

AMENDED AND RESTATED CONTRACT
FOR
OHIO COMMUNITY SCHOOL

This **CONTRACT** is entered into by and between the **Educational Service Center of Lake Erie West** (ESCLEW or Sponsor) and the Heir Force Community School (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, ESCLEW is an authorized sponsor under R.C. Chapter 3314; and

WHEREAS, the Governing Authority and the ESCLEW wishes 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 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 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 to 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 Intentionally left blank.
- 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 Ohio Department of Education (ODE) or the Sponsor and shall be reported on an annual basis to the ODE 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 (10) 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 be obligated to give legal advice to the School;
 - (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;
 - (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; and
 - (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.

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 (5) Directors (members). All Governing Authority members must be preapproved by Sponsor. 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 a BCI 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, 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 of Governing Authority Members.** Members new to the School's Board must complete a minimum of five (5) hours of Board training, at least two (2) hours of which are on public records and open meetings law, within three (3) months of being elected or appointed to the Board. Existing Governing Authority members are required to attend board training, which must include training on public records and open meetings laws, for a minimum of two (2) hours on an annual basis to remain current in their responsibilities and obligations. Trainings must be approved by the Sponsor.
- 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 be copied with all agenda, packets, handouts, and minutes of all meetings of the Governing Authority or 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 _____ (**Principal, Superintendent, Head of School, Chief Administrative Officer**). 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 if 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 Governing Authority.

- Monthly site visits and file and contract reviews, and at all other times as determined necessary by the Sponsor, followed by a written report to the Governing Authority.
- High stakes review, upon renewal or at least every five years, whichever comes first, and as determined necessary by the Sponsor.
- Other appropriate requests for information from the Sponsor, the ODE, 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.
- 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 ODE 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, in the Sponsor’s sole opinion and subject to Ohio Open Meetings law, to appoint a new Board of Directors for cause, for abandonment of duties, or for 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. In order to effectuate this provision, the Code of Regulations of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors, if the Sponsor deems necessary at its discretion.

- 2.7 **General Training.** The Chief Administrative Officer, or appropriate representative, shall participate regularly in training provided by the Sponsor and by the ODE, or by the approved or affiliated organization of any of the preceding entities. The Chief Administrative Officer, 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 reasonable technical assistance and training to the School and its staff at such times and to the extent that the Sponsor deems appropriate or as required by law. The Governing Authority or its administrators have an obligation to attend training and receive technical assistance at the direction of the Sponsor.

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 take steps to require the School to correct any issues related to an operator of the School and its administration, including disciplinary measures against the School. 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, another operator is advisable or necessary, the Sponsor may request 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** and all other required procedures, including any ODE Closing Procedure Guidance at the pertinent time, even if listed as requirements of the Sponsor. The Governing Authority and the licensed School Treasurer shall stay in their positions until the closing of the School and the final audit is completed.
- 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, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.801 (unless the School is an internet- or computer-based school), 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52 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. 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.

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**.

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. The Sponsor, however, shall not be required to take any action under R.C. 3302.04(F).

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 ODE, 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 ODE 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.

- 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.
- 4.3 **In-Service Training.** Each person employed to work in the School as a nurse, teacher, counselor, school psychologist, or administrator shall complete a minimum of four (4) hours of in-service training at least once every two (2) years. In-service training shall include training on the School’s harassment, intimidation and bullying policy; child abuse prevention and intervention; school safety and violence prevention; dating violence prevention; substance abuse prevention; the promotion of positive youth development; and youth suicide awareness and prevention.

ARTICLE V

Facilities

- 5.1 **Location of Facilities.** The facility to be used for the primary location of the School will be maintained at **150 West Grand Avenue, Lima, Ohio 45801**. If the School has a second facility

located at **2000 North Cole Street, Lima, Ohio 45801**. The School may not open any additional facility without the prior written approval of Sponsor, completion of all required opening assurances, and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities. All facilities 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 or 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 ODE. All school facilities will be maintained in a clean, healthy manner to the satisfaction of the Sponsor and/or as indicated by proper authorities.

After fulfilling any required opening assurances, any changes in permits, inspections, and/or certificates must be filed with the Sponsor within five (5) business days from the date of receipt. 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 of a new facility, 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 K through 8. 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 nonrenewal, suspension, or termination 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 five (5) business days 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 educational 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). ESCLEW specifically authorizes "learning opportunities" to include educational opportunities provided by the School during suspension of the School's students, 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.

If the School operates as an internet- or computer-based community school, the School shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. All necessary filtering devices or software shall be provided to students at no cost to the student. The Sponsor will provide a representative within fifty (50) miles of the internet- or computer-based school's central base of operations to provide monitoring and technical assistance. **Attachment 6.3** shall detail the filtering devices and procedures used by the School to visit with students.

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 ODE, 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 adopt a policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed and the due process related thereto. The School must also maintain a policy for the discipline, suspension, and expulsion of disabled students and a policy for Positive Behavioral Interventions and Supports/Restraint and Seclusion. All such policies are included in **Attachment 6.7**.
- 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.
- 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 the ODE closing procedures listed in **Attachment 3.4** and indemnifies, shall defend, and hold harmless the Sponsor for all performance thereof.
- 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 Ohio Department of Education 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 Policy.** 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) 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.

(d) The School shall adopt a policy regarding the enrollment 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**.

(e) The School shall adopt a policy regarding the verification of a student's residence and address 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 ODE, 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.** Not later than October 30 of each year, the Governing Authority shall submit to the Sponsor, the parents of all students enrolled in the School, and any other statutorily required parties, its financial status and the annual report of its activities and progress in meeting the goals and standards of this Contract.

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;

(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) 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;

- (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 with responsibility for fiscal operations or authorization to spend money on behalf of 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 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 ODE, including but not limited to those listed on **Attachment 7.2**.

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.

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 3319.31 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 **25 to 1**, unless otherwise agreed to in writing between Sponsor and School. The School may also employ necessary non-teaching employees.

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 shall meet the "highly qualified" standards as and to the extent applicable. 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.

- 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&I/FBI fingerprint and background check information) of teachers, staff, or 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.

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 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 ODE. 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.

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.

Cancellation of the bond or cancellation or lapse in insurance coverage maybe grounds for suspension or termination of the School.

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.
- 9.7 **Payment to Sponsor for Monitoring, Oversight, and Technical Assistance.** For and in consideration of two and a half percent (2.5%) 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 monthly automatic transfer to the general fund of the Sponsor, and the School agrees to sign documentation necessary to accomplish the same. The word "received" means the acceptance by the Sponsor 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, 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.

At the inception of this Amended and Restated Contract, the oversight fee will be set at or remain at 2.5% as described above. The Sponsor reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than a half percent (0.5%) each increase, at any rolling 18-month interval during the term of this Contract, provided the total oversight fee shall never exceed statutory limits (currently 3%).

However,

1. It shall not be mandatory for the Sponsor to raise any oversight fee;
2. Nothing shall prohibit the Sponsor from raising the oversight fee to any increment below 0.5% of the last fee amount, and
3. The School may exercise an option to waive any increase, once during the first 35-month period of this Contract only, as measured from the proposed effective date of the last Sponsor-requested raise in fee if:
 - a. the School's enrollment at the time of the notice of increase is a thousand (1,000) students or more on the most recent past month's CSADM report; or
 - b. All of the following are true: (i) the School's most recently officially released academic Ohio Report Card Rating is an overall B or higher; (ii) there are no findings in the School's last officially released annual state audit; and (iii) no special education, FTE, federal grant,

or lunch audit findings, and no special audits or other administrative audits then being conducted.

4. Should the laws, rules, or regulations change to increase oversight fees or regulate how or from whom they are paid or otherwise, this Contract shall be amended to comply with such laws at the Sponsor's written request and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor's written request.

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 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. 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 insurance coverage must be occurrence coverage, rather than claims made coverage. 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, 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, Superintendent, 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 to Sponsor;
- (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 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 under the law, and all agreements delivered in any way connected herewith, on the part of the School, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, their heirs or representatives, the Governing Authority, or to third parties in any way related to the School or its operations or in any way related to closure, termination, or suspension of the School;
- (f) Any audit finding based on failure of the School to accurately report enrollment, attendance, participation in learning opportunities or inaccurate EMIS submissions; and,
- (f) Any 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 survives the termination, suspension, expiration, or non-renewal of this Contract.

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 members, Superintendent, 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 School, with full authority to bind the School. 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 **General 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 the ESCLEW Governing Board, the ESCLEW Governing Board President, Superintendent, or Community Schools Center Director, or other Sponsor agent authorized by the ESCLEW Governing Board.
 - (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 ODE 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(D) and 3314.08(G)(2), as well as 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 ODE 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 ODE 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, governing board, 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, and the School hereby indemnifies, defends, and shall hold the Sponsor harmless from all such actions.
- 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 **three (3) year(s)**, effective as of or commencing on July 1, 2020 and ending on June 30, 2023. 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**.

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. 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.

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; and

viii. 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 therefore. 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, which may include termination criteria established by the Sponsor in its Sponsor Termination Policy. 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.

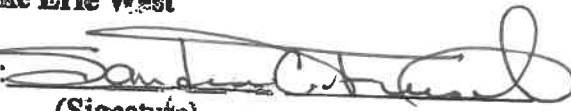
- 11.11 **Good Faith Deposit.** Immediately upon any Notice of Intent to Suspend, any notice of closure or suspension from any governmental or administrative agency, or upon a vote of closure by the School, the School must submit to Sponsor a good faith deposit of fifteen thousand dollars (\$15,000), 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. See also Sponsor's Supplemental Closing Procedures in **Attachment 3.4.**

- 11.12 **Failure to Open/Permanent Closure.** If the School fails to open before September 30th 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 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 specific provision hereof: This Contract shall not inure to the benefit of anyone other than as provided for in the immediately preceding sentence and no third person or party shall have any rights hereunder, whether by agency or as a third party beneficiary or otherwise.
- The School shall notify the Sponsor of any impending merger at least sixty (60) days prior to the effective date of the merger. In the event of a merger, this Contract shall not be assigned to the sponsor of any surviving entity.
- 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 Superintendent, 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 ODE.
- 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 and attached to this Contract. Notifications required by this Contract shall not be considered changes or modifications of this Contract.

The Sponsor has an obligation to update this Contract periodically due to changes in statutes, case law, rules or procedures, Ohio's accountability system, Sponsor Performance Review requirements, or governmental mandates, and the School agrees to modify the Contract at any time 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.

**Educational Service Center of
Lake Erie West**

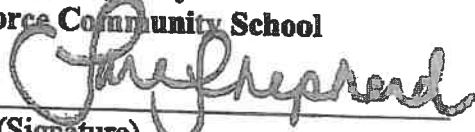
By: 
(Signature)

Its: Superintendent

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

Date: 6/29/20

**Governing Authority of
Heir Force Community School**

By: 
(Signature)

Its: President

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

Date: 6-18-2020

ATTACHMENT 1.4 GOVERNANCE PLAN

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

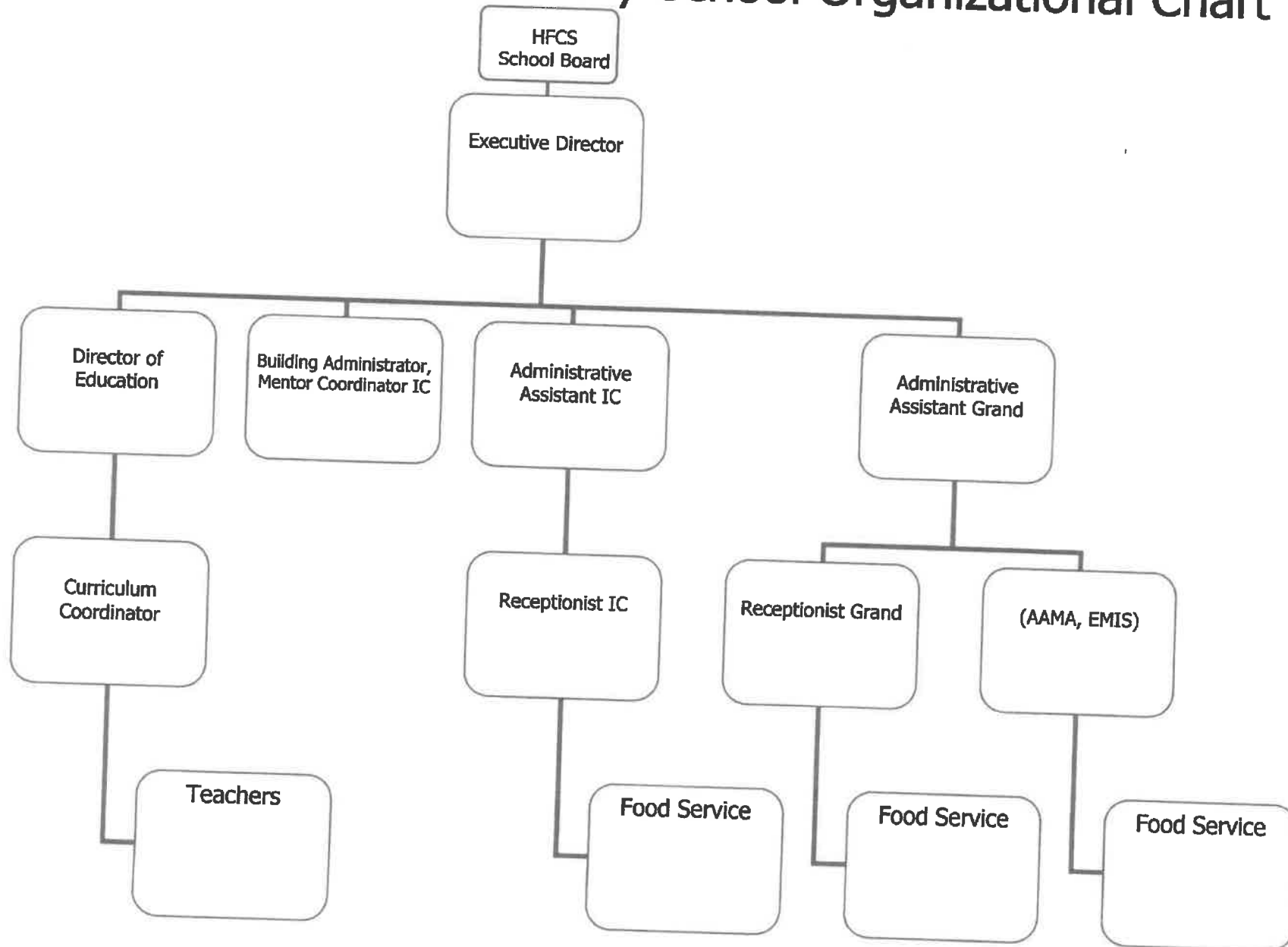
NOTE: The Code of Regulations must include the process by which members of the Governing Authority are selected or removed.

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.

Vision Statement

We believe public education can work, all children can learn and the state of education can turn around. Students need academically discerning teachers who are able to create a lesson plan to fit the learning styles of each student. The results our school has achieved in standardized tests, due to our ability centered instruction, for the past three years has and will continue to get the attention of parents and educators alike. We believe the grade level goals in traditional public schools are too low. We have and will continue to form our grade level goals based on the next higher grade level for traditional public schools. If we do our job and continue to meet our goals, we will be called upon by school districts all over the state to help improve and achieve academic excellence.

Heir Force Community School Organizational Chart



GENERAL GOVERNANCE

Orientation

The Board believes that the preparation of each Board member for the performance of Board duties is essential to the effectiveness of the Board's functioning. The Board shall encourage each new Board member to understand the functions of the Board, acquire knowledge of matters related to the operation of the School, and learn Board procedures.

Accordingly, each new Board member, at a minimum, shall receive for use during his/her term on the Board:

- A. a copy of the Ohio Open Meetings Law (R.C. 121.22);
- B. a copy of these Governance Policies;
- C. a copy of the current Contract with the School's Sponsor;
- D. the current budget statement and related fiscal materials;
- E. a copy of the contract with a Management Company, if any;
- F. mandatory five (5) hour governance training as required by the Sponsor.

Each new Board member shall be entitled to meet at the new member's request, with the Board President and any other one (1) Board member to discuss the School, Board functions, policies and procedures.

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Compensation/Reimbursement

The following guidelines have been established by the Board to ensure appropriate and proper reimbursement of expenses for Board members.

Expenses will be reimbursed only for activities authorized by the Board at a rate determined by the Board.

When attending a Board-approved conference, fees, parking, mileage, meals, and housing which are reasonable can be submitted for approval.

No entertainment expenses or purchases of alcoholic beverages are reimbursable.

A voucher detailing the amount and nature of each expense must be submitted to the Board for approval within ten (10) days after the expenses have been incurred.

The Board hereby approves _____ does not approve _____ [check one] compensation of no more than \$125 per meeting attended, for each Board member. No Board member shall be compensated more than a total amount of \$5,000.00 per year for all governing authorities upon which the individual serves.

The Board hereby approves _____ does not approve _____ [check one] compensation for attendance at an approved training program provided the compensation does not exceed \$60.00 a day for attendance at a training program three hours or less, or \$125.00 a day for attendance at a training program longer than three hours in length.

No compensation, other than the reasonable expenses described above, shall be paid to Board members unless approved beforehand by the Board.

R.C. 3314.02(E)(4)

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R.C. 3314.02(E)(4)

Meetings / Executive Sessions

Meetings of the Board shall be open to the public.

The Board hereby establishes a reasonable method whereby any person may determine the time and place of all regularly scheduled public School Board meetings and the time, place, and purpose of all special meetings of the Board. The Board shall not hold a regular or special meeting unless it gives the required advance notice to the news media and to those persons or entities that have requested notification, except in the event of an emergency requiring immediate official action. In the event of an emergency, the member or members calling the meeting shall immediately notify the customary news media and those persons or entities that have requested notification of the time, place, and purpose of the meeting.

Board shall post, put on its website (if applicable) and send to a local newspaper of general circulation, its pre-scheduled regular meetings for each school year. All other meetings of the Board shall be special meetings or emergency meetings, unless such meetings are continued from a regular meeting. Special meetings shall be posted and sent to a local newspaper of general circulation at least 24 hours in advance of the meeting time.

There are times when the Board may need to meet privately during a regular or special meeting for the purpose of clarification. When the need arises, there should be no hesitation to announce that an executive session will be held and that it is to be a closed session.

An executive session may be held to consider:

- A. the appointment, dismissal, discipline, promotion, or compensation of an employee or the investigation of charges against an employee or student unless the employee or student requests a public hearing;
- B. the purchase of property for public purposes or the sale at competitive biddings, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is averse to the general public interest, so long as an executive session is not used to provide covert information to prospective buyers or sellers;
- C. disputes which are the subject of pending or imminent court action in conference with an attorney;

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

DEPARTMENT OF THE TREASURY

Date: **OCT 18 2006**

HEIR FORCE COMMUNITY SCHOOL
150 W GRAND
LIMA, OH 45801

Employer Identification Number:
20-1295238
DLN:
17053256002005
Contact Person:
GAYLE M ADAMS ID# 95073
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
June 24, 2004
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

ATTACHMENT 2.1
GOVERNING AUTHORITY MEMBERS

1. Governing Authority Member Names and Email Addresses used for School Business

NOTE: All Governing Authority members must be pre-approved by Sponsor. 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.

Heir Force Community School
IRN #000613

Governing Authority Members:

1. Tara Shepherd- [REDACTED]
2. Elaine Luchini- [REDACTED]
3. Tiffany Wright- [REDACTED]
4. Camille Cadogan- [REDACTED]
5. [REDACTED] Everett Kirk III- [REDACTED]

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 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 management company. Any stipulation regarding property ownership must comply with the requirements of R.C. 3314.0210.

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.

Ethics and Conflicts Policy

All Governing Authority Directors (board members), the School's fiscal officer, and school officials, including teachers performing or possessing authority to perform administrative or supervisory functions, are required to comply with Ohio ethics law, pursuant to R.C. Chapter 102 and R.C. 2921.42-.44. This policy constitutes an acknowledgement of, and agreement to, the ethical obligations of board members, however, the School will hold school officials to the same ethical standards, to the extent applicable under Ohio law.

A. Ethical Behavior. While serving on the Board, each board member agrees to:

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

B. Improper Influence or Use of Authority.

1. R.C. 102.03(D) & (E). A board member shall not use, or authorize the use of, the authority or influence of his or her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon the board member with respect to his or 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 its employees, or where it could impair a board member's objectivity and independence of judgment regarding his or 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 because the relationships may impair the board member's objectivity and independence of judgment.

- d. Abstain. A board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from participation in discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part G of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.
2. R.C. 2921.42(A)(1). A board member shall not authorize or employ the influence of his or her office to secure authorization of any public contract in which the board member, a member of his or her family, or any business associates has an interest.
 - a. A prohibited interest must be definite and direct. The interest 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 participation in discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part F of this policy when presented with a situation to which R.C. 2921.42(A)(1) applies.
3. R.C. 2921.42(A)(3). During the board member's term or within one year thereafter, 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.
 - 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. R.C. 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 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, (i) the subject of the contract must be necessary supplies or services for the School, (ii) the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the School as part of a continuing course of dealing established prior to the board member becoming associated with the School, (iii) treatment of the School must either be preferential to or the same as that accorded other customers in similar transactions, (iv) the entire transaction must be conducted at arm's length with the Board's full knowledge of the board member's interest, and (v) the board member must abstain from voting and refrain from participating in discussions or deliberations of the Board regarding the matter.
 - c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.

5. R.C. 3314.02(E)(4). For purposes of this subsection, an “immediate relative” is defined as 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 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 conclusion of the person’s membership on the Board, 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 conclusion of the person’s membership on the Board.
 - b. 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 the conclusion of the person’s membership on the Board.

C. Improper Compensation. This section does not prohibit a board member from making voluntary political contributions.

1. R.C. 2921.43(A). A board member shall not knowingly solicit or accept (a) any compensation other than that allowed by Ohio law to perform his or her official acts, duties, or services, or (b) additional or greater fees or costs than allowed by law to perform his or her official duties;
2. R.C. 2921.43(B). A board member shall not solicit or accept anything of value 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 the status of a public employee’s compensation, duties, placement, location, promotion, or other material aspect of employment.
3. R.C. 2921.43(C). A board member shall not coerce a 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 a public employee’s compensation, duties, placement, location, promotion, or other material aspects of employment.

D. Dereliction of Duty.

1. R.C. 2921.44(D). A board member shall not recklessly create a deficiency, incur a liability, or expend a greater sum than is appropriated by the State to the School for its use in any one year.
2. R.C. 2921.44(E). A board member shall not recklessly fail to perform a duty expressly imposed or forbidden by law with respect to membership on the Board.

E. Excess Benefit Transaction. Internal Revenue Code (I.R.C.) 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. For purposes of this policy, a “disqualified person” includes (a) a person in a position to exercise substantial influence over the affairs of the School or with a company that has contracted to manage the School at any time during a five-year period ending on the date of the transaction, (b) a disqualified person’s family member; or (c) a corporation or other entity in which a disqualified person has a 35% or greater voting or ownership interest.

E. I.R.C. Conflicts Procedure. The Board shall follow the procedures set forth below 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. The fact that the Board has followed these procedures does not enable an “interested person” to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4).

1. Definitions. For purposes of this section, the following words are defined as set forth below.
 - a. An “interested person” is any board member, principal officer, or member of a committee with 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 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 Board or appropriate committee decides that a conflict of interest exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, the interested person shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon.

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 Board or committee meeting, but after the presentation permitted under these policies, the interested person 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 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 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 Board or committee shall determine by a majority vote of the disinterested Bboard members whether the transaction or arrangement is in the School's best interest, for its own benefit, and fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

F. Other Procedures and Recordkeeping Requirements.

1. Violations of the Conflicts of Interest Policy.

- a. If the Board or committee has reasonable cause to believe a board member has failed to disclose an actual or possible conflict of interest, it shall inform the board member of the basis for such belief and afford the board member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the board member's response and making further investigation as warranted by the circumstances, the Board or committee determines the board 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. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that may jeopardize its tax-exempt status, the Board shall conduct periodic reviews that, 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, if any, conform to the School's written policies, are properly recorded, are a reasonable investment or cost for goods and services, further its charitable purposes, and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
4. Use of Outside Experts. The School may use outside experts in conducting reviews, but such use does not relieve the Board's obligation to conduct periodic reviews.
5. Annual Disclosure. 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 years, by (a) the School's sponsor (b) the School's operator, if any, (c) a school district or educational service center that has contracted with the School, or (d) a vendor that is or has engaged in business with the School.

Each board member, principal officer, and member of a committee with Board-delegated powers shall annually sign a copy of this Ethics and Conflicts Policy in order to demonstrate his or her commitment to these principles. By signing below, the board member, principal officer, or committee member affirms that he or she:

1. Received a copy of the conflict of interest policy;
2. Read and understands the policy;
3. Agrees to comply with the policy;
4. Understands the School is charitable and must engage primarily in activities that accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;
5. Acknowledges that a voting board member who receives compensation for services, directly or indirectly, from the School is precluded from voting on matters pertaining to that board member's compensation;
6. 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 board member's compensation; and
7. Acknowledges that any 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.

Signature

Date

Date Adopted: _____

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, 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.

ATTACHMENT 5.2
FACILITIES PLAN

1. Detailed description of each facility used for instructional purposes containing the address and grades served; The Impact Center which serves grades K – 3 is located at 2000 N. Cole, Lima OH 45801. The square footage of the building is 32,000 which includes (2) office spaces, (8) classrooms, (1) meeting room, (1) gymnasium, (1) cafeteria, (2) recreational spaces, and (1) chapel. The Grand Avenue building which serves grades 4 – 8 grade is located at 150 W. Elizabeth Street, Lima OH 45801. The square footage of the building is 13,904 which includes (4) office spaces, (12) classrooms, (1) cafeteria, and (1) library/computer lab.
2. Annual cost associated with leasing each facility, paid for by or on behalf of the school, if applicable. The annual rental cost for both facilities (Impact Center/Grand) is \$228,000 (\$19,000 per month).
3. Annual mortgage principal and interest payments that are paid by the school, if applicable. Not applicable.
4. Name of the lender or landlord, identified as such, and the lender's or landlord relationship to the operator, if any; and. Heir Force Community School is the tenant to Cornerstone Church, 2000 N. Cole Street, Lima OH 45801.
5. If the school leases property from the operator, addendum to lease with verifications from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable. Not applicable.

ATTACHMENT 6.3 EDUCATIONAL PLAN

1. Educational Plan
 - a. Mission and philosophy
 - b. Characteristics of the students the School expects to attract
 - c. Ages and grades of students
 - d. Description of curriculum
 - e. Instructional delivery methods used
 - f. Description of how curriculum aligns with Ohio Content Standards
2. Description of all classroom-based and non-classroom-based learning opportunities
 - 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

If the School operates as an internet- or computer-based community school, the description must include, at a minimum:

- a. A description of the filtering device or computer software used to protect students from access to materials that are obscene or harmful
- b. A plan indicating the number of times a teacher will visit each student throughout the school year and the manner in which those visits will be conducted
- c. The address of the central base of operation

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:

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

If the School has registered a 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 document 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
- g. A description of the professional development activities that will be offered to teachers

**Heir Force Community School
Education Plan Implementation (Attachment 6.3)
2019-2020**

C. Education Program

1. Provide the school's education program (Attachment 6.3) along with any necessary updates to ensure accuracy and completeness, including any material changes.

Educational Program

- A. The HFCS uses a variety of texts, manipulatives, and supplemental material to educate our students, including such publishers as Scholastic, Houghton Mifflin, and McGraw Hill
- B. Classroom based and non-classroom based learning opportunities include; traditional classroom instruction by teacher, use of internet based sites such as Renaissance Learning, Moby Max, Learning A-Z, Flocabulary, coolmath.com, and kid discover. Off-site learning is facilitated through educational based field trips, and student log in to internet based sites. Students on suspension or on leaves of absences are provided with the work that would be assigned as well as being able to complete the lessons and assignments on our internet based learning and through blogs with the instructional teacher.

C. Heir Force Community School Mission Statement

The mission of Heir Force Community School is to provide ability-centered education that prepares children to excel academically and socially. This mission will be accomplished through a strong educational program based on a structured curriculum supported by discipline and mutual respect. The commitment of the family, school, and community will be utilized to achieve these goals and empower students to succeed.

Heir Force Community School Philosophy

The primary focus of the Heir Force Community School (HFCS) is to provide ability-centered education that prepares children for a successful future both academically and socially. The HFCS guides and establishes learning experiences that assist each student in discovering and developing his or her individuality and talents in becoming a mature, responsible, civil and productive member of society.

We believe public education can work. All children can learn, and the state of education can turn around. Students need creative, academically discerning teachers who are able to create a lesson plan to fit the learning styles of each student. The results our school has achieved in standardized tests has and will continue to get the attention of parents and educators alike. The grade level goals in traditional public schools we believe are too low. We have and will continue to form our grade level goals above and beyond those of traditional public schools. We believe if we do our job and continue to meet our goals, we will be called upon by school districts all over the state to help improve and achieve academic excellence.

Our Goals Regarding Our Students and Their Families

- Offer the highest quality education for their child using an individualized/differentiated approach.

- Develop a positive reputation among our families, a concern for their individual child, courtesy and respect towards their opinions and views, attention and swift response to questions and concerns regarding their child, integrity, dependability, honesty, competence, and a positive and professional attitude.
- D. Instructional Delivery Methods include classroom instructions with a high focus and concentration on differentiated instruction, use of computers and internet with defined goals for each student, extended concentrated time in Reading/Language Arts and Math with daily double periods for these subjects, through homework that is assigned to each student based on the needs of the student as well as meeting academic content standard goals. All Ohio Academic Standards by grade are completed through instruction prior to the annual Ohio Achievement Assessments.
- E. School Calendar-See below
- F. The HFCS course of study meets and exceeds the state requirements for public schools for all grades. Our curriculum and all supplemental resources are used in Alignment with Ohio Academic Standards
- G. Credit Flexibility Program-N/A
- H. Field Trips – See below 2019/2020

HFCS School Activities 2019-20:

| | |
|-------------------|---|
| 8/12/19 – 8/16/19 | Teacher Work Week |
| 8/15/19 | Open House Grades K-3 at Impact Center |
| 8/16/19 | Open House Grades 4-8 at Grand Avenue |
| 8/29/19 | HFCS Board Meeting, Impact Center @6pm |
| 10/4/19 | Spirit Day |
| 10/1/19 | K – 1 Grade Field Trip, Lincoln Ridge Farms, Van Wert, OH |
| 10/17/19 | 8 th Grade High School Experience (Elida High School) |
| 10/17/19 | HFCS Board Meeting, Impact Center @6pm |
| 10/18/19 | 4 th – 8 th Performing Arts Field Trip, Encore Theater, Lima, OH |
| 10/25/19 | Parent Teacher Conferences |
| 11/1/19 | 8 th Grade High School Experience (Lima Central Catholic) |
| 11/19/19 | OSU/Michigan Spirit Day – Impact Center |
| 12/6/19 | Spirit Day/Christmas Program |
| 12/12/19 | HFCS Board Meeting, Impact Center @6pm |
| 1/24/20 | 2 nd Grade Field Trip: Neil Armstrong Space Museum, Wapakoneta, OH |
| 1/31/20 | Spirit Day |
| 2/13/20 | HFCS Board Meeting, Impact Center @6pm |
| 2/14/20 | Parent Teacher Conferences |
| 2/28/19 | Spirit Day |
| 3/7/20 | 3 rd Grade Field Trip: McLean Teddy Bear Park, Lima OH |
| 3/10/20 | 5 th /8 th Grade Field Trip: Cleveland Museum of Natural History, Cleveland, OH |
| 3/18/20 | 4 th Grade Field Trip: Dayton Aviation Museum, Dayton, OH |
| 4/9/20 | HFCS Board Meeting, Impact Center @6pm |
| 4/25/20 | K-2 Family Reading Night |
| 5/15/20 | Spring Program |
| 5/18/20 | 8 th Grade Graduation |
| 5/21/20 – 5/23/20 | Teacher Work Week |
| 6/19/20 | HFCS Board Meeting, Impact Center @6pm |

Note: HFCS conducts Professional Development every Friday (early release)

Progress toward meeting Contract Goals Attachment 11.6:

Over the last three years, HFCS has continued to utilize STAR tests as an internal measure of determining value-added for our teachers. As we begin to prepare for the third year of the AIR tests, it will be critical to continuously examine the end-of-the-year the correlation between the two scores. The STAR data continues to be a strong predictor for not only value-added but a strong predictor for increasing the achievement levels (as outlined by the state test scores). Currently, we are in the process of analyzing the data from the 2018-2019 report card for the purposes of developing a strategic approach to enhancing academic achievement. Our approach to achieving this goal is centered on increasing the scores in ELA, Math, and Science as outlined with the American Institute for Research (AIR) Achievement test. Our teachers and staff supports this mission by assessing student readiness, organizing instruction, and establishing individualized learning strategies for the purposes of increasing cognitive development.

A. School-Specific Performance Goals and Measures

This section of Attachment 11.6 provides school-specific academic and non-academic goals and performance measures. The school recognizes that these goals may be revised if the make-up of the school significantly changes or if the standards by which the school is judged by the state change. Schools should include goals for each year of the contract or up to five years. If a school has a contract length of longer than five years, a high-stakes review and goal evaluation will be performed after five years, and the school recognizes that it will re-assess goals at that time, if not sooner.

| | | | | | | |
|--|--|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| <p>School's Mission Statement</p> | <p>The mission of Heir Force Community School is to provide ability-centered education that prepares children to excel academically and socially. This mission will be accomplished through a strong educational program based on a structured curriculum supported by discipline and mutual respect. The commitment of the family, school, and community will be utilized to achieve these goals and empower students to succeed.</p> | | | | | |
| | <p>Measure</p> | <p>2014-15 Data</p> | <p>2015-16 Data</p> | <p>2016-17 Data</p> | <p>2017-18 Data</p> | <p>2018-19 Goal</p> |

| | | | | | | |
|------------------------------|--|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Mission-Specific Goal | Increase the percent of indicators met with students in grades 3 thru 8 in the areas of Math, ELA, Science, and Social Studies. Student weekly “surges” will monitor student progression on a monthly basis toward achieving the overall goal. | (7 out of 16 indicators met) | (3 out of 16 indicators met) | (0 out of 14 indicators met) | (0 out of 14 indicators met) | (0 out of 14 indicators met) |
|------------------------------|--|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|

Academic Performance Goals

| Performance Area | Measure | 2014-15 Data | 2015-16 Data | 2016-17 Data | 2017-18 Data | 2018-19 Goal |
|--------------------|---|--|---|--|--|---|
| Achievement | Percentage and total number of proficiency level indicators met | 43.8% (7 out of 16 indicators met) | 18.8% (3 out of 16 indicators met) | (0 out of 14 indicators met) | (0 out of 14 indicators met) | (0 out of 14 indicators met) |
| | Performance index score and percent increase in each category (advanced, accelerated, proficient, etc.) | PI score 73.6% (e.g., Advanced 5.9%; Accelerated 29%; Proficient 32%; Basic 24.5%; and Limited 8.6%) | PI score 61.1% (e.g., Advanced 7.4%; Accelerated 13.3%; Proficient 27.7%; Basic 21.7%; and Limited 29.9%) | PI score 59.1% Advanced – 6.6% Accelerated – 12.9% Proficient – 24.2% Basic – 25.3% Limited – 30.9% | PI score 63.2% Advanced – 6.9% Accelerated – 17.5% Proficient – 25.3% Basic – 26.2% Limited – 24.1% | PI score 64.3% Advanced – 11.2% Accelerated – 15.2% Proficient – 24% Basic – 26.7% Limited – 22.8% |

| Performance Area | Measure | 2014-15 Data | 2015-16 Data | 2016-17 Data | 2017-18 Data | 2018-19 Goal |
|-------------------------|---|---|---|--|--|--|
| Progress | Value-added progress score, including subgroups | Value added score was an A; with students in the lowest 20% in achievement was a C. | Value added score was an D; with students in the lowest 20% in achievement was a D. | Overall Value added score F; Lowest 20% F; Gifted Students NR; and Students with Disabilities NR | Overall Value added score D; Lowest 20% D; Gifted Students NR; and Students with Disabilities NR | Overall Value added score B; Lowest 20% C; Gifted Students NR; and Students with Disabilities NR |

| Performance Area | Measure | 2014-15 Data | 2015-16 Data | 2016-17 Data | 2017-18 Data | 2018-19 Goal |
|------------------|---|--|--|--|--|---|
| Gap Closing | Annual measurable objectives (AMOs) percentages, including subgroup and subject | <p>AMO state goal for Reading was 71.3%. (HFCS White Students 67.5%; All students 63.8%; Economically disadvantaged 63.8%; and African American 56.8%)</p> <p>AMO state goal for Math was 65%. (HFCS All students 66%; Economically Disadvantaged 66%; African American 62.2%; and White students 58.8%)</p> | <p>AMO state goal for Reading was 74.2%. (HFCS All Students 31.2%; Economically Disadvantaged 31.5%; and African American (22.5%)</p> <p>AMO state goal for Math was 68.5%. (HFCS All Students (51%) Economically Disadvantaged 51.7%; and African American 42.7%.</p> | <p>AMO state goal for Reading was 77.1%. (HFCS All Students 40.4%; Economically Disadvantaged 42.1%; and African American (31.6%)</p> <p>AMO state goal for Math was 72%. (HFCS All Students (46.1%) Economically Disadvantaged 45.6%; and African American 38.2%.</p> | <p>AMO state goal for Reading was 83.8%. (HFCS All Students 74.9%; Economically Disadvantaged 75.2%; and African American (67%)</p> <p>AMO state goal for Math was 84.2%. (HFCS All Students (76.3%) Economically Disadvantaged 76.4%; and African American 69.6%.</p> | <p>Reading: All 78.7% Economically Disadvantaged 78.7% African American 74.3%</p> <p>Math All 75.8% Economically Disadvantaged 75.8% African American 71.7%</p> |
| | | <p>Graduation Rate</p> | <p>Four- and five-year graduation rates</p> | N/A | N/A | N/A |

| Performance Area | Measure | 2014-15 Data | 2015-16 Data | 2016-17 Data | 2017-18 Data | 2018-19 Goal |
|---------------------------------|---|--|--|--|--|--|
| K-3 Literacy Improvement | Overall letter grade for K-3 Literacy Improvement | F | F | D | D | D |
| Prepared for Success | Component grade and percentage of students participating across all six measured areas | N/A | N/A | N/A | N/A | N/A |
| Student Performance | HFCS will use STAR data as an internal alternative valid and reliable assessment tool to measure student growth | District Proficiency 60 th Percentile 32% students At/Above Proficient 68% Below Proficient | District Proficiency 60 th Percentile 36% students At/Above Proficient 64% Below Proficient | District Proficiency 60 th Percentile 27% students At/Above Proficient 73% Below Proficient | District Proficiency 60 th Percentile 37% students At/Above Proficient 63% Below Proficient | District Proficiency 60 th Percentile 43.4% students At/Above Proficient 56% Below Proficient |

Note: STAR assessment: 50th Percentile is Proficient

Non-Academic Performance Goals

| Performance Area | Measure | 2014-15 Data | 2015-16 Data | 2016-17 Data | 2017-18 Data | 2018-19 Goal |
|----------------------------|--|---------------------|---------------------|---------------------|---------------------|---------------------|
| Attendance | Percentage as measured on the schools internal student data tracking system, not to drop below 93% and increase by 2% in 2018-19 | 94% | 94% | 95% | 93.2% | 93.7% |
| Parent Satisfaction | Parent satisfaction goal of 85% to increase by at least 1% annually as measured by board quarterly contact calls. | 81% | 82% | 83% | 84% | 85% |

| Performance Area | Measure | 2014-15 Data | 2015-16 Data | 2016-17 Data | 2017-18 Data | 2018-19 Goal |
|-----------------------|-----------------------|--|--|---|--|--|
| Financial Performance | Enrollment and Audits | Heir Force Community School student enrollment 272 Heir Force Community School expects to continue received clean audits and anticipates receiving Auditor of State awards for future audits. | Heir Force Community School student enrollment 265 Heir Force Community School expects to continue received clean audits and anticipates receiving Auditor of State awards for future audits. | Heir Force Community School student enrollment 239. Heir Force Community School expects to continue received clean audits and anticipates receiving Auditor of State awards for future audits. | Heir Force Community School student enrollment 242. Heir Force Community School expects to continue receiving clean audits and anticipates receiving Auditor of State awards for future audits. | Heir Force Community School student enrollment 245. Heir Force Community School expects to continue receiving clean audits and anticipates receiving Auditor of State awards for future audits. |

Method and measurement of academic goals:

As noted last year, our greatest challenge and objective is to move beyond our ability to just show growth with our students but rather, improve our Performance Index score (which measures the achievement level of every student). As we continue to increase with the number of students that achieve above proficiency (e.g., accelerated, advanced, and advanced plus) our overall (PI) score will improve. We have increased our PI score by over 1.5% over the last two years. Our number one objective is to enhance our instructional practices and our formative assessments are designed to have students on a weekly basis to develop a mind-set for achieving advanced plus.

To maintain consistency and cohesiveness, HFCS continues to utilize Renaissance Learning as an integral component for assisting with our students' learning needs and a platform for improving instructional methods. In essence, STAR assessments is one of the most widely used assessments in K-12 and provide the most valid, reliable, actionable data in the least amount of testing time (e.g., usually 40 minutes or less). As a school we utilize this data to show student growth along with analyze this information for our teachers to focus on what matters most (e.g., individualizing instruction to accelerate learning for our students).

Currently HFCS has not met all of the projected goals as outlined in the contract Performance Accountability Framework (Attachment 11.6) and plan to meet with Jessica Blair during our monthly site visits and make modifications to the projections for 2019-2020. However, we

confident with the future directions of the school and have worked on several initiatives to achieve continued school success including:

- Revised School Improvement Plan (2018 – 2019);
- Revised Reading Achievement Plan (2018 – 2019);
- Implemented direct instruction, metacognition, and feedback teaching framework to support/enhance consistency with instruction;
- Restructuring classroom assessments to include Depth of Knowledge (DOK) and cognitive rigor questioning;
- Implemented action plan for Positive Behavior Intervention Supports (PBIS) as a framework to support/enhance school culture/climate with emphasis on improving school discipline policy and procedures;
- Developed centralized curriculum mapping as outlined by the revised Ohio standards and will create pacing guides to support instruction in 2018-2019;
- Restructured Teacher based Teams (TBTs) with emphasis on using data to enhance instruction; and empowered a shared governance approach to decision-making with our Community School Leadership Team (CSLT),
- Completed the corrective action plan for school improvement for ESC Lake Erie West (all requirements were met); and
- Completed all task associated with ESC of Lake Erie Master Calendar of Compliance Requirements.

Results from 2018 – 2019 AIR statewide achievement tests:

| Grade & Subject | Tested | Adv | Acc | Prof | Basic | Ltd | 2016-2017 | 2017-2018 |
|-------------------|--------|-------|-------|-------|-------|-------|-----------|-----------|
| 3rd Grade Reading | 36 | 13.9% | 13.9% | 25% | 30.6% | 16.7% | 51.9% | 52.8% |
| 3rd Grade Math | 36 | 8.3% | 11.1% | 22.2% | 16.7% | 41.7% | 41.7% | 41.7% |
| 4th Grade Reading | 22 | 4.5% | 18.2% | 36.4% | 27.3% | 24.3% | 13.6% | 59.1% |
| 4th Grade Math | 22 | 9.1% | 18.2% | 40.9% | 22.7% | 9.1% | 65.5% | 68.2% |
| 5th Grade Reading | 30 | 16.7% | 13.3% | 26.7% | 26.7% | 16.7% | 57.9% | 56.7% |
| 5th Grade Math | 30 | 10% | 16.7% | 26.7% | 20% | 26.7% | 42.1% | 53.3% |
| 5th Grade Science | 30 | 13.3% | 16.7% | 10% | 36.7% | 23.3% | 47.4% | 40% |
| 6th Grade Reading | 16 | 6.3% | 6.3% | 25% | 50% | 12.5% | 50% | 37.5% |
| 6th Grade Math | 16 | 12.5% | 12.5% | 25% | 31.3% | 18.8% | 42.9% | 50% |
| 7th Grade Reading | 24 | 16.7% | 16.7% | 12.5% | 29.2% | 25% | 43.8% | 45.8% |
| 7th Grade Math | 24 | 8.3% | 8.3% | 16.7% | 33.3% | 33.3% | 62.5% | 33% |

| | | | | % | % | % | | |
|-------------------|----|-------|-------|-------|-------|-------|-----|--------------|
| 8th Grade Reading | 15 | 0 | 20 | 33.3% | 13.3% | 33.3% | 44% | 53.3% |
| 8th Grade Math | 14 | 21.4% | 21.4% | 35.7% | 21.4% | 0% | 60% | 78.6% |
| 8th Grade Science | 14 | 14.3% | 28.6% | 7.1% | 35.7% | 14.3% | 44% | 50% |

Note: Bold denotes an increase compared to the 2016-2017 AIR Assessment

Sponsor’s Legal Compliance Assessment

Ohio Revised Code (ORC) 3314.03(D)(2) specifies that the sponsor of the school must “monitor and evaluate the academic and fiscal performance and the organization and operation of the community school on at least an annual basis.” In addition, under ORC 3314.03(D)(3), the sponsor must “report on an annual basis the results of the evaluation conducted under division (D)(2) of this section to the department of education and to the parents of students enrolled in the community school.”

The Educational Service Center of Lake Erie West (ESCLEW) served as sponsor for Heir Force Community School during the 2018-2019 school year. ESCLEW monitored the school’s academic and fiscal performance, as well as organization and operation of the school, and determined that the school was overall compliant.

HFCS

College Credit Plus

Parent Information Meeting

Grand Ave. Room 111
5:30 PM
January 29, 2020

Great news for Heir Force families! Ohio's College Credit Plus gives students in grades 7-12 the chance to earn high school and college credit simultaneously by taking courses at participating Ohio colleges or universities. All public colleges and certain private colleges in Ohio are participating.

The purpose of this program is to promote rigorous academic pursuits and to provide a wide variety of options to college-ready students. Taking a college course from a public college or university College Credit Plus is **free**. That means no cost for tuition, books or fees if you attend a public school in the state of Ohio. If you choose to attend a private college or are homeschooled, you may have limited costs.

Many students do not take part in the College Credit Plus program until their high school years. However, it will benefit you and your student to know more about this program and to prepare to take part in this outstanding opportunity.

Please RSVP Grand at 419-228-9241 if you will be attending.

Thanks

Nancy Junkins
Curriculum Coordinator

HEIR FORCE COMMUNITY SCHOOL

2019-2020

Academic Year Calendar



For more information, check out our web site at:
www.heirforcecs.com
 Facebook: www.facebook.com/heirforcecs

July 19

| Su | M | Tu | W | Th | F | Sa |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

September 19

| Su | M | Tu | W | Th | F | Sa |
|----|----|----|----|----|----|----|
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| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

October 19

| Su | M | Tu | W | Th | F | Sa |
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| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

November 19

| Su | M | Tu | W | Th | F | Sa |
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| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

December 19

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August 19

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July 20

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***This Institution is an equal opportunity provider and employer.*

***ALL BOARD MEETINGS ARE HELD @ 6PM in Impact Center-**
 Aug.29; Oct.17; Dec.12, 2019
 Feb.13; Apr.9; June18, 2020

Important Dates

| | |
|--|------------------|
| 8/12-16-Teacher Work Week | |
| 8/15-Open House Grades K-3 at IC | |
| 8/16- Open House Grades 4-8 at Grand Ave. | |
| 8/19- First Day of School | |
| 9/2- Labor Day-No School | |
| 10/17-End Q1 (43 Days) | |
| 10/25-Parent Teacher Conferences No School | |
| 11/126-OSUMichigan Spirit Day | |
| 11/27-29- Thanksgiving Break No School | |
| 12/6- Christmas Program | |
| 12/13-End Q2 (37 Days) | |
| 12/19-1/3/20- Winter Break-No School | |
| 1/20-Martin Luther King Day No School | |
| 2/14- Parent Teacher Conferences No School | |
| 2/17- Presidents Day No School | |
| 3/10- End Q3 (47 Days) | |
| 4/9-4/14- Spring Break | |
| 5/15- Spring Program | |
| 5/20 Last Day of School-Spirit Day | (End Q4 47 days) |
| 5/21-22- Teacher Work Days | |

ATTENTION:
 WE WILL HAVE AN EARLY RELEASE EVERY FRIDAY THIS YEAR FOR STAFF PD. ALL STUDENTS WILL BE RELEASED AT 1PM ON FRIDAY. ALSO, THE FIRST WEDNESDAY OF EVERY MONTH IS A FREE SPIRIT DAY!

ATTACHMENT 6.5
RACIAL AND ETHNIC BALANCE

1. Plan to achieve and continue racial and ethnic balance

Attachment 6.5

HFCS Commitment to Racial and Ethnic Balance

I. Commitment to Racial and Ethnic Balance

HFCS will serve general population students and will not discriminate in its enrollment or admissions procedures. Our admission policy promotes the inclusion of all students, regardless of race, ethnicity, gender, learning ability or physical disability. It is our goal that this school's student population demographically reflects the community's population. HFCS makes a concerted effort to market to the community surrounding the school to the fullest extent possible to support this goal.

II. Plan to Achieve or Continue

HFCS will use a variety of methods to promote racial and ethnic balance that reflects the population of the surrounding area. Consideration of the following resources will provide important insight when creating the school the annual marketing plan:

1. Demographics of the area
2. Market segmentation evaluation
3. Population counts in the target location
4. Community newspapers papers
5. Community organizations (churches, boy's and girl's clubs, local businesses, child care, libraries and organizations serving ethnic groups)

Through community outreach, the school's marketing team will develop and nurture partnerships with area businesses and organizations to create a sustainable community resource. The following list represents some of the targeted actions:

- Contact real estate offices to set up presentations and provide them with brochures
- Contact child care centers and pre-school to develop relationships with Executive Director to promote Kindergarten field trips and kindergarten workshops
- Provide enrollment informational meetings at community partner site
- Distribute flyers to locations where families or parents gather
- Contact organizations serving ethnic populations
- Investigate community advertising opportunities
- Contact all parents who have indicated an interest in the school
- Involvement in presentations to service clubs

ATTACHMENT 6.7
STUDENT DISCIPLINE AND DISMISSAL POLICIES

1. Policy regarding suspension, expulsion, removal, and permanent exclusion of a student that specifies, among other things:
 - a. Types of misconduct for which a student may be suspended, expelled, or removed, and
 - b. Due process related to these forms of discipline
2. Policy for the discipline, suspension, and expulsion of disabled students
3. Policy for Positive Behavioral Interventions and Supports/Restraints and Seclusion

Disciplinary Policy

Students are subject to the School's disciplinary process for any violation of the Student Code of Conduct. All students are expected to conform to the Student Code of Conduct at School, on school premises, at school activities or functions regardless of location, and on transportation to and from the School, if the transportation is paid for or provided by the School.

Progressive Discipline

The School generally follows the principles of progressive discipline. The Executive Director, however, retains discretion to take appropriate corrective action and may administer other appropriate corrective action or skip progressive discipline levels, depending on the seriousness of the misconduct.

1. **Verbal Warning:** The School explains or reviews the rules, warns the student of possible consequences, and applies appropriate in-school consequences, including but not limited to time-outs, alternate areas for reflection, loss of privileges, detention, or in-school suspension in a supervised learning environment.
2. **Written Warning:** The School applies appropriate in-school consequences and personally communicates the problem(s) with the student's parents. The School sends a written report home and retains a copy in the office.
3. **Suspension:** If previous disciplinary action has not corrected the inappropriate behavior or if the misconduct is serious, the Executive Director may suspend the student from the School, not to exceed 10 school days, and consistent with this policy.
4. **Expulsion:** If previous disciplinary action has not corrected the inappropriate behavior or if the misconduct is serious, the Executive Director, as the individual designated as the superintendent in OEDS-R, may expel the student from the School, not to exceed 80 days, unless one year is specifically authorized or unless the student is permanently excluded from the School, consistent with this policy.

The Board authorizes the Executive Director to require, at his or her discretion, a student to perform community service 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.

During the period of suspension, removal, or expulsion, the student may not attend or participate in any school functions without permission from the Executive Director. The student may enter school facilities only when given permission by the Executive Director or if accompanied by a parent or guardian who accepts responsibility for the student's actions and/or behavior at the facility.

Suspension

If the Executive Director deems suspension necessary, the Executive Director has the authority to suspend a student from the School for up to 10 school days. If a suspension is imposed during the last 10 days of the school year, the Executive Director may not apply any remaining part of

the suspension to the following school year. However, the Executive Director may require the student to participate in a community service program or another alternative consequence for the remaining part of the period of the suspension, beginning on 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, the School shall not require the student to serve the remaining suspension time at the beginning of the following school year.

When suspending a student, the School shall respect the following due process rights:

1. Prior to the imposition of the suspension, the School shall give to the student a written Notice of Intent to Suspend that includes the reasons for the intended suspension and, if the violation is one for which a student over age 16 may be permanently excluded, a statement that the Executive Director may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation.
2. The School must provide the student an opportunity to appear at an informal hearing before the Executive Director or designee to challenge the reasons for the intended suspension or otherwise explain his or her actions. The student is not entitled to call witnesses at this informal hearing.
3. Within one school day after the suspension is imposed, the Executive Director or designee shall provide written notification of the suspension to the parent, guardian, or custodian of the student. The notice must contain the following:
 - a. The reasons for the suspension;
 - b. Notification of the right to appeal in writing within 14 days to the Board of Directors or its designee.
 - c. The right to representation at all appeals;
 - d. The right to a hearing before the Board or its designee;
 - e. The right to request that the hearing be held in executive session; and
 - f. If the violation is one for which a student over age 16 may be permanently excluded, the possibility that the Executive Director may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation.
4. The Board designates the Superintendent as its representative at all hearings regarding the appeal of a suspension.

Students serving a suspension shall have the opportunity to complete any classroom assignment missed because of the suspension. Students will receive at least partial credit for a completed classroom assignment. The student's grade on the assignment may be reduced if submitted late pursuant to normal grading policies, provided, however, that the student will not receive a failing grade on a completed assignment solely due to the student's suspension.

The Board also authorizes the Executive Director to suspend a student from any or all co-curricular or extracurricular activities for misconduct in accordance with the Student Code of

Conduct. The length of suspension shall be determined by the Executive Director commensurate with the seriousness of the student's misconduct. Participation in extracurricular activities is a privilege and not a right. Accordingly, students prohibited from participating in all or part of any extracurricular activity are not entitled to notice, hearing, or appeal rights. The above due process rights likewise do not apply to in-school suspensions.

Expulsion

Only the Executive Director, as the individual designated as the superintendent in OEDS-R, may expel a student. During the period of expulsion, the School may, but is not required to, continue educational services in an alternative setting.

The Executive Director may expel a student for up to 80 school days, or until the end of the semester or term if fewer than 80 school days remain, for serious misconduct in accordance with the Student Code of Conduct. This period may be extended an additional 80 school days or for the remainder of the school year if a juvenile or criminal proceeding is pending at the time the initial expulsion terminates. If, at the time of the expulsion, there are fewer than 80 school days remaining in the school year, the Executive Director may apply any remaining part or all of the period of the expulsion to the following school year.

A student shall be subject to a one-year mandatory expulsion if the student carries a firearm to the School or onto school property. A student may also be expelled for up to one year for:

1. Bringing a firearm to an interscholastic competition, extracurricular event, or any other school program or activity that is not located on school property;
2. Bringing a knife capable of serious bodily injury to the School, onto school property, or to an interscholastic competition, 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 capable of serious bodily injury at School, on school property, or at an interscholastic competition, extracurricular event, or any other school program or activity, if the firearm or knife was initially brought by another person;
4. Committing an act that is a criminal offense if committed by an adult and that results in serious physical harm to persons or property while the student is at School, on school property, or at an interscholastic competition, extracurricular event, or any other school program or activity; or
5. Making a bomb threat to the School or to any premises at which a school activity is occurring at the time of the threat.

The Executive Director has the discretion to modify a one-year expulsion under the following specific circumstances:

1. A group of persons knowledgeable of the student's educational needs in accordance with the IDEA submits a recommendation;
2. The student was unaware that he or she was in possession of a firearm or knife capable of serious bodily injury;

3. The student did not understand that the item he or she possessed was considered a firearm or knife capable of serious bodily injury;
4. The student brought the item to the School as part of an educational activity and did not realize it would be considered a firearm or knife capable of serious bodily injury; and
5. The student may be eligible for participation in an alternative program.

For purposes of this policy, a firearm is defined as any weapon, including a starter gun, that will, 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, or rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or other similar device. A knife capable of serious bodily injury is defined as any cutting instrument consisting of at least one sharp blade.

When expelling a student, the School shall respect the following due process rights:

1. Prior to the imposition of the expulsion, the Executive Director shall give a written Notice of Intent to Expel to the student and student's parent, guardian, or custodian that includes the reasons for the intended expulsion, the time and place for a hearing, and, if the violation is one for which a student over age 16 may be permanently excluded, a statement that the Executive Director may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation.
2. The School must provide the student and the student's parent, guardian, or custodian the opportunity to appear in person at a hearing before the Executive Director to challenge the reasons for the expulsion or otherwise explain the student's actions. The School must schedule a hearing not less than three or more than five school days after the date of the written Notice of Intent to Expel, unless the period is extended at the request of the student or the student's parent, guardian, or custodian. The School must send written notice of any extension.
3. Within one school day after the expulsion is imposed, the Executive Director shall provide written notification of the expulsion to the parent, guardian, or custodian of the student and the treasurer of the Board. The notice must include the following:
 - a. The reasons for the expulsion;
 - b. Notification of the right to appeal in writing within 14 days to the Board of Directors.
 - c. The right to representation at all appeals;
 - d. The right to an appeal hearing before the Board;
 - e. The right to request that the hearing be held in executive session; and
 - f. If the student is age 16 or older and the violation is one for which a student over age 16 may be permanently excluded, the possibility that the Executive Directory may seek to permanently exclude the student if the student is convicted of or adjudicated a delinquent child for that violation.

When the Executive Director expels a student for more than 20 days or for any period of time extending into the next semester or school year, the School shall provide, along with this notice, 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.

The Executive Director shall initiate expulsion proceedings with respect to any student who has committed an act warranting expulsion even if the student has withdrawn from the School for any reason after the incident that gives rise to the expulsion, but prior to the hearing or decision to expel the student.

Suspension and Expulsion of Students in Grades K-3

Students in grades K-3 may only be suspended for up to 10 days or expelled if the student has engaged in the behaviors listed above or as necessary to protect the immediate health and safety of the student, the student's classmates, classroom staff and teachers, or other school employees. Whenever possible, the Executive Director shall consult with a mental health professional prior to suspending or expelling a student in grades K-3. If the need for additional mental health services is indicated, the Executive Director will assist the student's parent with identifying appropriate services and service providers, provided that doing so does not create a financial burden on the School.

Emergency Removal

If, in the Executive Director's opinion, a student's presence at the School creates a health risk, presents a continuing danger to other persons or property, or seriously disrupts the functions of the School or academic process, the Executive Director or classroom teacher may remove the student from the classroom or premises without notice or formal suspension or expulsion procedures. As soon as practicable, the classroom teacher shall submit to the Executive Director a written explanation of the reasons for such removal. Students in grades K-3 may only be removed under this section for the remainder of the school day and must be permitted to return to curricular and extracurricular activities the following school day.

Except for the removal of students in grades K-3 who are returned to the School, the School must hold a hearing regarding the removal on the next school day. As soon as practicable, the School must provide the student with written notice of the hearing and the reason for the removal as soon as practicable prior to the hearing. The hearing shall be conducted as specified in the suspension section above, unless the student may be subject to expulsion. The individual who ordered, caused, or requested the emergency removal must be present at the hearing.

Permanent Exclusion

Any student who is 16 years of age or older and who has been convicted or adjudicated delinquent for committing the following offenses may be subject to permanent exclusion:

1. rape, gross sexual imposition, or felonious sexual penetration;
2. murder, manslaughter, or felonious or aggravated assault; or

3. complicity to commit any of the above offenses, regardless of where the complicity occurs.

Further, the School may seek to permanently exclude a student who is 16 years of age or older and 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 ordinance on School property or at a School activity;
2. possessing, selling, or offering to sell controlled substances on School property or at a School activity; or
3. complicity to commit any of the above offenses, regardless of where the complicity occurred.

This policy on permanent exclusion shall be posted in a central location in each school facility and shall be made available to students, upon request.

If the Executive Director has adequate evidence that a student should be permanently excluded under this policy, he or she shall submit a written recommendation with any required evidence and information to the Board. The Board must consider all evidence and take action within 14 days after receiving the Executive Director's recommendation. If the Board approves the recommendation, it shall submit its resolution, the name of its representative in this matter, and any required documents to the State Superintendent and provide a copy of the resolution to both the student and his or her parents. If the Board chooses not to take action, it shall notify the Executive Director, in writing, who shall notify both the student and his or 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, the School shall comply with the procedures described in R.C. 3313.66.

Any information regarding the permanent exclusion of a student shall be included in the student's official records and in any records sent to a school that requests the student's records. When the permanently excluded student reaches the age of 22 or when the permanent exclusion is revoked, the School shall remove and destroy all references to the exclusion from the student's file.

Transportation Discipline

If the Executive Director determines that a student's behavior on a school vehicle violates school rules, he or she may suspend the student from bus-riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior. If a student is being transported by his or her home school district, then the School shall enforce the home school district's bus-riding policy. The School shall post the bus-riding codes of conduct of the home school districts from which students are being transported in a central location in each school building and shall make them available to students or parents, upon request.

Students must be provided notice of an intended suspension, whether verbal or written, and an opportunity to appear before the Executive Director before a suspension is imposed. If

immediate removal of a student is authorized, the student must be given notice as soon as is practicable of the reasons for the removal and of a hearing before the Executive Director, which must be held within 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 the bus-riding suspension shall be consistent with the school bus owner's policies.

Suspensions from or immediate removal of bus riding privileges of students with disabilities shall comply with the laws governing suspension and expulsion of students with disabilities.

Prohibition on Corporal Punishment

All School teachers and staff are prohibited from inflicting or causing to be inflicted corporal punishment as a means of discipline. School employees may, however, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance that threatens physical injury to others, to obtain possession of weapons or other dangerous objects, for self-defense, or for protection of persons and property.

Date Adopted: _____

Student Code of Conduct

The School expects all students to respect each other, the School, teachers, and other employees, and the rules of the School. All students are expected to conform to the Student Code of Conduct while at the School, on School premises, at School activities or functions, regardless of location, and on transportation to and from the School. Students may be subject to discipline for violations of the Student Code of Conduct even if the conduct occurs off of School premises, provided that the conduct is connected to School activities, incidents that have occurred on School property, or is directed at School staff, students, or governing authority members.

Set forth below are examples of conduct that may result in disciplinary action:

- Academic misconduct, including plagiarism, cheating, copying, and other acts of dishonesty or falsification
- Failing to complete homework in a timely manner
- Refusing to follow teacher or staff instructions or violating classroom rules
- Disruptive or disorderly behavior, including any conduct that causes or results in the breakdown of the orderly process of instruction or School activities
- Harassment, intimidation, or bullying, including the use of insulting, harassing, or degrading language or gestures toward School staff or students
- Using obscene, abusive, profane, or otherwise inappropriate language, whether written or verbal
- Dress code violations
- Using any electronic devices, including cell phones, without approval on School property during the school day
- Gang-related activity
- Lying
- Inappropriate physical contact, including fighting, pushing, hurting, or otherwise inappropriately touching other students or School staff
- Any action that could result in harm to other students or School staff
- Leaving the School premises without permission
- Sale, use, possession, or distribution, or attempt thereof, of tobacco products, including e-cigarettes, vaping devices, or any other electronic nicotine delivery system
- Defacing, destroying, or stealing any School property or property of School staff, students, or visitors

The following are examples of serious misconduct for which disciplinary action that will result in at least a disciplinary suspension and which may result in a discretionary expulsion:

- Making a bomb threat to the School or to any premises at which a School activity is occurring at the time of the threat
- Committing an act that would be a criminal offense if committed by an adult and that results in serious physical harm to people or property

- Bringing a firearm, knife capable of serious bodily injury, or other dangerous weapon to the School, onto School property, or to any interscholastic competition, extracurricular event, or other School activity
- Possessing a firearm, knife capable of serious bodily injury, or other dangerous weapon at the School, on School property, or at any interscholastic competition, extracurricular event, or other School activity, even if the weapon was initially brought to the School or activity by another person
- Sale, use, possession, or distribution, or attempt thereof, of alcohol or other intoxicating substances, illegal drugs, including marijuana, or controlled substances
- Arson, or attempt to commit arson
- Sexual harassment, assault, or imposition of School staff, students, or visitors

A student will be subject to a one-year mandatory expulsion if the student carries a firearm to the School or onto School property.

Date Adopted: _____

Discipline of Students with Disabilities

In matters relating to the disciplining of students with disabilities, the School shall abide by federal and state laws regarding discipline, suspension, and expulsion. The Executive Director will follow the guidelines below and ensure they are used properly when disciplining any student with a disability.

Removals for Not More Than 10 Days

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 non-disabled students. The School may place students removed for not more than 10 days in an appropriate interim alternative educational setting ("IAES"), if applicable, in another setting, or may suspend them. Removals for not more than 10 days are not considered a "change of placement" and the School is not obligated to provide services to students during those removals.

The School may 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 do not accumulate to more than 10 school days during a given school year, provided that those removals do not constitute a pattern of removals and therefore, a change of placement. An IEP meeting is not required when a removal is not a change of placement. However, if one or more IEP team members believe that the Student's behavior plan should be modified, the team shall meet to modify the plan and its implementation to the extent the team determines necessary.

Change of Placement

A change of placement occurs if a student is removed for more than 10 consecutive school days or if a student is subjected to a series of removals that accumulate to more than 10 school days or that constitute a pattern of removals. The School shall conduct a Manifestation Determination Review ("MDR") to examine a student's behavior before imposing disciplinary consequences that would amount to a change of placement.

If a change of placement occurs after the MDR, then the School must notify the parents of that decision. This notice must inform the parents of all the procedural safeguards accorded under the law. These safeguards include the MDR, 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 in another setting; and
- enable the student to progress toward meeting the goals set out in the student's IEP.

Manifestation Determination Review

The purpose of the MDR is to determine whether a student's disability caused, influenced, or otherwise impacted the 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.

No later than the date of the decision to take disciplinary action that may constitute a change of placement, the School must notify the parents of that decision and of all available procedural safeguards, including the MDR. The School and the parents shall determine which members of the IEP team are relevant to conduct the MDR. 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.

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 ("FBA") and implement a behavior intervention plan for the student, unless the School conducted an FBA prior to the MDR;
- 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, unless an exception applies.

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 non-disabled students, in the same manner and for the same duration, while continuing to provide appropriate services to the student.

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 conduct an FBA, if appropriate, and provide behavioral intervention services and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

Exceptions to the MDR Requirement

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, defined for purposes of this policy as 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 pocketknife with a blade of less than 2.5 inches in length;
- knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance; or
- has inflicted serious bodily injury on another person.

This authority can be exercised if a student commits any of the offenses described above at the School, on 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 to prevent reoccurrence, and continue to provide the student with educational services to enable the student to participate in the general education curriculum and to progress toward his or her IEP goals.

The School is still required to conduct an 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 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 by filing a due process complaint and may request an expedited due process hearing.

The School may also 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, shall not change unless the parents and the School agree otherwise, or upon admissions of School and parental 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.

If 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 parents and School agree otherwise. An expedited hearing will be arranged during an IAES appeal and will occur within 20 days of the hearing request. The hearing officer must make a determination within 10 school days after the hearing.

Discipline of Students on Section 504 Plans

Students on Section 504 Plans shall be generally afforded the same due process related to any proposed change in placement as provided to other students with disabilities. The School, however, may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any student on a Section 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 non-disabled students.

Emergency removal of a student on a Section 504 Plan from his or 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.

Date Adopted: _____

Positive Behavioral Interventions and Supports

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.

I. 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, or intrusive stimuli, 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 prescribed, or not administered as 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.

De-escalation Techniques: 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 used to describe the function or purpose that is served by a student's impeding behavior and to assist directly in designing educational programs and developing behavior plans with a high likelihood of success.

Mechanical Restraint: 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, unless it is a device used by trained school personnel or by a student for the specific and approved therapeutic or safety purposes for which such devices were designed and, if applicable, prescribed, including (a) restraints for medical immobilization; (b) 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 (c) 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; (d) an individual who is legally responsible for the child's welfare; (e) a surrogate parent who has been appointed in accordance with O.A.C. 3301-51-05(E); or (f) any person identified in a judicial decree or order as the child's parent 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 or her arms, legs, body, or head freely, but that does not include a physical escort, mechanical restraint, chemical restraint, or brief but necessary physical contact for the purposes of (a) breaking up a fight; (b) knocking a weapon away from student's possession;

(c) calming or comforting; (d) assisting a student in completing a task if the student does not resist the contact; or (e) preventing an impulsive behavior that threatens the student's immediate safety.

Positive Behavior Interventions and Supports (PBIS): a school-wide systematic approach that (a) embeds evidence-based practices and data driven decision-making in order to improve school climate and culture and achieve improved academic and social outcomes and increased learning for all students, and (b) encompasses a wide range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors, and teach appropriate behavior to students.

Positive Behavior Support Plan: the 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 a 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, administrators, counselors, social workers, school resource officers, teachers' aides, psychologists, bus drivers, 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, but is not physically restrained or prevented from leaving the area by physical barriers.

II. Creation of Positive Behavioral Intervention and Supports (PBIS)

The School shall establish an evidence-based schoolwide 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 identify conditions under which specific inappropriate behavior may occur and conduct preventive assessments that 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 assessment data, the School shall develop and implement preventative behavioral interventions that modify the environmental factors that escalate the inappropriate behavior, support the attainment of appropriate behavior; and use verbal de-escalation to defuse potentially violent dangerous behavior.

III. Prohibited Practices

The following practices 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 restricting breathing in any way;
 - 2. Pinning down with knees to torso, head, or neck;
 - 3. Using pressure points, pain compliance, or joint manipulation techniques;
 - 4. Dragging or lifting by 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; or
 - 6. Securing a student to another student or to a fixed object;
- 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 and Seclusion

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, when no other safe and effective intervention is possible, and when performed by trained staff, except in rare and unavoidable emergency situations in which trained staff are not immediately available.

Seclusion shall only be used 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. Seclusion shall not be used as a substitute for an education program, less restrictive alternatives, inadequate staffing, staff training in PBIS and crisis prevention and intervention. Seclusion shall not be used a form of discipline or punishment, a means to coerce or retaliate, or in a manner that endangers the students. The room or area used for seclusion may not be locked and must provide for adequate space, lighting, ventilation, visibility, and safety of students.

Staff must:

- A. Be appropriately trained to protect the care, welfare, dignity, and safety of the student;
- B. Continually observe the student in restraint or 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 from physical restraint or seclusion as soon as the immediate risk of physical harm to self or others has dissipated;
- E. Conduct a de-briefing with all 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 staff observations of the student.

V. Functional Behavioral Assessment

If the student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, the School shall conduct an FBA to identify the student's needs and more effective ways of addressing those needs. If necessary, this FBA should be used to develop a behavioral intervention plan (BIP) that incorporates appropriate positive behavioral interventions. The use of an FBA or BIP does not necessarily mean the student is considered a student with disabilities; FBAs and BIPs may be used for any student.

VI. Training and Professional Development

The School shall annually train all student personnel 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 for training student personnel, 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.

VII. Required Data and Reporting

Staff shall document each use of seclusion or restraint and report it to the Executive Director and the parents immediately. The School must create a written report of the incident, which shall be 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 (FERPA). The School shall report information regarding its use of seclusion and restraint annually, and upon request, to the Ohio Department of Education.

The School shall make this policy available to parents annually and shall post this policy on its website.

VIII. Monitoring and Complaint Procedures

The School shall establish a procedure for parents to submit written complaints regarding an incident of seclusion or restraint. The Executive Director must investigate every complaint and respond to the parent in writing within 30 days after the complaint is filed. Parents of students with disabilities 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.

Date Adopted: _____

ATTACHMENT 6.12 ADMISSIONS POLICY

1. Admissions and enrollment policy and procedures, including:
 - a. Specification 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 to:
 - i. Students who have obtained a specific grade level or are within a specific age group,
 - ii. Students who meet the definition of “at risk,” or
 - iii. Residents of a specific geographic area
 - c. Wait list and lottery procedures
2. Enrollment and attendance policy, which must require that parents notify the community school in which their child is enrolled when there is a change in the parent’s or student’s primary residence
3. Student residency and address verification policy, which must requires schools to verify the address of enrolling students and annually verify the residency of attending students, and must specify the number and type of documents to be used for residency verification
4. Open Enrollment Policy, if applicable
5. At-Risk Definitions, including gifted, if applicable

NOTE: Any change in the admissions or enrollment policies must be reported in writing to the Sponsor within five (5) business days.

Admissions and Lottery Standards

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, except that admission may be limited to residents of a specific geographic area, as defined in the School's Enrollment and Residency policy. The School will not discriminate in its admission of students based on race, color, national origin, religion/creed, disability, sex, or any other protected characteristic.

The School will not limit admission based on intellectual ability, measures of achievement or aptitude, or athletic ability, except that the School may limit its enrollment to the age/grade levels served, residents of a specific geographical area, and to "at-risk" students identified in the School's Enrollment and Residency policy. 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.

The School will limit enrollment to the capacity of its programs, classes, grade levels, and facilities. If there are more eligible applicants than spaces for any given grade or age grouping, students shall be admitted by lot from all those submitting applications. The school will require that parents notify the community school in which their child is enrolled when there is a change in the parent's or student's primary residence. Student residency verification will be conducted to verify the address of enrolling students and monthly verify the residency of attending students, and must specify the number and type of documents to be used for residency verification. Preference will be given to students attending the School the previous year, students who reside in the district in which the School is located, and to siblings of students attending the School the previous year. Preference may also be given to students who are the children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than five percent of the School's total enrollment.

Date Adopted: _____

ATTACHMENT 6.13 ATTENDANCE POLICIES

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including both the 105 hour automatic withdrawal procedures for students prior to November 1, 2018 and the 72 hour automatic withdrawal procedures for students after that date

NOTE: The School's attendance and participation records shall be made available, upon request, to the Ohio Department of Education, Auditor of 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.

Attendance, Truancy, and 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 School's attendance procedure 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 such as to prevent attendance at School;
2. Personal mental illness such that the student will not benefit from instruction;
3. Illness in the family if student is age 14 or older;
4. Quarantine of the home;
5. Death in the family;
6. Observance of religious holidays;
7. Court subpoena;
8. Medical Excuses;
9. Necessary work at home due to absence of parents/guardians;
10. Instruction at home from a person qualified to teach the branches of education in which instruction is required; or
11. An emergency or set of circumstances which in the judgment of the School constitutes a good and sufficient cause for absence.

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 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 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.

Upon return to School, the student must provide to the School a written statement from a parent of the cause for absence, or the absence will be considered unexcused. The Executive Director reserves the right to verify such statements and to investigate the cause of each individual absence.

Disciplinary Action for Unexcused Tardiness or Absence

Repeated unexcused absences/tardiness shall be grounds for disciplinary action. A student is tardy when a student is more than five minutes late for school or for a class. If a student misses more than half a class, the student will be marked absent for the class.

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

The Executive Director may act as the School's attendance officer or may designate a school employee or third party to act in this capacity. In the event that a child of compulsory school age is absent with a non-medical excuse or without legitimate excuse from the public school the child is supposed to attend for thirty-eight or more hours in one school month, or sixty-five or more hours in a school year, the School's attendance officer must notify a student's parents in writing within seven days after the date of the absence that triggered the notice requirement. Such students shall be deemed "excessively absent" from school. This notice must be sent within seven days of the absence that triggered the notice.

The School shall develop intervention strategies for all students who are excessively absent from school to encourage attendance. These strategies will be developed through consultation with the judge of the local juvenile court, the student's parents, and appropriate state and local agencies. These strategies shall include the following actions, to the extent applicable:

1. Providing a truancy intervention plan for any student who is excessively absent from school;
2. Providing counseling for a student who is habitually truant;
3. Requesting or requiring a parent to attend parental involvement programs and/or truancy prevention mediation programs;
4. Notification with the registrar of motor vehicles; and
5. Taking any and all legal action permissible or required under Ohio law.

A student will be deemed "habitually truant" if the student is absent without a legitimate excuse for 30 or more consecutive hours, 42 or more hours in a school month, or 72 or more hours in a 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.

The Executive Director will assign the student to an absence intervention team within seven school days of the absence that surpasses the threshold for habitual truancy. Membership on the team may vary based upon the needs of the student, but the team shall include two representatives of the School, at least one of whom knows the student. The team 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 the same seven school days, the School will make at least three good faith, meaningful attempts to secure the participation of the student's parent, guardian, custodian, or guardian ad litem on the team. If the parent responds but is unable to participate, the School will notify the parent of the right to participate by designee. If the parent does not respond, the School will investigate whether the failure to respond triggers mandatory reporting requirements and instruct the team to develop a plan for the child.

Within 14 days after assignment to the absence intervention team, the team shall develop an intervention plan to reduce or eliminate further absences. The plan shall be based on the individual needs of the student, but shall state that a complaint will be filed with the juvenile court within 61 days after the plan is implemented if the student refuses to participate in, or fails to make satisfactory progress on, the plan. Within seven days of making the plan, the School will make reasonable attempts to provide the student's parent with written notice of the plan.

If a student becomes habitually truant within the last 21 school days of the year, the School may, in its discretion, assign a school official to work with the student's parent and develop an absence intervention plan during the summer. The plan shall be implemented not later than seven days prior to the first day of instruction in the next school year. Alternatively, the School may toll the time period of the summer months and reconvene the absence intervention process upon the first day of instruction of the following school year.

Reporting

As soon as practicable, the School shall report to the Ohio Department of Education upon any of the following occurrences:

1. When a student is deemed excessively absent and the School sends a notice to the student's parents;
2. When a student is deemed habitually truant;
3. When the student who has been adjudicated an unruly child for being habitually truant violates the court order regarding that adjudication; or
4. When an absence intervention plan has been implemented for a student.

The attendance officer must file a complaint in juvenile court if, at any time during the implementation phase of the absence intervention plan or other intervention strategies, the student is absent without legitimate excuse for 30 or more consecutive hours or 42 or more hours in a school month, unless the absence intervention team has determined that the student has made substantial progress on the absence intervention plan. The attendance officer must also file a complaint in juvenile court on the 61st day after implementing an absence intervention plan if all of the following apply:

1. the student is deemed habitually truant;
2. the School has made meaningful attempts to reengage the student through the absence intervention plan and any offered alternatives to adjudication; and
3. the student has refused to participate in or failed to make satisfactory progress on the plan, as determined by the absence intervention team, or any offered alternatives to adjudication.

If the 61st day falls on a day during the summer months, at the School's discretion, the absence intervention team or attendance officer may extend the implementation of the plan and delay filing the complaint for an additional 30 days from the first day of instruction of the next school year.

Withdrawal

A student who fails to participate in 105 consecutive hours of learning opportunities without legitimate excuse will be automatically withdrawn. Otherwise, a parent may withdraw a student voluntarily by signing a Voluntary Withdrawal form.

Whenever a student withdraws from the School, the student's teacher shall ascertain the reason for withdrawal. The teacher shall immediately inform the Executive Director of the withdrawal and reason. If the Student withdrew because of a change in residence, the School shall determine the student's new residence and 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 residence.

If the student withdrew for reasons other than a change of residence and the School learns that the student is not enrolled in another school, the Executive Director shall notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the student's withdrawal and failure to re-enroll in a new school. The School shall give this notice within two weeks of learning that the student has not enrolled in another school.

Date Adopted: _____

ATTACHMENT 8.2
DISMISSAL OF EMPLOYEES

1. Employee dismissal procedures
2. Plan for disposition of employees if this Contract is terminated or not renewed

Employee Conduct and Discipline

It is the School's to treat all employees in a manner consistent with state and federal law and to administer all policies, procedures, rules, and regulations consistently. However, the School retains discretion to take appropriate corrective action, up to and including termination, when an employee's performance is unsatisfactory or when an employee violates the School's rules or policies. Disciplinary action may include counseling, verbal warnings, written warnings, disciplinary suspensions, or termination. These steps may be used in any order and at any time, depending on the seriousness of the misconduct and the disciplinary record of the offending employee. The Executive Director and the Board shall have complete discretion in administering the level of discipline.

Set forth below are examples of conduct that may result in disciplinary action, up to and including termination:

- Use, possession, sale, or being under the influence of controlled substances, alcohol or any intoxicating beverage, illicit substance, or illegal drugs, including marijuana obtained through a state-sponsored program, while performing any school duties and responsibilities, while at a school activity or event, or while on school property, including parking lots.
- Smoking, including the use of smokeless devices, vaping, and e-cigarettes, or use of other tobacco products on school property.
- Any act of dishonesty, including falsification, omission, or misrepresentation of information on any reports or records, including time statements, absence, sickness, or injury statements, assessments, or student or school records.
- Providing inappropriate assistance or information to students on assessments.
- Theft, destruction, damage, or unauthorized use of school property, funds, records, or confidential documents from the School, employees, students, or anyone on school property.
- Absenteeism or tardiness, including extending breaks and meal periods, leaving early, or other time misuse, or absence without notification to the Executive Director.
- Criminal conduct or acts of violence, threatening, intimidating, or harassing behavior, or bullying toward any student, employee, or visitor to the School.
- Negligent, careless, or unsafe operation of school property, vehicles, or equipment, including texting and other forms of distracted driving while driving on school business, regardless of whether the employee is in a school vehicle or his or her personal vehicle.
- Violation of or failure to observe any school policy or school safety or security regulation.
- Inability to manage the classroom or obtain results for academic achievement, if applicable.
- General acts of misconduct, including, but not limited to:
 - Conduct unbecoming of a teacher or school employee.
 - Interfering with others in the performance of their jobs or engaging or participating in any interruption of work.

- Defacing walls or other school property or displaying items that are offensive or discriminatory.
- Sleeping or loafing in working areas during working hours, not during breaks or meal periods.
- Rudeness, discourtesy, use of abrasive or profane language, or other unprofessional behavior toward any student, employee, or visitor while on school property or representing the School.
- Insubordination, including but not limited to refusal to comply with work assignments or instructions given by the Executive Director or any other supervisor, failure to observe any school rule or regulation, or belligerent, defiant, abusive, or threatening conduct or speech toward any student, employee, or visitor to the School.
- Use of headphones or personal electronic devices in the classroom.
- Horseplay.
- Failure to exercise reasonable judgment that has a serious impact on academic outcomes.
- Discriminatory or retaliatory conduct.
- Refusal to cooperate in a disciplinary action or investigation.

Date Adopted: _____

Termination of Employment

Unless the employee has a written contract, all employment at the School is at will, meaning either the employee or the School may terminate the employment relationship at any time. When an employee wishes to resign, the School requests that the employee submit his or her resignation in writing at least 30 days prior to the effective date.

If a teacher has a written contract, the teacher may not terminate his or her contract after July 10 of a given school year or during the school year without the consent of the Board. At any other time, the teacher may terminate his or her written contract by giving five days' written notice to the Board. The Board may, in its sole discretion, file a complaint with the State Board of Education against a teacher who violates this policy. This notification requirement applies only to teachers with written contracts and does not apply if the teacher has an at-will employment relationship with the School.

Terminated or resigning employees will be paid the hours worked during the current pay period on the next scheduled pay period on the next scheduled pay date following the termination of employment, unless required otherwise by law.

The Board reserves the right to eliminate positions and reduce staff as deemed necessary based on a variety of factors, such as student enrollment and the organizational needs of the School. The Executive Director shall make recommendations for staff reduction and report them to the Board.

Disposition of Employees If School Closes

If the School's community school contract with its Sponsor is not renewed and the School is not able to find another sponsor, or if the School decides to close, the School will notify employees in writing no later than April 1 of the final school year during which the School will operate. If the School receives a suspension or termination notice from the Sponsor, the School will notify all employees in a timely manner once it becomes clear that another resolution cannot be reached and it will be necessary for the School to close. The School will provide references for all employees, upon request.

Date Adopted: _____

ATTACHMENT 8.3
EMPLOYEE BENEFITS

1. Description of any health or other benefits provided by the School or its operator 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 Sponsor in writing within five (5) business days of amendment or change.

Heir Force Community School, IRN# 000613, currently provides the following benefits to our staff:

1. Health insurance through Medical Mutual...we pay 70% of the cost for teachers and 80% of the cost for administrative staff.
2. Dental insurance through Ameritas...we don't pay any of the cost, we just make it available for them to purchase if they want to.
3. Vision insurance through Ameritas...we don't pay any of the cost, we just make it available for them to purchase if they want to.

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.



MANGEN & ASSOCIATES, LLC

People • Direction • Results

Our purpose: Help schools achieve long-term academic and financial success.

The vision of M&A Education Financial Services is for all children and young adults to have access to high quality education options designed to build world-class academic, personal, interpersonal and vocational competencies.

We're here to support education leaders capable of advancing this vision.

FINANCIAL SERVICES PROPOSAL FOR

Heir Force Community School

150 W. Grand Avenue

Lima, Ohio 45801

For Period: July 1, 2020 to June 30, 2023

PREPARED BY

Doug Mangen
Mangen & Associates, LLC
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The M&A Team

Introduction

Mangen & Associates is an Ohio-based public school financial management firm with schools/offices in Dayton, Columbus, Cincinnati, Cleveland, Lima, Mansfield and Toledo. Our teams specialize in managing highly effective operations for public schools and foundations dedicated to supporting quality inner-city education initiatives. We are dedicated to helping visionary school leaders obtain the resources necessary to improve educational opportunities for children throughout Ohio. Our core focus is to assist high-quality education leaders by providing proven and effective instruction, school operations and financial management services.

Team of Professionals

M&A is a team of highly-skilled professionals who understand the uniqueness of public schools. M&A recruits, tests, and hires the best. Our team of professionals includes current and former district school treasurers, former school principals, financial managers with business and public education experience, top graduate students from local colleges and universities, CCIP Coordinators, accountants and EMIS specialists with many years of traditional and charter public school experience in Ohio.

Constant Coverage

One of the benefits of having multiple treasurers, multiple accountants, multiple EMIS/SOES Coordinators, multiple CCIP Consultants, etc. is the continuous coverage for all of these important functions. Covering vacations, sick days, family emergencies, and employee transitions are not an issue when several high-quality professionals are on staff. In addition, M&A attracts and retains extremely talented individuals with the opportunity to advance their careers within the organization.

Service Offerings

Mangen & Associates and partners specialize in the delivery of high quality public school instruction, operations, and financial management services, including:

- ❖ Instruction Support
 - District Academic Planning
 - Curriculum development
 - Independent Student Assessment Validation
 - Student Competency Portfolios
 - Student Individual Learning Plans
 - Instruction Staff Talent Pipeline
 - Independent Instruction Staff Evaluations
 - Culture and Discipline Planning and Implementation
 - Family Connections
 - Special Education
 - Instruction Policies and Procedures

- ❖ Operations / Business Management
 - Facilities Management
 - Technology Management
 - Transportation Management
 - Student Records
 - Sponsor, State and Federal Operating Compliance
 - Food Services Management
 - Purchasing
 - Inventory Management
 - Human Resources Management
 - Equipment Repair and Maintenance Management
 - Furniture Repair and Maintenance Management
- ❖ Financial Management
 - Financial Planning, Performance and Processes
 - Board / Sponsor Financial Reporting and Presentations
 - Bank Financial Reporting and Presentations
 - Contract Negotiations and Reconciliations
 - Certified Treasurer Services
 - USPS Payroll Processing
 - City, State, Federal Tax Filings
 - USAS Payables Processing
 - Cash Flow Management
 - Internal Audits
 - State/Federal Audit Preparation and Management
 - CCIP Program Development and Alignment
 - Federal Program Budgeting
 - Ongoing Federal Program Monitoring
 - Submission of Final Expenditure Reports
 - State Reporting of Student Information
 - State Reporting of Staff Information
 - State Reporting of Financial Information
 - EMIS Compilation and Submission
 - Responses to ODE and auditor requests

Establishing Fiscal Controls

As charter schools in Ohio enter a new stage of fiscal operations, proper financial procedures aligned with the appropriate checks and balances will provide peace of mind to Board members and set the stage for many years of clean audits. M&A is extremely proud of its reputation for providing highly efficient and effective financial procedures.

Long-Term Financial Planning

Every organization should have a roadmap for their financial goals and expectations. For Ohio charter schools, there will likely be a variety of financial opportunities and challenges during the next several years. Independent financial planning support from experienced partners will provide these schools with an extra layer of advice/guidance as the organization strives to be a highly effective and fiscally sound entity.

Fiscal Policies and Procedures

Ohio charter school boards communicate and confirm the direction and compliance requirements for the organization by establishing meaningful board policies based upon state and federal laws, rules and regulations. As these laws continue to change, many of the board policies and compliance requirements are also changing. M&A will help your school through this process by providing advice/guidance in establishing and implementing the appropriate policies and procedures.

Making Financial Reports Less Confusing

School accounting is a unique method of tracking revenue and expenditures often defined by state regulations and expectations. Education professionals and private sector professionals speak a different language when it comes to school finance. Financial reports produced by school treasurers often focus on meeting the compliance needs of the state more than providing cogent financial information for board members. Consequently, many board members (including business and finance professionals) are confused by a complex set of cash reports that do not accurately convey the past, current, or future financial condition of the school. M&A financial reports are designed to make financial monitoring easy for every Board member, regardless of their financial expertise. In addition, the administrative team receives the level of fiscal detail necessary to achieve the highest level of performance possible within their area of responsibility.

Audit Preparation

State and Federal audits are an important aspect for every public entity. M&A is diligent about constant record retention, adherence to board policies, and providing appropriate documentation for all accounting transactions. This mode of operation has allowed M&A to build a very solid reputation with area auditors.

Trust

There is no substitute for an honest, transparent and trusting relationship. M&A has established many long-term relationships built on honesty, integrity and trust.

M&A Leadership Team for Heir Force Community School

- Doug Mangen, Certified School Treasurer
- Nicki Hagler, Senior Accountant and Certified School Treasurer
- David Mangen, Accounting Specialist and Certified School Treasurer
- Patrick Hairston, Accounting Specialist
- Susan Fanning, EMIS/SOES Specialist
- Kathy Moosbrugger, EMIS/SOES/CRRS Specialist

Proposed Services for Heir Force Community School

Financial Management Services:

1. Long-Term Financial Planning

- a. *Align strategic plan with five-year financial plan*
- b. *Provide options (based on best case practices) for strategic priorities in five-year plan*
- c. *Outline major expenditures and document assumptions*
- d. *Develop negotiation strategy for major expenditures in five-year plan*
- e. *Construct term sheets and preliminary agreements for large purchases*
- f. *Provide oversight and guidance for all bid processes and/or negotiations.*

2. Ongoing Financial Management Support

- a. *Ongoing budget reviews and support in managing to budget*
- b. *Provide cash flow management advice and guidance*
- c. *Ongoing financial assessments*
- d. *Monthly and Quarterly Financial Reports for Board and Administration*
- e. *Mid-Year and End-of-Year Financial Summaries and Recommendations*
- f. *Financial benchmarking built into the five-year financial plan*
- g. *Evaluation of trend and comparative data from other similar community and traditional public schools when available.*
- h. *Introduce best case practices when relevant.*

3. Coordination between Grants and Financial Management

- a. *Integration of grants into long-term financial strategies*
- b. *Accounting alignment with grant reporting requirements*
- c. *Grant administration to ensure alignment with USAS coding and state/federal reporting requirements*
- d. *Ensure checks and balances within accounting operations*
- e. *Assurance of accurate accounting data for presentation of financial reports, analysis, and recommendations*

Treasurer and Accounting Services:

1. Treasurer of Record

- a. *Signatory to certify availability of funds*
- b. *Establish appropriate checks and balances*
- c. *Oversee administration of payroll and payables*
- d. *Accommodate SERS and STRS filing and payment requirements*
- e. *Complete all required state and federal reports and financial EMIS data*
- f. *Plan and implement reserve growth plan and ORC135 investments*
- g. *Prepare and oversee budget and long-term financial plan*
- h. *Ensure adherence to established board policies*
- i. *Provide equity position updates with budget*
- j. *Provide ongoing training and support to Director/Board in school funding and accounting*
- k. *Assistance with accessing and managing all government and private grants*

2. **Provide an efficient and effective accounting system**
 - a. Use a model purchase requisition, order, invoice, payment process
 - b. Certify funds for all contracts and purchases over \$500
 - c. Process receipts, payables, and payroll through State Software
 - d. Maintain a capital asset and inventory ledger
 - e. Present monthly fund balances for each restricted and non-restricted fund
 - f. Reconcile all bank statements and USAS reports monthly
 - g. Provide monthly, quarterly, mid-year, and annual financial information, including ending fund balances for each fund, receipts/disbursements summary, cash flow analysis, and year-to-date budget/actual analysis.

3. **CCIP Grants Management – Consolidated Continuous Improvement Program Grant Writing and Administration**
 - a. Coordinate efforts with HFCS educational leaders as well as the Treasurer to ensure efficient, effective and proper use of CCIP funds
 - b. Provide District CCIP Plan writing/editing assistance & CCIP budget coordination
 - c. Provide ongoing CCIP budget reviews with treasurer
 - d. Provide assistance with any CCIP carryover allocations
 - e. Provide assistance with compliance/audit (PACTS). Director will be responsible for completing PACTS self-evaluation
 - f. Draft PCRs and FERs for treasurer approval

If both parties agree a competitive grant has a high alignment with core academic program and has a high probability of a successful award:

- a. Provide grant application/writing and assembly
 - b. Organize grant submission
 - c. Provide follow-up documentation and support
 - d. Provide post-award grant administration
- (Note: Director will provide education plans required for grant submissions and ensure all awarded grants are implemented according to submitted plan.)

HR Services:

1. **Employee Contract Management**
 - a. Prepare all employee contracts using Employee Payroll Submission Roster and employee contract template provided by HFCS
 - b. Dispatch employee contracts to employees either by mail or electronically by an agreed upon timeframe between M&A and HFCS
 - c. Secure signed contracts from employees by a deadline determined by M&A.
 - d. Provide copies of employee contracts for salary schedule and processing, along with a copy for HFCS and employee.

Pricing for Proposed Services

The one-time (start-up) and monthly fees for the M&A services described on page 5 and 6 of this proposal are outlined below:

| <u>Proposed Services</u> | <u>Start-Up Fee</u> | <u>Monthly Fee</u> |
|---|---------------------|---|
| 1. Financial Management <ul style="list-style-type: none"> a. Long-Term Financial Planning b. Ongoing Financial Management Support c. Coordination – Grants, Accounting and Financial Mgt. | | |
| 2. Treasurer and Accounting <ul style="list-style-type: none"> a. Treasurer of Record and Treasurer Services b. Full Accounting Services c. CCIP Grant Administration | | |
| TOTAL FIN MGT, TREASURER AND ACCT SERVICES | None | \$6,225 in FY18 \$6,400 in FY19 \$6,575 in FY20 <u>\$6,750 in FY21</u> <u>\$6,925 in FY22</u> <u>\$7,100 in FY23</u> |
| 3. HR Services <ul style="list-style-type: none"> a. Employee Contract Management | None | \$750 \$850 for FY21-FY23 |

Notes:

1. *The pricing outlined above is based upon the provision of all proposed services provided by M&A. Individual line pricing may be higher if some elements are not included.*
2. *Client is responsible for providing all information and access necessary for M&A to complete the tasks outlined above.*
3. *School agrees to pay M&A the standard 5% grant administration fee for all competitive grants awarded beyond the standard CCIP Consolidated grants. This additional fee only applies after HFCS has received competitive grant funds.*



This agreement is entered into as of the 1st day of July, 2020 (effective date) between Mangen & Associates, LLC (“M&A”) and Heir Force Community School (“Client”).

This Agreement shall be deemed accepted upon the return to M&A of a copy of this Agreement signed and dated by the Client. This Agreement will supersede all previous Agreements between M&A and the Client.

1. **Services; Pricing.** Subject to the terms and conditions of this Agreement, M&A shall provide the services described in the proposal attached hereto (the “Proposal”) at the applicable prices set forth in the Proposal. Client and M&A shall agree upon any additional charges in a separate agreement or as an amendment to this Agreement. Services specifically exclude matters not addressed in the Proposal, including but not limited to the exclusion of responsibility of EMIS data entry or any other verification of the accuracy of the EMIS data submitted by School’s representatives or contractors.
2. **Client Responsibilities.** During the term of this agreement, the Client recognizes and agrees that compliance by Client with the foregoing responsibilities (collectively, the “Client Responsibilities” as stated in the proposal) is necessary for M&A to fulfill its obligations under this Agreement. In addition, Client’s student data support staff person must sign all data entry documents as a responsible party to the accuracy of data submitted to the EMIS Coordinator.
3. **Expenses.** Client shall reimburse M&A for any direct costs incurred by M&A while performing the Services. Appropriate documentation of any such costs will be provided by M&A to Client.
4. **Payment Terms.** The Client assumes the responsibility for prompt payment of all fees. Invoices will be submitted upon completion of the services by M&A for payment by Client each month. Payment is due upon receipt and is considered past-due twenty (20) business days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify M&A in writing within ten (10) business days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the M&A's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein. A finance charge of 0.5% per month on the unpaid amount of an invoice will be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, M&A may suspend performing further work until all invoices are paid. Client is responsible for all payments through the end of the term even if services are suspended due to delinquent payments.
5. **Warranty.** M&A warrants that the Services shall be performed in a reasonable and prudent manner. In the event the Services do not meet the foregoing warranty and Client

has performed the Client Responsibilities, M&A shall, at its option, either refund to Client the amount paid by Client for the Services, or re-perform the Services. Except as specifically stated in this Section, M&A makes no warranties, express or implied, including any implied warranty of merchantability, and fitness for a particular purpose, and does not guarantee the receipt of any state foundation payments and/or grant proceeds by Client.

6. ***Indemnifications; Limitation of Liability.*** Nothing herein shall be construed to create any liability or responsibility of M&A, its directors, officers, contractors, agents, representatives or employees (collectively, the "M&A Group"), for any act or omission of Client, its current or former directors, officers, agents and employees or any party acting as fiscal agent or advisor for Client (other than M&A). Client shall indemnify, defend and hold harmless the M&A Group from any and all claims, charges, demands, damages, loss, liability, cost and expense (including reasonable attorneys' fees) arising out of or resulting from (i) acts or omissions of any current or former director, officer, agent, or employee of Client or any party acting as fiscal agent or advisor for Client (other than M&A), (ii) inaccurate data given to M&A or the Ohio Department of Education by Client, and (iii) claims caused by the negligence or willful misconduct of Client or its agents and employees and from all Claims arising from or relating to actions taken by M&A at the direction of Client, its governing board, or any of its officers or employees, at any time before, during or after commencement of this Agreement. The provisions of this paragraph shall survive any termination of this Agreement. M&A's person assigned to fiscal matters for Client shall be named individually as an additional insured on Client's director's and officers' liability coverage and proof of the same must be provided to M&A before services begin. Client must also name its EMIS coordinator/manager on its directors and officers/errors and omissions insurance coverage and copy M&A.

IN NO EVENT SHALL M&A BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF M&A IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL M&A BE LIABLE FOR ACTUAL DAMAGES OR LOSSES IN EXCESS OF THE MONTHLY AMOUNT PAID BY CLIENT TO M&A FOR THE SPECIFIC SERVICE.

7. ***Termination; Effect of Termination.*** Either party may terminate this Agreement without cause by giving the other party at least 90 days prior written notice. Upon termination of this Agreement for any reason, Client shall pay M&A all amounts due through the date of termination. Should Client abandon or cease operations, or close for any reason, whether voluntarily or not, this agreement shall terminate on the day of the cessation of operations. Any follow-up, closure or audit services may be contracted for at or before that time for a separate fee and M&A may ask for a retainer or security for payment at that time. Client must notify M&A immediately upon receipt of any notice or knowledge of closure or cessation of operations.
8. ***Independent Contractor Status.*** Nothing in the Proposal or this Agreement is intended or shall be construed to create an employment relationship or a partnership between M&A and Client. M&A reserves the right to contract for similar services (and other school support services) with other individuals, schools, non-profits, businesses and/or philanthropic foundations.

9. **Solicitation.** From the date of this Agreement through the fifth anniversary of Final Acceptance neither M&A nor Client shall hire, engage, solicit the services of, or induce any employee of the other to terminate such employment.
10. **Force Majeure.** M&A will not be deemed to be in default of or to have breached any provision of the Proposal or this Agreement because of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, interruptions of transportation, laws, regulations, acts or orders of any government or agency, other catastrophes, inability to obtain material or any other occurrence beyond M&A's reasonable control.
11. **Intellectual Property.** The ownership of copyright for any written documentation created exclusively for Client as part of the Services shall vest in M&A and Client.
12. **Amendment.** No modification or amendment of the Proposal or this Agreement shall be binding unless it is in writing and signed by the party against whom enforcement is sought.
13. **Assignment.** Neither party may assign this Agreement without the express written consent of the other party.
14. **Complete Agreement.** The Proposal and this Agreement are the complete and exclusive agreement and understanding between the parties concerning the subject matter of hereof. The terms of this Agreement shall govern if there is a conflict between the Proposal and this Agreement.

Confirmation of Agreement

The Heir Force Community School and Mangen & Associates agree to abide by the terms of this Agreement. Authorized agents for the Boards of Heir Force Community School and Mangen & Associates have read the above stated Agreement and confirm their agreement to the terms by signing below:

Mangen & Associates

6640 Poe Ave., Suite 400
Dayton, Ohio 45414

Heir Force Community School

150 W. Grand Avenue
Lima, Ohio 45801

_____ Date _____
AUTHORIZED SIGNATURE

_____ Date _____
AUTHORIZED SIGNATURE

NAME/TITLE (PLEASE PRINT)

NAME/TITLE (PLEASE PRINT)

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

DOUGLAS J MANGEN

THIS LICENSE AWARDED TO

OH1470116

EDUCATOR STATE ID

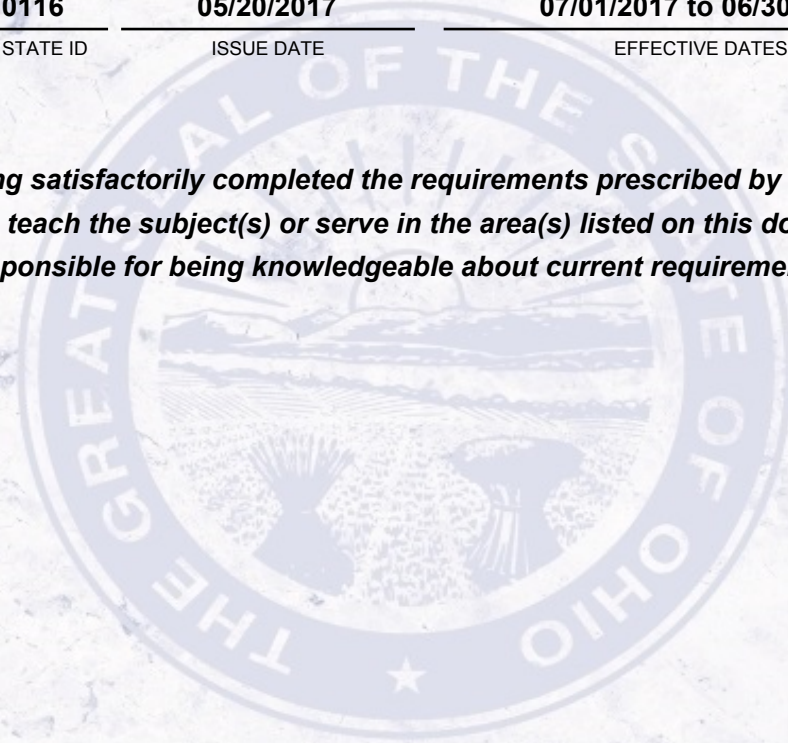
05/20/2017

ISSUE DATE

07/01/2017 to 06/30/2022

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 # 21397096

Employers may verify this credential by going to Educator Profile on education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.

Paolo DeMauro

Superintendent of Public Instruction

ATTACHMENT 9.4
FISCAL BOND OR POOLED INSURANCE

1. Treasurer's Bond or Insurance Policy Declaration Page

NOTE: Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days.

THE
CINCINNATI
INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: 0317811
Bond Amount: \$25,000
Bond Origination Date: 1/1/10

Principal: DOUGLAS J MANGEN
1611 CAROLINA DRIVE
VANDELIA OH 45377

Obligee: STATE OF OHIO
HEIR FORCE COMMUNITY SCHOOL

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 01-01-2020 .

Signed and sealed this 02ND day of NOVEMBER 2018 .



THE CINCINNATI INSURANCE COMPANY

Christine A. Heeler

ATTORNEY-IN-FACT

Agency: SAVAGE-MCVICKER INSURANCE INC
4331 KEYSTONE DR STE C
MAUMEE OH 43537

34-366 (419) 891-4666

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Scott E. McVicker; Darrel R. Limes; Sherry L. McVicker; Jacob E. McVicker; Sandra L. Martin and/or Christina A. Heller

of Maumee, Ohio

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any 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."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a 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 Secretary 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 CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, 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 Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, 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 Company at Fairfield, Ohio.

this 4th day of December, 2018



Signature of Scott R. Bolan

Assistant Secretary

Savage McVicker Insurance, Inc

4331 Keystone Dr. Suite C
Maumee, OH 43537
Phone: 419-891-4666 Fax: 419-891-4680

| | | |
|---------------------------|------------|------------|
| INVOICE NO. 111130 | | Page 1 |
| ACCOUNT NO. | CSR | DATE |
| MANGE-1 | CB | 11/19/2019 |
| BALANCE DUE ON | | |
| 01/01/2020 | | |
| AMOUNT PAID | AMOUNT DUE | |
| | \$80.00 | |

Douglas J. Mangen
1611 Carolina Drive
Vandalia, OH 45377

| Due Date | Trn | Type | Policy # | Loan # | Description | Amount |
|----------|-----|------|----------|--------|-----------------------------|---------|
| 01/01/20 | REN | BNDS | B0317811 | | Heir Force Community School | \$80.00 |

Invoice Balance:

\$80.00

OK to pay
[Signature]
11/26/19



THE
CINCINNATI
INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: 0317811
Bond Amount: \$25,000
Bond Origination Date: 1/1/10

Principal: DOUGLAS J MANGEN
1611 CAROLINA DRIVE
VANDELIA OH 45377

Obligee: STATE OF OHIO
HEIR FORCE COMMUNITY SCHOOL

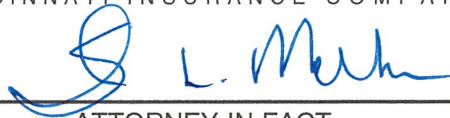
It is expressly understood and agreed that the subject bond and all renewal or continuation certificates attached thereto (including this one) are not cumulative, and that the total liability of THE CINCINNATI INSURANCE COMPANY under the attached bond and all such renewal or continuation certificates shall not exceed the penalty named in the subject bond.

This bond is extended to 01-01-2021 .

Signed and sealed this 02ND day of NOVEMBER 2019 .



THE CINCINNATI INSURANCE COMPANY



ATTORNEY-IN-FACT

Agency: SAVAGE-MCVICKER INSURANCE INC
4331 KEYSTONE DR STE C
MAUMEE OH 43537

34- 366 (419) 891-4666

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.

FY20 - October 2019 submission
 IRN No.: 000613
 Type of School: Brick and Mortar
 Contract Term: June 30, 2020

County: Allen

School Name: Heir Force Community School
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2017 through 2019, Actual and
 the Fiscal Years Ending 2020 through 2024, Forecasted

| | Actual | | | Forecasted | | | | |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| | Fiscal Year FY17 | Fiscal Year FY18 | Fiscal Year FY19 | Fiscal Year FY20 | Fiscal Year FY21 | Fiscal Year FY22 | Fiscal Year FY23 | Fiscal Year FY24 |
| Operating Receipts | | | | | | | | |
| State Foundation Payments (3110, 3211) | \$ 1,966,846 | \$ 1,877,366 | \$ 1,917,388 | \$ 1,935,943 | \$ 2,117,047 | \$ 2,309,506 | \$ 2,501,965 | \$ 2,694,424 |
| Charges for Services (1500) | 275 | 134 | 116 | - | - | - | - | - |
| Fees (1600, 1700) | 11,601 | 15,146 | 10,699 | - | - | - | - | - |
| Other (1830, 1840, 1850, 1860, 1870, 1890, 3190) | 81,453 | 80,609 | 13,645 | 510 | - | - | - | \$ - |
| Total Operating Receipts | \$ 2,060,175 | \$ 1,973,255 | \$ 1,941,848 | \$ 1,936,453 | \$ 2,117,047 | \$ 2,309,506 | \$ 2,501,965 | \$ 2,694,424 |
| Operating Disbursements | | | | | | | | |
| 100 Salaries and Wages | \$ 1,160,603 | \$ 1,079,723 | \$ 1,052,745 | \$ 1,072,027 | \$ 1,014,058 | \$ 1,092,389 | \$ 1,139,437 | \$ 1,186,485 |
| 200 Employee Retirement and Insurance Benefits | 273,167 | 300,446 | 286,690 | 285,051 | 253,398 | 278,729 | 292,475 | \$ 306,221 |
| 400 Purchased Services | 975,234 | 953,398 | 850,730 | 816,910 | 1,020,194 | 1,049,780 | 1,080,223 | \$ 1,110,667 |
| 500 Supplies and Materials | 258,244 | 220,560 | 73,460 | 97,050 | 385,973 | 404,717 | 421,159 | \$ 437,601 |
| 600 Capital Outlay -New | 10,487 | 3,244 | 8,858 | - | - | - | 50,000 | \$ 100,000 |
| 700 Capital Outlay - Replacement | - | - | - | - | - | - | - | \$ - |
| 800 Other | 20,382 | 37,734 | 66,856 | 10,700 | 3,016 | 3,063 | 3,109 | \$ 3,155 |
| 819 Other Debt | - | - | - | - | - | - | - | - |
| Total Operating Disbursements | \$ 2,698,117 | \$ 2,595,105 | \$ 2,339,338 | \$ 2,281,738 | \$ 2,676,639 | \$ 2,828,678 | \$ 2,986,403 | \$ 3,144,129 |
| Excess of Operating Receipts Over (Under) | | | | | | | | |
| Operating Disbursements | \$ (637,942) | \$ (621,851) | \$ (397,491) | \$ (345,285) | \$ (559,592) | \$ (519,172) | \$ (484,438) | \$ (449,705) |
| Nonoperating Receipts/(Disbursements) | | | | | | | | |
| Federal Grants (all 4000 except fund 532) | \$ 491,598 | \$ 397,588 | \$ 376,911 | \$ 346,006 | \$ 561,503 | \$ 607,167 | \$ 652,831 | \$ 698,495 |
| State Grants (3200, except 3211) | - | - | 5,363 | - | - | - | - | - |
| Restricted Grants (3219, Community School Facilities Grant) | - | - | - | - | - | - | - | - |
| Donations (1820) | - | - | 500 | - | - | - | - | - |
| Interest Income (1400) | - | - | - | - | - | - | - | - |
| Debt Proceeds (1900) | - | - | - | - | - | - | - | - |
| Debt Principal Retirement | - | - | - | - | - | - | - | - |
| Interest and Fiscal Charges | - | - | - | - | - | - | - | - |
| Transfers - In | - | - | - | - | - | - | - | - |
| Transfers - Out | - | - | - | - | - | - | - | - |
| Total Nonoperating Revenues/(Expenses) | \$ 491,598 | \$ 397,588 | \$ 382,774 | \$ 346,006 | \$ 561,503 | \$ 607,167 | \$ 652,831 | \$ 698,495 |
| Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements | \$ (146,344) | \$ (224,262) | \$ (14,717) | \$ 721 | \$ 1,911 | \$ 87,995 | \$ 168,393 | \$ 248,790 |
| Fund Cash Balance Beginning of Fiscal Year | \$ 919,711 | \$ 773,367 | \$ 549,105 | \$ 534,388 | \$ 535,109 | \$ 537,020 | \$ 625,015 | \$ 793,408 |
| Fund Cash Balance End of Fiscal Year | \$ 773,367 | \$ 549,105 | \$ 534,388 | \$ 535,109 | \$ 537,020 | \$ 625,015 | \$ 793,408 | \$ 1,042,198 |

FY20 - October 2019 submission
 IRN No.: 000613
 Type of School: Brick and Mortar
 Contract Term: June 30, 2020

County: Allen

School Name: Heir Force Community School
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2017 through 2019, Actual and
 the Fiscal Years Ending 2020 through 2024, Forecasted

Assumptions

Staffing/Enrollment

| | Actual | | | Forecasted | | | | |
|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| | Fiscal Year FY17 | Fiscal Year FY18 | Fiscal Year FY19 | Fiscal Year FY20 | Fiscal Year FY21 | Fiscal Year FY22 | Fiscal Year FY23 | Fiscal Year FY24 |
| Total Student FTE | 258 | 242 | 239 | 235 | 275 | 300 | 325 | 350 |
| Instructional Staff | 24 | 24 | 23 | 21 | 22 | 22 | 23 | 24 |
| Administrative Staff | 13 | 8 | 6 | 6 | 10 | 10 | 11 | 11 |
| Other Staff | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 |

Purchased Services

| | | | | | | | | |
|----------------------------|---------------|---------------|---------------|---------------|-----------------|-----------------|-----------------|-----------------|
| Rent | \$ 466,312.31 | ##### | ##### | ##### | ##### | ##### | ##### | \$ 553,066 |
| Utilities | 131,519.93 | 100,003.47 | 173,171.00 | 180,575.00 | 91,353.49 | 94,002.74 | 96,728.82 | \$ 99,455 |
| Other Facility Costs | 49,231.70 | 32,796.14 | 38,928.00 | 40,575.00 | 57,215.36 | 58,874.61 | 60,581.97 | \$ 62,289 |
| Management Fee | - | - | - | - | - | - | - | \$ - |
| Sponsor Fee | 21,419.91 | 46,866.45 | 46,228.00 | 46,535.00 | 51,412.58 | 52,903.54 | 54,437.74 | \$ 55,972 |
| Contingency | - | - | - | - | 25,725.00 | 26,471.03 | 27,238.68 | \$ 28,006 |
| Transportation | 1,649.40 | 2,569.00 | 4,375.00 | 4,000.00 | 2,737.42 | 2,816.81 | 2,898.49 | \$ 2,980 |
| Legal | 8,802.00 | 9,277.74 | 7,649.00 | 7,500.00 | 1,058.84 | 1,089.55 | 1,121.14 | \$ 1,153 |
| Marketing | 1,218.00 | 975.00 | 3,240.00 | 3,500.00 | 1,699.44 | 1,748.72 | 1,799.44 | \$ 1,850 |
| Consulting | 9,192.50 | 23,551.00 | 140,810.00 | 88,880.00 | 53,663.74 | 55,219.99 | 56,821.37 | \$ 58,423 |
| Salaries and Wages | - | - | - | - | - | - | - | \$ - |
| Employee Benefits | - | - | - | - | - | - | - | \$ - |
| Special Education Services | 33,510.82 | 19,637.00 | 35,210.00 | 39,445.00 | 29,954.61 | 30,823.30 | 31,717.17 | \$ 32,611 |
| Technology Services | 98,909.25 | 98,601.67 | 32,624.00 | 35,000.00 | 58,926.32 | 60,635.19 | 62,393.61 | \$ 64,152 |
| Food Services | 153,468.18 | 152,638.71 | 126,683.00 | 120,000.00 | 138,432.77 | 142,447.32 | 146,578.29 | \$ 150,709 |
| Other | - | - | - | - | - | - | - | \$ - |
| Total | \$ 975,234.00 | \$ 953,397.86 | \$ 850,730.00 | \$ 816,910.00 | \$ 1,020,194.18 | \$ 1,049,779.81 | \$ 1,080,223.43 | \$ 1,110,667.04 |

| | | | | | | | | |
|---|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Insurance (USAS code of 851 - incl in Other) | 7,655.00 | 8,944.00 | 22,776.00 | 15,435.00 | 15,882.62 | 16,343.21 | 16,817.16 | \$ 17,291 |
| Audit Fees (USAS code of 843 - incl in Other) | 1,537.50 | 6,998.00 | 865.00 | 4,699.44 | 4,835.73 | 4,975.96 | 5,120.27 | \$ 5,265 |

Financial Metrics

| | | | | | | | | |
|---|-------|---------|---------|----------|--------|-------|-------|---------|
| Debt Service Payments | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Debt Service Coverage | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Growth in Enrollment | 0.00% | -6.14% | -1.44% | -1.67% | 17.02% | 9.09% | 8.33% | 7.69% |
| Growth in New Capital Outlay | 0.00% | -69.07% | 173.05% | -100.00% | 0.00% | 0.00% | 0.00% | 100.00% |
| Growth in Operating Receipts | 0.00% | -4.22% | -1.59% | -0.28% | 9.33% | 9.09% | 8.33% | 7.69% |
| Growth in Non-Operating Receipts/Expenses | 0.00% | -19.12% | -3.73% | -9.61% | 62.28% | 8.13% | 7.52% | 6.99% |
| Days of Cash | 0.34 | 0.30 | 0.23 | 0.23 | 0.20 | 0.19 | 0.21 | 0.25 |

FY20 - October 2019 submission
 IRN No.: 000613
 Type of School: Brick and Mortar
 Contract Term: June 30, 2020

County: Allen

School Name: Heir Force Community School
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2017 through 2019, Actual and
 the Fiscal Years Ending 2020 through 2024, Forecasted

Assumptions Narrative Summary

| Fiscal Year 2020-2024 Projected Debt | | | | | |
|--------------------------------------|------------------------|----------------------|------------------|---------------------|------------------|
| Description | Beginning Year Balance | Principle Retirement | Interest Expense | Ending Year Balance | Debitor/Creditor |
| FTE Review | \$ - | \$ - | \$ - | \$ - | |
| Loan A | \$ - | \$ - | \$ - | \$ - | |
| Loan B | \$ - | \$ - | \$ - | \$ - | |
| Line of Credit | \$ - | \$ - | \$ - | \$ - | |
| Notes, Bonds | \$ - | \$ - | \$ - | \$ - | |
| Capital Leases | \$ - | \$ - | \$ - | \$ - | |
| Payables (Past Due 180+ days) | \$ - | \$ - | \$ - | \$ - | |
| Total | \$ - | \$ - | \$ - | \$ - | |

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 and errors and omissions coverage (at least \$1 million per occurrence, not claims-made coverage)
 - d. Property insurance

NOTE: Insurance coverage must be for School, Governing Authority, its Directors, Officers, and employees. The coverage must also include Sponsor as additional insured on its general liability and directors and officers liability policies. 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.



Performance Accountability Framework Attachment 11.6

| | |
|---------------------------------------|---|
| School Name: | Heir Force Community School |
| School IRN#: | 000613 |
| Building Principal/Director | Dr. Willie Heggins |
| Board President | Tara Shepherd |
| Start Date of Current Contract | July 1, 2020 |
| End Date of Current Contract | July 1, 2023 |
| Management Company | N/A |
| School Mission: | The mission of Heir Force Community School is to provide ability-centered education that prepares children to excel academically and socially. This mission will be accomplished through a strong educational program based on a structured curriculum supported by discipline, and mutual respect. The commitment of the family, school and community will be utilized to achieve these goals and empower students to succeed. |

| | | |
|------|-------------------------------|---------------------|
| A.01 | ACADEMIC PERFORMANCE STANDARD | CHRONIC ABSENTEEISM |
|------|-------------------------------|---------------------|

It is important for Ohio’s students to be in class every day ready to learn. Ohio defines chronic absenteeism as missing ten percent or more of the school year for any reason. A child who is not in school is a child who is missing out on his or her education. Beginning in 2018, the Chronic Absenteeism Improvement Indicator was included in the Academic Performance measures. Schools meeting this goal will have achieved one of the measures indicated below:

1. Meeting or exceeding the annual Ohio goal (10.4 percent or lower for 2020-2021);

OR

2. Meeting an improvement standard relative to the starting point of each school or district. Technical documentation for Chronic Absenteeism from ODE requires the following calculations be used:

- If your current chronic absenteeism rate is between 12.6% - 36.7%, your goal will indicate a 1.1% improvement;
- If your current chronic absenteeism rate is between 36.6% - 99% your goal will indicate a 3% improvement

| | 2018-2019 | 2019-2020 | 2020 - 2021 |
|--------|-----------|-----------|-------------|
| GOAL | NA | 19.9% | 19.9% |
| ACTUAL | 21% | NA | |
| RATING | NA | NA | |

EXPLANATION OF GOAL/ STRATEGIES TO MEET THIS GOAL

| | |
|---|---|
| EXPLANATION OF GOAL | The goal is to decrease Chronic Absenteeism by 1.1% for the 2020-2021 school year. |
| STRATEGIES USED TO DECREASE CHRONIC ABSENTEEISM | HFCS will closely monitor attendance, excessive absences, and habitual truancy on a daily basis and provide interventions to parents if needed. HFCS send required paperwork to parents/guardians about absenteeism. The administration will contact parents/guardians by phone or conferences to communicate the school’s absenteeism policy and communicate expectations. The PBIS team will tract chronic student absenteeism and direct classroom teachers to use the DOJO communication system to increase attendance. |

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
|-------|------------------------------|----------------------|-------------------------|
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END OF YEAR PERFORMANCE SUMMARY:

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| A.02 | ACADEMIC PERFORMANCE STANDARD | | PERFORMANCE INDEX |
|---|--|----------------------|-------------------------|
| <p>The Achievement component of the report card represents the number of students who passed the state tests and how well they performed on them. The Performance Index measures the achievement of every student, not just whether or not he or she reaches “proficient.” Districts and schools receive points for every student’s level of achievement. The higher the student’s level, the more points the school earns toward its index. This rewards schools and districts that improve the performance of highest- and lowest-performing students.</p> <p>Goals set for this standard must address the number of points earned out of 120. In the “Explanation...” box you will include the numeric increase. In the “Strategies...” box list the strategies you will use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio’s State Tests.</p> | | | |
| | 2018-2019 | 2019-2020 | 2020-2021 |
| GOAL | 60.0% | 65.0% | 65.0% |
| ACTUAL | 64.3% | NA | |
| RATING | | | |
| EXPLANATION OF GOAL/STRATEGIES TO MEET THIS GOAL | | | |
| EXPLANATION OF GOAL | The goal for HFCS is to increase the performance index score of 77.1 out of 120 to 78 out of 120. | | |
| STRATEGIES USED TO DECREASE CHRONIC ABSENTEEISM | The strategy HFCS will employ is to increase the instructional rigor in reading and math using the direct instruction strategy to move scores by 10% of the limited students to basic and 15% of basic students to proficient in all grade bands. During the school year, STAR assessment or Early Literacy assessment will be administered monthly. | | |
| THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR | | | |
| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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| END OF YEAR PERFORMANCE SUMMARY: | | | |
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| A.03 | ACADEMIC PERFORMANCE STANDARD | INDICATORS MET |
|------|-------------------------------|----------------|

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

The Indicators Met measure represents student performance on state tests. They are based on a series of up to 26 state tests that measure the percent of students proficient or higher in a grade and subject. Schools and districts also are evaluated on the gifted indicator, giving them up to 27 possible indicators.

Goals set for this standard must address the numeric increase of indicators met. In the "Explanation..." box you will include the numeric increase. If the numeric measure increases by +2 or less, the % of growth in either math or ELA must also be indicated and described. In the "Strategies..." box you will list the strategies you plan to use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio's State Tests.

| | 2018-2019 | 2019-2020 | 2020-2021 |
|--------|-----------|-----------|-----------|
| GOAL | 0 | 1 | 1 |
| ACTUAL | 0 | NA | |
| RATING | NA | | |

EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL

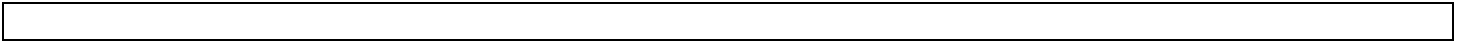
| | |
|---|---|
| EXPLANATION OF GOAL | Our goal is to increase the performance index score by 2% compared to the 2017 – 2018 data and meet 1/14 indicators by the year 2020-2021 |
| STRATEGIES TO INCREASE THE NUMBER OF INDICATORS MET | The measurement strategy as discussed in A.02 is to move reading/scores scores by 10% of the limited students to basic and 15% of basic students to proficient in all grade bands. In both Reading and Math we have 14 possible indicators to meet in grades 3 – 8. HFCS will continue to monitor monthly STAR data as our ongoing formative assessment to use as a gauge for progress. HFCS will focus on staff professional development. The emphasis of the professional development will be explicit instruction (SST 6) and rigor through Depth of Knowledge (ESC Lake Erie West). HFCS purchased a new and targeted Reading basal, Superkids, for grades K- 2 and a Eureka Math for grades K - 5 to implement in the 19-20 school year. TBT, teacher-based teams, will be restructured with specific emphasis on student data, academic strategies and behavioral strategies. |

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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END OF YEAR PERFORMANCE SUMMARY:

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| A.04 | ACADEMIC PERFORMANCE STANDARD | PROGRESS |
|------|-------------------------------|----------|

Progress looks closely at the growth that all students are making based on their past performances. There are four measures within the component: progress for all students; progress for gifted students; progress for students with disabilities; and progress for students whose academic performance is in the lowest 20 percent of students statewide. The state examines students' state tests through a series of calculations to produce a "value-added" rating for your school or district for each of the four groups listed.

A goal set for this standard must identify the amount of growth for one of the four individual measures listed above (This will be indicated by a positive change in the "Single Year Index" number.) In the "Explanation..." box you will include the numeric increase. In the "Strategies..." box you will list the strategies you plan to use in order to move students scoring at the Limited, Basic, Proficient, Accelerated or Advanced levels on any/all of Ohio's State Tests.

| | 2018-2019 | 2019-2020 | 2020-2021 |
|--------|-----------|-----------|-----------|
| GOAL | D | C | C |
| ACTUAL | B | NA | |
| RATING | | | |

EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL

| | |
|------------------------------|---|
| EXPLANATION OF GOAL | The goal is to achieve a grade of C with students in the lowest 20 percent during the 2020-2021 school year |
| STRATEGIES TO MEET THIS GOAL | We will continue to target math scores as we endeavor to change our progress score. Specifically, we will identify students in the subgroup, students whose academic performance is in the lowest 20% of all students statewide, and look at math achievement. Based on our formative and ongoing STAR data and by combining our efforts in increasing our students within the lowest 20%, the overall progress will be a positive effect. The data suggests that we are making progress as indicated on the report card of a score of D in 2017/18 compared to B in 2018/19. HFCS will focus on staff professional development. The emphasis of the professional development will be explicit instruction (SST 6) and rigor through Depth of Knowledge (ESC Lake Erie West). HFCS purchased a new and targeted Math program, Eureka Math, for grades K - 5 to be implemented in the 19-20 school year. TBT, teacher-based teams, will be restructured into content area teams with specific emphasis on student data, academic strategies and behavioral strategies. TBT teams will tract subgroup performance on the monthly STAR assessment. |

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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END OF YEAR PERFORMANCE SUMMARY:

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| A.05 | ACADEMIC PERFORMANCE STANDARD | GAP CLOSING |
|------|-------------------------------|-------------|

Schools must close the gaps that exist in the achievement between “all Ohio Students” and those groups who are more vulnerable. The Gap Closing component shows how well schools are meeting performance expectations for our most vulnerable students in English language arts, math and graduation rate. Gap Closing compares the academic performance of nine student groups (American Indian/Alaskan Native; Asian/Pacific Islander; Black, Non-Hispanic; Hispanic; Multiracial-White, Non-Hispanic; economically disadvantaged; Students with Disabilities; English Learners) against the performance of a 10th group: all students in Ohio.

A goal set for this standard must address the increase in overall gap closing (Indicated by a decrease in the gap.). In the “Explanation...” box you will indicate the numeric change. In the “Strategies...” box you will include a description of the strategies you will use to meet this goal. This goal must relate to one or more of the nine subgroups of students (listed above) and must indicate the targeted area of math, ELA or graduation rate for the selected subgroup.

| | 2018-2019 | 2019-2020 | 2020-2021 |
|--------|-----------|-----------|-----------|
| GOAL | 44.2 | 46.2 | 46.2 |
| ACTUAL | 71.7 | NA | |
| RATING | | | |

EXPLANATION OF GOAL/STRATEGIES TO REACH THIS GOAL

| | |
|------------------------------|--|
| EXPLANATION OF GOAL | The goal is to move our overall component score for the subgroup “African American” in a positive direction by a 2% increase by 2020-2021 |
| STRATEGIES TO MEET THIS GOAL | The challenge of comparing our student population to the state average will always be a daunting one. In order to make as much positive change as possible, we plan to target our “African American” subgroup in the area of Math. We embrace this challenge by planning to move our overall component score for the subgroup “African American” in a positive direction by a 2% increase each year. We will increase use of STAR data to monitor progress quarterly, and continue to address differentiated teaching strategies with our teachers and follow up with frequent informative assessments. HFCS will focus on staff professional development. The emphasis of the professional development will be explicit instruction (SST 6) and rigor through Depth of Knowledge (ESC Lake Erie West). HFCS purchased a new and targeted Math program, Eureka Math, for grades K - 5 to be implemented in the 19-20 school year. TBT, teacher-based teams, will be restructured into content area teams with specific emphasis on student data, academic strategies and behavioral strategies. TBT teams will tract subgroup performance on the monthly STAR assessment. Specific interventions during school intervention time and before and after school tutoring with staff. |

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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| END OF YEAR PERFORMANCE SUMMARY: | | | |
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| A.06 | ACADEMIC PERFORMANCE STANDARD | GRADUATION RATE |
|------|-------------------------------|-----------------|

The Four-Year Graduation Rate counts as graduates only those students who earn diplomas within four years of entering ninth grade for the first time. The Five-Year Graduation Rate counts those students who graduate within five years of entering ninth grade for the first time.

The Graduation Rate Component Grade is determined in the following manner: 60% - the letter grade for the four-year graduation rate; and 40%- the letter grade for the five-year graduation rate.

A goal set for this standard must list an increase in the overall graduation rate percentage. In the "Explanation..." box, schools must identify one of the two specific measures targeted (4-year or 5-year) and the increase in percentage. In the "Strategies..." box, specific strategies being implemented to increase this rate should be listed.

| | 2018-2019 | 2019-2020 | 2020-2021 |
|--------|-----------|-----------|-----------|
| GOAL | NA | NA | NA |
| ACTUAL | | | |
| RATING | | | |

EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

| | |
|-----------------------------------|----|
| EXPLANATION OF GOAL | NA |
| STRATEGIES USED TO MEET THIS GOAL | NA |

THESE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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END OF YEAR PERFORMANCE SUMMARY:

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| A.07 | ACADEMIC PERFORMANCE STANDARD | IMPROVING AT-RISK K-3 READER |
|------|-------------------------------|------------------------------|

Reading is the foundation for all learning. That is why it is critical to fund and address reading issues for a student as early as possible. Improving at-risk K-3 Readers looks at how successful the school is at getting struggling readers on track to proficiency in third grade and beyond.

The measure and component relate to Ohio’s Third Grade Reading Guarantee, which aims to make sure that all students are reading at grade level by the end of third grade. The guarantee drives attention to students from kindergarten through third grade who are struggling readers and makes sure they get the help they need to succeed in reading. Through this initiative, districts and schools diagnose reading issues, create individualized reading improvement and monitoring plans, and provide intensive reading interventions. Specifically, this measure tracks the following:

1. Students who were not on track in reading last year in kindergarten and now are on track in first grade;
2. Students who were not on track in reading last year in first grade and now are on track in second grade;
3. Students who were not on track in reading last year in second grade and now are on track in third grade; and
4. Students who were not on track in reading last year at the beginning of third grade who scored “Proficient” on Ohio’s third grade English language arts test.

Improving at-risk K-3 Readers scoring uses results from two assessments: a reading diagnostic given to all students in kindergarten through grade 3 at the beginning of the school year and Ohio’s state third grade English language arts test given to third-graders twice during the school year.

A goal addressing this standard must identify the expected increase in the overall percentage. In the "Explanation..." box, the school should state which one of the four items listed above will be targeted for improvement. In the “Strategies...” box you will describe the targeted strategies aimed at meeting this goal.

| | 2018-2019 | 2019-2020 | 2020-2021 |
|--------|-----------|-----------|-----------|
| GOAL | 15.1% | 18% | 18% |
| ACTUAL | 16.1% | NA | |
| RATING | | | |

EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

| | |
|-----------------------------------|--|
| EXPLANATION OF GOAL | The school goal is to achieve 18% of the students that started off track to moving on track by 2020-2021 |
| STRATEGIES USED TO MEET THIS GOAL | Many of our students come to us as struggling readers. Our goal is to use an Ohio approved screener to identify RIMP students. HFCS will use the Renaissance STAR, Early Literacy summative/ formative assessment to monitor monthly progress. TBT meetings and professional development will target data concerning RIMP identified students. TBT teams will identify high effect strategies to follow in the classroom. Peer observations will be used to ensure fidelity is implementation of strategies. HFCS will increase the number of students moving from “off track” presently (97.4%) to “on track” (presently 2.6%) by 10%. The 10% goal increase was met at HFCS for 2017-2018 school year. The monthly STAR data will be used as a formative assessment. Benchmark data from Haggerty Phonemic Awareness will be gathered fall, winter and spring. HFCS will purchase the Cadence Progress Monitoring program to monitor at risk students weekly or biweekly as needed. This data will be used to guide intervention reading groups. |

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
|-------|------------------------------|----------------------|-------------------------|
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END OF YEAR PERFORMANCE SUMMARY:

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| A.08 | ACADEMIC PERFORMANCE STANDARD | PREPARED FOR SUCCESS |
|-------------|--------------------------------------|-----------------------------|

The Prepared for Success component looks at how well prepared Ohio's students are for all future opportunities. Using multiple measures to determine college and career readiness enables districts to showcase their unique approaches to prepare students for success after high school.

A Prepared for Success letter grade is based on how well the students performed on these six measures: ACT or SAT remediation-free scores; an Honors Diploma; twelve points through an industry-recognized credential or group of credentials in one of 13 high-demand career fields; at least one Advanced Placement test score of 3 or higher; International Baccalaureate test scores of 4 or higher; and earning at least three College Credit Plus credits.

A goal for this standard must identify the increase in the overall percentage of the school's "Prepared for Success" score. In the "Explanation..." box you will identify one of the six measures listed above as a target area. In the "Strategies..." box you will list specific strategies you will utilize to positively impact the targeted area you have chosen.

| | 2018-2019 | 2019-2020 | 2020-2021 |
|---------------|-----------|-----------|-----------|
| GOAL | NA | NA | NA |
| ACTUAL | | | |
| RATING | | | |

EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

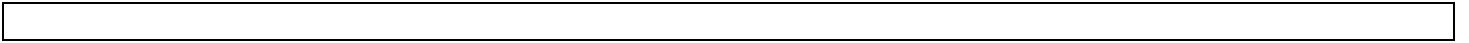
| | |
|--|----|
| EXPLANATION OF GOAL | NA |
| STRATEGIES USED TO MEET THIS GOAL | NA |

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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END OF YEAR PERFORMANCE SUMMARY:

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| A.09 | ACADEMIC PERFORMANCE STANDARD | | OTHER ACADEMIC MEASURE |
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| <p>Schools must identify a nationally recognized assessment utilized to gather data regarding academic progress. Although many assessments are available, one that has been recognized as reliable and valid by the education community is recommended. Assessments may be given as a full battery, or sub-tests may be chosen for this standard.</p> <p>Goals set for this standard must include the name of the assessment and the expected increase. In the "Explanation..." box, you will include a brief description of the assessment, the metrics used to determine growth, and the increase you intend to see. In the "Strategies..." box you will list specific strategies being utilized to impact the positive change.</p> | | | |
| | 2018-2019 | 2019-2020 | 2020-2021 |
| GOAL | 37% above 63% below | 42% above 58% below | 42% above 58% below |
| ACTUAL | 43.4% above 56% below | NA | |
| RATING | | | |
| EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL | | | |
| EXPLANATION OF GOAL | The goal is to decrease the number of students scoring below the PR of 55 on the Renaissance Learning STAR Reading Assessment by 3% in 2020-2021. | | |
| STRATEGIES USED TO MEET THIS GOAL | We will use the Renaissance Learning STAR Reading assessment. At the end of the 16-17 school year 23% of our students in grades 3 - 8 scored above the PR of 55 which is considered in the proficient zone. 73% of our students scored below the 55 PR. Using this data on a monthly basis will provide us a way to monitor the projected decrease in the number of students scoring below the PR of 55 by 3%. Specifically we will use the TBT teams to monitor student quarterly formative data. TBT teams will monitor the effectiveness of the interventions being used to move students out of the basic area into proficiency. HFCS will focus on staff professional development. The emphasis of the professional development will be explicit instruction (SST6). HFCS will implement a new and target reading basal, Superkids, for grades K - 2 in the 19-20 school year. TBT, teacher-based teams, will be restructured into content area teams with specific emphasis on student data, academic strategies and behavioral strategies. TBT teams will tract subgroup performance on the monthly STAR assessment. The teaching of reading is a cross curricular responsibility. TBT teams will complete specific professional development tasks throughout the year that focus on the teaching of reading/writing through the content area. | | |
| THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR | | | |
| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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| A.10 | ACADEMIC PERFORMANCE STANDARD | | OTHER ACADEMIC MEASURE – SPECIFIC SUBGROUP |
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| <p>Schools serving specific subgroups of students (e.g., schools serving at-risk students) must identify additional measures and targets relevant to the particular subgroup served to evaluate student performance beyond the gap closing measures.</p> <p>Goals set for this standard must include the subgroup of students being targeted, the name of the assessment and the percentage of increase for the specific subgroup. In the "Explanation..." box, schools should include a brief description of the assessment and the increase in scores expected for that specific sub-group of students. In the "Strategies..." box you will list specific strategies being utilized to impact the positive change for the sub-group of students.</p> | | | |
| | 2018-2019 | 2019-2020 | 2020-2021 |
| GOAL | 60% | | |
| ACTUAL | 59% | NA | |
| RATING | | | |
| EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL | | | |
| EXPLANATION OF GOAL | The goal is to increase the performance of subgroup students with disabilities in Math on the AIR Assessment by 1%. | | |
| STRATEGIES USED TO MEET THIS GOAL | HFCS will monitor on a monthly basis sub group performance using the STAR scaled score results. HFCS will focus on staff professional development. The emphasis of the professional development will be explicit instruction (SST 6) and rigor through Depth of Knowledge (ESC Lake Erie West). HFCS purchased a new and targeted Math program, Eureka Math, for grades K - 5 to be implemented in the 19-20 school year. TBT, teacher-based teams, will be restructured into content area teams with specific emphasis on student data, academic strategies and behavioral strategies. TBT teams will tract subgroup performance on the monthly STAR assessment. Specific interventions during school intervention time and before and after school tutoring with staff. | | |
| THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR | | | |
| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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| A.11 | ACADEMIC PERFORMANCE STANDARD | COMPARATIVE GOAL |
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In order to evaluate performance data for a given school, it is often useful to consider how similar schools compare on the same data.

The method for use on Ohio's Local Report Cards starts with any given district and identifies up to 20 districts that are most similar according to six criteria. Statistically speaking, these are the "nearest neighbors" of the selected district. Recognizing that community schools are unique, goals in this area should identify performing at rates "higher or equal to" at least two "similar" schools in one (each) of the following areas reported on the LRC: Performance Index; Progress; Gap Closing; Improving at-risk K-3 Readers; or Graduation Rate. "Similar" schools should be comparable in percent poverty, and percent minority students.

Goals set for this standard must identify the two areas for comparison and the verbiage "higher than or equal to". In the chart below, "similar schools" will be listed in the far left column with the data to show similarity (percent poverty and percent minority student) Next, you will enter the LRC data to show comparability (your choice of two LRC measures).

| | 2018-2019 | 2019-2020 | 2020-2021 |
|--------|-----------|---|---|
| GOAL | 60 | Heir Force Community School will perform higher or equal to Lima City Schools in Performance Index Heir Force Community School will perform higher than or equal to Perry Local Schools in Performance Index | Heir Force Community School will perform higher or equal to Lima City Schools in Performance Index Heir Force Community School will perform higher than or equal to Perry Local Schools in Performance Index |
| ACTUAL | 64.3 | | |
| RATING | | | |

CHART TO INDICATE TWO SIMILAR SCHOOLS AND A COMPARISON OF LRC DATA

| | % POVERTY | % MINORITY | Performance Index | Performance Index |
|-----------------------------|-----------|------------|-------------------|-------------------|
| Heir Force Community School | 100% | 78.5% | D | D |
| Lima City Schools | 99.80% | 64.9% | F | D |
| Perry Local Schools | 100% | 40.8% | D | D |

THESE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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END OF YEAR PERFORMANCE SUMMARY:

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| NA.01 | NON-ACADEMIC PERFORMANCE STANDARD | MISSION SPECIFIC GOAL | |
|--|--|---------------------------------------|---------------------------------------|
| State the School's Mission: | | | |
| This goal should include mission-specific performance measures and targets. | | | |
| | 2018-2019 | 2019-2020 | 2020-2021 |
| GOAL | % of school wide positive DOJO at 75% | % of school wide positive DOJO at 80% | % of school wide positive DOJO at 80% |
| ACTUAL | 77% | | |
| RATING | | | |
| EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL | | | |
| EXPLANATION OF GOAL | HFCS will decrease student behavior and create a positive environment by increasing 3% school-wide positive DOJO by 2020-2021 | | |
| STRATEGIES USED TO MEET THIS GOAL | HFCS will utilize the positive behavioral reinforcement system called DOJO. Monthly PBIS meeting will review and monitor classroom DOJO percentages. | | |
| THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR | | | |
| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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| END OF YEAR PERFORMANCE SUMMARY: | | | |
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| NA.02 | NON-ACADEMIC PERFORMANCE STANDARD | | PARENT SATISFACTION |
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| <p>The ESCLEW recognizes parents/caregivers as key stakeholders in the success of community schools. Increasing communication and soliciting feedback from parents is key to making programming changes within the school in order to create an atmosphere where all students are growing academically.</p> <p>Goals in this area should focus on what form of feedback the school will solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) <u>and</u> identify what the school will do with the feedback received. (Adjustments to programming, hold stakeholder meetings, discuss with administration, etc.)</p> | | | |
| | 2018-2019 | 2019-2020 | 2020-2021 |
| GOAL | 84% | 85% | 85% |
| ACTUAL | 85% | NA | |
| RATING | | | |
| EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL | | | |
| EXPLANATION OF GOAL | HFCS will increase the parent satisfaction to 85% by 2020-2021. | | |
| STRATEGIES USED TO MEET THIS GOAL | The parent survey will be conducted bi-annually by the school board members. The CSLT will discuss the mid-year parent survey responses in order to make changes or adjustments based on feedback. | | |
| THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR | | | |
| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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| NA.03 | NON-ACADEMIC PERFORMANCE STANDARD | | GOVERNING BOARD PERFORMANCE |
|---|--|----------------------|-----------------------------|
| <p>The ESCLEW expects a sponsored community school to comply with all rules and regulations regarding a Governing Board. To this end, it is the expectation that the Governing Board will take on roles and responsibilities in order to complete the work efficiently and effectively.</p> <p>Goals for this standard must address the ability of the individual members and/or combined entity in increasing the efficiency and/or effectiveness of the board. This could include: attending professional developments; attendance rates at meetings; attendance rate at school functions; etc.</p> | | | |
| | 2018-2019 | 2019-2020 | 2020-2021 |
| GOAL | 60% | 60% | 60% |
| ACTUAL | 100% | NA | |
| RATING | | | |
| EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL | | | |
| EXPLANATION OF GOAL | The Governing Board will have 60% attendance by the governing authority members in 3/5 regularly scheduled meetings for the school year. | | |
| STRATEGIES USED TO MEET THIS GOAL | Governing authority member attendance will be tracked by the Board meeting minutes. | | |
| THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR | | | |
| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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| NA.04 | NON-ACADEMIC PERFORMANCE STANDARD | | ORGANIZATIONAL/OPERATIONAL |
| <p>Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected organizational/operational outcomes. Goals must measure the organizational and operational performance of the school with specific annual metrics and targets.</p> <p>Goals set for this standard should be the ON-TIME and ACCURACY PERCENTAGES of compliance (requirements in statute), community school contract, governing authority, school, and financial requirement submissions within Epicenter. (If percentages are at 97% or above, maintenance is allowed.)</p> | | | |
| | 2018-2019 | 2019-2020 | 2020-2021 |
| GOAL | | ON-TIME % - 95% ACCURACY % - 95% | ON-TIME % - 95% ACCURACY % - 95% |
| ACTUAL | ON-TIME % - 97% ACCURACY % - 97% | ON-TIME % - ACCURACY % - | ON-TIME % - ACCURACY % - |
| RATING | | | |
| EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL | | | |
| EXPLANATION OF GOAL | HFCS will have 95% or greater of compliance documents uploaded on-time in Epicenter by the required timeline. HFCS will have 95% or greater accuracy of compliance documents uploaded in Epicenter by the required timeline | | |
| STRATEGIES USED TO MEET THIS GOAL | HFCS will meet monthly with ESC Lake Erie West representatives to monitor the accuracy and on time submissions of Epicenter documents. | | |
| THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR | | | |
| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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| NA.05 | NON-ACADEMIC PERFORMANCE STANDARD | | FINANCIAL PERFORMANCE |
|---|--|-------------------------------------|-------------------------------------|
| Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial performance outcomes with annual clear, measurable metrics and targets. | | | |
| Goals set for this standard must address audits, debt reduction, or the submission of accurate and on-time financials into Epicenter. | | | |
| | 2018-2019 | 2019-2020 | 2020-2021 |
| GOAL | | | ON-TIME % - 95% ACCURACY % - 95% |
| ACTUAL | ON-TIME % - 98% ACCURACY % - 98% | ON-TIME % - 95% ACCURACY % - 95% | |
| RATING | | | |
| EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL | | | |
| EXPLANATION OF GOAL | HFCS will have 95% or greater of submission of accurate and on-time financials into Epicenter by the required timeline. | | |
| STRATEGIES USED TO MEET THIS GOAL | HFCS will meet monthly with ESC Lake Erie West representatives to monitor the accuracy and on time financial submissions of Epicenter documents. | | |
| THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR | | | |
| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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| NA.06 | NON-ACADEMIC PERFORMANCE STANDARD | FINANCIAL SUSTAINABILITY |
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Your contract with the ESC of Lake Erie West must include a performance framework that defines your school's expected financial sustainability outcomes with clear and measurable metrics and targets. This refers to the ability of the administrators to maintain the organization over the long term.

Goals set for this standard must address 1. Student Enrollment (the actual number should be indicated); **AND** 2. Unrestricted Cash Reserve Balance (goal must have a minimum of 15 days)

| | 2018-2019 | 2019-2020 | 2020-2021 |
|--------|-----------|-----------|-----------|
| GOAL | 240 | 240 | 240 |
| ACTUAL | 245 | 249 | |
| RATING | | | |

EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

| | |
|-----------------------------------|---|
| EXPLANATION OF GOAL | The goal is to maintain and/or show continuous growth in student enrollment. |
| STRATEGIES USED TO MEET THIS GOAL | HFCS will receive a clean yearly audit. HFCS will continue to attract and retain the number of students attending the school district in grades K – 8 and show a yearly increase in enrollment of students attending. HFCS will maintain an unrestricted cash reserve balance of over one month, 30 days of operational expenses (currently at two months). |

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

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| NA.07 | NON-ACADEMIC PERFORMANCE STANDARD | STUDENT DISCIPLINE |
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Beginning with the 2019-2020 school year, schools are required to report and evaluate the number of out-of-school suspensions issued for students in grades pre-K through 3 on an annual basis. The ESCLEW expects each school's number of out-of-school suspensions to decrease each year as alternative methods of student discipline are implemented.

- A. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades K-3.
- B. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades 4-8.
- C. This goal should focus on decreasing the number of out-of-school suspensions and identify strategies that the school will use to accomplish this goal in Grades 9-12.

| | 2018-2019 | 2019-2020 | | 2020-2021 | |
|--------|-----------|-----------|----|-----------|----|
| GOAL | N/A | K-3 | 15 | K-3 | 15 |
| | | 4-8 | 15 | 4-8 | 15 |
| | | 9-12 | | 9-12 | |
| ACTUAL | N/A | K-3 | | K-3 | |
| | | 4-8 | | 4-8 | |
| | | 9-12 | | 9-12 | |
| RATING | N/A | | | | |

EXPLANATION OF GOAL/ STRATEGIES TO REACH THIS GOAL

| | Previous year's out-of-school suspensions | This year's goal for out-of-school suspensions | Strategies to accomplish this goal |
|------|---|--|--|
| K-3 | | | HFCS will utilize In school Suspension to decrease the number of Out of School Suspension. PBIS Team will monitor Tier !! students on a monthly basis and monitor intervention plans. Character development lessons will be covered in the general education classrooms. |
| 4-8 | | | HFCS will utilize In school Suspension to decrease the number of Out of School Suspension. PBIS Team will monitor Tier !! students on a monthly basis and monitor intervention plans. Character development lessons will be covered in the general education classrooms. |
| 9-12 | | | |

THE SECTIONS BELOW WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR

| MONTH | EVIDENCE PRESENTED BY SCHOOL | TECHNICAL ASSISTANCE | PROGRESS MADE YES OR NO |
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END OF YEAR PERFORMANCE SUMMARY:

