## MODIFICATION NO. 7 TO OHIO COMMUNITY SCHOOL CONTRACT BY and BETWEEN Educational Service Center of Lake Erie West ("Sponsor" or "ESCLEW") AND Pathway School of Discovery ("Governing Authority" or "School")

**WHEREAS**, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract ("Contract") effective on July 1, 2012; and

WHEREAS, the ESCLEW and the Governing Authority agree to the following modifications;

**NOW THEREFORE**, the parties modify the Contract as follows:

1. Article IV, Section 4.1. In the first sentence add "3319.074" in the appropriate numerical order.

The rest of Section 4.1 remains as original written in the Contract.

## 2. Article VI, Section 6.12.

- a. Insert the following new subsection as subsection (e): "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 <u>Attachment 6.12</u>."
- b. Insert the following new subsection as subsection (f): "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 <u>Attachment 6.12</u>."
- c. The rest of Section 6.12 remains as originally written in the Contract.
- 3. Article VI, Section 6.13. Insert the following sentence after the first sentence in the section: "Beginning November 1, 2018, the policy must include procedures for the automatic withdrawal of a student from the School if the student fails to participate in seventy-two (72) consecutive hours of learning opportunities without a legitimate excuse."

The rest of Section 6.13 remains as originally written in the Contract.

- 4. Attachment 6.7 shall be replaced in its entirety with the attached.
- 5. Attachment 6.12 shall be replaced in its entirety with the attached.
- 6. Attachment 6.13 shall be replaced in its entirety with the attached.

7. Attachment 11.6 shall be replaced in its entirety with the attached.

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

**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: 6-24-2019

Governing Authority of Pathway School of Discovery

m U. By: (Signature)

Its: President

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

Date: 10-17-2018

# 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

### PATHWAY SCHOOL OF DISCOVERY

## 273 Expulsion and Suspension Policies

The Principal or his/her designee may suspend a student for up to ten (10) school days. The person designated as Superintendent in OEDS-R (hereafter "Superintendent") may expel a student for up to eighty (80) school days, and in some instances, one (1) year. Provided however, beginning with the 2019-2020 school year neither the Principal nor the Superintendent shall initiate the process of issuing an out-of-school suspension or expulsion to students in grades pre-kindergarten through three, unless the student has committed a firearm, bomb-threat, or knife offense; or other criminal offense that results in serious bodily injury or property damage; or where the student's out-of-school suspension or expulsion is necessary to protect the immediate health and safety of the student, fellow classmates, or school personnel. The Principal or Superintendent may not suspend, expel, or remove a student from School solely on the basis of the student's unexcused absences from School.

In the event that, in the opinion of the Principal or his/ her designee, a student's presence at the School creates a health risk, presents a danger to other persons or property or seriously disrupts the functions of the School, the student may be removed from the premises without formal suspension or expulsion procedures. A removed student in grades pre-kindergarten through three may be removed for the remainder of the school day and shall be permitted to return to curricular and extracurricular activities on the following school day without a hearing, unless the student's conduct warranting the emergency removal is likely to result in an out-of-school suspension or expulsion. Students in grades four through twelve may be removed, and must be provided with notice and procedures to follow the removal in accordance with R.C. 3313.66, including a hearing on the next school day following the removal.

A student shall be expelled for one (1) year for bringing a firearm to the School or onto school property (any property owned, used, or leased by the School for School, School extracurricular, or School-related events).

A student may also be expelled for a period not to exceed one (1) year for:

- 1. bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is located at a School or on school property;
- 2. bringing a knife to the School, onto school property, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School or in which the School is a participant;
- 3. possessing a firearm or knife at School, on school property, or at an interscholastic competition, an extracurricular event, or any other School program or activity which firearm or knife was initially brought onto school property by another person;
- 4. committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property;
- 5. making a bomb threat to a school building or to any premises at which a School activity is occurring at the time of the threat.

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of

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any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes but is not limited to, any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or other similar device.

A knife is defined as any cutting instrument consisting of at least one sharp blade that is capable of causing serious bodily injury.

The specific circumstances under which the Superintendent may modify a one (1) year expulsion could include:

- 1. a recommendation from the group of persons knowledgeable of the student's educational needs in accordance with the Individual with Disabilities Education Act;
- 2. the student was unaware that s/he was possessing a firearm or knife;
- 3. the student did not understand that the item s/he possessed was considered a firearm or knife;
- 4. the student brought the item to School as part of an educational activity and did not realize it would be considered a firearm or knife; and
- 5. the student may be eligible for participation in an alternative program.

A student may be expelled for up to eighty (80) days for serious misconduct or rules violations, or for other just cause.

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

Students issued an in-school suspension shall serve suspensions in a supervised learning environment and shall be permitted to complete any classroom assignments missed because of the suspension. While serving an out-of-school suspension, the Board does authorize students to receive instructional services from the School. If students are authorized to receive instructional services from the School, then such instructional services may include completing of curriculum, classroom assignments, tests, and exams; homework packets; individual tutoring; library or online assignments; essay on behavior leading to suspension; and grading of all work. At a minimum, enrolled students serving suspensions will be permitted to complete any classroom assignments missed on account of the suspension. Classroom assignments completed while serving a suspension will receive at least partial credit and in no event will a student serving a suspension be issued a failing grade on a classroom assignment solely on the basis of the suspension.

The Board also authorizes the Principal to suspend a student from any or all co-curricular or extra-curricular activities for misconduct or rules violations. The length of suspension shall be determined by the Principal commensurate with the seriousness of the student's misconduct or rules violations in accordance with the Code of Conduct. Participation in extra-curricular activities is a privilege and not a right. Accordingly, students prohibited from participating in all or part of any extra-curricular activity are not entitled to notice, hearing, or appeal rights.

If the Principal determines that a student's behavior on a School vehicle violates School rules, s/he may suspend the student from School bus riding privileges for the length of time deemed appropriate for the violation and remediation of the behavior.

The Board authorizes the Principal the option to require a student to perform community service in conjunction with, or in place of, a suspension or expulsion, except when an expulsion is imposed for bringing a firearm to School or onto school property.

The Board shall appoint a designee, who is not involved in the suspension decision, as its representative at all hearings regarding the appeal of a suspension.

The Board will hear the appeal of an expulsion.

The Principal shall be responsible for implementing this policy and ensuring compliance with applicable laws.

A copy of this Policy is to be posted in common areas of the School and made available to students and parents upon request.

#### Due Process Rights

#### **Suspension**

The following procedure does not apply to in-school suspensions. The Principal may suspend a student if the following procedure is met:

- 1. <u>Prior to</u> the imposition of the suspension, a written Notice of Intent to suspend will be given to the student, which contains the following:
  - a. The reasons for the intended suspension.
- 2. Beginning with the 2019-2020 school year, if the student is in grades pre-kindergarten through three, whenever possible, the Principal shall consult with a mental health professional under contract with the School, if any, prior to suspending the student. If the events leading up to the suspension indicate a need for additional mental health services, the Principal or mental health professional shall, in any manner that does not result in a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services, including referral to an independent mental health professional.
- 3. The student must be allowed an informal hearing before the Principal or his/her designee to challenge the reasons for the intended suspension or otherwise explain his actions. The student is not entitled to call witnesses at this informal hearing.
- 4. Within one school day after the suspension is imposed, the Principal or his/her designee shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Directors of the suspension. The notice must contain the following:
  - a. The reasons for the suspension;
  - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
  - c. The right to representation at all appeals;

- d. The right to a hearing before the Board or its designee; and
- e. The right to request that the hearing be held in executive session.

If an out-of-school suspension is imposed during the last ten (10) days of the school year, the suspension will not be carried over into the following school year. However, the Superintendent may require the student to participate in a community service program or another alternative consequence for the number of hours equal to the remaining part of the period of the suspension, during the first full week day of the summer break. If the student fails to complete the community service or alternative consequence, the School may determine the next course of action, provided however, that the School not require the student to serve the remaining time of the out-of-school suspension at the beginning of the following school year. The Principal or his/her designee may develop an appropriate list of alternative consequences.

#### **Expulsion**

Only the Superintendent may expel a student. The following procedure is required:

- 1. <u>Prior to</u> the imposition of the expulsion, the Superintendent must provide not only the student, but also the parent, guardian, or custodian written notice of his intention to expel. The notice must include the following:
  - a. The reasons for the intended expulsion; and
  - b. The time and place for a hearing, which must be not less than three nor more than five school days after giving the notice, unless the period is extended by the Superintendent at the request of the student, his parent, custodian, guardian, or representative. The parent, guardian, or custodian must be sent written notice of any extension, and the subsequent notice should contain the same information required in the original notice.
- 2. Beginning with the 2019-2020 school year, if the student is in grades pre-kindergarten through three, whenever possible, the Principal shall consult with a mental health professional under contract with the School, if any, prior expelling the student. If the events leading up to the expulsion indicate a need for additional mental health services, the Principal or mental health professional shall, in any manner that does not result in a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services, including referral to an independent mental health professional.
- 3. A hearing must be scheduled not less than three or more than five school days after giving the notice, for the student and his parent, guardian, custodian or representative to appear in person before the Superintendent to challenge the reasons for the expulsion or otherwise explain his/her actions.
- 4. Within one school day after the expulsion is imposed, the Superintendent shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Directors of the expulsion. The notice must include the following:
  - a. The reasons for the expulsion;
  - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
  - c. The right to representation at all appeals;

- d. The right to an appeal hearing before the Board or its designee;
- e. The right to request that the hearing be held in executive session;
- g. When the Superintendent expels a student for more than twenty days or for any period of time extending into the next semester or school year, the School shall provide, along with this notice, the student and his parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behaviors that contributed to the incident giving rise to the expulsion. The information must include names, addresses, and phone numbers or the appropriate public and private agencies.

During the period of expulsion, the School may, but is not required to, continue educational services in an alternative setting.

The Superintendent is required to follow through on expellable offenses even if the student in question withdraws from the School prior to the hearing or the Superintendent's decision.

The Superintendent may apply any remaining part or all of the period of expulsion into the following year.

## Prohibition of Corporal Punishment

All teachers, administrators, non-licensed school employees, and school bus drivers are prohibited from inflicting or causing to be inflicted corporal punishment as a means of discipline upon a pupil attending the School. However, they may, within the scope of their employment, use and apply such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of selfdefense or for the protection of persons or property.

#### *RC* 3313.66-.662; 3313.668; 3321.13(*B*)(4); 4510.32(*B*); 20 USC 7961(*b*)(1)

See Appendix 273-A Notice of Intended Suspension from School; Appendix 273-B Notice of Emergency Removal and Intent to Suspend from School; Appendix 273-C Notice of Suspension from School; Appendix 273-D Notice of Rights Re: Suspension from School; Appendix 273-E Notice of Intended Expulsion from School; Appendix 273-F Notice of Emergency Removal and Intent to Expel from School; Appendix 273-G Notice of Expulsion from School; Appendix 273-H Notice of Rights Re: Expulsion from School (for Use for Expulsions of 20 School Days or Less Only); Appendix 273-I Notice of Rights Re: Expulsion from School (for Use for Expulsion from School (for Use

Effective Date: June 19, 2019

# PATHWAY SCHOOL OF DISCOVERY

## 275 Discipline/Suspension/Expulsion of Disabled Students

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

### Removals of Not More Than 10 Days - The 10-Day Rule

The School may unilaterally remove a Student with a disability who violates a code of student conduct from the Student's current placement for not more than ten (10) school days. This option may be used only if the disciplinary action is consistent with actions taken against nondisabled students. The School may place Students removed under the 10-day rule in an appropriate interim alternative educational setting ("IAES") if applicable (see below), another setting, or suspend them. Removals under the 10-day rule are not considered a "change of placement" and the School is not obligated to provide services to Students during those removals. The School can use the 10-day rule to remove a student for either a single removal of ten (10) consecutive school days; or a series of shorter-term removals over the course of the school year that are more than ten (10) school days during that school year, so long as those removals do not constitute a pattern of removals (and therefore, a change of placement). When a removal is not a change of placement, an IEP meeting is not required. However, if one or more IEP team members believe that modifications are needed to the Student's behavior plan, the team shall meet to modify the plan and its implementation to the extent the team determines necessary.

#### Removals of More than 10 Days - Change of Placement

A change of placement occurs if a removal is for more than ten (10) consecutive school days; or if a Student is subjected to a series of removals which accumulate to more than ten (10) school days, that constitute a pattern. If a change of placement occurs (after a Manifestation Determination Review (see below)), then the School must notify the parents or guardians of that decision. This notice must inform the parents or guardians of all the procedural safeguards accorded under the law. These safeguards include a Manifestation Determination Review, a right to receive services, and a continuation of services for a free appropriate public education. The School must provide services that:

- enable the Student to continue to participate in the general education curriculum (although in another setting); and
- enable the Student to progress toward meeting the goals set out in the Student's IEP.

#### Manifestation Determination Review ("MDR")

The School will conduct an MDR to examine a Student's behavior before imposing disciplinary consequences that would amount to a change of placement. The purpose of the MDR is to determine whether a Student's disability caused, influenced or otherwise impacted the Student's behavior in question. To make this determination, the Student's IEP team is required to review

certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the Student's disability.

The MDR is not required for disciplinary removals that do not constitute a change of placement, that is, less than ten (10) school days per incident or a series of removals accumulating to more than ten (10) school days in one school year that do not constitute a pattern.

No later than the date on which the decision to take a disciplinary action which may be a change of placement is made, the School must notify the parents or guardians of that decision and of all procedural safeguards, including the MDR. The School and the parents or guardians must determine which members of the IEP team are relevant to conduct the manifestation determination. The team will review all relevant information in the Student's file to determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the Student's disability or was the direct result of the School's failure to implement the IEP. If the team determines that either condition is applicable for the Student, it must determine that the conduct is a manifestation of the Student's disability.

*Manifestation* – If the team determines that the behavior was a manifestation of the Student's disability, the full IEP team must meet the following requirements:

- conduct a functional behavior assessment and implement a behavior intervention plan for the student, unless the School conducted a functional behavior assessment prior to the manifestation determination;
- if the IEP team already developed a behavior intervention plan, it must review and modify the plan as necessary to address the behavior; and
- return the Student to the placement from which he or she was removed; 45-day rule exception applies.

*No Manifestation* – If the team determines that the behavior was NOT a manifestation of the disability, the School may discipline the Student using the relevant disciplinary procedures applicable to Students without disabilities in the same manner and for the same duration, continuing to provide services to Students with disabilities.

If a Student's behavior was not a manifestation of the disability, the School will still take steps to attend to the Student's behavior. The Student must receive, as appropriate, a functional behavior assessment, behavioral intervention services, and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

Exceptions to the MDR Requirement – The Unilateral Change in Placement and 45-Day Rule

School personnel may remove a Student to an IAES for up to forty-five (45) school days, without a prior MDR or IEP meeting, when a Student:

• carries or possesses a weapon (a device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that the term does not include a pocket knife with a blade of less than 2 1/2 inches in length);

- knowingly possesses or uses illegal drugs (a controlled substance not legally possessed or used under the supervision of a licensed health care professional, or legally possessed or used under any other authority under the Controlled Substances Act (21 U.S.C. 812) or under any other provision of federal law), or sells or solicits the sale of a controlled substance (a drug or other substance identified under Schedule I, II, III, IV or V in the Controlled Substances Act); or
- has inflicted serious bodily injury on another person (a cut, abrasion, bruise, burn or disfigurement, physical pain, illness, impairment of the function of a bodily member, organ or mental faculty, or any other injury, no matter how temporary).

This authority can be exercised if a Student commits any of the offenses described above at the School, on the School premises, or at a School function.

The IEP team will meet subsequent to the unilateral placement in an IAES and must determine what the permanent setting will be, take steps to modify the student's IEP, as appropriate, provide appropriate behavioral intervention services and modifications designed to address the behavior violation so that it does not recur, and continue to provide the Student with educational services to enable him or her to participate in the general education curriculum and to progress toward IEP goals.

The School must still do 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 additional exception that the Student stay in the alternative placement for 45 school days, regardless of the outcome of the manifestation.

#### Due Process Complaint

Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR may appeal the decision through the filing of a due process complaint and may request an expedited due process hearing.

The School may request a hearing to change a Student's placement if the School believes that maintaining the Student's current placement is substantially likely to result in injury to the Student or others. Under those circumstances, the hearing officer may order a change in placement of a Student with a disability to an IAES for a period of up to forty-five (45) school days if the hearing officer agrees with the School's assessment.

During any due process proceedings, the Student's placement, through a disciplinary action, must not change unless the parents/guardians and the School agree otherwise, or upon admissions to the School and parent/guardian consent. The School may change the Student's placement when taking disciplinary actions that constitute a change of placement against students with disabilities, or Students who may be eligible for IDEA services.

In the case where a Student has been placed in an IAES, the Student will remain in the IAES chosen by the School, pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the Parent and School agree otherwise. An expedited hearing will

be arranged during an IAES appeal and will occur within twenty (20) days of the hearing request, and the hearing officer must make a determination within ten (10) school days after the hearing.

Adopted on this date: June 19, 2019

# PATHWAY SCHOOL OF DISCOVERY

## 275.1 Disciplining a 504 Student

#### Section 504 Manifestation Determination Reviews

A Student on a 504 Plan is to be afforded due process relating to any proposed change in educational placement where the Student is subject either to expulsion or suspension for a period of more than ten (10) consecutive school days or a series of suspensions that are each ten (10) or fewer school days in duration, but exceed ten (10) school days in the aggregate and create a pattern of exclusions. In all such cases, except in the case where such suspension or expulsion pertains to the use or possession of illegal drugs or alcohol as detailed below, the School shall follow the procedures outlined in Policy 275 Discipline/Suspension/Expulsion of Disabled Students.

#### Disciplinary Procedures for Students Possessing or Using Alcohol or Illegal Drugs

The School may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any Student on a 504 Plan who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against Students without disabilities, in accordance with Policy 273 Expulsion and Suspension Policies. In such a case, the disability due process procedures found in Policy 275 Discipline/Suspension/Expulsion of Disabled Students are inapplicable.

#### **Emergency Removal from Placement**

Emergency removal of a 504 student from his/her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

#### 29 USC 701 et seq. (Section 504 of the Rehabilitation Act of 1973)

See also Section 504 of the Rehabilitation Act of 1973.

Adopted on this date: June 19, 2019

#### RESOLUTION of the BOARD of DIRECTORS of PATHWAY SCHOOL OF DISCOVERY

BE IT RESOLVED that the Board of Directors of Pathway School of Discovery ("School") at a Board meeting held on June 19, 2019, duly reviewed and approved the following as submitted:

• Expulsion and Suspension Policy

Board President Signature:

Kwin Q. Pobei 06/19/2019

Date:

# 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.

# PATHWAY SCHOOL OF DISCOVERY Admission, Enrollment, and Verification of Residency Policy

Admission to the school shall be open to all age-appropriate children for grade levels offered in accordance with the school's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student.

The school will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed in the school.

It is the policy of the Board that its educational service provider develop and implement practices and procedures that control the admission and enrollment of students, including public notice and a random selection drawing to be used when the number of applicants exceeds the number of available spaces for grades offered. Detailed application, lottery and admission practices and procedures shall be available to parents and the general public at the school office. The Board will annually approve offered seats and maximum class size of the school. A child shall be admitted to the School as a student, if the child's parent resides in the School's admission area. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. The School shall verify the student's district of residence upon initial enrollment and on an annual basis thereafter. Evidence of such verification will be provided to the department of education as required by law. All custody or court orders pertaining to the family or student must be turned in when asked or submitted during the application process.

Any one of the following documents can be used to establish proof of residency for verification of a child's ability to be enrolled. These items must be current, be in the parent's name, and include a street address (A post office box address cannot be used to validate residency records).

- A deed, mortgage, lease, current home owner's or renter's insurance declaration page; or
- A current real property tax bill; or
- A utility bill or receipt of utility installation issued within ninety days of enrollment; or
- A paycheck or paystub issued to the parent or student within ninety days of enrollment that includes the address of the parent's or student's primary residence; or
- The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence; or
- A Voter registration card; or
- Documented affirmation of address of student's parent(s) from district of residence where parent(s) currently resides; or
- Notarized affirmation from parent(s) of current residence address; or
- USPS return receipt from certified letter sent to parent(s) by district of residence; or
- Written confirmation from the Department of Job and Family Services of current address of the parent(s); or

- Written confirmation from a local law enforcement agency of the current address of the parent(s); or
- Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence and as approved by the Ohio Superintendent of Public Instruction.

If the School and Parent disagree as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the School and the Student's home district (district of residency) disagree about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student's home district. If the district of residence challenges the student's residency, the Principal may request additional documentation. A student's parent must notify the School when there is a change in the location of the parent's or student's primary residence. The board shall review the residency status of students enrolled at the school on a monthly basis. Any residency determination made by the School pursuant to this policy may be reviewed by the school district.

References:

US Constitution, Fourteenth Amendment Title IX of Education Amendments Act (20 USC 1681 et. seq.) The Civil Rights Act of 1964 The McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2]) Rehabilitation Act of 1973 (29 USC 791 et. seq.) Equal Educational Opportunity Act of 1974 (20 USC 1703 et. seq.) The Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.) Ohio Constitution Ohio Revised Code 3314.11; R.C. 3313.64(B)(1); R.C. 3313.64(K); 3314.03(32) National Heritage Academies Admissions and Enrollment Practices & Procedures National Heritage Academies Homeless Child Practices & Procedures National Heritage Academies Student Cumulative File Practices & Procedures

Effective Date:

## NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (OH)

The school will comply with all applicable federal and state laws related to admissions and enrollment.

#### **Non-Discrimination**

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing public school. Applicants who do not reside in Ohio are not eligible for admission or enrollment in the school.

#### **Open Enrollment Period and Notice**

The "**Open Enrollment Period**" for the first year of operation will be determined prior to June 30 by the NHA Admissions Department and included in the notice of Open Enrollment. In all subsequent years, the Open Enrollment Period is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school.

National Heritage Academies (NHA) and/or the school will provide notice of Open Enrollment on its website and by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation; (b) mailing a written notice of the Open Enrollment Period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the Open Enrollment Period at the school. In addition, notice may also be provided by airing a public service announcement on local television.

As part of the enrollment process, the school staff will communicate or meet with families, parents/guardians and students prior to the first day of school.

#### **Application Procedures**

Interested parties may obtain applications at:

- The school's website
- The offices of the school
- The service center of NHA at 3850 Broadmoor SE, Suite 201, Grand Rapids, MI 49512 or by calling 866-NHA-ENROLL from 8:00 a.m. to 5:00 p.m. EST.

Applications will be mailed, emailed or faxed to anyone requesting an application by telephone.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during and after the Open Enrollment Period. If applications received during the Open Enrollment Period exceed offered seats in any grade level ("over-subscribed grades"), a random selection process will take place for all affected grade levels. If applications received are fewer than offered seats in each and every grade level ("under-subscribed grades"), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period <u>will not</u> be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Prior to the start of school, accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form, Official Release of Records Form, and Proof of Residency documentation. The school will send letters to parents/guardians reminding them of this obligation in order to enroll their child. The school will send

## NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (OH)

all applicants a postcard to inform parents/guardians that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated, the student will forfeit his/her registered status in the school and will not be enrolled. The school may attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to re-enter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must re-submit an application for the following school year during the next Open Enrollment Period.

#### **Random Selection Process**

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, board member, anyone applying to the school, or an NHA employee. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill available offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected, the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection process is open to the public and will be video recorded. In the event of any discrepancy, the video recording will be the official record of placement of students.

#### **Class Size and Offered Seats**

Class size and offered seats will be recommended by NHA and submitted to the school board of directors for approval. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter contract or applicable law.

#### **Enrollment Preferences**

Enrollment preference is first given to currently enrolled students. Next preference is given to the following ordered categories of applicants:

- Siblings of students who are attending the school the previous year
- Children of the school's employees
- · Applicants residing in the school district where the school is located
- All remaining applicants

If permitted by law, other enrollment preferences may be granted.

#### **Procedural Steps**

#### Step 1: Setup

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include, but not be limited to, the student's name, birth date, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

## NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (OH)

#### Step 2: Admission of Applicants Applying for Under and Over-Subscribed Grades

A neutral third-party person (as previously described) will perform a random selection of the names of each applicant. Any under-subscribed grades will be considered before the over-subscribed grades in descending order. After all under-subscribed grades have been identified, the order of the over-subscribed grades will be randomly selected. Once the grade order has been established, randomly selected students will be placed in available seats or on the waiting list in the applying grade if an offered seat is not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time or granted sibling preference, but will wait until their grade level is selected.

#### Step 3: Waiting List Priority

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

#### **Appeals**

Any parent or guardian may contest or appeal the random selection process, in writing, to the school's board of directors. Following receipt of the parent's/guardian's written appeal, a school board designee will contact the parent/guardian to discuss the nature of the concern or objection. Final decisions will be made by the school board or its designee.

# 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.

# PATHWAY SCHOOL OF DISCOVERY

## 251 Attendance/Truancy/Withdrawal

#### **General Policy**

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the student and requires continuity of instruction and classroom participation. A parent must contact the School in accordance with the procedure set forth in the Missing and Absent Children Policy 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 illness or injury. If lasting more than five days, a note from a physician can be requested
- 2. Funerals
- 3. Doctor or dental appointments (which could not be arranged outside school hours)
- 4. Religious observances
- 5. Authorized absence (approved by the principal)
- 6. If a student is absent from School for the sole purpose of traveling out of state to participate in a School-approved enrichment activity or extracurricular activity, the School shall count that absence as an excused absence, up to a maximum of twenty-four (24) hours per school year that the School is open for instruction. The student must complete any classroom assignments he/she misses due to the absence. If the student will be absent for twenty-four (24) or more consecutive hours that the School is open for instruction, a classroom teacher must accompany the student during the travel period to provide the student with instructional assistance in order to count the student as in attendance.

The Principal or his/her designee reserves the right to verify statements and to investigate the cause of absence.

## Withdrawal

A student who fails to participate in seventy-two (72) consecutive hours of learning opportunities will be automatically withdrawn, unless the student's absence is excused. Otherwise, a parent may withdraw a student voluntarily by signing a Student Withdrawal form with the Principal or his/her designee.

Whenever a student withdraws from the School voluntarily, the Student's teacher shall attempt to ascertain the reason for withdrawal and shall immediately inform the Principal or his/her designee of the reason for the withdrawal. If the Student voluntarily withdrew from the School as a result of a change in residence, the Principal or his/her designee shall dispatch notice to the superintendent of the district to which the Student has moved of all essential information regarding the Student, including the Student's new address.

If the Principal or his/her designee becomes aware that a Student who has withdrawn from the School for reasons other than a change of residence is not enrolled in another school, the Principal or his/her designee shall notify the registrar of motor vehicles and the juvenile judge of the county in which the School is located of the Student's likely violation of the State's compulsory education laws. Notice shall be given within two weeks and shall include the Student's name, address, date of birth, School, and the district where the Student resides. Any notice given in error shall be immediately rescinded by the Principal or his/her designee.

## Disciplinary Action for Unexcused Tardiness or Absence

Repeated unexcused absences/tardiness may be grounds for disciplinary action that will not include suspension or expulsion.

A student is tardy when a student arrives late for School or for a class. When tracking hours of missed instruction for excessive absence and truancy purposes, the School shall :

Track tardiness and early dismissals to the nearest hour of missed instruction for each instance of tardiness or early dismissal per day.

Students shall not be considered absent for purposes of habitual truancy calculations while out of class for a legitimate reason, including but not limited to restroom breaks, visits to the nurses office, counselor meetings, or remediation sessions.

Any student who, due to a medically-documented physical or mental impairment, is absent for an extended period will not be disciplined. Such students may be entitled to receive an education tailored to their individual needs or abilities as provided for under federal and/or state law.

## Truancy and Absence Intervention Strategies

The Principal or his/her designee may act as the School's attendance officer or delegate that duty as permitted by law. The School's attendance officer shall investigate possible School attendance violations, and is authorized under Ohio law, to serve warrants, to enter places where children of compulsory School age are employed, and to take such other actions as may be necessary to enforce the compulsory education laws.

A student is excessively absent from school if a student is absent from the School with or without legitimate excuse for thirty-eight (38) or more hours in one (1) school month or sixty-five (65) or more hours in one (1) school year. Within seven (7) days of a student becoming excessively absent from School, the attendance officer shall notify the student's parents of the student's absences in writing.

A student is habitually truant if the student is absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or seventy-two (72) or more hours in one (1) school year.

Legitimate excuses for the absence of a student otherwise habitually truant include but are not limited to:

- 7. the student was enrolled in another school;
- 8. the student's absence was excused in accordance with applicable law or policy; or,
- 9. the student has received an age and schooling certificate.

If the student is habitually truant and the student's parents have failed to cause the student's attendance, the School will assign the student to an absence intervention team ("AIT") within ten (10) days. The Principal or designee selects the AIT members, who shall include a representative of the School who knows the child and the child's parent, guardian, custodian, guardian ad litem, or temporary custodian. Members may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

Within seven (7) days of the School's determination that the student is a habitual truant, the School will make at least three (3) reasonable, meaningful attempts to secure the child's parent, guardian, or custodian's (for the purposes of this policy, "parent") participation on the AIT. If the parent responds to attempts but is unable to attend, the School will notify the parent of the right to participate by designee. In the event the parent does not respond to the attempts at all, the School will investigate whether the failure to respond triggers child abuse and neglect reporting requirements and instruct the other members of the AIT to develop a plan for the child.

Within fourteen (14) days after its formation, the AIT will develop a written plan to reduce or eliminate Student's further absences. The AIT plan will state that a complaint will be filed in juvenile court alleging that the child is an unruly child not later than sixty-one (61) days after implementation if the child refuses to participate in or fails to make satisfactory progress on the plan or other alternatives to adjudication. The School will make reasonable attempts to provide student's parent with written notice of the plan within seven (7) days of development.

If a student becomes habitually truant during the last twenty-two (22) school days of the year, the School may assign one official to work with the parent and develop an AIT plan in lieu of forming a full AIT.

AIT Exemption: The School shall be exempt from AIT procedural requirements if it has a chronic absenteeism rate of less than 5% of the student body per the last state report card.

The School shall employ absence intervention strategies for all students who are excessively absent from School. Such strategies shall include the following, if applicable:

- 1. Providing a truancy intervention plan for any student who is excessively absent from school;
- 2. Providing counseling for a habitual truant;

- 3. Requesting or requiring a parent to attend parental involvement programs;
- 4. Requesting or requiring a parent to attend truancy prevention mediation programs;
- 5. Notification of the registrar of motor vehicles of student's truancy status if the student misses sixty consecutive hours of instruction or ninety hours of instruction during the course of the school year; and
- 6. Taking legal action under R.C. 2919.222, 3321.20, and/or 3321.38.

On the 61st day after the implementation of an absence intervention plan or other intervention strategy, the attendance officer shall file a complaint with the juvenile court against a student, if all of the following apply:

- 1. the student is a habitual truant;
- 2. the School has made meaningful attempts to re-engage the student through the absence intervention plan, other intervention strategies, and any other offered alternatives to adjudication; and
- 3. the student has refused to participate in or failed to make satisfactory progress on the plan, as determined by the absence intervention team, or any offered intervention strategies or alternatives to adjudication.

If the 61st day falls 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 thirty (30) days from the first day of instruction of the next school year.

If, however, at any time during the implementation phase of the absence intervention plan or other intervention strategy, the student is absent without legitimate excuse for thirty (30) or more consecutive hours or forty-two (42) or more hours in one school month, the attendance officer shall file a complaint with the juvenile court against the student, unless the absence intervention team has determined that the student has made substantial progress on the absence intervention plan.

The Principal or his/her designee is also authorized to establish a parent education program for parents of students who are habitually truant. Any parent assigned to the program who does not complete the program is to be reported to law enforcement authorities for neglect of parent education, a fourth class misdemeanor if found guilty.

This Board consulted with the juvenile court of the counties in which the School is located, parents of students attending the School, and state and local agencies deemed appropriate by the Board prior to adopting this policy.

*R.C.* 2151.011; 2151.27; 3314.03(A)(6); 3321.01; 3321.041; 3321.13-.191; O.A.C. 3301-69-02.

Adopted on this date: \_\_\_\_\_



# Performance Accountability Framework Attachment 11.6

School Name	Pathway School of Discovery	
School IRN	000138	
Building Principal/Director	Tammy Whiting (interim)	
Management Company	National Heritage Academies	
Contract Dates with the ESC of Lake Erie West		
<b>Start Date:</b> 7/1/2014	End Date: 6/30/2022	
School of Discovery mission is to become offer a challenging, character-based educ academic and social expectations. Our sch time so each student reads, computes and	o with parents and the community, the Pathway one of the finest K-8 schools in the country. We ation through a rigorous curriculum with high hool prioritizes the academic and instructional d writes at or above grade level. We expect our their full academic potential in preparation for	

A.01	ACADEMIC PERFORMANCE STANDARD	Achievement: Indicators Met
A.01	ACADEMIC PERFORMANCE STANDARD	Achievement: 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. This measure is based on a series of up to 24 state tests that record 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 25 possible indicators.

**Goals** set for this standard should address 1.) The expected numeric increase; and 2.) at least one targeted grade or content area.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			1 out of 16	2 out of 16
ACTUAL	0 out of 17	0 out of 16		
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

## DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Pathway will seek to increase the Indicators Met score from 0 out of 16 to 3 out of 16 by focusing in math, primarily in grades 3-5. In 2017-18, third and fourth grade were the closest grades to meeting the 80% proficiency target. We've seen success with our K-2 math stories-based approach last year, so we have expanded this program to grades 3-5 this year. We believe this is crucial to building the foundational skills in lower grade. With this program students learn essential facts and skills better than they do from lectures, and as they do so, they polish their procedural fluency and refine their number sense.

THIS A	THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)			

	SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.						
0 points:1 point:2 points:3 points:4 points:Significantly Below GoalBelow GoalProgressing Towards GoalMeets GoalExceeds Goal							

#### A.02 ACADEMIC PERFORMANCE STANDARD

Achievement: Performance Index

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 all students.

**Goals** set for this standard should address 1.) The number of total PI points earned; and 2.) "Movement" (identified in at least two categories) of students scoring Advanced, Accelerated, Proficient, Basic or Limited on at least one of Ohio's State Tests.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			73.0 out of 120 (D)	84.0 out of 120 (C)
ACTUAL	79.5 out of 120 (D)	70.4 out of 120 (D)		
RATING (completed by sponsor)				*Goals in this column will only address the PI score.

## DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Pathway will seek to earn a 73.0 out of 120 in 2018-19 and a C by the end of the charter contract by increasing the percentage of students scoring basic and proficient by 5 percentage points each year. As mentioned above, we will be targeting grade 3-5 students in math. Additionally, we will be utilizing aimswebPlus as our progress monitoring tool and corrective reading and reading mastery as our intervention reading tool.



THIS ARE	THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH	H EVIDENCE PRESENTED BY THE SCHOOL TECHNICAL ASSISTANCE PROVIDED MADE (YES/NO)					

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.						
0 points:1 point:2 points:3 points:4 points:Significantly Below GoalBelow GoalProgressing Towards GoalMeets GoalExceeds Goal						

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.03	ACADEMIC PERFORMANCE STANDARD	Progress
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The Progress component 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 each of the four groups listed.

**Goals** for this standard should address 1.) The overall letter grade; 2.) The overall percentage; 3.) Growth (identified as a percentage) for at least one of the individual measures listed above.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			Overall: -4.0 (F) Lowest: -2.0 (D) SWD: 0.0 (C)	Overall: -2.0 (D) Lowest: -1.0 (C) SWD: 0.5 (C)
ACTUAL	C Overall (0.18) C Lowest (0.38) C SWD (-0.36)	F Overall (-5.67) F Lowest (-2.60) C SWD (-0.13)		
RATING (completed by sponsor)				*Goals in this column will only address the Overall Percentage.

From 2016-17 to 2017-18, Pathway decreased its value-added rating overall and in the lowest 20% subgroup. To improve our value-added index, we're targeting grade 3-5 students in math, as mentioned above, and our struggling readers. As part of our systematic intervention program, we will ensure each student is provided with an initial assessment. This allows our school to create personalized instruction plans for students below grade-level proficiency and to begin closing the achievement gap. We will provide students with tiered interventions and will use data to regularly evaluate our efforts.

THIS AR	THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH	MONTH EVIDENCE PRESENTED BY THE SCHOOL TECHNICAL ASSISTANCE PROVIDED PROGRESS BEING MADE (YES/NO)					

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.						
0 points:1 point:2 points:3 points:4 points:Significantly Below GoalBelow GoalProgressing Towards GoalMeets GoalExceeds Goal						

## PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

## A.04 ACADEMIC PERFORMANCE STANDARD

Gap Closing

Schools must close the gaps that exist in the achievement between groups of students that may be based on income, race, ethnicity or disability. This component shows how well schools are meeting performance expectations for our most vulnerable students in English language arts, math and graduation. It compares the academic performance of nine student groups against the performance of a 10th group; all students in Ohio.

**Goals** for this standard should address 1.) The component score; and 2.) At least one targeted area (reading, math or graduation rate).

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			14.5% F (targeting math)	20% F
ACTUAL	31.3% F	9.5% F		
RATING (completed by sponsor)				*Goals in this column will only address the Overall Percentage.

Pathway earned 9.5% of points on the gap closing measure for the Black, Non-Hispanic subgroup meeting their AMO. Based on the data, our Black, Non-Hispanic subgroup is the closest subgroup to meeting the AMO in ELA. Our plan for improving the gap closing measure is to make incremental gains each year. As mentioned above, we have improved our systems for first identifying students who are performing below grade-level expectations and then providing services to them to help close achievement gaps. We will continue to utilize our curricular tools, Reading Mastery and Reading Street, to provide supplemental instruction in ELA.





THIS AR	THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)			

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.						
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal		

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.05	ACADEMIC PERFORMANCE STANDARD	K-3 Literacy
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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. K-3 Literacy 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. Districts and schools are expected to diagnose reading issues, create individualized reading improvement and monitoring plans, and provide intensive reading interventions.

**Goals** for this standard should address 1.) The component grade; and 2.) At least one measurable, targeted strategy aimed at improving student reading scores.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			(D) 25% moving to on-track	С
ACTUAL	38.6% C	21.2% D		
RATING (completed by sponsor)				*Goals in this column will only address the Component Grade

Pathway decreased its K-3 Literacy from 2016-17 to 2017-18. We are proud we did not receive RIMP deductions, but we know we have work to do to improve our K-3 Literacy score. To do this, we are focusing on the percentage of students moving to on-track each year. To address our struggling readers, we are using aimswebPlus as a progress monitoring tool and then Reading Mastery and Reading Street as an intervention tool. Additionally, we'll monitor student progress through our formative assessment process, including classroom assessments, NHA's common assessments, and a benchmark assessment to ensure individual student learning progresses appropriately.

22 Students Moved to On Track – 0 RIMP Deductions 104 Students Started Track 0 21.2%			
	1	irack —	104 Students Started O Track
78.8 21.2		D 2′	1.2%
		78.8	21.2

THIS ARE	THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)			

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.						
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal		

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

A.06	ACADEMIC PERFORMANCE STANDARD	Graduation Rate
A.00	ACADEMIC PERFORMANCE STANDARD	Graduation Rate

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.

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

**Goals** set for this standard should address 1.) The overall component letter grade; and 2.) The overall component percentage.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL	N/A	N/A	N/A	N/A
ACTUAL	N/A	N/A	N/A	N/A
RATING (completed by sponsor)				*Goals in this column will only address the overall component percentage.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

THIS AR	THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)			

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.						
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal		

#### A.07 ACADEMIC PERFORMANCE STANDARD

**Prepared for Success** 

The Prepared for Success component looks at how well prepared Ohio's students are for all post-secondary opportunities. Using multiple measures for 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 three measures: ACT or SAT remediation-free scores; An Honors Diploma; or Earning twelve points through an industry-recognized credential or group of credentials in one of 13 high-demand career fields. "Bonus" points are potentially earned by students for meeting additional criteria associated with Advanced Placement scores, International Baccalaureate credits, or College Credit Plus credits.

**Goals** for this standard should include 1.) The letter grade for the component score; 2.) The overall percentage of the component score; and 3.) A specific strategy to show growth in one or more of these six measures.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL	N/A	N/A	N/A	N/A
ACTUAL	N/A	N/A	N/A	N/A
RATING (completed by sponsor)				*Goals in this column will only address the overall component percentage.

DESCRIPTION OF MEASURE AND MONITORING STRATEGY

THIS ARE	THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)			

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.						
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal		

## PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

#### A.08 ACADEMIC PERFORMANCE STANDARD

Other Academic Measure

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.

**Goals** set for this standard should include a brief description of the assessment and the increase being expected.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			40%	40%
ACTUAL				
RATING (completed by sponsor)				

#### DESCRIPTION OF MEASURE AND MONITORING STRATEGY

Early Literacy: Students in grades K-1 will take a nationally normed standardized assessment, aimswebPlus. Each year, at least 40 percent of K-1 students will meet either an end of year benchmark or growth fluency goal.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)		

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.							
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal			

PERFORMANCE SUMMARY:
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## A.09 ACADEMIC PERFORMANCE STANDARD

**Comparative Data from Similar Schools** 

In order to evaluate performance data for a given school, it is often useful to consider how similar schools compare in the same components. ODE utilizes a method referencing six criteria to determine a "similar school" for local comprehensive districts. Because of the unique nature of Community Schools, "similar schools" should be comparable in ADM, percent poverty, and percent minority students. In determining "similar schools", this can be any two schools within the state that are comparable in one of the areas to your school, this may include one or both being schools within the same management company.

**Goals** in this area should: 1.) Include the verbiage: "performing at rates higher than or equal to"; 2.) Identify at least two "similar" schools; 3.) Address at least one of the following areas as reported on the LRC: Performance Index, Progress, Gap Closing, K-3 Literacy Rate, or Graduation Rate.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL	N/A	N/A	#1 Below	#2 Below
ACTUAL	N/A	N/A		
RATING (completed by sponsor)				

DESCRIPTION OF MEASURE AND MONITORING STRATEGY
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School	Economically Disadvantaged	Minority	Performance Index Score	Overall VA
Pathway School of Discovery	75%	46%	74.0	F
Wright Brothers Elementary School	65%	40%	79.6	A
C F Holliday Elementary School	73%	46%	76.9	A

1. Pathway School of Discovery will perform at rates higher than or equal to C F Holiday Elementary School on the Performance Index.

2. Pathway School of Discovery will perform at rates higher than or equal to Wright Brothers Elementary School on the Performance Index.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)		

## SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.

0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal

## PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

## NA.01

## 1 NON-ACADEMIC PERFORMANCE STANDARD

Mission Specific Goal

The mission statement is unique to the school and determines what makes the school stand out from other schools.

The **Mission** of the school is: "Working in partnership with parents and the community, the Pathway School of Discovery mission is to become one of the finest K-8 schools in the country. We offer a challenging, characterbased education through a rigorous curriculum with high academic and social expectations. Our school prioritizes the academic and instructional time so each student reads, computes and writes at or above grade level. We expect our student to master basic skills and realize their full academic potential in preparation for higher education and adulthood."

**Goals** set for this standard should address a specific area from the school's mission statement. Examples could include Character education, student behavior, STEM focus, College preparatory.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			Each classroom teacher will provide a moral focus lesson for 15 minutes, three times a week, using the moral focus curriculum.	Each classroom teacher will provide a moral focus lesson for 15 minutes, three times a week, using the moral focus curriculum.
ACTUAL		Met		
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

## DESCRIPTION OF MEASURE AND MONITORING STRATEGY

To ensure that we are meeting our mission of offering a challenging character-based education, each classroom teacher will provide a moral focus lesson for 15 minutes, three times a week, using the moral focus curriculum.

This goal will be measured through reviewing teacher lesson plans and classroom observations.

THIS ARE	THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.						
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)				

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.							
0 points:1 point:2 points:3 points:4 points:Significantly Below GoalBelow GoalProgressing Towards GoalMeets GoalExceeds Goal							

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

#### NA.02

#### NON-ACADEMIC PERFORMANCE STANDARD

Attendance

The Ohio Department of Education historically has ranked schools as proficient with a year ending attendance percentage of 93%.

The **Attendance rate** is measured by "Student Attendance Rate" means the ratio of the number of enrolled students actually in attendance (Aggregate Attendance) for a Full Academic Year to the number of enrolled students (Aggregate Membership) for that school year. (OAC 3301-18-01). This number is expressed as a percentage.

**Goals** set for this standard should address 1.) Increasing student attendance to the proficiency rate of 93% or higher; and 2.) Identify strategies in which the school will work to accomplish this goal. (Strategies may include; increasing family involvement through activities at the school, implement student attendance incentive programs, create a peer mentoring system for students, etc.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			At or above 93%	At or above 93%
ACTUAL		93.4%		
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

Goal: Each year, the school will average a student attendance rate at or above 93%.

Strategies: To ensure we meet this goal, we will help parents understand that every day matters by meeting with parents or providing various materials to show how their student's attendance impacts their learning. This goal will be measured by analyzing student attendance rates at the end of the year.

THIS ARE	THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH EVIDENCE PRESENTED BY THE SCHOOL TECHNICAL PROGRESS BE ASSISTANCE PROVIDED MADE (YES/NO						

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.						
0 points:1 point:2 points:3 points:4 points:Significantly Below GoalBelow GoalProgressing Towards GoalMeets GoalExceeds Goal						

## PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

Parent/caregivers are key stakeholders in the success of Community Schools.

The **Parent Satisfaction** increases 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.

**Goals** set for this standard should address what form of feedback will the school solicit from parents/caregivers (survey, phone calls, in person meetings, etc.) and identify what the school will do with the feedback received.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			overall parent satisfaction rate of 80%	overall parent satisfaction rate of 80%
ACTUAL		87%		
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

Each year, the school will have an overall parent satisfaction rate of 80% as determined by the parent satisfaction survey administered during the spring of each year.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.						
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)			

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.							
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal			

## PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

#### NA.04 NON-ACADEMIC PERFORMANCE STANDARD

**Governing Board Performance** 

All community schools are required to comply with all rules and regulations regarding a Governing Board.

The **Governing Board Performance** is the expectation that the Governing Board will take on roles and responsibilities in order to complete the work efficiently and effectively.

**Goals** set for this standard should address the ability of the individual members and/or combined entity increasing the efficiency and/or effectiveness of the board. This could include; professional development, attendance rates at meetings, attendance rate at school functions as well as interaction with key stakeholders of the community school.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			One Professional Development per year.	One Professional Development per year.
ACTUAL		Met		
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

Each Board member will complete one Professional Development per year.

This goal will be measured by using the Board Member Profile that is reviewed by Board members annually.

THIS ARE	THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.						
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)				

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.					
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal	

## PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

NA.05	NON-ACADEMIC PERFORMANCE STANDARD	Organizational/Operational
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All community schools are required to submit a variety of documents in Epicenter yearly.

The **Organizational /Operational** contract must include a performance framework that defines your schools expected organizational/operational outcomes with clear, measurable and inclusive targets.

Goals set for this standard should address the on-time and accuracy of compliance submissions within Epicenter.

	2016/17	2017/18	2018/19	Contract End Date: 6/30/2022
GOAL			3-star rating within Epicenter.	3-star rating within Epicenter.
ACTUAL		3-star		
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

Each year, the school will have a 3-star rating within Epicenter at the end of the school year as determined by the "compliance statistics" page.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.					
MONTH EVIDENCE PRESENTED BY THE SCHOOL		TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)		

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.					
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal	

# PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR

#### NA.06 NON-ACADEMIC PERFORMANCE STANDARD

**Financial Performance and Sustainability** 

All community schools are required to submit evidence of the financial performance and sustainability of the school to the sponsor.

The **Financial Performance and Sustainability** framework that defines your schools expected financial outcomes with clear, measurable and inclusive targets.

**Goals** set for this standard should address the financial performance and sustainability with specific annual and over-the-contract-term metrics and targets. (audits, debt, building ownership, enrollment, or cash balance)

	2016/17	2017/18	2018/19	Contract End Date:
GOAL			Unmodified audit	Unmodified audit
ACTUAL				
RATING (completed by sponsor)				*Goals in this column will only address the Indicators Met numeric value.

Goal: Each year, the school will receive an unmodified audit.

Strategy: Each year the Governing Authority will appoint an audit firm to conduct the annual audit of the school. The Board will use the audit report to ensure the goal is met.

THIS AREA WILL BE COMPLETED BY THE REGIONAL TECHNICAL ASSISTANCE EDUCATOR.				
MONTH	EVIDENCE PRESENTED BY THE SCHOOL	TECHNICAL ASSISTANCE PROVIDED	PROGRESS BEING MADE (YES/NO)	

SUMMARY RATING FOR THIS STANDARD: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF ACADEMIC SCHOOL YEAR.					
0 points: Significantly Below Goal	1 point: Below Goal	2 points: Progressing Towards Goal	3 points: Meets Goal	4 points: Exceeds Goal	

PERFORMANCE SUMMARY: THIS AREA WILL BE COMPLETED BY THE SPONSOR AT THE END OF THE ACADEMIC SCHOOL YEAR