES REQUIRED TO BE GIVEN TO THE **COMPANY** MUST BE ADDRESSED TO:

AXA XL Claims  
 P.O. Box 211547  
 Dallas, TX 76211

Phone: 972.383.7186  
 Fax: 972.383.7177  
 Email: [proclaimnewnotices@axaxl.com](mailto:proclaimnewnotices@axaxl.com)

Item 6. POLICY PREMIUM:  
 7 99

5 6 7 A> >

Item 7. RETROACTIVE DATE: 1 9 A A. 7

---

Item 8. ENDORSEMENTS ATTACHED AT POLICY ISSUANCE: REFER TO PGU 2002 04 17

Item 9. PRODUCER NAME: Professional Governmental Underwriters, LLC  
ADDRESS: 4870 Sadler Road, Suite 102  
CITY, STATE, ZIP: Glen Allen, VA 23060

**THESE DECLARATIONS, THE POLICY FORM, ANY ENDORSEMENTS AND THE APPLICATION  
CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE INSURED RELATING TO  
THIS INSURANCE.**



\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative

## IN WITNESS

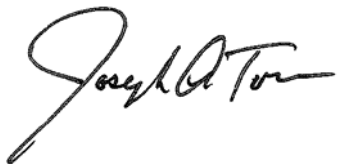
### INDIAN HARBOR INSURANCE COMPANY

REGULATORY OFFICE  
505 EAGLEVIEW BOULEVARD, SUITE 100  
DEPARTMENT: REGULATORY  
EXTON, PA 19341-1120  
PHONE: 800-688-1840

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



---

Joseph Tocco  
President



---

Toni Ann Perkins  
Secretary

## SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue.

<u>Form Number</u>	<u>Edition Date</u>	<u>Description</u>
PGU ELL 2000	2019-08-01	Educators Liability and Employment Practices Liability Declarations
IL MP 9104 0314 IHIC	2014-03-01	In Witness
PGU 2002	2017-04-01	Schedule of Policy Forms and Endorsements
PGU ELL 2001	2017-04-01	Educators Liability and Employment Practices Liability Insurance Policy
PGU 1052 (ELL)	2017-04-01	Minimum Earned
PGU ELL 1120	2017-04-01	Harassment / Bullying Coverage
PGU 1133	2022-01-01	US Professional Indemnity - Cyber Exclusion
XL-OHSOP	2010-11-01	Service of Process
PN CW 01	2022-01-01	Notice to Policyholders - Fraud Notice
PN CW 02	2019-01-01	Notice to Policyholders - Privacy Policy
PN CW 05	2019-05-01	Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OF

# **ATTACHMENT 11.6**

## **PERFORMANCE ACCOUNTABILITY FRAMEWORK**

BGSU is responsible to provide monitoring, oversight and technical assistance to the community schools it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system. It also provides the information that will be used in making rigorous and standards-based renewal, revocation and intervention decisions. At the core of these decisions, BGSU considers the well-being and interests of the students served by the community school.

This attachment includes:

- (a) The framework by which BGSU will assess the performance of the school;
- (b) The interventions and technical assistance that BGSU may utilize; and
- (c) The academic and non-academic performance goals of the school.

This Performance Framework will be utilized throughout the life cycle of the school to communicate the school's performance to staff, governing authority, and other stakeholders.

It is the mutual obligation that drives BGSU's Performance Framework- a collaborative effort with the common objective of providing Ohio students with a high quality education that prepares them for post-graduation academic and career success.

The Performance Framework is a living document, subject to continuous review and improvement.

### **A. Performance Assessment**

The Performance Assessment details several items that BGSU will review in its oversight of the School as part of its normal oversight or through a high stakes review. BGSU will conduct a high stakes review of the school upon renewal, and at least every five years, and may conduct additional reviews at any other point that BGSU deems necessary, at our discretion. If an issue arises or is discovered, BGSU will utilize targeted intervention(s) listed under section B below, including any technical assistance necessary to assist the School.

#### **Overall- Areas of Assessment**

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting and Data
- Special Education and Other Diverse Learning Needs
- Academics

#### **Mission & Vision Statements**

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming



## **Governance**

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes
- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

## **Financial or Fiscal Matters**

- Timely submission of financial documentation to Sponsor, including:
  - Making Sense out of Dollars Report
  - Current Financial Picture/Cash Position
  - Graphs for Income
  - Expenses and Development Activity
  - Statement of Activity
  - Financial Summary Report (FINSUM)
  - Cash Reconciliation
  - Budget Ledgers (with detailed transaction reports)
  - Outstanding Accounts Payable
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance
- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

---

## Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

## Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications
- Appropriate discipline administration and discipline training for staff, including restraint, seclusion and positive behavioral intervention supports

## Academic Measures

The School should be prepared to assess every measure listed below, and every component of every measure with data. This will enhance targeted assistance. Performance standards must include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017. The School understands that every year, additional measures, and components may be added. Recognizing that state-mandated assessments and ratings are subject to change, the parties reserve the right to review and reconsider performance-related metrics within the Academic Performance Framework. The measures assessed include, but are not limited to:

- **Achievement-** This measure represents whether student performance on state tests meets established thresholds and how well students performed on tests overall. Achievement includes the Performance Index, which assesses the achievement of every student and assigns points for each level of achievement. The Achievement measure also includes Performance Indicators. This is a report-only measure within the component and does not factor into the rating. The Performance Indicators report the percentage of students scoring proficient or higher on each of Ohio's State Tests disaggregated by grade level and subject. Anything that falls below the standard will require targeted assistance.
- **Progress-** This measure looks closely at the growth all students are making based on their past state test performances. The Progress Component measures the academic performance of students compared to expected growth on Ohio's State Tests. This calculation uses a "value-added" model of measuring academic growth that compares the change in achievement of a group of students to an expected amount

---

of change in achievement that is based on the students' prior achievement history. Anything that falls below the standard will require targeted assistance.

- **Gap Closing-** This component measures how well schools are meeting the performance expectations for students in English language arts, math, and graduation. It also measures how schools are doing in supporting English learners to increase language proficiency, reducing chronic absenteeism for all students, and identifying gifted students and providing gifted services. Anything that falls below the standard will require targeted assistance.
- **Chronic Absenteeism-** This indicator measures the chronic absenteeism rates of schools and districts against annual goals and the reduction of chronic absenteeism year over year. This indicator was included in the Achievement Component in the previous accountability system and report cards but is now included within the Gap Closing Component. Anything that falls below the standard will require targeted assistance.
- **Gifted Performance-** This indicator evaluates the performance of students identified as gifted with three elements: the Gifted Performance Index, Gifted Progress (Growth) and school and districts' performance with gifted identification and services provided to gifted students. This indicator was included in the Achievement Component in the previous accountability system and report cards but is now included within the Gap Closing Component. Anything that falls below the standard will require targeted assistance.
- **4- Year & 5-Year Graduation Rate-** This measures the percentage of students who successfully finish high school in four or five years. Anything below a "C" grade will require targeted assistance. Anything that falls below the standard will require targeted assistance.
- **Early Literacy-** If applicable, this component measures how reading improvement and proficiency for students in kindergarten through third grade. This component includes three different unrated measures that help provide a more complete picture of literacy achievement in schools and districts. The three measures are combined to create a single rating for the Early Literacy Component. The three measures are Proficiency in Third Grade Reading, Promotion to Fourth Grade, and Improving K-3 Literacy. Anything that falls below the standard will require targeted assistance.
- **College, Career, Workforce, and Military Readiness-** This component measures how prepared the graduating class from a district or building is to go on the postsecondary education, enter the workforce or join the armed forces. This component will not be included in the overall report card rating or rated as an individual component until the 2024-2025 school year or later. Anything that falls below the standard will require targeted assistance.

- 
- **Other Measures of Academic Success-** This may include:
    - End of Course Exams
    - Multi-Tiered System of Supports (MTSS) or Response to Intervention (RTI)
    - Discipline / Positive Behavioral Interventions & Supports (PBIS)
    - Other assessments conducted by the school (STAR, etc.)
    - Ohio Improvement Process (if applicable)
    - Assessments and interventions required by Third Grade Reading Guarantee (if applicable)
    - Incorporation of Common Core analytic understanding into Ohio's New Learning Standards
    - Mission-specific performance measures of academic success
    - Special Education Program
    - Comparison of student performance data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
    - Post-secondary readiness , if applicable

### **Non-Academic Measures**

The purpose of the non-academic framework is to establish and communicate the compliance-related standards by which BGSU will monitor and evaluate the School. Non-Academic measures include, but are not limited to:

- Mission and Vision Statements
- Student Discipline
- School Governance Performance
- Organizational and Operational Performance
- Legal Compliance
- Financial Performance and Sustainability

## **B. Technical Assistance, Interventions and Statutory Consequences**

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that BGSU may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. BGSU will make attempts to both streamline and customize interventions based on the School's operational structure and mission. The interventions may occur as part of a Corrective Action Plan or independently.

Many of the interventions listed below require BGSU to provide technical assistance. BGSU has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies. All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies, or cures imposed by Sponsor may be, but are not limited to the following:

---

### **Mission and Vision Statements Interventions:**

- BGSU technical assistance in reaching the mission of the school and to assess the ability of the school to realize its mission, which may include aspects of culture, parent satisfaction, or other visions stated but the school in its contracts, curriculum, or programming.
- BGSU assessment of leadership with the Board administration and mutual plan to correct weakness meeting the mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at school's cost
- Leadership training in area of desired goals, why they are not being reached, or how to reach them effectively, at school's cost
- Other tailored interventions based on the specific circumstances

### **Governance Interventions:**

- BGSU technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by BGSU
- Recommendations of BGSU to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulations, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adheres to guidance, as to roles and responsibilities
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to BGSU, at school's cost
- Other tailored interventions based on specific circumstances

### **Fiscal or Financial Matters Interventions:**

- BGSU technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt-to-asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment variances and withdrawal frequencies, requirement of minimum unrestricted cash and increased transparency enhancements for analytical purposes
- Compliance plans for recurring or material findings
- Contingency plans addressing potential shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified treasurer consultant, at school's cost
- Independent training, at school's cost
- Other tailored interventions based on the specific circumstances

### **Special Education or Other Diverse Learning Needs Interventions:**

- BGSU technical assistance, including but not limited to BGSU audit of files
- Legal review of practices and procedures targeted to issues discovered, at school's cost
- State audit of files and State training, at school's cost (if any cost required)

- 
- Training, at school's cost
  - Independent audit, at school's cost
  - Other tailored interventions based on specific circumstances

### **Academic Interventions:**

- BGSU technical assistance
- Targeted assistance by BGSU as defined below
- Face-to-face meetings and increased reporting to BGSU on progress
- Checklists, plans to cure, periodic data reporting
- Revisions to One Needs Assessment (ONA) and One Plan (OP)
- Required academics or professional assistance
- Parent engagement to support students in academics, attendance and curriculum
- Curriculum Mapping
- Study of Ohio's New Learning Standards and/or the Next Generation of Assessments in Ohio
- OTES 2.0 OPES 2.0, OSCES or professionally drafted evaluations of staff, approved by BGSU
- Required training on the Ohio report card indicators or components
- Targeted coaching, at school's cost
- Targeted tutoring before or after school and/or weekends, at the school's cost

### **Targeted Academic Interventions and Assistance**

Designation on the Ohio Local Report Card of a D or F in any measure, a drop of more than one grade level in any component or measure, or designation of "Does Not Meet Standards" for a dropout presentation and recovery school will trigger a targeted intervention for a School. BGSU may also require targeted intervention for any academic contract goal not met, as delineated in the Performance Framework attachment of the school contract.

The first step of that intervention will be the school's submission of all data which make up the measure, or components of the measure, and analysis as to which components have cause the grade of D or F. Reports on academic data for all measures and components of the Ohio Local Report Card will be required and submitted to BGSU within thirty days of receipt or failure to meet an academic contract goal. The School must list each component with all proof of accurate data to support it.

Also BGSU and the school's executive director or administrator(s) will work together to develop a Corrective Action Plan (CAP), which must be finalized within thirty (30) days of receipt of relevant data. The CAP must be reviewed by the School's Governing Authority prior to finalization.

All academic interventions will require a thorough understanding of weakness, based on data and tools recommended by BGSU, a thorough understanding of which measure and which component within a measure the weakness occurs, and the targeted plan to cure the particular weaknesses, whether it be Graduation Rate, K-3 Literacy Improvement, College, Career, Workforce, and Military Readiness, Achievement, Progress or Gap Closing, or any other measure now assessed or required to be assessed in the future.

Each plan to cure the weakness will require monthly reporting to BGSU with a narrative as to how the plan is achieving progress. If the plan shows lack of progress, after two months of data, the plan will be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

---

## **Non-Academic Contract Goal and Other Contract Violation Intervention and Assistance**

BGSU will assess the School's progress toward meeting its non-academic contract goals, as delineated in the Performance Framework, as part of its annual evaluation and report to the School. If the School has failed to meet or is not on track toward meeting any of these contract goals, or if BGSU has identified any additional material weaknesses, BGSU will notify the School's Chief Administrative Officer/Director, Governing Authority President, and Operator, if applicable.

BGSU will also provide notification to the School's Chief Administrative Officer/Director, Governing Authority President, and Operator, if applicable, for all material contract violations or other violations of federal or state law, rules, or regulations, within ten (10) business days of actual knowledge of such a violation.

The School must cure the identified violation or weakness within thirty (30) days, or within a reasonable timeframe agreed upon with BGSU, depending on the nature of the circumstances. If the School has not presented adequate evidence of having cured the violation within this timeframe, BGSU will work with the School's Chief Administrative Officer or his/her designee to develop a CAP, which must be finalized within thirty (30) days. The CAP must be reviewed by the School's Governing Authority prior to finalization.

Once the CAP is finalized, the School must report to BGSU on a monthly basis with a narrative as to how the plan is achieving progress and any relevant data, if applicable. Should the School fail to make adequate or appropriate progress, the plan may be re-evaluated and changed, with either additional interventions or supplements to the existing interventions. Such progress reports must also be submitted to the School's Governing Authority.

### **Comments on Statutory Consequences**

**Notice:** These samples in no way restrict BGSU from other action, but are merely examples for the school.

Probation may be used for any cause allowed by the code, including, but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or BGSU for two or more times per year, or for over five business days
- Lack of compliance with laws or the contract
- Lack of progress on academics
- Any fiscal matters or any level of risk as determined by BGSU
- Governance, administrative, or minor financial issues that can be adequately corrected by a plan to cure acceptable to BGSU
- Potential or actual ethics or conflict violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent lack of progress on academics
- Money owed to the state or its agencies, vendors, or BGSU that is delinquent, overextended, or may render insolvency
- Inability to make payroll
- Undisclosed debt or obligations

- 
- Lack of accuracy in, misrepresentation of, cheating or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
  - Other matters of non-compliance, the magnitude or risk of which may be assessed by BGSU as good cause or allowed by the code
  - Uncorrected or actual ethics or conflict violations
  - Inability or lack of progress to meet the terms of the contract, laws, rules, regulations, requirements, or reasonable request of BGSU geared to correct deficiencies

Permanent closure may occur by statute. The requirements for automatic closure are different for general curriculum schools, drop-out recovery schools and schools in which a majority of the enrolled students are children with disabilities receiving special education and related services. Each school must know the current statutory requirements for automatic closure law.

Permanent closure may also occur by BGSU action, such as a school not being renewed for academic or fiscal reasons.

Closure may also occur by the Health Department or by the Department of Education and Workforce (DEW) under certain circumstances. Please ask for legal advice so you know under what circumstances your school may be closed. At the time, the statutes and various types of testing and reporting change regularly. With that being said, it is necessary to research the details and consult with legal counsel.

### **C. School-Specific Performance Goals and Measures**

This section of Attachment 11.6 provides the academic, financial, and organizational/operational goals and performance measures by which BGSU will evaluate the School. Goals must be clear, specific, targeted, measurable, and rigorous. The goals must include a level or rate of increase, and they must include subgroup targets. The School recognizes that these goals may be revised if the make-up of the School (grades served, etc.) significantly changes or if the standards by which the School is evaluated by the State change. Schools should include specific annual and over-the-contract-term metrics and targets for each measure.

BGSU will review the School's progress toward performance goals during site visits and through data submission on a periodic basis throughout the school year. From time to time, BGSU may request evidence or other documentation showing progress or efforts toward attaining contract goals. If progress is not evident or if it is insufficient, BGSU may, at its discretion, require additional targeted assistance or intervention. If a particular goal is no longer applicable or realistic, BGSU may request that the School submit revised goals by which the School will be evaluated in renewal or termination decisions. The School agrees to submit such revised goals no later than three weeks after BGSU's request.



**Performance Accountability Framework  
Attachment 11.6**

<b>School Name</b>	Toledo School for the Arts
<b>School IRN</b>	133942
<b>Building Director</b>	Rob Koenig
<b>Building Principal</b>	Letha Ferguson
<b>Board President</b>	Olivia Summons
<b>Contract Term Dates</b>	July 1, 2019 - June 30, 2024
<b>School Mission</b>	Toledo School for the Arts serves as an inclusive community where learning is rigorous, creativity is cultivated, and the individual is celebrated.

## Section I- Performance on the State Report Card Component

Bowling Green State University (BGSU) will use data reported by the Ohio School Report Card to analyze school performance on state-mandated assessments. All applicable measures and indicators of student performance on the report card will receive a rating based on performance. To successfully meet the target for measure and indicator, the school must be rated **Meets Standards** or higher.

School Academic Performance on the Traditional Ohio School Report Card				
Academic Indicators	Exceeds Standard (6 points)	Meets Standard (4 points)	Approaches Standard (2 Points)	Falls Below Standard (0 points)
Overall Rating	4 - 5 Stars	3 – 3.5 Stars	2 – 2.5 Stars	1 – 1.5 Stars
Achievement Component	4 - 5 Stars	3 – 3.5 Stars	2 – 2.5 Stars	1 – 1.5 Stars
Performance Index	≥80% of maximum score	≥70% but < 80% of maximum score	≥50% but < 70% of maximum score	< 50% of maximum score
Progress Component	4 - 5 Stars	3 – 3.5 Stars	2 – 2.5 Stars	1 – 1.5 Stars
Gap Closing Component	4 - 5 Stars	3 – 3.5 Stars	2 – 2.5 Stars	1 – 1.5 Stars
Chronic Absenteeism		Met		Not Met
Gifted Performance	N/A	N/A	N/A	N/A
Graduation Component	4 - 5 Stars	3 – 3.5 Stars	2 – 2.5 Stars	1 – 1.5 Stars
4-Year Graduation Rate	≥93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
5-Year Graduation. Rate	≥ 93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
Early Literacy Component	NA	NA	NA	NA
Proficiency in 3 <sup>rd</sup> Grade	NA	NA	NA	NA
Promotion to 4 <sup>th</sup> Grade	NA	NA	NA	NA
Improving K-3 Literacy	NA	NA	NA	NA
College, Career, Workforce, and Military Readiness		Not reported until 2024–2025		
PBIS		Yes		No
Performance Index vs. Similarly Situated Local Schools	Exceeds performance index average gathered from two (2) similar schools in the local market	Meets performance index average gathered from two (2) similar schools in the local market	Meets performance index gathered from one (1) similar school in the local market	Falls below performance index gathered from two (2) similar schools in the local market
Maritime Academy:	Start High School:			

## Section II- Academic Achievement Targets & Metrics Component

Bowling Green State University will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of **Exceeds, Meets, Approaches, or Falls Below the Standard** based on performance. All locally administered norm-referenced assessments must be on the Ohio Department of Education approved vendor list.

School Academic Achievement Targets & Metrics						
Measure Domain	Assessment	Grades	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Achievement	Schools locally administered norm-referenced assessment Reading/ELA (STAR)	6 <sup>th</sup> -8 <sup>th</sup>	50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Schools locally administered norm-referenced assessment Math (STAR)	6 <sup>th</sup> -8 <sup>th</sup>	50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Algebra I EOC pass rates	9 <sup>th</sup> -12 <sup>th</sup>	70-100% of students pass EOC exam in Algebra I	50-69% of students pass EOC exam in Algebra I	40-49% of students pass EOC exam in Algebra I	< 40% of students pass EOC exam in Algebra I
Achievement	American US Government EOC pass rates	9 <sup>th</sup> -12 <sup>th</sup>	70-100% of students pass EOC exam in American US Government	50-69% of students pass EOC exam in American US Government	40-49% of students pass EOC exam in American US Government	< 40% of students pass EOC exam in American US Government
Achievement	American US History EOC pass rates	9 <sup>th</sup> -12 <sup>th</sup>	70-100% of students pass EOC exam in American US History	50-69% of students pass EOC exam in American US History	40-49% of students pass EOC exam in American US History	< 40% of students pass EOC exam in American US History
Achievement	Biology EOC pass rates	9 <sup>th</sup> -12 <sup>th</sup>	70-100% of students pass EOC exam in Biology	50-69% of students pass EOC exam in Biology	40-49% of students pass EOC exam in Biology	< 40% of students pass EOC exam in Biology
Achievement	English Language Arts II EOC pass rates	9 <sup>th</sup> -12 <sup>th</sup>	70-100% of students pass EOC exam in ELA II	50-69% of students pass EOC exam in ELA II	40-49% of students pass EOC exam in ELA II	< 40% of students pass EOC exam in ELA II
Achievement	Geometry EOC pass rates	9 <sup>th</sup> -12 <sup>th</sup>	70-100% of students pass EOC exam in Geometry	50-69% of students pass EOC exam in Geometry	40-49% of students pass EOC exam in Geometry	< 40% of students pass EOC exam in Geometry

Achievement	Credit Earning Rate	9 <sup>th</sup> -12 <sup>th</sup>	The average credit earning rate for HS students is 90-100%	The average credit earning rate for HS students is 80-89%	The average credit earning rate for HS students is 60-79%	The average credit earning rate for HS students is below 60%
-------------	---------------------	-----------------------------------	--	---	---	--

### Section III- Academic Growth Component

Bowling Green State University will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of **Exceeds, Meets, Approaches, or Falls Below the Standard** based on performance. All locally administered norm-referenced assessments must be on the Ohio Department of Education approved vendor list.

School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Locally Administered Norm-Referenced Assessment:		STAR Reading					
Growth	Schools locally administered norm-referenced assessment Reading	6 <sup>th</sup> -8 <sup>th</sup>	Students grow 1.0 or more in grade equivalency from the beginning of year to end of year administration	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		STAR Math					
Growth	Schools locally administered norm-referenced assessment Math	6 <sup>th</sup> -8 <sup>th</sup>	Students grow 1.0 or more in grade equivalency from the beginning of year to end of year administration	80-100%	50-79%	40-49%	< 40%
Identified Subgroup	Black Students	Identified Subject	6 <sup>th</sup> Grade Math	Locally Administered Norm-Referenced Assessment			STAR
Growth	Schools locally administered norm-referenced assessment Subgroup	6 <sup>th</sup> -8 <sup>th</sup>	Students grow 1.0 or more in grade equivalency from the beginning of year to end of year administration in Reading/ELA or Math	80-100%	50-79%	40-49%	< 40%

## Section IV- Performance on Other Fiscal, Governance, Organizational, and Operational Components

Bowling Green State University will use data reported by the school to analyze the performance of the non-academic organizational, operational, compliance, and fiscal goals. All goals will receive a rating of **Exceeds, Meets, Approaches, or Falls Below the Standard** based on performance. Schools must complete the **Mission-Specific** goal section.

School Fiscal Performance Targets and Metrics				
Measure Domain	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Unrestricted Days of Cash	School has 60 days cash available	School has between 30- and 60-days cash available	School has between 15- and 30-days cash available	School has < 15 days cash available
Current-year Enrollment Variance	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90–95% of budgeted enrollment in most recent year	Actual enrollment is 80–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Debt Management	School carries no debt	School meets all debt requirements and is not delinquent on payments	Schools has missed payments	School is in default on any debt service
Total Expense Variance	School expenses are less than 95% of projected	School expenses are between 95-100% of projected	School expenses are between 100-110% of projected	School expenses are more than 110% of projected
Sponsor Financial Reporting	All reports submitted by deadline	No more than two (2) reports or responses submitted no more than five (5) days late	Between three (3) to four (4) reports submitted no more than five (5) days late	More than four (4) reports submitted late or more than five (5) days late
Audit Findings	School's most recent audit contains zero (0) findings AND zero (0) management letter comments	School's most recent audit contains zero (0) findings and no more than two (2) management letter comments	School's most recent audit contains zero (0) findings and between two (2) to five (5) management letter comments	School's most recent audit contains any findings and/or five (5) or more management letter comments
Enrollment Sustainment	Final FTE is >95% of beginning FTE	Final FTE is between 90% and 95% of beginning FTE	Final FTE is between 85% and 90% of beginning FTE	Final FTE is <85% of beginning FTE
Sustainability	The % of eligible students remaining enrolled from one year to the next (October to October) will be at least 90%	The % of eligible students remaining enrolled from one year to the next (October to October) will be 80-89%	The % of eligible students remaining enrolled from one year to the next (October to October) will be at least 70-79%	The % of eligible students remaining enrolled from one year to the next (October to October) below 70%

## School Governance Performance Targets and Metrics

Measure Domain	Assessment	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
School Governance	Board Engagement	100% of board members attend two (2) or more school visits or school-sponsored events	100% of board members attend at least one (1) school visit or school-sponsored event	At least one board member attends at least one (1) school visit or school-sponsored event	Zero (0) board members attend a school visit or school-sponsored event
School Governance	Required Number of Regular Board Meetings		Six (6) or more Meetings held per year	Five (5) meetings held per year	Four (4) or fewer meetings held per year
School Governance	Required Number of Board Members		Five (5) or more sponsor approved board members for all meetings		Fewer than five (5) sponsor approved board members for one (1) or more meetings
School Governance	Required Board Documents		All board members have a current BCI/FBI criminal background check and COI Disclosure on file with the sponsor <b>prior</b> to expiration.	All board members have a current BCI/FBI criminal background check and COI Disclosure on file with the sponsor, <b>but not prior</b> to expiration.	All board members do <b>NOT</b> have a current BCI/FBI criminal background check and COI Disclosure on file with the sponsor prior to expiration.
School Governance	Proper Meeting Notice		Timely public notice for all meetings, reschedules, and cancellations	Timely public notice not provided for one (1) meeting, reschedule, or cancellation	Timely public notice not provided for two (2) or more meetings, reschedules, or cancellations
School Governance	Required Board Member Training		Completion of Open Meetings and Public Records for 100% of board members	Completion of Open Meetings and Public Records for 80-99% of board members	Completion of Open Meetings and Public Records for less than 80% of board members

School Governance	Board Member Attendance	Overall member attendance is >90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-79%	Overall member attendance is <70%
-------------------	-------------------------	-----------------------------------	---	---	-----------------------------------

## Performance Accountability Framework Attachment 11.6 – Measurable SMART Goal

Each school will write their own Mission-Specific goal in Section IV. This goal must reflect the stated mission of the school and how the school addresses and reinforces the mission over the course of the academic year. The goal must illustrate how the school uses data to measure its progress towards improved outcomes for students.

For example, if a school's mission statement pertains to character education, the school may choose to write a goal that demonstrates in a measurable way how their work towards the mission impacts student data such as improving attendance, student discipline data, academic achievement, involvement in community service activities, student honors and awards, etc.

Compliance/Organizational/Operational Performance Targets and Metrics					
Measure Domain	Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Legal Compliance	On-time Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Accuracy of Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Five-Year Forecast Submission		November & May forecasts approved and submitted on-time	November & May forecasts approved and submitted 1-15 days after deadline	November & May forecasts approved and submitted 16 or more days after deadline
Legal Compliance	Annual Budget		Annual Budget approved and submitted on-time	Annual Budget approved and submitted 1-15 days after deadline	Annual Budget approved and submitted 16 or more days after deadline

Legal Compliance	Annual Report		School Annual Report submitted AND made available to parents by the due date		School Annual Report <b>not</b> submitted OR not made available to parents by the due date
Legal Compliance	Emergency Management Plan		Emergency management plan approved and current		Emergency management plan <b>not</b> submitted on time, approved or expired
Student Discipline 6-8	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS has decreased by 50% or more from the previous school year.	OSS has decreased from the previous school year.	OSS remains the same from the previous school year.	OSS increased from the previous school year.
Student Discipline 9-12	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year.	OSS is decreased from the previous school year.	OSS remains the same from the previous school year.	OSS increased from the previous school year.
Mission Specific	At least 75% of TSA students will meet the statewide proficient score on the Business of Arts and Communications WebXam.	School shows evidence of exceeding mission-specific contract SMART goal	School shows evidence of meeting mission-specific contract SMART goal	School shows evidence of meeting some, but not all, of its mission-specific contract SMART goal	Evidence of meeting mission-specific SMART goals is not provided, or school is not meeting the goal