

**MODIFICATION NO. 4
TO OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West ("Sponsor" or "ESCLEW")
AND
Menlo Park Academy ("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, 2011; and

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

NOW THEREFORE, the parties modify the Contract as follows:

1. Article I, Section 1.7. Add the following sub-paragraph:

"Review the financial and enrollment records of the School at least once per month with the governing authority or fiscal officer and provide a written report regarding the review within ten days after the review."

The rest of Section 1.7 remains as originally written in the Contract.

2. Article II, Section 2.1. At the beginning, add the following sentence: "All Governing Authority members must be pre-approved by Sponsor. Such approval will be based on criminal background checks and conflict of interest disclosures, and approval will not be denied without cause." The rest of Section 2.1 remains as originally written in the Contract.

3. Article II, Section 2.4. At the end, add the following paragraphs:

"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 Ohio Department of Education 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.”

The rest of Section 2.4 remains as originally written in the Contract.

4. **Article III, Section 3.4.** Replace the first sentence with the following: “If the School applies for Priority 2 E-Rate funding or if it is otherwise required by law, the School must have a state-approved technology plan and complete any necessary filing procedures on or before the applicable deadlines.” The rest of Section 3.4 remains as originally written in the Contract.
5. **Article IV, Section 4.1.** In the first paragraph, add sections 3301.948, 3313.6020, 3313.7112, and 3313.89, and remove chapters 3307 and 3309. In the second paragraph, add sections 2921.43 and 2921.44. The rest of Section 4.1 remains as originally written in the Contract.
6. **Article VI, Section 6.4.** Add the following sentence: “The School must submit a calendar of assessments to Sponsor prior to the start of each academic year.” The rest of Section 6.4 remains as originally written in the Contract.
7. **Article VI, Section 6.13.** Add the following sentence: “The School must keep attendance records and requirements for non-classroom-based learning opportunities.” The rest of Section 6.13 remains as originally written in the Contract.
8. **Article VII, Section 7.2.** Add the following subparagraph: “the number and percentage of students on IEPs, the number of those students on home instruction per the IEP, and any associated children’s residential center (CRC).” The rest of Section 7.2 remains as originally written in the Contract.
9. **Article VIII, Section 8.1.** Replace the final sentence with the following: “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.” The rest of Section 8.1 remains as originally written in the Contract.
10. **Article VIII, Section 8.3.** At the end, add the following sentence: “To the extent required or allowed by state or federal law, the School shall comply with chapters 3307 and 3309 of the Ohio Revised Code.” The rest of Section 8.3 remains as originally written in the Contract.
11. **Article VIII, Section 8.4.** Replace the second and third sentences with the following: “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.” The rest of Section 8.4 remains as originally written in the Contract.

12. **Article X, Section 10.2.** Add the following sub-paragraph:

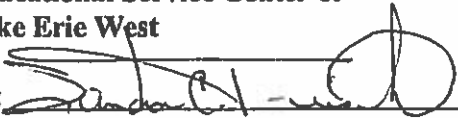
“A failure of the Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to report data or information, or the reporting of improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to ESCLEW.”

The rest of Section 10.2 remains as originally written in the Contract.

13. **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: 10/28/15

**Governing Authority of
Menlo Park Academy**

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: 10/13/15

MENLO PARK ACADEMY

RESOLUTION OF THE BOARD OF DIRECTORS

ADOPTED AUGUST 3, 2015

WHEREAS, Menlo Park Academy ("MPA") and Educational Service Center of Lake Erie West ("ESCLEW") have entered into an amended and restated Community School Contract effective on July 1, 2011 (the "Contract");

WHEREAS, ESCLEW has proposed certain modifications to the Contract presented to the Board of Directors of MPA at a meeting on the date hereof (the "Modification"); and

WHEREAS, the Board of Directors of MPA has reviewed and discussed the Modification;

THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the Modification in its entirety, adding the following wording to the proposed change to Article II, Section 2.1: "(to ensure statutory requirements only)";

FURTHER RESOLVED, that the Chairperson of the Board of Directors be and hereby is authorized and directed to execute the Modification and deliver the Modification and any other documents in connection with the Modification as the Chairperson may determine to be necessary or desirable to carry out the purposes of these resolutions;

FURTHER RESOLVED, that the Board of Directors hereby adopts and incorporates by reference any form of specific resolution to carry into effect the purpose and intent of the foregoing resolutions, or covering authority included in matters authorized in the foregoing resolutions, and the Secretary is directed to insert a copy thereof in the minute book of the Company following this action by directors and to certify the same as having been duly adopted hereby;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Chairperson within the terms of the foregoing resolutions be, and are hereby, ratified and confirmed as the acts and deeds of MPA.

Teri Harrison, Board Chair, MPA

Teri Harrison, Board Chair, President

ATTACHMENT 11.6

PERFORMANCE ASSESSMENTS, GOALS, STANDARDS, AND INTERVENTIONS

The community school sponsor is responsible to provide oversight and technical assistance to the community schools that it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system, and it provides the information that will be used in making rigorous and standards-based renewal, revocation, and intervention decisions. At the core of these decisions, the Educational Service Center of Lake Erie West (ESCLEW) considers the well-being and interests of the students served by the community school.

This attachment includes (a) the framework by which ESCLEW will assess the performance of the school, (b) the interventions and technical assistance that ESCLEW may utilize if ESCLEW consultants perceive the need, and (c) the academic and non-academic performance goals of the school.

A. Performance Assessment Framework

The performance assessment details many items that ESCLEW will review in its oversight of the school. If an issue arises, ESCLEW may utilize intervention(s) listed in this attachment, including any technical assistance necessary to assist the school. These areas will also be used in assessing the renewal or non-renewal of the school.

Overview – Areas of Assessment

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting, and Data
- Special Education and Other Diverse Learning Needs
- Academics

Mission and Vision Statements

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming

Governance

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of Federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes

- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

Fiscal or Financial Matters

- Timely submission of financial documentation to Sponsor, including:
 - Balance sheet – statement of financial position
 - Income statement – statement of activities
 - Monthly budget to actual, including all revenue sources
 - Monthly separated grants reporting
 - Monthly enrollment reports
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance
- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications
- Appropriate discipline administration and discipline training for staff, including restraint, seclusion, and positive behavioral intervention supports

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. The School understands that, every year, additional measures and components will be added and graded and that an overall grade will be calculated starting in Fiscal Year 2015.

- **Graduation Rate** measures the percentage of students who entered in 9th grade and graduated 4 and 5 years later. Currently, Graduation Rate has a 4 year component (anything below an 84% will require targeted assistance) and a five year component (anything below an 85% will require targeted assistance).
- **K-3 Literacy** measures the improvement in reading for grades K-3. Currently, K-3 Literacy Improvement has one component, but may have more components in the future.
- **Prepared for Success** measures whether graduates are prepared for college or a career. Prepared for Success currently has one component, and it consists of College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate components.
- **Achievement** measures “absolute achievement.” Achievement consists of the Performance Index (anything below a 70% will require targeted assistance). This assesses the achievement of every student (not just which students are proficient) and points are received for each level. The Achievement measure also consists of the Performance Indicators. The indicators show how many students have a proficient level of knowledge. Schools need to have 80% of their students reach proficient in order to meet an indicator. The indicators combine to show a letter grade and that letter grade must be a C, or 70% or more, to avoid targeted assistance.
- **Progress** represents the average annual level of improvement of each student. Its components consist of Value Added Overall, Gifted Students, Progress within the Lowest 20%, and Students with Disabilities (all must be greater than or equal to a -1 value added gain index in order to avoid targeted assistance).
- **Gap Closing** measures the narrowing of gaps in reading and math among subgroups of socio-economic, racial, ethnic, or disability. It is also called Annual Measurable Objectives (AMOs) (anything below a 70% will require targeted assistance).
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that the Sponsor may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. The Sponsor will make attempts to both streamline and customize interventions based on the School’s operational structure and mission.

Many of the interventions listed below require the Sponsor to provide technical assistance. The Sponsor has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies.

All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies or cures imposed by Sponsor may be, but are not limited to the following:

Mission and Vision Statements Interventions

- Sponsor technical assistance in reaching the mission of the School and to assess the ability of the School to realize its mission, which may include aspects of culture, parent satisfaction, or other visions stated by the School in its Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at School's cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School's cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

- Sponsor technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by Sponsor
- Recommendations of Sponsor to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulation, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adherence to guidance, as to roles and responsibilities
- Required replacement of absenteeism or members hampering business or quorum
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the Code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to Sponsor, at School's cost
- Other tailored interventions based on the specific circumstances

Fiscal or Financial Matters Interventions

- Sponsor technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt- to- asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment variances and withdrawal frequencies, requirements of minimum unrestricted cash, and increased transparency enhancements for analytical purposes
- Compliance plans for recurring or material findings
- Contingency plans addressing potential funding shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified Treasurer consultant, at the School's cost.
- Independent training, at the School's cost
- Other tailored interventions based on the specific circumstances

Special Education and Other Diverse Learning Needs Interventions

- Sponsor technical assistance, including but not limited to Sponsor audit of files
- Legal review of practices and procedures targeted to issues discovered, at School's cost
- State audit of files and State training, at School's cost (if any cost required)
- Training, at the School's cost
- Independent Audit, at the School's cost
- Other tailored interventions based on the specific circumstances

Academic Interventions

- Sponsor technical assistance
- Targeted assistance by the Sponsor as defined below
- Face to face meetings and increased reporting to Sponsor on progress
- Checklists, plans to cure, and periodic data reporting
- Revisions to the Ohio Improvement Plan
- Required academic or professional assistance
- Parent Engagement to support students in academics, attendance, and curriculum
- Curriculum Mapping
- Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
- OTES and OPES evaluations of staff
- Required training on the Ohio report card indicators or components
- Targeted coaching, at the School's cost
- Targeted tutoring before or after school and/or weekends, at the School's cost

Targeted Academic Interventions and Assistance

Reports on academic data for all measures and components of the Ohio Local Report Card will be required and submitted to Sponsor by October 15 of each school year. A meeting will be required yearly (between October 1 and December 15) between the Sponsor and the School's chief academic officer or administrator(s) to assess the readiness of the School to collect data, assess data, cure weaknesses, and report to the Sponsor. If the School is not fully prepared for this meeting, the School may be subject to some level of discipline.

Any D or F in any measure, or any relative weakness in a component or measure, will require targeted intervention. The first step of that intervention will be the School's submission of all data which make up the measure, or components of that measure, and which components have caused the grade of a D or F. The School must list each component with all proof of accurate data to support it, and the School must report quarterly on academic data for measures and components identified as weaknesses.

All academic interventions will require a thorough understanding of weaknesses, based on data and tools recommended by Sponsor, a thorough understanding of in which measure and which component within a measure the weakness occurs, and a targeted plan to cure that particular weakness or those weaknesses, whether it be Graduation Rate, K-3 Literacy Improvement, Prepared for Success, Achievement, Progress or Gap Closing, or any other measure now assessed or required to be assessed in the future.

Each plan to cure the weaknesses will require bi-monthly reporting to the Sponsor with a narrative as to how the plan is achieving progress. Should the plan be showing lack of progress, after two months of data, the plan will be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

Comments on Statutory Consequences

A non-renewal may occur in accordance with any cause allowed by Chapter 3314 of the Ohio Revised Code or the Contract. In making renewal decisions, the Sponsor will consider the school's academic performance and progress, as well as the non-academic areas listed within the Performance Accountability Framework, in conjunction with the information provided with the school's renewal application.

Probation, which may lead to suspension, may be used for any cause allowed by the Code, including but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or the Sponsor for two or more times per year, or for over five business days
- Lack of compliance with laws or the Contract
- Failure to achieve academic goals, as listed in the Performance Accountability Framework
- Any fiscal matter of any level of risk

- Governance, administrative, or minor financial issues that can be adequately corrected by a Plan to Cure acceptable to Sponsor
- Potential or actual ethics or conflicts violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent failure to achieve academic goals, despite corrective action plans and technical assistance
- Money owed to the State or its agencies, vendors, or the Sponsor that is delinquent, overextended, or may or does render insolvency
- Inability to make payroll
- Undisclosed debt or obligations
- Lack of accuracy in or misrepresentation, cheating, or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
- Other matters of noncompliance, the magnitude or risk of which may be assessed by Sponsor as good cause or allowed by the Code
- Uncorrected or actual ethics or conflict violations
- Inability to meet, or lack of progress in meeting, the terms of the Contract, the laws, rules, regulations or requirements, or the reasonable requests of Sponsor geared to correct deficiencies as cited in a probation notice or corresponding corrective action plan

Termination of the Contract will occur if the School fails to develop a corrective action plan or fails to comply with or remedy the problems cited in the corrective action plan developed with the Sponsor as part of a suspension.

Permanent closure under ORC 3314.35 or 3314.351 will occur under the following circumstances:

- For schools with grades no higher than 3, for two of the past three years, the school has either been in academic emergency, received an F in improving literacy in grades K-3, or received an overall F.
- For schools with grades 4-8, but no higher than 9, for two of the past three years, the school has either been in academic emergency and not met value-added growth, received an F for the performance index score and an F for value-added progress, or received an overall F and an F for value-added progress.
- For schools with grades 10-12 that are not drop-out recovery schools, for two of the past three years, the school has either been in academic emergency, received an F for the performance index score and not met AMOs, or has received an overall F and an F for value-added progress
- For drop-out recovery and prevention program schools, for two of the past three years and beginning on July 1, 2014, the school received a designation of “does not meet standards.”

Currently, schools in which a majority of the enrolled students are children with disabilities receiving special education and related services are exempt from statutory closure on the basis of academic performance. However, Sponsor may non-renew or progress toward termination for a special education status school if the school fails to meet its academic goals.

C. 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.

C. 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.

Academic Performance Goals

Performance Area	Metrics	Goal(s)
Achievement	Proficiency Level Indicators: Percentage of students scoring at or above proficient, by grade and subject; Local Report Card grade, percent, and number of indicators met	<p>Maintain our “A” rating and 100% of indicators met throughout the school’s history.</p> <p>Increase percentage of students scoring above the “proficient” level</p> <p>Ensure needs of students scoring at “proficient” are addressed</p> <p>Zero students scoring below “proficient” level.</p> <p>See detailed measures below:</p> <p>Current 4th graders will make the following increases in reading scores:</p> <p>Proficient – from 10% to 5%</p> <p>Accelerated – from 17% to 20%</p> <p>Advanced – from 74% to 75%</p> <p>Current 4th graders will make the following increases in math scores:</p> <p>Proficient – from 14% to 7%</p> <p>Accelerated – from 10% to 14%</p> <p>Advanced – from 76% to 79%</p> <p>Current 5th graders will make the following improvements in reading:</p> <p>Proficient – from 11% to 5%</p> <p>Accelerated – from 36% to 39%</p> <p>Advanced – from 53% to 56%</p> <p>Current 5th graders will make the following improvements in math scores:</p> <p>Proficient – from 4% to 0%</p> <p>Accelerated – maintain 20%</p> <p>Advanced – from 76% to 80 %</p> <p>Current 6th graders will make the following improvements in reading:</p> <p>Proficient – from 52% to 42%</p> <p>Accelerated – from 28% to 33%</p> <p>Advanced – from 20% to 25%</p>

		<p>Current 6th graders will make the following improvements in math scores: Proficient – from 11% to 12% Accelerated – from 29% to 32% Advanced – from 53% to 56%</p> <p>Current 7th graders will make the following improvements in reading scores: Proficient – from 20% to 22% Accelerated – maintain 34% Advanced – from 43% to 44%</p> <p>Current 7th graders will make the following increases in math scores: Proficient – from 3% to 0% Accelerated – from 10% to 12% Advanced – maintain 88%</p> <p>Current 8th graders will make the following increases in reading scores: Proficient – from 16% to 8% Accelerated – from 28% to 32% Advanced – from 56% to 60%</p> <p>Current 8th graders will make the following increases in math scores: Proficient – from 25% to 12% Accelerated – from 47% to 57% Advanced – from 28% to 31%</p>
	Performance Index: Local Report Card grade, score, and/or percent increase from previous year	Maintain a minimum of 110 PI.
Progress	Local Report Card grade and value-added progress scores, by subgroup, grade, and subject	Increase current rating of “F” for gifted value added to a “C” or better by 2017. 2014 Mean NCE Gains all met VA requirements: Grade 4: -0.1 Grade 5: 1.8 Grade 6: 1.2 Grade 7: 0.4 Grade 8: -1.7 Targeted areas for growth: Grade 4 Reading: current VA score -3.22 Grade 5 Reading: current VA score -1.29 Grade 6 Math: current VA score -2.15 Grade 7 Reading: current VA score -1.46 Goal for all areas is to be in the range of -0.5 to 1.0 VA score.
Gap Closing	Local Report Card Annual Measurable Objectives grade	Maintain our 100%, “A” rating throughout the school’s history

	and percentages, by subgroup and subject	
Graduation Rate	Local Report Card grade and percentages for four- and five-year graduation rates	NA
K-3 Literacy Improvement	Local Report Card grade, percentage of students achieving or exceeding targeted gains, 3 rd grade reading guarantee diagnostics and assessments	100% of third graders passed the Reading OAA. Nine students in grades K-3 have scored “not on track” in Reading Diagnostic testing. Our goal is to maintain fewer than 10% of children needing a RIMP in grades K-3.
Prepared for Success	Local Report Card component grade, percentage of students scoring at each performance level	NA
Student Performance	Other valid and reliable assessments as indicated in Attachment 6.4	Demonstrate student growth with other assessment tools more appropriate for gifted learners via out of level testing. Ensure minimum of 1 year growth standard across all grades.

Non-Academic Performance Goals

Performance Area	Measure(s)	Goal(s)
Attendance	Attendance levels as measured by the Local Report Card, school’s attendance system	Maintain or exceed our current attendance rate of 96.2% throughout the school’s history
Post-Secondary Enrollment		NA
Mission Statement		Menlo Park Academy is a public school that develops the potential of gifted learners through an exemplary program of rewarding experiences that nurtures the whole child.
Parent Satisfaction		Survey results show 91% of respondents feel that MPA gives an excellent educational opportunity for all students. Some areas of concern were: the potential building move and staff and administration turnover. Our goal is to increase parent satisfaction to 95% over the next two years by giving timely and clear communications about the status of our move (potentially staying on Triskett for one more year before moving to West 53 rd) and supporting staff members in order to make them want to stay.
Financial Performance and Sustainability		<p>Alternative Funding Goal: Additional funding opportunities will be explored and a report delivered articulating options. This may include after-school programs, camps, and capital campaign or grants. Research will be conducted and a report delivered by March 1, 2015 showing the results and recommendations for these opportunities</p> <p>Development Plans Goal: Identify pathways to sustainable advancement methodology aligned with board vision. Options</p>

		will be evaluated and a report shared by April 30, 2015 showing recommendations.
Governing Board Performance		<ol style="list-style-type: none"> 1. Support & develop school leadership: <ol style="list-style-type: none"> a. Build a strong partnership with the SD to ensure the board’s vision for MPA is clearly communicated and accountability metrics and reporting expectations are defined. b. Communicate shared vision to the SD c. Establish clear expectations and accountability measures d. Articulate regular reporting expectations e. Ensure onboarding plan is executed with appropriate follow through 2. Expand board membership by seeking, recruiting, nominating & orienting new board members with skills to fill the gaps. 3. Increase board member knowledge of role and responsibilities. Members commit to 5 hours of CE each year. 4. Commit to committee development, empowerment, and growth by ensuring committees set clear goals annually and regularly report their progress to the board. 5. Commit the necessary resources (board, staff, and volunteers) to accomplish the goals.
Other School-Specific Goals		<ol style="list-style-type: none"> 1. MPA will ensure the current facility usage is optimized for the successful delivery of our program for SY14-15 & SY15-16. We will focus on a path to purchase and/or renovate an existing structure on a campus-type site for SY16-17. 2. Each MPA learner is challenged to achieve his/her potential by appropriate instructional strategies and rewarding educational experiences. MPA students receive dynamic instruction from talented faculty members using the most meaningful and effective tools in an environment that is reflective of their broader world. Students exceed all metrics outlined in school’s charter and educational plan and the school remains one of the top 10 public schools in the state. 3. MPA’s communications strategy demonstrates

		<p>that the MPA community (board, staff, students, and their families) are valued and are empowered with the opportunity to be engaged, connected, and involved in the continued evolution of the organization.</p>
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TO OHIO COMMUNITY SCHOOL CONTRACT
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AND
Menlo Park Academy (“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, 2011; and

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

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article I, Section 1.2.** At the end, add the following paragraph:

“The School is a separate, independent, and autonomous legal entity, responsible for educational programming, staff, budgeting and finance, and scheduling, and is not related to, an agent of, or under the control of the Sponsor, notwithstanding anything required herein or under the law related to the Sponsor’s duties of oversight or intervention.”

The rest of Section 1.2 remains as originally written in the Contract.

2. **Article IV Section 4.1** is updated as follows:

In the first paragraph, add section 3319.46.

At the end, add the following sentence: “The School will adhere to the provisions agreed to in its Race to the Top Memorandum of Understanding (Phase II) with the Ohio Department of Education, including the requirement to adopt and implement comprehensive evaluation systems for principals consistent with the Ohio Principal Evaluation System (OPES) framework.”

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

3. **Article VI, Section 6.3.** The second and third sentences are deleted. The rest of Section 6.3 remains as originally written in the Contract.

4. **Article VI, Section 6.4** shall be replaced in its entirety as follows:

“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 Ohio Department of Education, or recommended by Sponsor. The School must ensure that all such standards, requirements, and assessments are timely and properly administered, met, and completed. Any change in assessment or method of measurement of progress must be reported in writing to the Sponsor, along with the justification for the change. The School specifically acknowledges the closure provisions of R.C. 3314.35. Academic goals, performance standards, measurement, and assessment are included in **Attachment 11.6.**”

5. **Article VI, Section 6.6.** R.C. 3314.06(A) is added the list of applicable exceptions. The rest of Section 6.6 remains as originally written in the Contract.
6. **Article VI, Section 6.8** is updated as follows:
 - The heading is replaced as “**Assuring Student Growth.**”
 - The first sentence is deleted.
 - The rest of Section 6.8 remains as originally written in the Contract.
7. **Article VI, Section 6.12.** At the end of subsection (c), add the following sentence: “If the School admits out-of-state students, it shall adopt a policy and tuition schedule.” The rest of Section 6.12 remains as originally written in the Contract.
8. **Article VIII, Section 8.1.** The following sentence is deleted: “Any classroom teacher hired on or after July 1, 2013 and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.” The rest of Section 8.1 remains as originally written in the Contract.
9. **Article IX, Section 9.1.** At the end, add the following sentence: “The School shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2).” The rest of Section 9.1 remains as originally written in the Contract.
10. **Article IX, Section 9.5** shall be updated as follows: At the end, add the following sentence: “Financial performance goals, standards, measurement, and assessment are included in **Attachment 11.6.**” The rest of Section 9.5 remains as originally written in the Contract.
11. **Article IX, Section 9.7.** In the first sentence, “all state per pupil foundation funds” is replaced with “the total amount of payment for operating expenses.” The rest of Section 9.7 remains as originally written in the Contract.
12. **Article XI, Section 11.5.** At the end, add the following sentence: “If the term of this Contract is longer than five years, the Sponsor will conduct a high-stakes review every five years.” The rest of Section 11.5 remains as originally written in the Contract.
13. **Article XI, Section 11.6** is replaced in its entirety as follows:
 - “**Performance Assessments, Standards, Goals, and Interventions.** Attachment 11.6 sets forth in detail (a) the performance assessment framework, (b) Sponsor technical assistance, interventions, and statutory consequences, and (c) the measurable and attainable goals upon which the School shall be evaluated by 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.”

14. **Article XI, Section 11.7** is updated as follows:

The heading is updated to read: **“Renewal and Non-Renewal of this Contract.”**

At the beginning of subsection (a), add the following paragraph: “Renewal is conditioned upon the Sponsor’s determination that the School has satisfactorily complied with the applicable laws and this Contract, and that the School’s progress in meeting the academic, financial, and organizational goals stated in this Contract is satisfactory. The School shall submit an Application for Renewal for purposes of this determination.”

The rest of Section 11.7 remains as originally written in the Contract.

15. **Article XI, Section 11.9.** At the end, add the following paragraph:

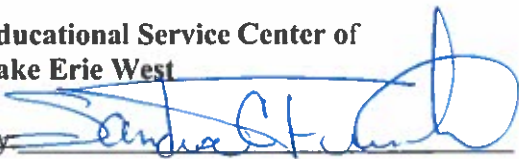
“If the Sponsor suspends the operation of the School pursuant R.C. 3314.03, this Contract shall become void if the Governing Authority fails to provide a proposal to remedy the conditions cited by the Sponsor as reasons for the suspension, to the satisfaction of the Sponsor, by September 30th of the school year immediately following the school year in which the operation of school was suspended.”

16. **Attachment 6.4** is removed.

17. **Attachment 11.6** is added.

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: 12-19-2014

**Governing Authority of
Menlo Park Academy**

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: 11-3-14

ATTACHMENT 11.6

PERFORMANCE ASSESSMENTS, GOALS, STANDARDS, AND INTERVENTIONS

The community school sponsor is responsible to provide oversight and technical assistance to the community schools that it sponsors. This attachment describes a comprehensive performance accountability and compliance monitoring system, and it provides the information that will be used in making rigorous and standards-based renewal, revocation, and intervention decisions. At the core of these decisions, the Educational Service Center of Lake Erie West (ESCLEW) considers the well-being and interests of the students served by the community school.

This attachment includes (a) the framework by which ESCLEW will assess the performance of the school, (b) the interventions and technical assistance that ESCLEW may utilize if ESCLEW consultants perceive the need, and (c) the academic and non-academic performance goals of the school.

A. Performance Assessment Framework

The performance assessment details many items that ESCLEW will review in its oversight of the school. If an issue arises, ESCLEW may utilize intervention(s) listed in this attachment, including any technical assistance necessary to assist the school. These areas will also be used in assessing the renewal or non-renewal of the school.

Overview – Areas of Assessment

- Mission and Vision Statements
- Governance
- Fiscal or Financial Matters
- Operations, Recordkeeping, Reporting, and Data
- Special Education and Other Diverse Learning Needs
- Academics

Mission and Vision Statements

- Clear and specific mission statement
- Relevant and compelling vision statement
- Evidence of progress in meeting mission and vision
- Evidence of mission-driven decision-making in policies, curriculum, and programming

Governance

- Effective governance and management structure
- Oversight of school management and evaluation of management team
- Maintenance of corporate status: good standing certificate, timely filing of statement of continued existence, adherence to Code of Regulations, maintenance of corporate record-keeping, proper corporate signatures
- Maintenance of Federal tax-exempt status: timely filing of Form 990s, IRS conflict of interest adherence, no evidence of violation of Internal Revenue Code Section 501(c)(3)
- Compliance with contractual terms: governance trainings, updated governing authority roster, conflict of interest policies
- Disclosure of conflicts, signing of conflict of interest policy, and abstentions in minutes
- Compliance with Open Meetings law, including sufficient minutes

- Balance of educational and financial reporting at meetings
- Informed decision-making and operational transparency
- Any other area of operations, compliance or performance of the Contract

Fiscal or Financial Matters

- Timely submission of financial documentation to Sponsor, including:
 - Balance sheet – statement of financial position
 - Income statement – statement of activities
 - Monthly budget to actual, including all revenue sources
 - Monthly separated grants reporting
 - Monthly enrollment reports
- Red flag financial concerns: significant changes in enrollment, significant changes in policy environment, loss of a particular revenue stream, facility changes, significant turnover in leadership
- Timely payment on all loans/debts
- Financial audit, including timely follow-up on findings and/or material non-compliance
- Solid business plan and clear evidence of capacity to carry out plan
- Sound management and competence in understanding of proper use of public funds
- Grounded in professional standards for sound financial operations and sustainability
- Consistency of financial reporting at governing authority meetings
- Other finance related compliance reports

Operations, Record-Keeping, Reporting, and Data

- Fair treatment, non-selective, and non-discriminatory access in admissions
- Fair and consistent treatment in discipline, with a focus on positive behavioral intervention supports
- Timely and accurate reporting to state data systems
- Appropriate attendance record-keeping and addressing excessive flagging
- Timely response to sponsor requests on interventions and routine compliance follow-ups
- Compliance with public records law, including trained public records officer
- Annual report with clear and accurate performance data

Special Education and Other Diverse Learning Needs

- Appropriate services for all students
- Appropriate access, education, support services and outcomes for students with special education and other diverse learning needs, including English language learners, migrant, and homeless students
- Compliance with policies and procedures for identification, evaluation, and referral of students with disabilities under IDEA and Section 504
- Compliance with all state and federal timelines and reporting requirements
- Proper due process notifications
- Appropriate discipline administration and discipline training for staff, including restraint, seclusion, and positive behavioral intervention supports

Academics

The School should be prepared to assess every measure listed below, and every component of every measure by data, in order to enhance targeted assistance. The School understands that, every year, additional measures and components will be added and graded and that an overall grade will be calculated starting in Fiscal Year 2015.

- **Graduation Rate** measures the percentage of students who entered in 9th grade and graduated 4 and 5 years later. Currently, Graduation Rate has a 4 year component (anything below an 84% will require targeted assistance) and a five year component (anything below an 85% will require targeted assistance).
- **K-3 Literacy** measures the improvement in reading for grades K-3. Currently, K-3 Literacy Improvement has one component, but may have more components in the future.
- **Prepared for Success** measures whether graduates are prepared for college or a career. Prepared for Success currently has one component, and it consists of College Admission Tests, Dual Enrollment, Industry Credentials, Honors Diplomas, and Advanced Placement and International Baccalaureate components.
- **Achievement** measures “absolute achievement.” Achievement consists of the Performance Index (anything below a 70% will require targeted assistance). This assesses the achievement of every student (not just which students are proficient) and points are received for each level. The Achievement measure also consists of the Performance Indicators. The indicators show how many students have a proficient level of knowledge. Schools need to have 80% of their students reach proficient in order to meet an indicator. The indicators combine to show a letter grade and that letter grade must be a C, or 70% or more, to avoid targeted assistance.
- **Progress** represents the average annual level of improvement of each student. Its components consist of Value Added Overall, Gifted Students, Progress within the Lowest 20%, and Students with Disabilities (all must be greater than or equal to a -1 value added gain index in order to avoid targeted assistance).
- **Gap Closing** measures the narrowing of gaps in reading and math among subgroups of socio-economic, racial, ethnic, or disability. It is also called Annual Measurable Objectives (AMOs) (anything below a 70% will require targeted assistance).
- **Other Measures of Academic Success**, including:
 - Other assessments conducted by school (NWEA, etc.)
 - Ohio Improvement Process
 - Assessments and interventions required by Third Grade Reading Guarantee
 - Incorporation of Common Core analytic understanding
 - Mission-specific performance measures of academic success
 - Comparison of student performance data with data of the home district building to which students would otherwise be assigned (suggested, and required upon request)
 - Post-secondary readiness, if applicable

B. Technical Assistance, Interventions, and Statutory Consequences

The technical assistance and interventions listed below provide guidance and notice for the types of intervention that the Sponsor may take if the School fails to perform satisfactorily in the areas reviewed as through the performance assessment framework or if the School does not meet its contract goals. The Sponsor will make attempts to both streamline and customize interventions based on the School’s operational structure and mission.

Many of the interventions listed below require the Sponsor to provide technical assistance. The Sponsor has attempted to limit financial cost to the School for other interventions in which the School must pay for the intervention. The School should budget for a certain amount of expense due to required performance interventions, programs to collect data, and staff to assess and analyze performance data, as well as increased staff for tutoring or cure of deficiencies.

All interventions will require follow-up, proof of cure, and adherence to cure. Typical interventions, remedies or cures imposed by Sponsor may be, but are not limited to the following:

Mission and Vision Statements Interventions

- Sponsor technical assistance in reaching the mission of the School and to assess the ability of the School to realize its mission, which may include aspects of culture, parent satisfaction, or other visions stated by the School in its Contract, curriculum, or programming
- Sponsor assessment of leadership with the Board or the administration and mutual plan to correct weaknesses in meeting mission
- Outside coaching or training, research, observations, or remedies to meet stated goals, at School's cost.
- Leadership training in area of desired goals and why they are not being reached or how to reach them more effectively, at School's cost
- Other tailored interventions based on the specific circumstances

Governance Interventions

- Sponsor technical assistance
- Targeted technical assistance in procedure, minutes, motions, notices, or similar governance matters
- Workout session held by Sponsor
- Recommendations of Sponsor to be followed by Board as to dysfunctions and options for resolving them
- Review and required changes of Code of Regulation, governance policies, or other rules or practices affecting governance
- Clear guidance written into policy and adherence to guidance, as to roles and responsibilities
- Required replacement of absenteeism or members hampering business or quorum
- Required agreement of Board to dismiss board member or officer violating policy, law, procedure, rules, the Code, or other customary good governance precepts
- Training using trainer suggested by or acceptable to Sponsor, at School's cost
- Other tailored interventions based on the specific circumstances

Fiscal or Financial Matters Interventions

- Sponsor technical assistance
- Enhanced and more accurate financial reports required, such as additional financial documentation, debt- to- asset ratios, cash flow analyses, requirements of debt to service coverage ratios, enrollment variances and withdrawal frequencies, requirements of minimum unrestricted cash, and increased transparency enhancements for analytical purposes
- Compliance plans for recurring or material findings
- Contingency plans addressing potential funding shortfalls or other disruptive events
- Finance committee or finance expert on the board
- Pre-audit exercise with qualified Treasurer consultant, at the School's cost.
- Independent training, at the School's cost
- Other tailored interventions based on the specific circumstances

Special Education and Other Diverse Learning Needs Interventions

- Sponsor technical assistance, including but not limited to Sponsor audit of files
- Legal review of practices and procedures targeted to issues discovered, at School's cost
- State audit of files and State training, at School's cost (if any cost required)
- Training, at the School's cost
- Independent Audit, at the School's cost
- Other tailored interventions based on the specific circumstances

Academic Interventions

- Sponsor technical assistance
- Targeted assistance by the Sponsor as defined below
- Face to face meetings and increased reporting to Sponsor on progress
- Checklists, plans to cure, and periodic data reporting
- Revisions to the Ohio Improvement Plan
- Required academic or professional assistance
- Parent Engagement to support students in academics, attendance, and curriculum
- Curriculum Mapping
- Study of Ohio's New Learning Standards and or the Next Generation of Assessments in Ohio
- OTES and OPES evaluations of staff
- Required training on the Ohio report card indicators or components
- Targeted coaching, at the School's cost
- Targeted tutoring before or after school and/or weekends, at the School's cost

Targeted Academic Interventions and Assistance

Reports on academic data for all measures and components of the Ohio Local Report Card will be required and submitted to Sponsor by October 15 of each school year. A meeting will be required yearly (between October 1 and December 15) between the Sponsor and the School's chief academic officer or administrator(s) to assess the readiness of the School to collect data, assess data, cure weaknesses, and report to the Sponsor. If the School is not fully prepared for this meeting, the School may be subject to some level of discipline.

Any D or F in any measure, or any relative weakness in a component or measure, will require targeted intervention. The first step of that intervention will be the School's submission of all data which make up the measure, or components of that measure, and which components have caused the grade of a D or F. The School must list each component with all proof of accurate data to support it, and the School must report quarterly on academic data for measures and components identified as weaknesses.

All academic interventions will require a thorough understanding of weaknesses, based on data and tools recommended by Sponsor, a thorough understanding of in which measure and which component within a measure the weakness occurs, and a targeted plan to cure that particular weakness or those weaknesses, whether it be Graduation Rate, K-3 Literacy Improvement, Prepared for Success, Achievement, Progress or Gap Closing, or any other measure now assessed or required to be assessed in the future.

Each plan to cure the weaknesses will require bi-monthly reporting to the Sponsor with a narrative as to how the plan is achieving progress. Should the plan be showing lack of progress, after two months of data, the plan will be re-evaluated and changed, with either additional interventions or supplements to the existing interventions.

Comments on Statutory Consequences

A non-renewal may occur in accordance with any cause allowed by Chapter 3314 of the Ohio Revised Code or the Contract. In making renewal decisions, the Sponsor will consider the school's academic performance and progress, as well as the non-academic areas listed within the Performance Accountability Framework, in conjunction with the information provided with the school's renewal application.

Probation, which may lead to suspension, may be used for any cause allowed by the Code, including but not limited to:

- Untimely submissions or lack of cooperation in submissions required by the State or the Sponsor for two or more times per year, or for over five business days
- Lack of compliance with laws or the Contract
- Failure to achieve academic goals, as listed in the Performance Accountability Framework
- Any fiscal matter of any level of risk

- Governance, administrative, or minor financial issues that can be adequately corrected by a Plan to Cure acceptable to Sponsor
- Potential or actual ethics or conflicts violations

Suspension, which may lead to termination, is more likely to be used for matters such as, but not limited to:

- Health or safety matters
- Consistent failure to achieve academic goals, despite corrective action plans and technical assistance
- Money owed to the State or its agencies, vendors, or the Sponsor that is delinquent, overextended, or may or does render insolvency
- Inability to make payroll
- Undisclosed debt or obligations
- Lack of accuracy in or misrepresentation, cheating, or fraud in any reporting figures, data, or testing results that is not corrected within timeframes allowed by law or which create financial, reputational, governance or academic risk
- Other matters of noncompliance, the magnitude or risk of which may be assessed by Sponsor as good cause or allowed by the Code
- Uncorrected or actual ethics or conflict violations
- Inability to meet, or lack of progress in meeting, the terms of the Contract, the laws, rules, regulations or requirements, or the reasonable requests of Sponsor geared to correct deficiencies as cited in a probation notice or corresponding corrective action plan

Termination of the Contract will occur if the School fails to develop a corrective action plan or fails to comply with or remedy the problems cited in the corrective action plan developed with the Sponsor as part of a suspension.

Permanent closure under ORC 3314.35 or 3314.351 will occur under the following circumstances:

- For schools with grades no higher than 3, for two of the past three years, the school has either been in academic emergency, received an F in improving literacy in grades K-3, or received an overall F.
- For schools with grades 4-8, but no higher than 9, for two of the past three years, the school has either been in academic emergency and not met value-added growth, received an F for the performance index score and an F for value-added progress, or received an overall F and an F for value-added progress.
- For schools with grades 10-12 that are not drop-out recovery schools, for two of the past three years, the school has either been in academic emergency, received an F for the performance index score and not met AMOs, or has received an overall F and an F for value-added progress
- For drop-out recovery and prevention program schools, for two of the past three years and beginning on July 1, 2014, the school received a designation of “does not meet standards.”

Currently, schools in which a majority of the enrolled students are children with disabilities receiving special education and related services are exempt from statutory closure on the basis of academic performance. However, Sponsor may non-renew or progress toward termination for a special education status school if the school fails to meet its academic goals.

C. 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.

Academic Performance Goals

Performance Area	Metrics	Goal(s)
Achievement	Proficiency Level Indicators: Percentage of students scoring at or above proficient, by grade and subject; Local Report Card grade, percent, and number of indicators met	Maintain our "A" rating and 100% of indicators met throughout the school's history.
	Performance Index: Local Report Card grade, score, and/or percent increase from previous year	Increase our current PI from 113.7 to 120 over the course of the next 5 years: 2015 goal = PI of 115 2016 goal = PI of 116.5 2017 goal = PI of 118 2018 goal = PI of 119 2019 goal = PI of 120
Progress	Local Report Card grade and value-added progress scores, by subgroup, grade, and subject	Increase current rating of "F" for gifted value added to a "C" or better by 2017. Targeted areas for growth: Grade 4 Reading: current VA score -3.22 Grade 5 Reading: current VA score -1.29 Grade 6 Math: current VA score -2.15 Grade 7 Reading: current VA score -1.46 Goal for all areas is to be in the range of -0.5 to 1.0 VA score.
Gap Closing	Local Report Card Annual Measurable Objectives grade and percentages, by subgroup and subject	Maintain our 100%, "A" rating throughout the school's history
Graduation Rate	Local Report Card grade and percentages for four- and five-year graduation rates	NA
K-3 Literacy Improvement	Local Report Card grade, percentage of students achieving or exceeding targeted gains, 3 rd grade reading guarantee diagnostics and assessments	100% of third graders passed the Reading OAA. Nine students in grades K-3 have scored "not on track" in Reading Diagnostic testing. Our goal is to maintain nine or fewer children needing a RIMP in grades K-3.
Prepared for Success	Local Report Card component grade, percentage of students	NA

	scoring at each performance level	
Student Performance	Other valid and reliable assessments as indicated in Attachment 6.4	See attached assessment summary

Non-Academic Performance Goals

Performance Area	Measure(s)	Goal(s)
Attendance	Attendance levels as measured by the Local Report Card, school's attendance system	Maintain our exceed our current attendance rate of 96.2% throughout the school's history
Post-Secondary Enrollment		NA
Mission Statement		Menlo Park Academy is a public school that develops the potential of gifted learners through an exemplary program of rewarding experiences that nurtures the whole child.
Parent Satisfaction		Survey results show 91% of respondents feel that MPA gives an excellent educational opportunity for all students. Some areas of concern were: moving to Tremont, and staff and administration turnover. Our goal is to increase parent satisfaction to 95% over the next two years by giving timely and clear communications about the status of our move (potentially staying on Triskett for one more year before moving to West 53 rd) and supporting staff members in order to make them want to stay.
Financial Performance and Sustainability		See attached 5 year forecast
Governing Board Performance		
Other School-Specific Goals		

IOWA ALGEBRA SCORES
 GRADE 5 (GR 6 for 2014-21015 SCHOOL YEAR)
 MAY 2014

LOW 3%			MEDIUM 42%			HIGH 55%		
Stanine 1	Stanine 2	Stanine 3	Stanine 4	Stanine 5	Stanine 6	Stanine 7	Stanine 8	Stanine 9
		24-12 percentile	41-25 percentile	60-42 percentile	76-61 percentile	89-77 percentile	95-90 percentile	99-96 percentile
0%	0%	1/31 3%	5/31 16%	3/31 10%	5/31 16%	7/31 23%	4/31 13%	6/31 19%

IOWA ALGEBRA SCORES
 GRADE 6 (GR 7 for 2014-2015 SCHOOL YEAR)
 MAY 2014

LOW 2%			MEDIUM 18%			HIGH 80%		
Stanine 1	Stanine 2	Stanine 3	Stanine 4	Stanine 5	Stanine 6	Stanine 7	Stanine 8	Stanine 9
		24-12 percentile	41-25 percentile	60-42 percentile	76-61 percentile	89-77 percentile	95-90 percentile	99-96 percentile
0%	0%	1/45 2%	1/45 2%	4/45 9%	3/45 29%	13/45 29%	8/45 18%	15/45 33%

IOWA ALGEBRA SCORES
 Cleveland Residents in Grades 5 and 6
 MAY 2014

LOW 9%			MEDIUM 27%			HIGH 64%		
Stanine 1	Stanine 2	Stanine 3	Stanine 4	Stanine 5	Stanine 6	Stanine 7	Stanine 8	Stanine 9
		24-12 percentile	41-25 percentile	60-42 percentile	76-61 percentile	89-77 percentile	95-90 percentile	99-96 percentile
0%	0%	1/11 9%	1/11 9%	1/11 9%	1/11 9%	4/11 36%	0%	3/11 27%

FIVE YEAR FORECAST

FY15 - October 2014 submission
IRN No. 000318

County: CUYAHOGA

MENLO PARK ACADEMY

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2012 through 2014, Actual and
the Fiscal Years Ending June 30, 2015 through 2019, Forecasted

	Actual				Forecasted			
	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019
Operating Receipts								
State Foundation Payments (3110, 3211)	1,666,208	1,977,954	2,258,967	2,266,950	2,526,030	2,747,220	2,943,450	3,008,860
Charges for Services (1500)	0	6,240	0	0	0	0	0	0
Fees (1600, 1700)	146,882	174,512	207,618	196,747	175,500	189,000	202,500	207,000
Other (1830, 1840, 1850, 1860, 1870, 1890)	135,867	167,730	113,051	112,864	125,763	135,437	145,111	148,336
Total Operating Receipts	1,948,957	2,326,436	2,579,636	2,576,561	2,827,293	3,071,657	3,291,061	3,364,196
Operating Disbursements								
	28%	26%	28%	28%	28%	28%	28%	28%
100 Salaries and Wages	894,875	1,149,987	1,379,520	1,407,110	1,470,253	1,534,658	1,600,351	1,667,358
200 Employee Retirement and Insurance Benefits	251,002	301,570	387,180	394,924	412,645	430,721	449,159	467,965
400 Purchased Services	501,623	548,599	544,724	571,960	600,558	630,586	662,115	695,221
500 Supplies and Materials	156,348	159,916	117,755	121,288	124,926	128,674	132,534	136,510
600 Capital Outlay -New	56,151	106,597	11,639	74,720	74,720	74,720	74,720	74,720
700 Capital Outlay - Replacement	0	0	0	0	22,045	23,808	25,475	27,258
800 Other	30,048	44,477	97,646	102,528	107,655	113,037	118,689	124,624
Total Operating Disbursements	1,890,047	2,311,146	2,538,464	2,672,530	2,812,802	2,936,205	3,063,044	3,193,657
Excess of Operating Receipts Over (Under) Operating Disbursements	58,911	15,290	41,172	(95,969)	14,491	135,452	228,017	170,539
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	29,425	64,948	41,678	49,602	50,000	50,000	50,000	50,000
Federal Fiscal Stabilization Funds (SFSF)	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	6,459	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3200, except 3211)	0	0	1,800	0	0	0	0	0
Donations (1820)	72,023	60,395	52,720	75,000	75,000	75,000	75,000	75,000
Interest Income (1400)	0	433	0	0	0	0	0	0
Debt Proceeds (1900)	0	0	0	0	0	0	0	0
Debt Principal Retirement	0	0	0	0	0	0	0	0
Interest and Fiscal Charges	0	0	0	0	0	0	0	0
Transfers - In	0	2,750	0	0	0	0	0	0
Transfers - Out	0	(2,750)	0	0	0	0	0	0
Total Nonoperating Revenues/(Expenses)	107,907	125,776	96,198	124,602	125,000	125,000	125,000	125,000
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	166,818	141,066	137,370	28,633	139,491	260,452	353,017	295,539
Fund Cash Balance Beginning of Fiscal Year	578,151	744,969	886,035	1,023,405	1,052,038	1,052,038	1,312,490	1,665,507
Fund Cash Balance End of Fiscal Year	744,969	886,035	1,023,405	1,052,038	1,191,529	1,312,490	1,665,507	1,961,046

Disclosure Items for State Fiscal Stabilization Funds

Personal Services SFSF	0	0	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Employees Retirement/Insurance Benefits SFSF	0	0	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Purchased Services SFSF	0	0	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Supplies and Materials SFSF	0	0	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Capital Outlay SFSF	0	0	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx
Total Expenditures - SDFSF	0	0	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx	xxxxxxxxxx

Assumptions

HISTORY: Local receipts included in Other Operating Receipts
Donations are all funds

Food Service 006, Edison Club 020, Student Activity 200, Sale of Personal Property 1933, and Refund of Prior Year Expenditures 5300 included in Other Operating Receipts

Student FTE	285.77	325.64	350.58	350	390	420	450	460
Foundation projection based on anticipated FTE from Oct 2012 foundation settlement								

Number of Teachers	14	18.0	21.0	23	25.0	27	27	27
Ohio School Foundation Program per student	\$ 5,831	\$ 6,074	\$ 6,365	\$ 6,477	\$ 6,477	\$ 6,541	\$ 6,541	\$ 6,541
Lease Rate per square foot	\$ 3.81	\$ 3.81	\$ 3.92	\$ 4.04	\$ 4.16	\$ 4.16	\$ 4.16	\$ 4.16
Leased Space - sq ft	26,800	26,800	28,000	30,000	32,000	34,000	\$ 34,000.0	\$ 34,000.0

FORECAST

FY15 State Foundation receipts based on current FTEs of 350 students and per pupil increases provided by ODE
FY15 Federal Grant allocations per CCIP site
FY15 includes projected figures based on Board approved budget
Forecasted benefits percentages reflect inclusion of tuition reimbursement program projected costs
FY 15-FY 17 Capital Outlay includes \$50,000 annually for additional square footage needs based on enrollment
Staffing is adjusted commensurate with changes in enrollment each year
Purchased services assumes 15% annual increase
Donations assumed to increase by 15% in FY15. Held constant thereafter.

**MODIFICATION NO. 2
TO
OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Menlo Park Academy (“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, 2011; and

WHEREAS, the ESCLEW and the Governing Authority agree to the following modifications, which shall be effective on July 1, 2013;

NOW THEREFORE, the parties modify the Contract as follows:

1. **Article II, Section 2.1.** The third sentence is updated to read: “Unless otherwise permitted by law, no Director shall serve on the board of more than four other community schools in the State of Ohio.”

The remainder of Section 2.1 remains as originally written in the Contract.

2. **Article II.** At the end, add a new section as follows:

“**Section 2.8. Annual Contract Review.** The Governing Authority agrees to meet with the Sponsor annually to review terms and requirements of this Contract and shall reserve at least one half hour at a Governing Authority meeting for that purpose.”

3. **Article IV Section 4.1** is updated as follows:

In the first paragraph, remove 2313.18 and include sections 2313.19, 3313.539, 3313.609, 3313.6411.

At the end, add the following paragraph: “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 section 3317.141 and will comply section 3319.111 of the Revised Code as if it were a district.”

The remainder of Section 4.1 remains as originally written in the Contract.

4. **Article V, Section 5.1** shall be replaced in its entirety as follows:

“5.1 **Location of Facilities.** The facility to be used for the primary location of the community school will be maintained at **14440 Triskett Road, Cleveland, Ohio 44111**. The School may not open an additional facility without the prior approval of Sponsor and modification of this Contract. The School agrees to comply with all laws, rules, and regulations concerning multiple facilities.

5.2 Lease or Mortgage Payments. If any School facility has been or will be leased, a copy of the fully executed lease must be provided to the Sponsor within three (3) business days of its execution. If any School facility has been or will be purchased by the School, a copy of the contract of sale and related documents must be provided to the Sponsor within three (3) business days of execution, and, after purchase, a copy of the recorded conveyance documents must immediately be provided to the Sponsor. Any lease or use of any School facility must be documented in writing. The facility will not be changed without prior written notification to the Sponsor. Any lease or mortgage payments must be consistent with the budgets given to and approved by Sponsor. In any change of facility, the Sponsor, at its sole discretion, but without obligation to do so, may request maps, plans, revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant, or financial consultant assurances or opinions regarding structure, financing or otherwise. 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 obligations, or business of the School, but may request any information Sponsor deems necessary to assess adequate planning for facilities.”

5. **Article V, Section 5.2** is renumbered as **Section 5.3**. The language of the Section remains as originally written in the Contract.

6. **Article VI, Section 6.8** shall be replaced in its entirety as follows:

“**Assuring Adequate Yearly Progress and Value-Added Growth.** If the School does not make Adequate Yearly Progress and/or meet state standards for value-added on the Ohio Local Report Card, the School shall develop a school-wide plan of intervention and submit the plan to Sponsor for approval. The School shall also develop a plan of intervention for each student not found proficient or who has not made a year’s growth under value-added standards, and shall make such plans available for review by Sponsor.”

7. **Article VI, Section 6.11.** The first sentence of the Section is replaced as follows: “Prior to graduation, the **School** shall send its list of graduates to **Sponsor**.” The remainder of Section 6.11 remains as originally written in the Contract.

8. **Article VI, Section 6.13.** The last sentence is removed. The remainder of Section 6.13 remains as originally written in the Contract.

9. **Article VIII, Section 8.1.** At the end, add the following sentence: “Any classroom teacher hired on or after July 1, 2013 and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.”

10. **Article IX, Section 9.2** shall be replaced in its entirety as follows:

“**Fiscal Services.** The School agrees that its fiscal officer shall be a qualified service provider named **Dave Massa**. The fiscal services agreement between the School and its fiscal officer is attached to this Contract as **Attachment 9.2**. Any changes made to the fiscal officer or fiscal services agreement must be reported to the Sponsor within five (5) business days.

The School's Treasurer must be contractually obligated to assist in all closing procedures, regular, special or final, audits, closing requirements listed on Attachment 3.5.3, and all Ohio Department of Education rules and procedures, even if the School closes, is not renewed, suspended or terminated."

11. **Article IX, Section 9.3** shall be replaced in its entirety as follows:

"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."

12. **Article IX, Section 9.4** shall be replaced in its entirety as follows:

"Fiscal Bond. The School's fiscal officer shall execute a bond in an amount and with surety to be approved by Sponsor, 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, and a copy thereof filed with the county auditor. A copy of the fiscal officer bond is contained in **Attachment 9.4**. Any updates or changes to the bond shall be sent to the Sponsor within five (5) business days."

13. **Article IX, Section 9.7** shall be replaced in its entirety as follows:

"Payment to Sponsor for Oversight. For and in consideration of one and one-half percent (1.5%) of all state per-pupil foundation funds received by the School from the State of Ohio (but only up to 3% of such funds unless otherwise allowed by law), the Sponsor shall provide the oversight required by law, at the inception of this Contract. Beginning on July 1, 2015, this percentage will automatically increase to two percent (2%) of such funds. 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.

At the inception of this Amended and Restated Contract, the oversight fee will remain at 1.5%, and it will increase to 2% on July 1, 2015, as outlined above. Beginning eighteen (18) months thereafter, the ESCLEW reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than 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 ESCLEW to raise any oversight fee;
2. Nothing shall prohibit the ESCLEW from raising the oversight fee to any increment below 0.5% of the last fee amount, and
3. 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."


14. **Article XI, Section 11.9** shall be replaced in its entirety as follows:

“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, if 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 either promptly reviews and disapproves the proposed remedy, or the Governing Authority fails to submit a remedy or fails to implement the remedy.

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.”

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: 7/17/13

**Governing Authority of
Menlo Park Academy**

By: Jeri Hanson
(Signature)

Its: Board Chair
(Title)

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

Date: 6/27/13

ATTACHMENT 9.2
FISCAL SERVICES AGREEMENT

1. Fiscal Services Agreement

Check here [_____] if fiscal services are provided as part of the management contract and contained within the management agreement in **Attachment 3.2**.

NOTE: Any changes made to the fiscal officer or fiscal services agreement must be reported in writing to the Sponsor within five (5) business days.



Massa
Financial Solutions, LLC

FISCAL OFFICER AGREEMENT

This Fiscal Officer Agreement (the "Agreement") is entered into, by and between **Menlo Park Academy ("MPA")**, an Ohio not for profit corporation ("the School"), with its principal place of business at **14440 Triskett Road, Cleveland, Ohio 44111**, and **Massa Financial Solutions, LLC ("Massa" or "Contractor")**, an Ohio limited liability company whose principal office address is **219 E. Maple St., Suite 202, North Canton, Ohio 44720**.

RECITALS

WHEREAS, the School is in need of Fiscal Officer to manage and oversee the financial operations of the School. The appointment of a Fiscal Officer is required by Section 3314.011 of the Ohio Revised Code.

WHEREAS, Contractor is engaged in the practice of financial and related services for charter and community schools in the State of Ohio; and

WHEREAS, the School desires to hire Contractor to supervise, consult, and otherwise perform all the responsibilities inherent to the role of Fiscal Officer.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TREASURER, WHICH SHALL
BE DAVID MASSA,

TERMS & CONDITIONS

1. Contracting Period

This agreement shall be for a period of thirty-six (36) months, commencing July 1, 2013 through June 30, 2016. This agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party. Contractor agrees to provide reasonable services to School throughout the transition period, however, such transitions period shall not exceed 60 days. Contractor shall be compensated by the School at the rate set forth in the Scope of Work for services rendered during this transition period.

2. Contracting Services and Relationship

(a) Services

During the Contracting Period, Contractor shall provide to the School the services set forth on the Scope of Work, which is attached hereto as Exhibit A and incorporated herein by reference, as well any related responsibilities and duties as may be assigned by the School and agreed to by Contractor (collectively, the "Services"). It is expected that Contractor shall be available to provide the Services to the School at such times as may be reasonably requested by the School and mutually agreed to by Contractor. Contractor shall use his best efforts to perform faithfully and efficiently the Services assigned under this Agreement. At all times under the terms of this agreement, the School shall provide Contractor with access to all data determined by the Contractor to be required to render the Services. Such access shall be provided by the School to the Contractor in a timely manner, not unreasonably withheld, and at no charge to the Contractor.

(b) Relationship

Contractor shall be an independent contractor, and not an employee of the School or School, within the meaning of all federal, state and local laws and regulations governing employment insurance, workers' compensation, industrial accident, labor and taxes. The School shall not be liable for employment or withholding taxes respecting Contractor. Contractor shall not, by reason of this Agreement, acquire any benefits, privileges or rights under any benefit plan operated by the School for the benefit of their employees, including, without limitation, (i) any pension or profit-sharing plans or (ii) any plans, coverages or benefits providing worker's compensation, medical, dental, disability or life insurance protection. Contractor agrees and acknowledges that Contractor is not authorized to enter into any contract or assume any obligation on behalf of the School without the prior written consent of the School. All of the acknowledgements and restrictions set forth in this Section 2(b) shall equally apply to anyone Contractor has engaged to perform any portion of the Services.

(c) Bonding

Contractor shall execute a Public Official Bond in the name of the School payable to the State of Ohio in the amount of \$25,000, or higher if required by the Governing Authority. Bond shall meet all requirements set forth in Ohio Administrative Code Section 117-6-07 and any other requirements that may be set forth by Statute or the Auditor of State. Placement of bond shall be at the expense of the School.

3. Compensation

In consideration for Contractor's full and timely performance of the Services set forth in the Scope of Work throughout the Contracting Period, the School shall pay Contractor the sum of **\$30,000** per annum and limited to 3% increases per year; provided, however that the Contractor agrees that if fees required to be paid by the School to ADP, Inc., for payroll services exceed \$3,000 per annum, the amount of the fees due to the Contractor will be reduced by an amount equal to such excess fees. Per the proposal, **\$2,400** is due upon execution of this agreement and the remainder shall be payable in **monthly installments of \$2,300** from **July 1, 2013** through **June 30, 2014**. Installments shall be due on the 1st of each month in advance of Services to be rendered. All payments shall be mailed to the Contractor's address as reflected in the signature block of this agreement. Such amount shall be payable monthly and paid on the 1st of each month in advance of Services to be rendered. Contractor agrees to complete and return to the School a W-9 as a condition of receiving timely payment. In addition to the foregoing, reasonable expenses incurred by the Contractor within the scope of performing services are included within the scope of this agreement (e.g. mileage); provided, however, if any extraordinary costs are required to be incurred by the Contractor as part of delivering reasonable services to the Schools, the School shall also reimburse Contractor for such costs provided these costs were pre-approved in writing by the School.

4. Events of Termination

(a) Cessation of Business of Contractor

This Agreement shall terminate automatically upon the cessation of business of Contractor. Contractor agrees to notify the School as soon as possible if any action to cease Contractor's business is taken or contemplated.

(b) Breach

This Agreement may be terminated by either party upon a breach of a material term or condition of this Agreement which breach is not cured within five (5) days from written notice from the non-breaching party.

5. Obligations upon Termination

Upon termination of this Agreement pursuant to Section 4: (i) neither Contractor nor the School shall have any further obligations under this Agreement, except for the obligation to pay Contractor for any unpaid Services rendered and any approved and unpaid expenses incurred prior to the termination, as well as any obligations under Sections 5 through 10 of this Agreement; (ii) Contractor shall return all the School equipment, Work Product and Confidential Information

within five (5) days at the School's expense; (iii) Contractor shall have no obligation to perform any services described in the Scope of Work during the transition period other than those needed or desirable to achieve an orderly transition.

6. Ownership

"Work Product" shall mean all deliverables and all intermediate and partial versions thereof, and all documentation, analysis, flowcharts, notes, outlines, formulas, processes, ideas, inventions, know-how or techniques, and any other information, or materials generated by Contractor in the performance of the Services. Contractor acknowledges that all Work Product is work made for hire and is the property of the School, including any copyrights, trademarks, patents, or other intellectual property rights pertaining thereto. If it is determined that any such works are not works made for hire, Contractor hereby assigns to the School all of Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product.

7. Confidential Information

Contractor agrees to keep secret and to not disclose any of the terms of this Agreement to any third parties, with the limited exception of disclosures to Contractor's accountant or legal counsel. Additionally, it is mutually recognized that the business of the School and the nature of the Services Contractor will perform will permit Contractor access to confidential information of the School and persons and entities with whom the School conducts business or from whom the School obtains information. As used in this Agreement, "information" shall mean any information or knowledge, including matters of a technical nature such as studies, research projects, development plans and matter of a business nature, such as lists, customer requirements and other data not available to the public. During and after the Contracting Period, Contractor shall not disclose or appropriate any information for Contractor's own use or for the use of any third parties.

8. Successors

(a) This Agreement is personal to Contractor and shall not be assignable by Contractor without the prior written consent of the School which consent may be withheld in The School's sole discretion.

(b) This Agreement may be transferred or assigned by the School, to a parent, subsidiary, successor, or affiliate entity without Contractor's consent.

(c) This Agreement shall inure to the benefit of the School and its successors or assigns.

9. Miscellaneous

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflict of laws. Any litigation under this Agreement shall be filed and pursued in the Stark County Court of Common Pleas, Stark County, Ohio. Both parties expressly consent to the jurisdiction of such courts.

(b) This Agreement and any Scope of Work attached hereto may not be amended or modified otherwise than by a written agreement executed by the parties hereto.

(c) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed and sent to the party's address as set forth in the first paragraph of this Agreement or to such other address as either party shall have furnished to the other in accordance herewith. Notices and communications shall be effective when actually received by the addressee.

(d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement.

(e) The failure of the School or Contractor at any time to enforce performance by School or Contractor of any provisions of this Agreement shall in no way affect the School's or Contractor's rights thereafter to enforce same, nor shall the waiver by the School or Contractor of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

(f) Contractor shall indemnify, defend and hold harmless the School and its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Contractor's performance of his obligations hereunder, including, but not

limited to acts or omissions of Contractor or anyone Contractor has engaged to perform any portion of the Services, or any claim for withholding or other taxes that might arise or be imposed due to this Agreement or the performance of Services hereunder.

(g) The School shall indemnify, defend and hold harmless Contractor and his heirs and successors from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) that might arise or be imposed due to the School's breach of its obligations under this Agreement or that is a result of the School's negligent or willful conduct.

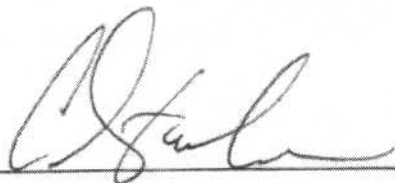
(h) The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. The parties acknowledge and agree that this Agreement has been negotiated by the parties, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against either party.

(i) Contractor acknowledges and agrees that during the performance of the Services, he will not violate any of the School's work rules and will comply with all applicable policies and procedures of the School. Contractor agrees that he will not harm the School's equipment, property or inventory (other than ordinary wear and tear), and shall not interfere with the School's business operations.

[Go to next page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Fiscal Officer Agreement as of the date set forth in the first paragraph above.

MASSA FINANCIAL SOLUTIONS, LLC



**C. David Massa, Owner
219 E. Maple Street
Suite 202
North Canton, Ohio 44720
Tel: (330) 515-0572
E-mail: dave@massasolutionsllc.com**

Jeri Harrison, Board Chair

**Board President
Menlo Park Academy**

Attachments: Scope of Work



Massa
Financial Solutions, LLC

EXHIBIT A SCOPE OF WORK

This Scope of Work is entered into as a component of the Fiscal Officer Agreement, by and between **Menlo Park Academy**, an Ohio not for profit corporation (“the School”), with its principal place of business at **14440 Triskett Road, Cleveland, Ohio 44111** and **Massa Financial Solutions, LLC** (“Massa” or “Contractor”), whose address is **219 E. Maple St., Suite 202, North Canton, Ohio 44720**.

1. SERVICES

Contractor shall perform the following services which shall be on an as-needed basis at the sole discretion of the Contractor or as requested by the School, provided Contractor is given reasonable notice to perform such duties and is available to perform the requested services by the School in a timely manner. If the Contractor is unavailable due to personal reasons or other commitments, the Contractor shall notify the School of such in a timely manner.

Notwithstanding the foregoing, Contractor agrees to use good faith efforts to make himself or his representative available to attend all Board meetings, finance committee meetings and other meetings requested by the School. Throughout the Term of the Agreement, Contractor agrees to make routine visits to the School. Aside from a physical presence, Contractor agrees to be available continuously through phone and email. If not immediately reachable through these means, Contractor will use good faith efforts to respond to all calls and emails received within 24 hours.

At a minimum, the services to be provided will include:

- Organize and complete an orderly transition of financial records from previous service providers;
- Assist in the development, implementation and maintenance of the fiscal policies and procedures for the School and the Governing Authority in accordance with professional accounting standards;
- Maintain financial stability in internal fiscal controls and systems to assure compliance with established standards, policies and procedures;

- Provide recommendations to the School and Governing Authority of alternative fiscal practices or plans which would result in additional revenue, decreased expenditures and financial efficiency;
- Plan, organize and coordinate the duties of the staff assigned to the fiscal department; Provide technical advice or assistance regarding fiscal matters, policies, procedures and computerized accounting systems;
- Secure Public Official Bond on behalf of the School and maintain credentials required by the State of Ohio to hold the position of Fiscal Officer;
- Maintain all financial records in accordance with Generally Accepted Accounting Principles (GAAP);
- Ensure that all transactions are coded utilizing the State of Ohio Chart of Accounts and maintain ability to file reports on a cash-basis where required;
- Maintain accurate general ledger and all their financial records; Prepare financial and statistical reports as requested by the School Administrator and the Governing Authority;
- Assist in preparation, monitoring, and revision of Annual Budget for the School. Present comparison of actual results to budget at all regular meetings of the Governing Authority;
- Assist in the preparation, revision, and submission of the School's Five Year Forecast in accordance with Section 5705.391 of the Ohio Revised Code;
- Monitor and comply with all financial requirements imposed on the School through Sponsor Contracts and if applicable, management agreements;
- Communicate with the Ohio Department of Education and the Auditor of the State of Ohio, among other funding agencies, to ensure sufficient funds are available for program operation and to assist in the execution of fund transfers;
- Review and approve financial status reports and funding reimbursement requests; Ensure the reports are reconciled to the general ledger, verify supporting documentation and submit to funding agencies in a timely manner;
- Responsible for financial reporting and cash draw down requests for all federal and state grants made to the School;
- Prepare monthly unaudited financial statements and other financial reports (as requested) for presentation to the School Administrator and Governing Authority at special and regular meetings of the Governing Authority

- Attend every Board meeting (in person or by phone if necessary) to present financial reports to Board of Directors;
- Review and approve bank reconciliations on a monthly basis, verifying balances are reconciled to the general ledger;
- Review and approve bi-weekly (or semi-monthly) payroll reports generated by payroll provider prior to generation of paychecks; Ensure that quarterly tax returns are prepared and timely reconciled to the general ledger; Review Form W-2s prepared by payroll provider and distribute to employees;
- Review Accounts Payable records for accuracy of funding source, general ledger account coding and verify the supporting documents are attached, including those indicating approval;
- On an annual basis, prepare Form 1099-MISC on behalf of the School and distribute to qualifying parties;
- Ensure compliance with purchasing procedures, perform physical inventory of assets and equipment annually, maintain current inventory list, enter items are tagged as purchased or obtained;
- Maintain appropriate depreciation schedules for capitalized assets;
- If so desired, provide orientation, training, and staff development to the Governing Authority on financial stability and accountability of all program activities, internal fiscal controls in accordance with professional accounting standards, maintenance of accurate financial records, and compliance with reporting requirements;
- Annually review service contracts, leases, maintenance agreements, group health and life insurance, vehicle insurance, commercial insurance and workers' compensation insurance, requesting bids for necessary;
- Coordinate and act as the liaison between the Governing Authority, School, and Auditor of State of Ohio during the annual audit process. Prepare all schedules and compile all information as required for annual and interim audits by the Auditor of the State of Ohio;
- On an annual basis, prepare and file Form 990, "Return of Organization Exempt from Income Tax" on behalf of the School;
- In the event of a School closure, MFS will assist the School in fulfilling its obligations as outlined in the "ODE Closing Assurances and Procedures Document";
- Other financial duties as requested by the School Leadership;
- At all times, deliver superior service in a courteous and professional manner.

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

EMPLOYER COPY

Department of Education

5 Year School Treasurer License

This License Awarded To: **CHRISTOPHER D. MASSA**

License Number: OH3014246

Issue Date: 09/23/2011


FROM: 07/01/2011 - 06/30/2016

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer


Superintendent of Public Instruction

1201608


Interim Deputy Superintendent

State of Ohio

Department of Education

5 Year School Treasurer License

This License Awarded To: **CHRISTOPHER D. MASSA**

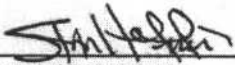
License Number: OH3014246

Issue Date: 09/23/2011


FROM: 07/01/2011 - 06/30/2016

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer


Superintendent of Public Instruction

1201608


Interim Deputy Superintendent

ATTACHMENT 9.4
FISCAL BOND

1. Treasurer's Bond

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

Public
Official
Bond

Bond Number: BND0616060

Westfield Insurance Company

Westfield Insurance®
1 Park Circle, Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS, That we Christopher D. Massa of Menlo Park Academy, 1020 Cobblefield St Canton, OH 44721 in the State of OH as Principal, and Westfield Insurance Company, incorporated under the laws of the State of Ohio, and authorized to become sole surety on bonds in the State of Ohio as Surety, are held and firmly bound unto State of Ohio in the State of Ohio in the penal sum of Twenty Five Thousand (\$ 25,000.00) Dollars lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this 24th day of June, 2013.

WHEREAS, the said Christopher D. Massa has been duly appointed Fiscal Officer to the office of Fiscal Officer for a term of 1 year beginning on the 1st day of July, 2013, and ending on the 1st day of July, 2014.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Christopher D. Massa shall, during the aforesaid term, faithfully and truly perform all duties of his office and shall pay over and account for all funds coming into his hands by virtue of his said office of Fiscal Officer as required by law, then this obligation to be void; otherwise to be and remain in full force and virtue.

THIS BOND is executed and delivered to be effective only upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

If the Surety shall so elect this bond may be canceled by giving thirty (30) days notice in writing to the State of Ohio 88 E Broad St., Fifth Floor Columbus, OH 43215 and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable for all or any act or acts covered by this bond, which may have been committed by the Principal up to the effective date of such cancellation, subject to the terms, conditions and provisions of this bond.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and seal, and the said Westfield Insurance Company has executed these presents to be signed by its Attorney-in-Fact, the day and year first above written.

Signed and sealed in the presence of

[Signature]
Christopher D. Massa Principal
Westfield Insurance Company

By [Signature]
Jody Maibach Attorney-in-Fact

SS:



COUNTY OF _____ }
STATE OF _____ }

Before me, this _____ day of _____,
_____ personally appeared the
said _____, to me known and known to
me to be the individual described in and who executed the foregoing bond, and ___he acknowledged to me that ___he
executed the same.

Notary Public

APPROVAL

The within bond is approved by _____
as to the amount and sureties thereof, this _____ day of _____, _____.

OATH

THE STATE OF _____ }
COUNTY OF _____ } ss:

Before me _____
within and for the county aforesaid, on this _____ day of _____
_____, personally appeared _____
and made solemn oath that ___he will support the constitution of the United States and the constitution of the
State of _____, and that ___he will faithfully discharge the duties of h___ office as _____

Witness _____ Signed _____

POWER NO: 34-0858
Power of Attorney

Westfield Insurance Company

CERTIFIED COPY

1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Jody Maibach** of **Wadsworth** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 0616060**
Principal Name: **Christopher D. Massa** **Christopher D. Massa**
Obligee Name: **State of Ohio**
Bond Penalty: \$ **25,000.00**

and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"**BE IT RESOLVED**, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary."

"**BE IT FURTHER RESOLVED**, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, **Westfield Insurance Company** has caused these presents to be signed by their **Senior Executive** and their corporate seal to be hereto affixed this **1st** day of **January** A.D., **2012**.

By: **Dennis P. Baus**, *National Surety Leader and Senior Executive*

Affixed
Corporate
Seal



CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **24th** day of **June**, A.D., **2013**.

By: **Frank Carrino**, *Secretary*

State of Ohio
County of Medina ss:

On this **1st** day of **January**, A.D., **2012**, before me personally came **Dennis P. Baus**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company** the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

By:
William J. Kahelin, *Attorney at Law, Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

**MODIFICATION NO. 1
TO
OHIO COMMUNITY SCHOOL CONTRACT
BY and BETWEEN
Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)
AND
Menlo Park Academy
 (“Governing Authority” OR “School”)**

WHEREAS, the Educational Service Center of Lake Erie West (“ESCLEW”) was formerly known as the Lucas County Educational Service Center (LCESC”); and

WHEREAS, the ESCLEW and the Governing Authority entered into a Community School Sponsorship Contract (“Contract”) on October 21, 2011; and

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

NOW THEREFORE, the parties modify the Contract as follows:

1. All references in the Contract to the Lucas County Educational Service Center or “LCESC” are hereby replaced with the Educational Service Center of Lake Erie West or “ESCLEW.”
2. **Article II Section 2.4.** The third bullet point, “Bimonthly reviews of financials” is updated to read: “Monthly reviews of financials and enrollment records.”

The remainder of Section 2.4 shall remain as originally written in the Contract.

3. **Article III.** In Article III, after Subsection 3.5.2, add a new subsection as follows:

“3.5.3 The School shall comply with and cooperate with the closing requirements summarized on Attachment 3.5.3 and all other required procedures, including any Ohio Department of Education Closing Procedure Guidance at the pertinent time.”

4. **Article IV Section 4.1** is updated to include sections 3313.814, 3313.816 and 3313.817.
5. **Article VII Section 7.2(f)** shall be replaced in its entirety as follows:

“(f) all financials, budgets, assets, liabilities, or similar information and enrollment records (required monthly); and,”

6. **Article IX Section 9.2.** Add at the end, add an additional paragraph as follows:

“If the School does not use the Sponsor for its Treasurer, the School’s Treasurer must be obligated to assist in all closing procedures, regular, special or final, audits, closing requirements listed on Attachment 3.5.3, and all Ohio Department of Education rules and procedures, even if the School closes, is not renewed, suspended or terminated.”

7. **Article XI Section 11.3** is updated to add a new subsection (j) which states:

“(j) 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 sponsorship 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.”

8. **Article XI Section 11.7(a)** shall be replaced in its entirety as follows:

“(a) The **Sponsor** may choose not to renew this Contract at its Expiration Date for any of the following reasons:

- (1) Failure to meet student performance requirements stated in this Contract;
- (2) Failure to meet generally accepted standards fiscal management;
- (3) Violation of any provision of this Contract or applicable state or federal law;
- (4) Other good cause.

By February 1 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 of the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Contract.”

9. **Article XI Section 11.10** is deleted in its entirety and replaced with the following:

“11.10 **Termination of the Contract.** The **Sponsor** may choose to terminate this Contract for any of the following reasons: (1) failure to meet student performance requirements stated in this Contract, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Contract or applicable state or federal law, or (4) other good cause.

Additionally, if the **Sponsor** has suspended the operation of this Contract under R.C. 3314.072, the **Sponsor** may choose to terminate this Contract prior to its expiration.

At least ninety (90) days prior to the termination of 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 of the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Contract.

A decision of the **Sponsor** to terminate this Contract may be appealed to the state board of education within fourteen (14) days following receipt of the **Sponsor’s** written decision to terminate the contract. The state board shall conduct a hearing and issue a decision within 60 days of the notice of appeal. The decision of the state board is final.

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 as a result of that hearing the **Sponsor** affirms its decision to terminate this Contract, the effective date of the termination specified in the notice, or if that decision is appealed to the state board and the state board affirms that decision, the date established in the resolution of the state board affirming the Sponsor's decision.

If the Contract is terminated, the **School** must close permanently at the end of the 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."

- 10. **Attachment 3.5.3** is added, or, revised in its entirety, as an attachment to the Contract (see Attachment 3.5.3 to this Modification, hereby made a part of the Contract).
- 11. **Attachment 6.4, (continued)** is hereby made a part of the Contract as attached hereto, and, shall include a new paragraph as follows:

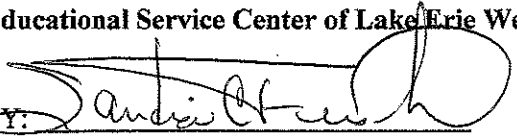
"Sponsor's Monitoring of Assessments and Goals shall include but not be limited to the following:

- 1. If the School drops one ranking level in Ohio Report Card standing, the Sponsor may, at its discretion, require an explanation, analyses or corrective action plans concerning a specific area or areas causing the drop in ranking.
- 2. If the School drops two or more ranking levels in Ohio Report Card standing, or, drops to the lowest report card ranking, the **Sponsor** may, at its discretion, require a targeted, detailed corrective action plan, require outside consultants or counseling, require meetings with the administration or Board of Directors to identify issues, or any other means of inducing academic improvement."

The above monitoring is not a pre-condition to any disciplinary process allowed by law, is not a mandatory **Sponsor** responsibility, and is in addition to any and all disciplinary procedures allowed by law."

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: 

ITS: Superintendent

DATE: 10/30/12

Governing Authority of Menlo Park Academy

BY: Jeri Harrison

ITS: Board Chair

DATE: 8-17-12

V A015

Revised 05-2011

**CONTRACT
FOR
OHIO COMMUNITY SCHOOL**

This **CONTRACT** is entered into by and between the Lucas County Educational Service Center (**LCESC or Sponsor**) and the Menlo Park Academy, (**School Governing Authority or School**) by and through Teri Harrison, the President of its Board of Directors and governing authority, an Ohio public community school established as a non-profit corporation under Ohio Revised Code (R.C.) Chapter 1702.

WHEREAS, R.C. Chapter 3314 permits Ohio public community schools; and

WHEREAS, **LCESC** is an authorized **Sponsor** under R.C. Chapter 3314; and

WHEREAS, the **School Governing Authority** is an Ohio non-profit Corporation with its corporate principal place of business located in Cuyahoga County, Ohio; and

WHEREAS, the **School Governing Authority** wishes to fully state or restate its Agreement to operate an Ohio Community School;

NOW THEREFORE, the **School Governing Authority** and the **Sponsor** enter into this Contract pursuant to the following terms and conditions. All Attachments and Recitals to this Contract are incorporated by reference and made a part of this Contract.

ARTICLE I
Continuation of Community School

- 1.1 **Continuation of Start-Up Community School.** The **School Governing Authority** and the **Sponsor** agree that the **School Governing Authority** 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 1.6 below.
- 1.2 **Non-Profit Corporation.** The **School** is established and operated as a non-profit corporation under R.C. Chapter 1702. 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.
- 1.3. **Public Benefit Corporation.** The **School** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003.
- 1.4 **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 three (3) business days after notice to the **School**, with a copy of any documentation and official/governmental notices or letters.

- 1.5 **Corporate Documents.** Attached as Attachment 1.5 are the Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Employer ID Number, Code of Regulations, IRS Determination Letter (if any), Mission Statement and Organizational Chart of the **School**. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within three (3) business days of the effective date of such changes, along with a copy of all documentation and filings.
- 1.6 **Prior Status.** The **School** was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract.
- 1.7 **Sponsor.** The **Sponsor** shall carry out the responsibilities established by law, including:
- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with the terms of this Contract;
 - (b) Monitor and evaluate the academic and fiscal performance and the organization of the **School** on at least an annual basis, and, if applicable, if **Sponsor** so elects under R.C. 3314.35(E) or 3314.36(D), the **Sponsor** may also evaluate the academics of the **School** for a period of at least three school years as described in Attachment 1.7(b), and provide the results of this evaluation to the Ohio Department of Education and the parents of students enrolled at the **School**;
 - (c) Provide reasonable technical assistance to the **School** in complying with this Contract and with applicable laws (provided, however, **Sponsor** shall not be obligated to give legal advice to the **School** (*See 2.7 below*));
 - (d) 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**; and
 - (e) Establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or closes before the end of the school year. Such plan or requirements for such 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.

- (f) Report on an annual basis the results of the evaluation conducted under division 1.7(b) above, to the department of education and to the parents of students enrolled in the community school.

ARTICLE II
Governing Authority/Administration

- 2.1 **Governing Authority Members.** Attached as Attachment 2.1 are the names, home or work addresses (not the address of the **School**), home, work and cellular telephone numbers, and electronic mail addresses of the current members of the **School Governing Authority** and a description of the process by which the members of the **School Governing Authority** shall be selected in the future. The **School Governing Authority** (its Board of Directors "Directors" or "Board") must contain at least five Directors. No Director shall serve on the board of more than one other community school in the State of Ohio. The **Sponsor** shall be promptly notified of any changes in members in writing (members or Directors of the Board) including names, notices of new names, addresses, e-mail and telephone numbers, within three (3) business days of such change. No present or former member, or immediate relative of a present or former member, of the Board of Directors of the School shall be an owner, employee, or consultant of the School's Management Company or operator, unless at least one year has elapsed since the conclusion of the member's service on the Board.
- 2.2 **Training of Governing Authority Members.** All Board members new to this **School's** Board will be required to go through a minimum of five (5) hours of Board training within three (3) months of being elected or appointed to the Board. Such training must be approved by the **Sponsor**. All Board directors or officers are required to obtain a clean BCI&I and FBI background check before the effective date of the member's term. The **School** shall obtain written consent from each Board member to give the background check to the **Sponsor**. The LCESC shall have adequate prior written notice of all regular and special meetings, be copied with all agenda, packets, handouts and minutes of all meetings of the Board of Directors or its committees. Sponsor must receive a hard copy notice and telephone call invitation to all special meetings at least 24 hours prior to such meeting, or, as soon as scheduled, whichever comes first. The LCESC representative shall be invited into executive sessions unless the session involves a legal dispute with the LCESC.
- 2.3 **Chief Administrative Officer.** The Chief Administrative Officer of the **School** will be called the director (principal, director, administrator, etc.). At the inception of this Contract, the position will be held by Dr. Lorraine Bouchard. Any change in the identity and/or role of the Chief Administrative Officer shall be reported within three (3) business days to the **Sponsor**, along with that person's recently completed criminal background check and resume.

2.4 **Cooperation with Sponsor Oversight.** The **School Governing Authority** and administration covenant and agree to cooperate fully with the **Sponsor** in all activities as required by regulations of the Ohio Department of Education for oversight of the **School**. This includes, but is not limited to:

- Annual file up-date per checklist as set out by the **LCESC**.
- Preliminary site visit and certification of letter of assurances at least 12 days prior to the first day of school and at all times thereafter as determined necessary by the **Sponsor**.
- Bimonthly reviews of financials.
- Other appropriate requests for information from the **Sponsor**, the Ohio Department of Education or other applicable governmental agencies.
- Timely submit all required or requested data into the **LCESC/AOIS** document management system.
- Maintain daily attendance sheets, signed and verified by the teacher and Principal of the **School**.
- Maintain high school drop-out recovery status (if applicable) and comply with all current and future rules, regulations and assessments associated with such status.

2.5 **Power of Attorney.** The **School 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 **School 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 (all but one must be unrelated to **Sponsor**) for cause or for breach of this Contract, to all extents permissible by law. The **School 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 **School 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 **School Governing Authority** to comply. In addition, any failure by the **School 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 (non Sponsor related) Directors, and/or dismiss any Directors, if the Sponsor deems necessary at its discretion.**

2.6 **General Training.** The **School** administrator, or appropriate representative, shall participate regularly in training provided by the **LCESC** and by the Ohio Department of Education, or the approved or affiliated organization of any of the preceding entities.

2.7 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the then current law requires. The **School 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 **School's** plan for transportation of students is provided in Attachment 3.1. The **School Governing Authority** will work to assure that transportation of students is provided in accordance with all laws, rules and regulations, including to and from career technical programs.
- 3.2 **Management by Third Parties.** If the **School Governing Authority** enters into any contract for management or operation of the **School** and its curriculum and operations, such fully executed contract must be attached as Attachment 3.2. Any changes in the management company or contract shall require prior written approval of the **Sponsor** and incorporation as Attachment 3.2. If the management company provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the management company must provide a detailed accounting of the nature and costs of the services it provides to the **School**, acceptable to the Auditor of the State of Ohio. If at some point **Sponsor** deems, at its discretion, that due to mismanagement, governance, or performance, another company is necessary, **Sponsor** may require **School** to interview, select and enter into an agreement for such services and such management agreement must be approved by **Sponsor**. Any management agreement with the **School** must allow the **Governing Authority** to have its own legal counsel, paid for by the revenues of the **School**, should the **School** and management company be adverse to each other with any particular matter.
- 3.3 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
- 3.4 **Technology Plan.** The **School** must have a state-approved technology plan within sixty (60) days of execution of this Contract and complete the filing procedures for E-tech Ohio or any successor thereof on or before the next applicable deadlines. All technology plans must be updated and submitted as required by law, rule or regulation.
- 3.5 **Disposition of Assets.** In the event that this Contract is a) suspended and terminated or 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 **School Governing Authority** and the **School**.
- 3.5.1 After paying or adequately providing for the payment of all known obligations of the corporation, the Directors shall distribute the remainder of the assets as follows:
- (a) Assets held upon condition requiring return, transfer, or conveyance, which condition shall have occurred by reason of the dissolution or

otherwise, shall be returned, transferred or conveyed in accordance with such requirements;

(b) In the case of a public benefit corporation:

(i) Assets held by it in trust for specified purposes shall be applied so far as is feasible and in accordance with the terms of the trust,

(ii) The remaining assets not held in trust shall be applied so far as is feasible towards carrying out the purposes stated in the **School's** articles,

(iii) In the event and to the extent that, and in the judgment of the directors, it is not feasible to apply the assets provided in above clauses (a) and (b), the assets shall be applied as may be directed by the court of common pleas and the county and this state in which the principle office of the corporation is located.

3.5.2 In applying the principles stated above, adherence to R.C. 3314.074(A) and (B) should be respected to the fullest extent not in conflict with the above.

3.5.3 The **School** shall comply with the closing procedures summarized on Attachment 3.5.3, and all other required procedures, including the Ohio Department of Education Closing Procedures Guidance, at the pertinent time.

3.6 **Commencement of School Operations.** The School shall open for operation not later than September 30th of each school year, unless the mission of the School is solely to serve dropouts. If the **School** fails to open within eight (8) months after the execution of this Contract, this Contract may be deemed void in a writing sent by **Sponsor**.

3.7 **Policies and Parent Surveys.** The School shall send to **Sponsor**, copies of policies and handbooks, a parent involvement policy, and any parent survey measuring parent satisfaction with the operation of the School.

ARTICLE IV **Compliance With Laws**

4.1 **Compliance with Laws.** The **School** shall comply with sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.18, 3301.0710, 3301.0711, 3301.0712, 3301.0714 (as stated in 3314.17), 3301.0715, 3313.472, 3313.50, 3313.536, 3313.608, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.80, 3313.801 (as if the school were a district), 3313.814, 3313.816, 3313.817, 3313.86, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3321.01, 3321.041, 3321.13-.14, 3321.17-.191, 3327.10, 4111.17, 4113.52 and 5705.391, Chapters 117., 1347., 1702., 2744., 3307, 3309, 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. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Contract. Laws listed above which are mandatory, are also mandatory under this Contract.

The **School** shall comply with Chapter 102 of the Ohio Revised Code and section 2921.42 of the Ohio Revised Code. The **School** must have a conflict of interest policy, attached as Attachment 4.1.

The **School** shall also comply with R.C. 3302.04, including division (E) of that section to the extent possible, except that any action required by a school district under R.C. 3302.04 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. 3313.614, and with R.C. 3313.61 and 3313.611 as qualified by R.C. 3314.03(A)(11)(f) (See 6.11 below).

- 4.2 **Compliance With Other Laws.** The **School** and the **School Governing Authority** may carry out any act or insure 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 having to do federal grants.

ARTICLE V **Facilities**

- 5.1 **Location of Facility.** The facility to be used for the community school will be maintained at 14440 Triskett Road, Cleveland, Ohio 44111. If the facility has been or will be leased, a copy of the fully executed lease must be provided to the **Sponsor** within three (3) business days of its execution. If the facility has been or will be purchased by the **School**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within three (3) business days of execution, and after purchase, a copy of the recorded conveyance documents shall immediately be provided to the **Sponsor**. Any lease or use of the facility must be documented in writing. The facility will not be changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease or mortgage payments must be consistent with the budgets given to and approved by **Sponsor**. In any change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans, revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. 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, obligations or business of the **School**, but may request any information **Sponsor** deems necessary to assess adequate planning for facilities.

- 5.2 **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 Ohio Department of Education, or, after any walkthrough or site visit. Facilities will be maintained in clean, healthy manner to the satisfaction of the **Sponsor** and/or as indicated by proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.

A Certificate of Occupancy must be provided to the **Sponsor** prior to occupancy. Proof of occupancy shall be satisfied by the **School's 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 **Number of Students.** The **School** will provide learning opportunities to a minimum of twenty-five (25) students; and as applicable, 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-9 (in a pattern or progression approved by the **Sponsor**) and serve ages 4-14. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 450 students, whichever is less. An increase in the number of students may not occur without the prior written consent of the **Sponsor**. 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 6.1 shall be an unplanned decrease not pre-approved by **Sponsor** of (i) below 25 students, or, (ii) 30% or greater decrease from the average enrollment figures of the prior four 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. Time is of the essence in continuing operation. Failure to continue operation without interruption is grounds for termination of this Contract. Only upon written notification to the **Sponsor**, can the **School** calendar be materially changed. A material change shall be defined as any change of one week or more, either consecutively or cumulatively.
- 6.3 **Curriculum.** For purposes of this Contract, on Attachment 6.3, the focus, mission, philosophy, goals and objectives of the curriculum shall be separated from the methods used to achieve those goals and all classroom and non-classroom based learning opportunities. Any change in methods must be reported to **Sponsor**. However, changes

in the focus, mission, philosophy, goals and objectives may not be changed without prior written notice to **Sponsor** containing justification and sound reasoning, and prior approval of **Sponsor**. Attachment 6.3 must also show how the **School's** curriculum is aligned with Ohio Content Standards. The LCESC specifically authorizes "Learning Opportunities" to include educational opportunities provided by the School during suspension or expulsion of the School's students, if provided for by the School's own policies. "Learning Opportunities" shall also include any opportunities provided for in a Credit Flex program of the School or as described on Attachment 6.3.

6.4 **Achievement Tests, Value-Added Assessments, Other Assessments and Standards.**

The performance standards (requirements) and assessments which shall include statewide proficiency or achievement tests and any other standards and/or assessments required by law or recommended by the **Sponsor**, must be timely and properly administered, met and completed. Initial performance standards/requirements are attached as Attachment 6.4. The School shall also be evaluated based upon state standards. State standards shall be met by the **School** and may be changed from time to time by the Ohio Department of Education. In addition to the required testing, the **School** must assess and keep benchmarks acceptable to the **Sponsor**, of all students, in order to provide guidance for the **Sponsor** to review yearly progress. Such assessments and intended benchmarking are identified on Attachment 6.4. No assessment tools may be changed without notification to the Sponsor, which shall contain the justification for the change. The **School** specifically acknowledges the closure provisions of the Ohio Revised Code section 3314.35.

6.5 **Racial and Ethnic Balance.** The **School** 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** is violative of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order.

6.6 **Tuition.** Subject only to any applicable exception pursuant to section 3314.26 of the Ohio Revised Code, 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, or the **School's** engaging in voluntary fund-raising activities or the School's ability to otherwise charge tuition or fees if expressly allowed by applicable statute.

6.7 **Suspension and Expulsion Policies.** 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 is included in Attachment 6.7. The **School's** policy and practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law, and, the **School** must also maintain a separate policy for the discipline of students receiving special education services (also in Attachment 6.7).

- 6.8 **Assuring Adequate Yearly Progress.** The **School** shall develop a plan of intervention for all students not found proficient or not making adequate yearly progress, and submit it to the **Sponsor** for approval.
- 6.9 **Disabled Students.** Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of handicapped students. The **School** shall provide all necessary related services, or, the **School** may contract for related services if it provides documentation to **Sponsor** identifying the providers, along with the plan to provide related services, the provider's qualifications, experience and reputation.
- 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. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **School Governing Board** fails to continue until the end of the approved school year or is otherwise suspended or terminated. Provided however, **Sponsor** may suspend the operations or terminate the contract as otherwise indicated by law. The School Governing Authority and its administration takes sole responsibility for the ODE closing procedures listed in Attachment 3.5.3 and indemnifies, shall defend and hold harmless the Sponsor for all performance thereof.
- 6.11 **High School Diplomas.** Within two (2) business days from when **School** receives its information of which students passed all required tests for graduation, the **School** shall send its list of graduates to **Sponsor**. **Sponsor** shall be invited to all graduation ceremonies. 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 sections 3313.61 and 3313.611 of the Ohio Revised Code except that, by completing the curriculum adopted by the **School 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 Ohio Revised Code. Provided, however, beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in sections 3313.61 and 3313.611 [3313.61.1] of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of section 3313.603 [3313.60.3] 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, adopted by the state board of education under division (J) of section 3313.603 [3313.60.3] of the Revised Code.
- 6.12 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as Attachment 6.12 and shall be followed and may not be changed without the prior written consent of the **Sponsor**. At a minimum, the admission procedures 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, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude [If the **School** limits admission to “at-risk” See (b) below];
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the school may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of “at-risk” that the parties to this Contract agree upon 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 may be given to eligible siblings of such students. The lottery may be conducted by the **Sponsor**.

- (c) If admissions is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education programs to a specified number of non-handicapped students, then the target ratio of the number of autistic students to non-handicapped students in the **School’s** population shall be N/A; the total number of autistic students to be enrolled in the **School** shall be N/A; the total number of non-handicapped students to be enrolled in the **School** shall be N/A. Specify “N/A” if not applicable, here N/A.
- (d) The **School** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located, which shall comply with the administrative procedures specified herein and shall either 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. Such a policy is included in Attachment 6.12.

6.13 **Attendance Policy.** Attachment 6.13 must also include the **School’s** Attendance and Truancy Policies, as well as procedures for automatic withdrawal if a student misses 105 consecutive hours of learning opportunities. Attendance must be itemized and verified daily by the applicable teacher(s).

6.14 **Internet or Computer-Based Community Schools.** The **Governing Authority** and **School**, if an internet or computer-based community school shall comply with the requirements in Attachment 6.14.

ARTICLE VII
Reporting

- 7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 30 of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or 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, its activities and standards.
- 7.2 **Reports to Sponsor.** The **School Governing Authority** shall report to the **Sponsor** the following on or before the day set by statute, rule or regulation, or, by the **Sponsor**, all information or documents required under applicable law, including but not limited to:
- (a) that information required under R.C. 3314.08(B)(2)(a)-(i); and
 - (b) the number of student suspensions and expulsions and the number of students suspended and expelled; and
 - (c) the number and names of students withdrawn; and
 - (d) annually, or at the request of **Sponsor**, any event, occurrence or circumstance that could reasonably have a material adverse effect on the operations, properties (both real or personal), assets, condition (financial or otherwise), enrollment, prospects or reputation of the **School**, including but not limited to notice of breach of this Contract; breach, claimed default or violation of any covenant or term of any loan or contract with a third party; failure to maintain in good standing its non-profit corporate charter or its tax exempt status; failure to comply with any conditions of permits, licenses, certificates or other regulatory or similar obligations; threats of or claims for lawsuits, actions, investigations, arbitrations or mediations; and, the **School Governing Authority's** position, cure, or plan of action; and
 - (e) all items required to be reported in this Contract, or by the Ohio Department of Education, including but not limited to those listed on Attachments 7.2(h); and
 - (f) all financials, budgets, assets, liabilities, or similar information (required at least bi-monthly); and
 - (g) staff and teacher turnover; and
 - (h) any structure, governance or operational information.
- 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 impromptu 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 Ohio Revised Code. Upon employment, the **School** shall forward teacher qualifications to Sponsor. 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 the No Child Left Behind Act. The school-wide students to full-time equivalent classroom teacher ratio shall be no more than 24 to 1. 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 para-professionals shall meet the “highly qualified” standards as applicable and as set out in the law known as “No Child Left Behind” or its successors law(s). The LPDC Policy must be provided to Sponsor and implemented by the School.
- 8.2 **Dismissal of Employees.** Subject to 11.2 below, the **School 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, are set out on Attachment 8.2.
- 8.3 **Employee Benefits.** Any health, medical or other benefits provided by the **School** shall be set out in Attachment 8.2. Attachment 8.2 may be amended by the **School** from time to time, provided however, all such amendments shall be provided to **Sponsor** in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supercedes Attachment 8.2 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.
- 8.4 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation and the Federal Bureau of Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position, as a person responsible for the care, custody and control of a child, including those who may be in unsupervised contact with a child. The School shall obtain written consent from such persons in order to give such background checks to Sponsor. In the alternative, if consent cannot be obtained, the School may either (a) provide an attorney opinion letter or (b) provide an affidavit from the Board President or Chairperson, in either case stating that the checks are either 1) clean or 2) reviewed and approved by legal counsel, on a timely basis. An applicant may be employed conditionally until the criminal records check is

completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment or care, custody or control of, or unsupervised contact with children, the applicant shall be released from employment. The **School** shall conduct such background checks for renewals of licenses and shall follow all required reporting of misconduct to the State Superintendent of Public Instruction.

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, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code.

9.2 **Fiscal Services.** The **School** agrees that its fiscal agent shall be (pick and initial only one):

- | | |
|---|---|
| <p><u>School</u> by _____
<u>LCESC</u> by _____
(initial)</p> | <p>1. Its Treasurer, <u>Richard Cox</u>; or</p> |
| <p><u>School</u> by _____
<u>LCESC</u> by _____
(initial)</p> | <p>2. Its Management Company, _____, through the Management Company's Treasurer _____ (name);</p> |
| <p><u>School</u> by <u>[Signature]</u>
<u>LCESC</u> by <u>[Signature]</u>
(initial)</p> | <p>3. The LCESC's Treasurer by way of a Fiscal Services Agreement. (Note requirements in Attachment 9.2)</p> |
| <p><u>School</u> by _____
<u>LCESC</u> by _____
(initial)</p> | <p>4. A qualified service provider named _____ (credentials and training to be provided to the Sponsor.)</p> |

Should the **School** be using the **LCESC's Treasurer**, the Fiscal Services Agreement is as stated in Attachment 9.2. Payments to the **Sponsor** for fiscal services are as stated in such Fiscal Services Agreement and are in addition to the oversight fee in §9.7 below.

If 9.2, 1., 2. or 4 are chosen, the School Treasurer must be obligated to assist in all closing procedures and Ohio Department of Education closing requirements listed on Attachment and Supplement 3.5.3., and to participate in any final audit if the School closes, is non-renewed, suspended or terminated.

9.3 **Fiscal Licensure.** Prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of School, the fiscal officer, agent or service provider shall be licensed as

provided for in Ohio Revised Code 3301.074 or shall have completed not less than 16 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the **Sponsor**, completed an additional 24 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the **Sponsor**, and have completed or will complete 8 hours of continuing education classes, courses or workshops in the area of school accounting as approved by the **Sponsor** during each subsequent year. The Certification of Training or licensure is attached as Attachment 9.3.

- 9.4 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by Sponsor, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the School fiscal agent, officer or service provider. The bond shall be deposited with Sponsor, and a copy thereof, certified by Sponsor, shall be filed with the county auditor. A copy of the fiscal agent bond is contained in Attachment 9.4.
- 9.5. **Budget.** Prior to its first opening, the School must submit a balanced budget for 25 students, 50 students and 80 students. A continuing start-up school may submit its budgets based on historical data. A financial plan detailing an estimated school budget for each fiscal year of this Contract, and for five years, is attached as Attachment 9.5. Each year of this Contract, on or before June 30, a revised school budget shall be submitted to the **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under section 3314.08 of the Ohio Revised Code. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to revise or comply with such requests. Should the **School** be managed by a third party management company, the **School Governing Authority** must procure from such management company, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required or permitted by law.
- 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** may 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.
- 9.7 **Payment to Sponsor for Oversight.** For and in consideration of one and one-half percent (1.5%) of all state per-pupil foundation funds received by the **School** from the State of Ohio (but only up to 3% of such funds unless otherwise allowed by law), the **Sponsor** shall provide the oversight 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.

At the inception of this Amended and Restated Contract, the oversight fee will be set at or remain at 1.5% as described above. The LCESC reserves the right to increase the fee upon not less than sixty (60) days prior written notice, for not more than .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 LCESC to raise any oversight fee; and
2. Nothing shall prohibit the LCESC from raising the oversight fee to any increment below .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 1,000 students or more on the most recent past month's CSADM report; or
 - b. the School's most recently officially released academic Ohio Report Card Rating is Effective or higher, and (i) there are no findings in the school's last officially released annual state audit, 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 demand, and, the School agrees to automatically comply with such new rules even without such amendment, at the Sponsor's written demand.

9.8 **Federal Grants.** School must report to 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 and backup for proper disposition in accordance with the 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.

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.** Comprehensive general liability insurance at all times will be maintained by the **School Governing Authority** 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 **School Governing Authority**, its Directors, Officers and its employees but also for the **Sponsor**, its Board, Superintendent and employees as additional insureds. The **School Governing Authority** shall also maintain directors and officers liability/errors and omissions coverage in the amount of One Million Dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage rather than claims made coverage. The **School 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 shall provide evidence of the same as Attachment 10.1. 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 three (3) business days of request, and, within three (3) business days of any change or notice to School by the applicable insurance entity.

10.2 **Indemnification.** The **School 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, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', expert, 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 **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Contract;
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees 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;
- (c) 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 **School** 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; and

- (d) 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** or the **School Governing Authority** unless the School or School 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.

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 **School Governing Authority** and the **School** shall 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 **School Governing Authority**.

10.4 **Survival.** All provisions of Article X, 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 **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Contract and authorizing one or more individuals to execute this Contract for and on behalf of the party, with full authority to bind the party.

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 **School** specifically recognizes and acknowledges the following:

- (a) The **Sponsor's** authority to assume operation of the **School** under R.C. 3314.073.
- (b) 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).

- (c) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (d) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** pursuant to R.C. 3314.07(D) and 3314.08(J)(2), and any other applicable law limiting the liability of the **Sponsor**.
- (e) 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, and correct problems in the **School**'s performance.
- (f) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (g) The mandate of permanent closure under R.C. 3314.35, under the circumstances enumerated therein.
- (h) That the Auditor of the State of Ohio may deem the School "unauditable" and direct the stoppage of funding for the School, and, the Sponsor's right to terminate this Contract in such a situation.
- (i) That the Ohio Department of Education has set out its guidance for closing procedures (attached as a modified supplement to Attachment 3.5.3) and that the School hereby authorizes Sponsor to take all such action required by the ODE therein if the School administration or Board itself does not do so in a manner acceptable to the Sponsor or the ODE.

11.4 **Dispute Resolution.** **Sponsor** and **School** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or the law. 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 ten (10) years effective as of, or, commencing on July 1, 2011 and ending on June 30, 2021. 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 LCESC if the School is closed mandatorily by statute, by another governmental agency or by operation of law.

The LCESC or the **School** may accelerate the expiration date or request re-negotiation of this Contract to be effective at the end of the fifth, seventh, or ninth year of this Contract. The LCESC or the **School** must state its desire to accelerate the expiration date or re-negotiate terms of this Contract in a writing received by the other party, at least 180 days prior to the end of the fifth, seventh or ninth year of this Contract, as the case may be. As

an example only, if the **School** wishes to accelerate the expiration date to the end of the fifth year, or re-negotiate terms of the Contract for the sixth year on, it must give written notice to the LCESC at least 180 days prior to June 30 of the fifth year. If no such notice is received, the Contract continues as it is written herein, until the end of the tenth year, or, until and if one party notifies the other 180 days before the end of the seventh year of this Contract, and so on, as applicable to the end of the ninth year. If a notice to re-negotiate terms is timely delivered, the parties shall negotiate in good faith for a period of 45 days from the date such notice is delivered. If the parties have been unable to agree in writing to re-negotiated terms within the 45-day period, the party originally giving notice may within three (3) business days from the end of the 45-day period either: 1) agree to continue under the then-current terms of this Contract, or 2) accelerate the expiration date to the end of the current year.

11.6 **Renewal.** Renewal is subject to the **Sponsor's** determination that the **School** has satisfactorily complied with the applicable laws and this Contract, and that the **School's** progress in meeting the academic goals stated in this Contract is satisfactory.

11.7 **Non-renewal of this Contract.**

(a) The **Sponsor** may choose not to renew this Contract at its Expiration Date for any of the following reasons:

- (1) Failure to meet student performance requirements stated in this Contract;
- (2) Failure to meet generally accepted standards fiscal management;
- (3) Violation of any provision of this Contract or applicable state or federal law;
- (4) Other good cause.

At least ninety (90) days prior to the non-renewal of 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 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 seventy (70) days of the receipt of a request for the hearing. Promptly following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Contract.

(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. 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.

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 **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation, and, after receiving the **School 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 11.9 below.

11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Contract or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Contract or applicable state or federal law, or (4) other good cause, if **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with five business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or, if the **Governing Authority** fails to submit a remedy or fails to implement the remedy.

Once the **School** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within five business days. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.

11.10 **Termination of the Contract.** The **Sponsor** may choose to terminate this Contract for any of the following reasons: (1) failure to meet student performance requirements stated in this Contract, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Contract or applicable state or federal law, or (4) other good cause.

Additionally, if the **Sponsor** has suspended the operation of this Contract under R.C. 3314.072, the **Sponsor** may choose to terminate this Contract prior to its expiration.

At least ninety (90) days prior to the termination of 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 seventy (70) days of the receipt of a request for the hearing. Promptly following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Contract.

A decision of the **Sponsor** to terminate this Contract may be appealed to the state board of education. The decision of the state board is final.

The termination of this Contract shall be effective upon the occurrence of the later of the following events:

- (a) ninety (90) days following the date the **Sponsor** notifies the **School** of its decision to terminate this Contract as provided for above; or
- (b) if an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Contract, the effective date of the termination specified in the notice, or if that decision is appealed to the state board and the state board affirms that decision, the date established in the resolution of the state board affirming the **Sponsor's** decision.

If this Contract is terminated, then 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 sent to the **School** by the **Sponsor**, or, immediately upon a closure notice or suspension from any governmental or administrative agency, or a vote of closure by the **School**, the **School** must submit to **Sponsor**, a good faith deposit of \$15,000 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, fees, 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** is actually suspended, closed or terminated, or in case the **School** fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit is to be returned to the **School** or sent to the appropriate creditor without interest, if all costs, expenses and obligations paid by the **Sponsor** to comply with the **School's** responsibilities and Attachment 3.5.3., at the discretion of the **Sponsor**, are authorized to be and are actually covered by remaining **School** funds, if any.

11.12 **Failure to Open/Permanent Closure.** If the **School** fails to open for operation within eight (8) month(s) after the 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 Article X, 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 and 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**.

- 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 any part hereof 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.
- 11.16 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt, and, 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; or, in the case of the **School Governing Authority**, the Chief Administrative Officer or a member of the **School Governing Authority**, or to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School** and/or its administrator or any Board member.
- 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 Ohio Department of Education.
- 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 any changes or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both parties. Notifications required by this Contract shall not be considered changes or modifications of this Contract.
- 11.19 **Attachments.** All Attachments (1.5-11.19) to this Contract are attached hereto and incorporated by reference into the Contract. Resolutions of the **Sponsor Governing Board** and **School Governing Authority** approving this Contract shall also be attached to this Contract.

Lucas County Educational
Service Center

By: _____

(Signature)

Its: Superintendent

School Governing Authority of
Menlo Park Academy

By: _____

(Signature)

Its: Board Chair

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

Date: 10/21/2011

(Title)
with full authority to execute this Contract for and on behalf of the **School Governing Authority** and with full authority to bind the **School Governing Authority**.

Date: 8/10/11

ATTACHMENT 1.5

Corporate Documents, Certificate of Incorporation, Articles of Incorporation, Statutory Agent, Employer ID No.,
Code of Regulations (including the requirements of Article II, section 2.5 of this Contract), Tax-Exempt Status Determination Letter (if any),
Organizational Chart of School and Mission Statement

200820401048

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/23/2008	200820401048	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	.00	.00	.00

Receipt

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

ULMER & BERNE LLP
ATTN: DOUGLAS K. SESNOWITZ
1660 W. 2ND ST., STE 1100
CLEVELAND, OH 44113

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1793983

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

MENLO PARK ACADEMY

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

Document(s):
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200820401048



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 22nd day of July, A.D. 2008.

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Ohio Secretary of State



Prescribed by: The Ohio Secretary of State, Central Office (614) 466-3910, Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us, e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)
Yes: PO Box 1390, Columbus, OH 43218
No: PO Box 670, Columbus

RECEIVED BUSINESS SERVICES DIVISION JUL 22 2008 OHIO SECRETARY OF STATE

INITIAL ARTICLES OF INCORPORATION (For Domestic Profit or Nonprofit) Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

Articles of Incorporation Profit (113-ARF), Non-Profit (114-ARN), Professional (170-ARF) selection boxes.

Section 1: Complete the general information in this section for the box checked above. FIRST: Name of Corporation (Merito Park Academy), SECOND: Location (Avon, Lorain), Effective Date (Optional), Check here if additional provisions are attached.

Section 2: Complete the information in this section if box (2) or (3) is checked. THIRD: Purpose for which corporation is formed (See Schedule A, attached).

Section 3: Complete the information in this section if box (1) or (3) is checked. FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their per value if any).

Describe the information in this section as attached

NOTE: The following are the names and addresses of the individuals who are to serve as Initial Directors.

See Schedule A, attached.

(Name) _____

(Street) _____ **NOTE: P.O. Box Addresses are NOT acceptable.**

(City) _____ (State) _____ (Zip Code) _____

(Name) _____

(Street) _____ **NOTE: P.O. Box Addresses are NOT acceptable.**


(City) _____ (State) _____ (Zip Code) _____

(Name) _____

(Street) _____ **NOTE: P.O. Box Addresses are NOT acceptable.**

(City) _____ (State) _____ (Zip Code) _____

REQUIRED:
Must be authenticated
(signed) by an authorized
representative
(See instructions)


Authorized Representative

July 22, 2008
Date

Michael D. Love
(Print Name)

Authorized Representative

Date

(Print Name)

Authorized Representative

Date

(Print Name)

SCHEDULE A**To Articles of Incorporation for Menlo Park Academy**

ARTICLE THIRD. The purposes for which this corporation, a nonprofit educational organization, is formed are:

1. To provide quality education to gifted students in grades Kindergarten through sixth. Gifted education services will be made available to any student who is a gifted student in accordance with the criteria identified under Divisions A, B, C or D of Section 3324.03 of the Ohio Revised Code, as well as to those advanced students that have the ability to attain gifted status.
2. To engage in any other lawful activity which may hereafter be authorized from time to time by the Board of Directors; provided, however, that the purposes for which the Corporation is formed shall, at all times, be consistent with Section 501(c)(3) of the Internal Revenue Code of 1986, as it now exists or as hereafter amended (the "Code").
3. This Corporation shall have the power to do all lawful acts or things necessary, appropriate or desirable to carry out and in furtherance of its purposes described in Article III which are consistent with the Ohio Nonprofit Corporation Act and Section 501(c)(3) of the Code.
4. No substantial part of the activities of this Corporation shall be devoted to attempting to influence legislation by propaganda or otherwise, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements with respect to) any political campaign on behalf of or in opposition to, any candidate for public office.
5. This Corporation shall have no capital stock and no part of the net earnings of this Corporation shall inure in whole or in part to the benefit of, or be distributable to, any trustee, officer, director, or other individual having a personal or private interest in the activities of the Corporation, or to any person or organization other than an organization which is exempt from Federal income taxation under Sections 501(a) and 501(c)(3) of the Code, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, to make reimbursement for reasonable expenses incurred in its behalf, and to make payments and distributions in furtherance of the purposes stated in Article III.

6. Upon any dissolution of this Corporation under provisions of the laws of the State of Ohio for nonprofit corporations, all of its assets remaining after payment of creditors shall be distributed to one or more organizations selected by the Board of Directors which are qualified as exempt from taxation under the provisions of Sections 501(a) and 501(c)(3) of the Code, or any successor statutes, and which further the purposes set forth in Article III. In no event shall any of the Corporation's assets be distributed to the trustees, officers, directors, or members of the Corporation.

ARTICLE FIFTH. The following are the names and addresses of the individuals who are to serve as initial Directors of the Corporation:

Michael Love: 33480 Vineyard Park, Avon, OH 44011

AnnaMarie Hmolka: 416 Waterside, Avon Lake, OH 44012

Michael Heise: 32363 Lake Road, Avon Lake, OH 44012

Teri Harrison: 33922 Bentley, Avon Lake, OH 44011

Julie Fishery: 307 Elmwood Road, Bay Village, OH 44140

1718273v1
32868.08000

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

DEPARTMENT OF THE TREASURY

Date: JUN 10 2009

MENLO PARK ACADEMY
C/O JAMIE LOVE
33480 VINEYARD PARK
AVON, OH 44011

Employer Identification Number:
26-3020224
DLN:
17053261345038
Contact Person: RICHARD TELLEZ ID# 95025
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:
July 22, 2008
Contribution Deductibility:
Yes
Addendum Applies:
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 Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

MENLO PARK ACADEMY

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Choi".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

MENLO PARK ACADEMY

INFORMATION FOR CHARTER SCHOOLS

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you should notify us. You will also be required to comply with Revenue Procedure 75-50.

CODE OF REGULATIONS OF MENLO PARK ACADEMY

ARTICLE I PURPOSES AND POWERS

Section 1. Purposes. The purposes and objectives of Menlo Park Academy, a corporation not for profit organized under Chapter 1702 of the Ohio Revised Code (sometimes hereinafter referred to as the "Corporation"), are charitable within the meaning of Sections 501(c)(3), 170(c)(2), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and are intended to provide a quality education to gifted students in grades Kindergarten through Sixth. Gifted education services will be made available by the Corporation to any student who is a gifted student in accordance with the criteria identified under Subsections (A), (B), (C) or (D) of Section 3324.03 of the Ohio Revised Code.

Section 2. Powers. The Corporation shall have such powers as are now or may hereafter be granted under Chapter 1702 and Chapter 3314 of the Ohio Revised Code, as such sections may be amended or superseded from time to time.

ARTICLE II DIRECTORS

Section 1. Corporate Powers. The powers, management of all the affairs, property and interests of the Corporation shall be exercised, controlled, conducted and vested in a Board of Directors (hereinafter, the "Board"). The powers expressly conferred upon the Board by this Code of Regulations of Menlo Park Academy (hereinafter, the "Regulations") shall comply with the requirements and limitations as set forth in Chapter 1702 and Chapter 3314 of the Ohio Revised Code and any administrative rules as may be adopted by the Ohio Department of Education.

Section 2. Composition and Term. In accordance with the provisions of the Ohio Revised Code, the number of Directors that comprise the Board of the Corporation shall be five (5). The Directors initially elected by the incorporator shall serve as members of the Board until their successors have been duly elected. The Board elected at the initial Annual Meeting of the Board shall be divided into three classes (Class A, Class B and Class C) each consisting, as nearly as possible, of one-third (1/3) of the total number of Directors elected at that time. The term of office of Class A Directors shall expire at the next Annual Meeting following the Annual Meeting at which they are elected. The term of office of the Class B Directors shall expire at the next Annual Meeting thereafter. The term of office of the Class C Directors shall expire at the third Annual Meeting following the Annual Meeting at which they are elected. At each Annual Meeting after the initial Annual Meeting, Directors shall be elected for a term of three years to succeed the Directors whose terms expire at such meeting.

Section 3. Election of Directors. The Directors for each applicable year shall be selected by the Directors at their Annual Meeting, by the vote of those Directors present at such Annual Meeting. Any vacancy in the Board, however arising, may be filled for the unexpired term by the vote of the remaining Directors at any meeting of the Board.

Section 4. Change of Number. The Board shall consist of such Directors as determined in Section 2. The number of Directors may at any time be increased or decreased by amendment of these Regulations, provided that any increase or decrease in the number of Directors shall conform with the requirements of the Ohio Revised Code. No decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

Section 5. Resignation or Vacancies. A Director may resign at any time by delivering his or her written resignation to any officer of the Corporation. All vacancies in the Board, whether caused by resignation, death or otherwise, may be filled by the affirmative vote of a majority of the remaining Directors even though less than a quorum of the Board shall be present. A Director elected to fill any vacancy shall hold office for the unexpired term of his or her predecessor and until a successor is elected and qualified.

Section 6. Regular Meetings. Regular meetings of the Board may be held at the registered office of the Corporation or at such time and place within or without the State of Ohio as the Board may from time to time determine. There shall be regular meetings of the Board, held, with proper notice, not less frequently than once each calendar quarter.

Section 7. Annual Meeting. The Annual Meeting shall be held at the registered office of the Corporation, at 6:30 p.m., on the second Tuesday of April each year, or at such other time and place as the Board shall designate by written notice.

Section 8. Special Meetings. Special meetings of the Board may be called at any time by the Chairperson of the Board or upon written request by any two Directors. Such meetings shall be held at the registered office of the Corporation or at such other place or places as the Directors may from time to time designate.

Section 9. Notice of Board Meetings. Notice of every meeting of the Board, whether or not regularly scheduled, shall be given to each Director by the Secretary, Assistant Secretary, if any, or the person or persons calling the meeting. Unless a different type of notice is expressly required by any other provision of these Regulations, notice of each meeting shall be given to each Director either by: (i) personal delivery; (ii) U.S. mail (addressed to the addressee at his or her last known address in the records of the Corporation, postage prepaid), or (iii) electronic mail. Any such notice shall be provided no later than two days prior to the respective meeting. Unless otherwise provided by these Regulations, such notice need not specify the purposes of the meeting; provided, however, in the case of a special meeting, the purpose for which the meeting is called shall be stated in the notice. A Director may waive any notice required to be given to him or her by law or under these Regulations. Attendance at a meeting by a Director without stating an objection to the form of notice at the commencement of such meeting shall be deemed to be a waiver of notice by such Director.

Section 10. Quorum and Voting. A majority of the Directors then in office shall constitute a quorum at all meetings of the Board. At every meeting of the Board at which a quorum is present, the Board may act by or through a majority of those in attendance. Except as provided in Section 5, if less than a quorum is present at any such meeting, the meeting may be adjourned to such time and place as those present shall determine. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.

Section 11. Procedures. All Board meetings, including any meeting by committees appointed by the Board pursuant to either Section 14 or Section 15 of these Regulations, shall be conducted following generally accepted parliamentary procedures. All Board or committee meetings shall be held in accordance with the Ohio "Sunshine" / Open Meetings Law as set forth under Section 121.22 of the Ohio Revised Code.

Section 12. Meetings Held Through Communications Equipment. Meetings of the Board or any committee of the Board may be held through communications equipment if all persons participating can hear and communicate with each other. Participation through such communication equipment shall constitute attendance at such a meeting.

Section 13. Committees of Directors. The Board may at any time appoint from its members one or more committees consisting of such number of Directors, not less than two, as the Board may deem advisable, together with such alternates as the Board may deem advisable, to take the place of any absent member or members at any meeting of such committee. Each such member and alternate shall hold office during the pleasure of the Board. The name and purpose of each such committee shall be determined by the Board. Any such committee shall act only in the intervals between meetings of the Board, and shall have such powers as may, from time to time, be delegated by a majority of the full Board; provided, however, that no such committee shall have the authority of the Board with respect to: (i) Amending, altering, or repealing these Regulations; (ii) Electing, appointing, or removing any Director or Officer of the Corporation; (iii) Amending the Articles of Incorporation; (iv) Adopting a plan of merger or consolidation with another Corporation; (v) Authorizing the sale, lease, exchange or mortgage, of all or substantially all of the property and assets of the Corporation; (vi) Authorizing the voluntary dissolution of the Corporation or revoking proceeds therefor; or (vii) Amending, altering, or repealing any resolution of the Board which by its term provides that it shall not be amended, altered, or repealed by such committee.

All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause them to be recorded in books kept for that purpose in the office of the Corporation. The designation of any such committee and the delegation of authority thereto, shall not relieve the Board of any responsibility imposed by law.

Unless otherwise ordered by the Board, any such committee may prescribe its own rules for calling and holding meetings, and its own method of procedure; provided, however, that any such procedures must satisfy the requirements of Section 11 of the Regulations. Any committee appointed by the Board may act by a majority of its members at a meeting. Any act or authorization of any act of any such committee within the authority delegated to it by the Board shall be as effective for all purposes as the act or authorization of the Board.

Section 14. Advisory Committees. The Board may at any time appoint advisory committees to assist it in the performance of its functions, the members of which advisory committees need not be Directors of the Corporation. The name and purpose of each such advisory committee shall be determined by the Board.

Section 15. Compensation of Directors. No stated salary shall be paid to Directors for their services, but by resolution of the Board, a fixed sum for expenses related to attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, however, that any such payments must conform with the requirements of Chapter 3314 of the Ohio Revised Code. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 16. Removal of Directors. Any Director may be removed from office, with or without cause, by the affirmative vote of a majority of Directors then in office and present at any meeting of the Board at which a quorum is present and in respect of which five days prior written notice of such proposed removal has been given to all Directors in the notice of said meeting required by these Regulations.

Section 17. Loans. No loans shall be made by the Corporation to any Director.

ARTICLE III **MEMBERS**

The Directors of the Board shall be the Members of the Corporation.

ARTICLE IV **OFFICERS**

Section 1. Designations. The Corporation shall have a Chairperson of the Board and shall have a President, a Secretary and a Treasurer, all of whom shall be chosen by the Board. The Corporation may also have an Executive Vice-President, one or more Vice-Presidents, Assistant Secretaries, Assistant Treasurers and such other officers as the Board may deem necessary, all of whom shall be chosen by the Board or by an officer or officers designated by it. The Chairperson of the Board shall be, but the other officers may but need not be, a member of the Board.

Except for the offices of President and Secretary, any two or more offices may, in the discretion of the Board, be held at the same time by the same person. However, no Officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument shall be required by law or by these Regulations to be executed, acknowledged or verified by any two or more Officers.

Section 2. Election and Term of Office. The Officers of the Corporation shall be elected annually by the Board at the regular Annual Meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. All Officers shall be elected for terms of one year and shall hold such office until their successors are elected at the next annual meeting.

Section 3. Removal. Any Officer elected or appointed by the Board may be removed, with or without cause, by the affirmative vote of a majority of the whole Board present at any meeting at which a quorum is present and in respect of which prior notice of such proposed removal has been given to all Directors in the notice of said meeting required by these Regulations, whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Chairperson of the Board. The Chairperson of the Board shall have the authority to preside at all meetings of the Board, and shall have such other duties and powers as may be assigned to or vested in him or her by the Board. In the event of the temporary absence of the Chairperson of the Board, the next most senior Director of the Board shall assume duties of the Chairperson of the Board.

Section 5. President. The President shall be the chief executive officer of the Corporation. Subject to the direction of the Board, he or she shall have general charge and authority over the business of the Corporation. The President shall from time to time make such reports of the business of the Corporation as the Board may require, and shall make a report of the business of the Corporation for the preceding fiscal year to the Directors at each Annual Meeting. The President shall have such other duties and powers as may be assigned to or vested in him or her by the Board.

Section 6. Treasurer. The Treasurer shall be the principal accounting and financial officer of the Corporation. The Treasurer shall also be the designated fiscal officer of the Corporation as required under Section 3314.011 of the Ohio Revised Code and shall either be licensed under Section 3301.074 of Ohio Revised Code or, in the alternative, shall satisfy the educational requirements set forth under Section 3314.011 of Ohio Revised Code. In addition, the Treasurer shall:

- (a) have charge of and be responsible for the maintenance of adequate books of account for the Corporation and shall provide the Board with regular reports of the Corporation's financial condition;
- (b) have charge and custody of all funds and securities of the Corporation, and be responsible therefor, and for the receipt and disbursement thereof;
- (c) prepare or cause to be prepared an annual audit of the books of the Corporation and shall present a report of such audit at the meeting of the Board next following the completion of the audit; and
- (d) perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board.

The Assistant Treasurer, or Assistant Treasurers, in the order designated by the Board, shall perform all of the duties of the Treasurer in the absence or disability of the Treasurer, and at other time may perform such other duties as are directed by the President of the Board.

Section 7. Secretary. The Secretary shall:

- (a) be custodian of the Corporate records other than those records which are within the custody of the Treasurer; and
- (b) issue notices for all meeting, except for notices of special meetings of the Board which are called by the requisite number of Directors;
- (c) keep minutes of all meetings; and
- (d) perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

The Assistant Secretary, or Assistant Secretaries, in the order designated by the Board, shall perform all of the duties of the Secretary, and at other times may perform such duties as are directed by the President or the Board.

Section 8. Other Officers. Other officers of the Corporation shall have such duties and powers as may be assigned to or vested in them by the Board.

Section 9. Vacancies. Any vacancy occurring in any office as a result of death, resignation, removal or inability or unwillingness to serve shall be filled by the Directors.

Section 10. Delegation. If any Officer of the Corporation is absent or unable to act and no other person is authorized to act in such Officer's place by the provisions of these Regulations, the Board may from time to time delegate the powers or duties of such Officer to any other Officer or any Director or any other person it may select.

Section 11. Loans. No loan shall be made by the Corporation to any Officer.

Section 12. Bonds. The Board may, by resolution, require any and all of the Officers to provide bonds to the Corporation, with surety or sureties acceptable to the Board, conditioned for the faithful performance of the duties of their respective offices, and to comply with such other conditions as may from time to time be required by the Board.

ARTICLE V

CONTRACTS AND ADMINISTRATION OF FUNDS

Section 1. Contracts. The Board may authorize any Officer or agent of the Corporation, in addition to the Officers so authorized by these Regulations, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer(s) or agent(s) of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 4. Gifts and Contributions. Voluntary gifts and donations and contributions of cash, either outright or in trust, may be made to the Corporation; subject, however, to acceptance thereof by the Board.

Section 5. Use of Income and Principal. Any money or other property of the Corporation, whether income or principal, shall be used or distributed by the Board as it may from time to time determine, in accordance with the purposes set forth in the Corporation's Articles of Incorporation and in Article I of these Regulations.

Section 6. Accounts. The Board shall cause to be kept adequate and correct accounts and records of its assets, liabilities, receipts, disbursements, gifts, and donations.

ARTICLE VI **BOOKS AND RECORDS**

The Corporation, through its Secretary, shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees having any of the authority of the Board and shall keep at its registered office or principal place of business, a record of its Directors, giving the names and addresses of all Directors. All books and records of the Corporation may be inspected by any Director, or his or her agent or attorney, for any proper purpose at any reasonable time.

ARTICLE VII **FISCAL YEAR**

The fiscal year of the Corporation shall be the period beginning July 1 and ending June 30, unless otherwise specified by the Board.

ARTICLE VIII
DISSOLUTION AND LIQUIDATION

The Corporation may be dissolved upon the affirmative vote of a majority of the Directors present at any meeting of the Directors at which a quorum is present and acting, or upon the written consent of all the Directors. Written notice of a meeting of Directors at which a vote is to be taken to dissolve the Corporation shall be given to all the Directors at least 10 days in advance of such meeting. The Board shall thereupon take such actions as may be necessary to wind up the affairs of the Corporation and to effect the termination of its corporate existence, and shall distribute the property of the Corporation for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IX
INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES

The Corporation shall indemnify and reimburse any person who then is or shall have been a Director, Officer, or employee of the Corporation, or who then is serving or shall have served at its request as a Director, officer, or employee of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, for expenses (including attorneys' fees), judgments, decrees, fines, penalties or settlements incurred or paid in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he or she then is or may be made a party by reason of being or having been such Director, Officer, or employee, other than an action by or in the right of the Corporation; provided that:

- (1) it shall be determined that he or she acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or other corporation or entity of which he or she then is or shall have been a Director, officer or employee; and
- (2) in any matter the subject of a criminal action, suit or proceeding, it shall be determined that he or she had no reasonable cause to believe that his or her conduct was unlawful.

The determination with respect to (1) or (2) of the preceding paragraph, shall be made as follows:

- (a) By the Board of the Corporation acting at a meeting at which a quorum consisting of Directors who shall not be parties to or threatened with any such action, suit or proceeding shall be present, provided that any Director who shall be a party to or threatened with any such action, suit or proceeding shall not be qualified to vote on such determination.

- (b) If a quorum of qualified Directors cannot be obtained to vote on such determination, it shall be made by independent legal counsel, selected by the Directors, in the form of a written opinion.

The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which such person may be entitled, and shall inure to the benefit of the heirs, executors and administrators of such person. The Corporation may purchase and maintain insurance against any liability asserted against or incurred by any person who, in his or her capacity of being or having been a Director, Officer, Member or employee as aforesaid, may be indemnified or reimbursed pursuant to the provisions of this Article IX, whether or not the Corporation would have the power to indemnify or reimburse such person under the provisions of this Article IX.

ARTICLE X

CONFLICTING INTEREST TRANSACTIONS

Section 1. Purpose. The purpose of the conflict of interest policy is to protect the tax-exempt interest of the Corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. Definitions.

- 2.1 Interested Person. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- 2.2 Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - (a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;
 - (b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement;
 - (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. In accordance with Section 3.2 below, a person who has a financial

interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 3. Procedures.

- 3.1 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 Directors of the board or members of committees with governing board delegated powers considering the proposed transaction or arrangement.
- 3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining members of the Board or committee members shall decide if a conflict of interest exists.
- 3.3 Procedures for Addressing the Conflict of Interest. The following procedures shall be followed in addressing a conflict of interest:
 - (a) an interested person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussions of, and the vote on, the transaction or arrangement involving the possible conflict of interest;
 - (b) the Chairperson of the Board or chairperson of the 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 Corporation 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 Directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- 3.4 Violations of the Conflict of Interest Policy. If the Board or committee has reasonable cause to believe an individual has failed to disclose actual or possible conflicts of interest, it shall inform the individual of the basis for such belief and

afford the individual an opportunity to explain the alleged failure to disclose; and, if, after hearing the individual's response and after making further investigation as warranted by the circumstances, the Board or committee determines the individual has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings. The minutes of the Board and all committees with board delegated powers shall contain:

- (a) the names of the individuals 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 individuals who were present for discussions and votes relating to the transaction or arrangement, the content of the discussions, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation. In addressing issues related to compensation:

- (a) a Director of the Board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that Director's compensation;
- (b) a individual on any committee whose jurisdiction includes compensation matters and who received compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that individual's compensation;
- (c) no Director of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6. Annual Statements. Each Director, principal Officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- (a) has received a copy of the conflicts of interest policy;
- (b) has read and understands the policy;
- (c) has agreed to comply with the policy; and

- (d) understands that the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

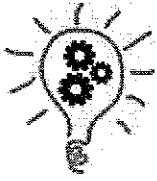
Section 7. Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining;
- (b) whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. Use of Outside Experts. When conducting the periodic reviews as provided for above in Section 7, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE XI **AMENDMENTS**

These Regulations may be amended, altered, repealed, or superseded, either in whole or in part, by the affirmative vote of a majority of the Directors present at any meeting of the Directors at which a quorum is present and acting; provided, however, that the Board will not approve any such alteration, amendment, or repeal that would adversely impact the rights of any class of Directors unless such alteration, amendment, or repeal shall first have received the approval of a majority of the Directors of such class. These Regulations may likewise be amended, altered, repealed, or superseded upon the written consent of all of the Directors.



Menlo Park Academy

Developing the Potential of Gifted Learners

Our Mission

Menlo Park Academy is a public school that develops the potential of gifted learners through unique and rewarding experiences that nurture the whole child.

To understand our mission, we look at each concept individually:

- **Public School** – We are a public community school with open enrollment and no tuition charges.
- **Gifted Learners** – Those students identified as gifted according to the rules of the state of Ohio.
- **Unique** – A curriculum as unique as our students with the appropriate acceleration and differentiation options to address their varied needs of our students.
- **Rewarding** – Providing experiences that build our students' self-confidence and enjoyment so that they maintain their love of learning.
- **Experiences** – A school environment where parents and teachers partner together to reach milestones in both instruction and experiences through in-school activities and outside events.
- **Whole child** – a school environment that provides an understanding of the unique qualities of gifted children and the common asynchronous development of their emotional, spiritual, physical, and academic abilities.

Our Philosophy - Educating the Whole Child

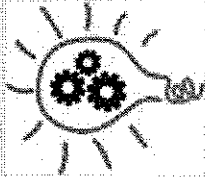
We know that gifted children have special needs. They learn best in an enriched environment designed to develop their skills, as well as service their different intellectual, social, and emotional needs. True learning involves the development of the "whole child", with the support they need to develop high level critical and creative thinking skills.

Our curriculum offers more density, complexity, and moves at a faster pace than is available in typical environments. Children are also afforded the opportunity to interact and build friendships with their intellectual peers.

MPA Core Values

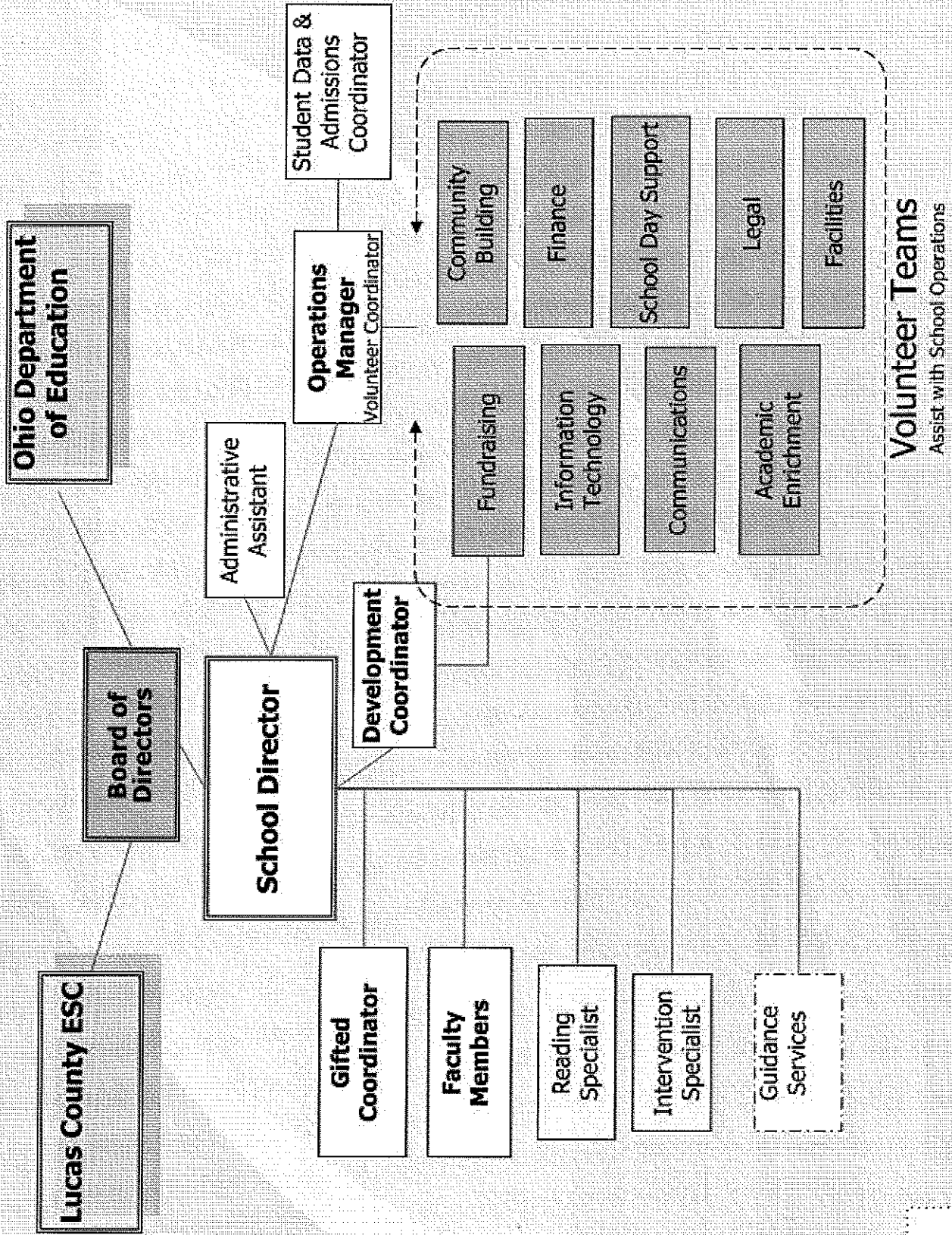
We have established the following core values for our organization. These values apply to our entire community, including faculty, staff, board members, parents, and students. We hold these values in high regard and encourage everyone to think of them as they work and interact with each other every day.

- Student-centered
- Intellectually alive
- Professional
- Positive
- Motivated



Menlo Park Academy

DEVELOPING THE POTENTIAL OF GIFTED LEARNERS



ATTACHMENT 1.7 (b)

Description of evaluation method to be used by Sponsor if School is declared in need of continuous improvement or higher, offers one or more grade levels for which an achievement test is prescribed under Ohio law, and administers reading and mathematics assessments under Ohio law, if Sponsor so elects under R.C. 3314.35 or .36.

If not applicable, write "N/A" here N/A .

ATTACHMENT 2.1

- ✓ School Governing Authority Board of Directors,
- ✓ Names, Addresses, Telephone Nos. (work, cell and home), Electronic Mail Addresses
- Background Checks and Description of Selection and Removal of Board of Directors
- Board Meeting Schedule and Location of Meetings



Menlo Park Academy

Developing the Potential of Gifted Learners

OUR MISSION:

Menlo Park Academy is a public school that develops the potential of gifted learners through unique and rewarding experiences that nurture the whole child.

Governing Board Member Directory

✓ Teri Harrison, Chair
35992 Bentley Drive
Avon, OH 44011
216.228.4245 – home
216.533.4794 – mobile
216.588.3722 – work
Teri.harrison@menloparkacademy.com

✓ ✓ Zoe Cummings, Secretary
Parkside Drive
Avon Lake, OH 44012
440.933.0671 – home
440.654.8809 – mobile
Zoe.cummings@menloparkacademy.com

✓ Cathy Aldrich
1060 Parkside Drive
Lakewood, OH 44107
216.221.0954 – home
216.280.0311 – mobile
Cathy.aldrich@menloparkacademy.com

✓ ✓ Suzanne Hanselman
19600 Edgecliff Drive
Euclid, OH 44119
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216.702.4503 – mobile
216.861.7090 – work
Suzanne.hanselman@menloparkacademy.com

✓ ✓ AnneMarie Homolka
33129 Lake Road
Avon Lake, OH 44012
440.933.5665 – home
440.670.1462 – mobile
Annemarie.homolka@menloparkacademy.com

✓ ✓ Michael Love
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Avon, OH 44011
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216.899.2000 – work
Michael.love@menloparkacademy.com

✓ ✓ Melanie Monnette
2902 Cleveland Blvd.
Lorain, OH 44052
440.288.0003 – home
440.242.9217 – mobile
Melanie.monnette@menloparkacademy.com

✓ Amanda Ross
3106 Warren Road
Cleveland, OH 44111
216.357.2580 – home
216.471.0235 – mobile
Amanda.ross@menloparkacademy.com

✓ Carol Ryan
27265 Lynde Drive
Olmsted Twp, OH 44138
440.235.3245 – home
440.864.5074 – mobile
Carol.ryan@menloparkacademy.com

OUR CORE VALUES

Student-centered * Intellectually Alive * Professional * Positive * Motivated

Menlo Park Academy

2011-2012 Board Meeting Calendar

July 2011

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

July

NOTE: 1st & 3rd Thursdays

4	Monday	Independence day
7	Thursday	Regular BOD Meeting
21	Thursday	Regular BOD Meeting

August 2011

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			

August

4	Thursday	Regular BOD Meeting
18	Thursday	Regular BOD Meeting
31	Wednesday	First Day of School

September 2011

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	

September

1	Thursday	Regular BOD Meeting
5	Monday	Labor Day
15	Thursday	Regular BOD Meeting

October 2011

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					

October

6	Thursday	Regular BOD Meeting
20	Thursday	Regular BOD Meeting

November 2011

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			

November

3	Thursday	Regular BOD Meeting
17	Thursday	Regular BOD Meeting
21-22	Mon-Tues	School Closed - P/T Conferences
23-25	Weds.-Fri.	Fall Break
24-Jan	Thursday	Thanksgiving

December 2011

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

December

1	Thursday	Regular BOD Meeting
15	Thursday	Regular BOD Meeting
22-31		Winter Break
25	Sunday	Christmas

January 2012						
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				

January		
2-3	Mon.-Tues.	Winter Break
5	Thursday	Regular BOD Meeting
16	Monday	MLK Day
19	Thursday	Regular BOD Meeting

February 2012						
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			

February		
2	Thursday	Regular BOD Meeting
20	Monday	President's Day
16	Thursday	Regular BOD Meeting

March 2012						
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

March		
1	Thursday	Regular BOD Meeting
15	Thursday	Regular BOD Meeting

April 2012						
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					

April		
5	Thursday	Regular BOD Meeting
6-15	Fri.-Sun.	Spring Break
19	Thursday	Regular BOD Meeting

May 2012						
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		

May		
3	Thursday	Regular BOD Meeting
17	Thursday	Regular BOD Meeting
28	Monday	Memorial Day

June 2012						
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

June		
6	Wednesday	Annual End of Year Review meeting - All day
7	Thursday	Regular BOD Meeting
21	Thursday	Regular BOD Meeting

v.2 - BOD Approved 05/26/2011

*Mentlo Park
Part 2 of 2*

ATTACHMENT 3.1

Transportation Plan

(Must include transportation for Career Tech Programs or other offsite plan for school sponsored curricular programs, as well as to and from school)

MENLO PARK ACADEMY
ATTACHMENT 3.1

TRANSPORATION PLAN

Student Transportation. Menlo Park Academy does not provide transportation for students. Any students meeting the transportation standards of the local public school district in which they reside may have the opportunity to ride school buses provided by that local district. However, students being transported in this manner are subject to applicable conduct and behavior rules imposed by the local school district and may be excluded from such transportation in cases of improper conduct.

In May of each year, Menlo Park Academy provides local public school districts with data on students requiring transportation for the following school year. The School Director will work with the Transportation Department of the local public school district to ensure smooth implementation of student transportation needs. Students living within two miles of the School, and those living more than a half hour commute from the School may not qualify for school bus transportation.

Parents may choose to drive their children to school or to carpool with friends or neighbors.

Employees are prohibited from transporting Students in their private vehicle regardless of the purpose or reason.

ATTACHMENT 3.2
Management Contract (if any)

[See also, the LCESC Principals for School-Management
Company relationships for guidance which are not a part of this Agreement]

N/A

ATTACHMENT 3.5.3 Requirements of School Upon Closing

1. Immediate notification to school employees and parents of students of effective date of closure.
2. Implement steps to conserve all assets of the school.
 - a. secure buildings, offices, and other real property;
 - b. secure all student records;
 - c. secure all other records of the school (institute “no destruction” policy);
 - d. secure all personal property items within the school.
3. Within seven (7) business days of the school closing, transmit all students records of current students to the students’ school district of residence.
4. Take inventory of all assets of the school.
 - a. prepare written inventory list of all school assets, including financial assets;
 - b. provide copies of the written inventory to Sponsor, Auditor of State and ODE.
5. Identify any outstanding liabilities of the school or moneys owned to the school.
 - a. Locate and secure records of governing authority (board resolutions, financial books, etc.)
6. Identify any personal property within the school that belongs to teachers or other third parties.
 - a. prepare a written list of all personal property that belongs to teachers or third parties
 - b. return personal property that belongs to teachers or third parties, keep a record or receipt evidencing what property was returned.
7. Distribute assets according to statutory priority (R.C. 3314.074) in conjunction with Auditor of State:
 - a. State teachers retirement fund;
 - b. Salaries, wages, compensation or reimbursements owed to employees of the school;
 - c. Compensation owed to private creditors of the school; and
 - d. Any remaining funds to State of Ohio general revenue fund.
8. Return computer hardware or software received from eTech Ohio Commission (or former Ohio SchoolNet Commission), to the eTech Ohio Commission.
9. Supplement to Attachment 3.5.3 (next page) (as may be modified by the ODE in the future)

ODE Community School Closing Guidance
(with copies to Sponsor added)
(as may be modified by the ODE in the future)

I. Initial Notifications, Student Records and School Records

Date: _____ Notify ODE that the school is closing and send the board resolution or sponsor notice within 24 hours of the action and cc Sponsor.

Date: _____ Notify the Ohio State Teachers Retirement System and School Employees Retirement System and cc Sponsor.

Date: _____ Immediately take control of and secure all school records, property and assets when the school closes:

1. Student records shall immediately be put into order and transcript materials produced (certification of same required by Sponsor);
2. A final FTE review shall be requested while student records are on site at the closed school (written proof required by Sponsor);
3. Student records shall be provided to all resident districts within seven business days of closure of the school as defined in section 3314.44 of the revised code (written proof required by Sponsor);
4. IEP records shall be provided directly to receiving school special education administrators for all students with disabilities, particularly for students with physical needs or low incidence disabilities (certification required by Sponsor);.

Date: _____ Notify the school's staff of the decision to close the school:

1. Provide a clear written timeline of the closing process;
2. Ensure that STRS and SERS contributions are current;
3. Clarify COBRA benefits and when medical benefits end;
4. Remind the faculty of their contractual obligation to teach up to the date of closing; and,
5. Ensure that each faculty's LPDC information is current and available to the teachers;
6. Provide sponsor contact person information to all staff;
7. Copy Sponsor on all of the above.

Date: _____ Notify resident districts and other stakeholders of the decision to close the school:

1. Notify all resident districts, districts providing transportation and parents with a written timeline of the closing process;

- a. Send notifications 30 days prior to planned closures
- b. Send notifications immediately for emergency closures
- c. Notify county courts for court-placed students
2. Provide the reasons for closing and sponsor contact information;
3. Provide parents instructions about enrollment options at other community, traditional public, and nonpublic schools, including contact information;
4. Provide a written procedure with contact information for requesting student records by parents and receiving schools;
5. Notify the Information Technology Center (ITC) and arrange for a method by which all outstanding EMIS data will be reported (note: all fiscal year EMIS data must be submitted even if the school closes prior to the required submission date):
6. Notify the Office of Community Schools to eliminate all SAFE, CCIP and other ODE account logins for personnel associated with the closed school with the exception of designated closing process reporting personnel;
7. Copy Sponsor on all of the above.

Date: Notify the public:

1. Prepare written press releases for the local media specific to the school that can be disseminated to media and provide name and phone of the school spokesperson and copy Sponsor.

Date: Submit all outstanding Federal Programs and other competitive award
 _____ FER and APR reports to ODE including Title I using the CCIP and copy Sponsor.

II. Disposition of Assets

Date: **Keep State and Federal assets separated for purposes of disposition.**
 _____ **Federal dollars cannot be used to pay state liabilities.** Account for all school property throughout the closing process by distinguishing state from federal dollars (copy Sponsor on all such accountings):

1. Review the financial records of the school;
 - a. Establish the fair market (initial and amortized) value via fixed assets policy, for all fixed assets;
 - b. Establish check off list of purchasers with proper USAS codes (599), state codes (001,499), the price of each item and identify the source of funds;

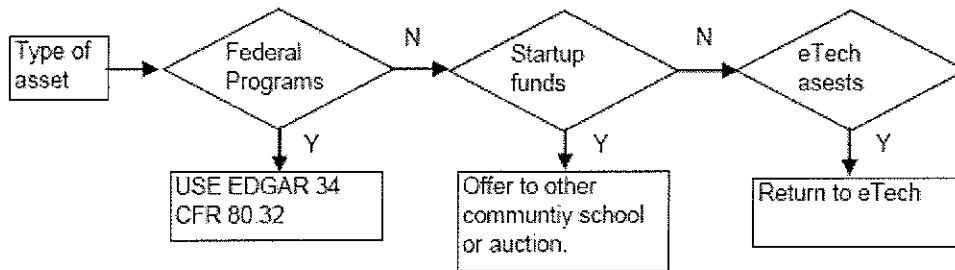
- c. Establish legal authority for payment processes (e.g. checks, cash, credit cards, etc.); and,
 - d. Establish disposition plan for any remaining items.
 - e. Identify any State Facilities Commission guarantees
2. Copy Sponsor on all of the above.

Date: _____ Make disposition of the school's fixed assets:

1. Offer real property acquired from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner below.
2. For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at \$5,000 or greater;
3. Current Public Charter School Program (PCSP) grant period assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets;
 - a. Notify Office of Community Schools, then public media (print media, radio) of the date and location of any property disposition auction;
 - b. Follow EDGAR liquidation procedures in 34 CFR 80.32 for items valued at \$5,000 or greater;
 - c. Refund auction proceeds with correct federal and state program codes listed to the appropriate program with checks payable to, "Treasurer, State of Ohio";
 - d. Provide board resolutions and minutes of any transfer of assets with a dollar value of "0" to another school;
 - e. Provide OCS with a written report of the property (bill of sale);
 - f. Return to eTech (formerly Ohio SchoolNet) hardware and software to be redistributed per statutory requirements to other schools.
 - g. Remaining assets purchased from funds prior to the current USDOE award grant period may be offered to any public school district with documented board resolutions by the community school and the accepting district.

4. Certify to and provide proof to Sponsor that 1-3 (a-g) above are completed.

Disposition Process



Date: _____ Utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay the following in order:

1. STRS/SERS/retirement and other adjustments;
2. Teachers and staff;
3. Audit preparation (prepared financials);
4. Private creditors;
5. Foundation overpayments;
6. Resident school districts pro-rated for students attending the community school.
7. Certify to Sponsor that the above have been completed. Should Treasurer of School dispute any priorities listed by ODE above, they must notify Sponsor and provide a legal opinion supporting dispute.

III. Preparation of Itemized Financials

Date: _____ Review and prepare the following itemized financials:

1. Fiscal-year end financial statements;
2. A cash analysis (taking the previous month's recap and determining the cash balance as of the closing date);
3. A list of compiled bank statements for the year and give to the sponsor;
4. A list of investments in paper hard copy format and provide to the sponsor;
5. A list payables and determine when a check to pay the liability clears the bank;

6. A list all unused checks (collect and void all unused checks);
7. A list of any petty cash and provide to sponsor;
8. A list of bank accounts, closing the accounts once all transactions are cleared; and,
9. A list of all payroll reports including taxes, retirement, or adjustments on employee contract.
10. A list of all accounts receivable
11. Copy to Sponsor of 1-10 above.

Date: _____ Arrange for and establish a date for an independent accounting firm or the
 _____ Auditor of State to perform a financial closeout audit.
 _____ Copy to Sponsor of such request.

The school governing authority and its Treasurer have completed the above school closing procedures required by the ODE and have provided Sponsor with proof of the same.

 School Name

By: _____
 Name and Title of Board President

 Date

By: _____
 School Treasurer

 Date

By: _____
 Chief Administrator of School

 Date

ATTACHMENT 4.1
Conflict of Interest Policy

ETHICS and CONFLICTS POLICY

A. Ethical Behavior

While serving on the School Board, each Director shall agree to:

1. Obey the laws of Ohio and the United States, and abide by and implement all policies of the School;
2. Maintain the confidentiality of privileged information;
3. Not speak or act for the Board as an individual Board member, unless granted proper authority by the Board;
4. Work with other Board members to establish, review and revise effective policies;
5. Delegate authority for the administration of the School to the School Director, administrators, and staff;
6. Make every effort to attend all Board meetings, strategic planning meetings, and working sessions;
7. Become informed on the issues before the Board and issues relating to school choice and Ohio Community Schools in general;
8. Debate matters before the Board and express personal opinions, but once voted upon, accept and support the Board's decision; and
9. Act in an ethical manner and in conformance with the mission, goals and policies of the School.

B. Improper Influence or Use of Authority - ORC Chapter 102 (Ethics for Public Officers) and ORC Section 2921.42.

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

Ohio Community School Law - ORC 3314.03(A)(11)(e).

1. Section 102.03(D) and (E). A Board member cannot use, or authorizing the use of, the authority or influence of his/her office or employment, or soliciting or accepting anything of value of such character as to manifest a substantial and improper influence upon the Board member with respect to his/her duties.
 - a. "Anything of value" includes money and every other thing of value.
 - b. A thing of value has an improper character whenever it is secured from a party that is interested in matters before, or doing or seeking to do business with, the School, its Board or employees, or where the thing of value could impair the Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
 - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
 - d. Abstain. A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the conflicted matter. The Board shall follow the procedures set forth in part G of this policy when presented with a transaction to which ORC 102.03(D) or (E) applies.
2. Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
 - a. A prohibited interest may be either pecuniary or fiduciary in nature.
 - b. Abstain. A Board member may avoid a conflict under ORC 2921.42 (A) (1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part G of this policy when presented with a transaction involving ORC 2921.42(A)(1).
3. Section 2921.42(A)(3). A Board member cannot occupy any position of profit in the prosecution of a public contract which he/she or the 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. A Board member cannot use abstention to cure an ORC 2921.42(A)(3) conflict. Use of the procedures set forth in Part G of this policy will not avoid a conflict in this situation.
4. Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the 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 if the Board member has an ownership or fiduciary interest in the entity that is entering into the contract with the School, unless the exception in ORC 2921.42(C) applies.
 - b. For the exception to apply, the subject of the contract must be necessary supplies or services for the School, and 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.
 - c. A Board member cannot use abstention to cure an ORC 2921.42(A)(4) conflict. Use of the procedures set forth in Part G of this policy will not avoid a conflict in this situation.

The Board also adopts the following regarding Ohio nonprofit corporations and a Director's interest in any contracts authorized by the Board.

C. Corporate Conflicts Law - ORC 1702.301.

Except as prohibited by ORC 102.03 or ORC 2921.42 any contract or other transaction between the Board and one or more of its Directors, or between the School and any entity of which one or more of the School's Directors are interested, whether such Director is a member of the School Board or not, shall be valid for all purposes, if the fact of such interest shall be disclosed or known to the Board, and the Board nevertheless, authorizes, approves or ratifies such contract or transaction by a vote of a majority of the Directors present. The interested Director may be counted in determining whether quorum is present, but may not be counted in voting upon the matter or calculating the majority of such quorum necessary to carry such vote.

For purposes of part C of this policy, “interested in” means a monetary interest or monetary value, control, status, or a promise to do beneficial things for a Director, his or her family or relatives, businesses or business associates.

D. Excess Benefit Transactions

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

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

E. Improper Compensation - ORC 2921.43

1. A Board member is prohibited from soliciting or accepting either of the following:
 - a. Any compensation, other than that allowed by Ohio law, to perform his/her official duties, to perform any other act or service in the Board member’s public capacity, for the general performance of the duties of the Board member’s public office or public employment, or as a supplement to the Board member’s public compensation.
 - b. Additional or greater fees or costs than are allowed by law to perform the Board member’s official duties.

F. Using Anything of Value to Gain an Advantage - ORC 2921.43

1. A Board member, for his/her own personal or business use, and a person, for his/her own personal or business use or for the personal or business use of a Board member, is prohibited from soliciting or accepting anything of value in consideration of either of the following:
 - a. Appointing or securing, maintaining, or renewing the appointment of any person to any public office, employment, or agency.
 - b. Preferring, or maintaining the status of, any public employee with respect to his/her compensation, duties, placement, location, promotion, or other material aspects of his/her employment.

G. Procedure for Matters Involving Conflicts

The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an “interested person” has a “financial interest” as those terms are defined below.

The purpose of these procedures is to protect the tax-exempt interest of the School when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, School Director, school officer, team leader, or committee leader of the School or might result in a possible excess benefit transaction.

Please note: the fact that the Board follows the procedures set forth below will not enable an “interested person” to avoid the legal prohibitions of ORC 2921.42(A)(3) & (4) discussed in parts B.3 and B.4, above. These procedures are intended to supplement but not replace any applicable state and federal laws governing the interest applicable to nonprofit and charitable organizations.

1. For purposes of these procedures the following words have the following definitions:
 - a. Interested Person : An “interested person” is any Board member, Director, School Director, school officer, team leader, committee leader, or member of a team or committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
 - b. Financial Interest : A person has a “financial interest” if the person has, directly or indirectly, through business, investment, or family:
 - (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.
 - (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 : “Compensation” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

2. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

3. Determining Whether a Conflict of Interest Exists

A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

Please note: the situations described in part B of these policies present a conflict of interest for purposes of these procedures. Consequently, the Board does not need to determine whether a conflict exists for any situation described in part B.

If the situation is not described in part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, the interested person shall leave the governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

4. Procedures for Addressing the Conflict of Interest

- a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing Board or committee meeting, but after any presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- c. After exercising due diligence, the governing Board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing Board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

H. Other Procedures & Record Keeping Requirements.

1. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

2. Documentation

The minutes of the governing 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 governing 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. Compensation Procedures

The Board and any compensation committee will follow these procedures in reviewing compensation arrangements with Board members, Directors, School Directors, school officers & school employees:

- a. Approve all compensation arrangements in advance (before paid).
- b. Document (in writing) its terms and the date approved.
- c. Document (in writing) the decision made by each member who participated in the process.
- d. When warranted, consider compensation surveys and compensation paid or offered by similarly situated entities for similar services.
- e. Document (in writing) the information considered in making the decision, and its source.
- f. Acknowledges that a Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation.
- g. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation.
- h. Acknowledges that no voting Board member or any committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

4. Compensation for Board Service

The board does not approve compensation for Board members.

5. Annual Statements

Each Board member, Director, School Director, school officer, team leader, committee leader, or member of a team or committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Received a copy of the conflict of interest policy;
- b. Read and understands the policy;
- c. Agreed to comply with the policy;
- d. Understands the School is charitable and in order to maintain its federal tax exemption must engage primarily in activities which accomplish one or more of its tax-exempt purposes;

6. Periodic Reviews

To ensure the School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the School's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

7. Use of Outside Experts

The School may, but need not, use outside advisors when conducting the periodic reviews in 4, above. If outside experts are used, their use shall not relieve the Board's obligation to conduct periodic reviews.

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

Signature and Title of Director/Board member

Date

ATTACHMENT 6.3
Educational Program

- A. Curriculum and Evidence/Research of Viability of Curriculum
- B. Classroom based and non-classroom based learning opportunities – include learning opportunities off site, by internet, by independent study, on contingency days, by field trip, on suspension or expulsion, etc. “Learning Opportunities” is currently defined as follows:
 - ... classroom-based or non-classroom-based supervised instructional and educational activities which are defined in the community school’s contract and are:
 - (1) provided by or supervised by a licensed teacher;
 - (2) goal oriented; and
 - (3) certified by a licensed teacher as meeting the criteria established fee completing the learning opportunity” (emphasis added). See OAC 3301-102-02
- C. Focus, Mission, Philosophy, Goals and Objectives
- D. Instructional Delivery Methods
- E. School Calendar (including adequate contingency days)
- F. Alignment with Ohio Academic Standards
- G. Any Credit Flexibility Program

EDUCATIONAL PROGRAM

MISSION STATEMENT

Menlo Park Academy is a public school that develops the potential of gifted learners through unique and rewarding experiences that nurture the whole child. Menlo Park Academy (hereinafter "The Academy") will provide academically gifted students with an exceptionally challenging educational environment offering accelerated, flexible, learning opportunities that address the development of the whole child, integrates values, self-discipline and responsibility, provides parents a high quality educational choice for their gifted children, and, fully incorporates and utilizes technology. Through individualized instruction, attention to social and personal development, and the pursuit of academic excellence, The Academy will encourage students to be self-motivated, independent and self-reliant, foster their critical thinking skills, and, create academically successful, life-long learners, and responsible citizens.

TYPE OF SCHOOL

Menlo Park Academy will be an "At-risk" school.

The Academy will be an "At-Risk" school, as defined in and authorized by R. C. §3314.06(B)(2), and students will be identified pursuant to R. C. §3324.03. Prospective students will be chosen from a group of candidates who: (1) score at least two standard deviations above the mean (minus the standard error of measurement) on an accepted cognitive abilities test; or, score at least two standard deviations above the mean (minus the standard error of measurement) on an approved standardized group intelligence test; or, perform at or above the ninety-fifth percentile on an approved individual or group standardized basic or composite battery of a nationally normed achievement test; or, attain an approved score on one or more above-grade level standardized, nationally normed approved test; or, perform at or above the ninety-fifth percentile at the national level on a approved individual or group standardized achievement test of specific academic ability in a specific academic ability field; or, score one standard deviation above the mean (minus the standard error of measurement) on an approved individual or group intelligence test and also either attained a sufficient score on an approved individual or group test of creative ability or exhibited sufficient performance on an approved checklist of creative behaviors, and, (2) who are recommended for admission by the school admissions team, whose recommendation will be based on test scores and other criteria, including parent input and teacher recommendations.

ATTENDANCE AREA

The Academy's primary attendance area is Eastern Lorain, Cuyahoga counties. The Academy will be centrally located in the City of Cleveland to ensure it draws students from a broad area. The Academy will give preference to students residing in this primary attendance area; however, the Academy will adopt an enrollment policy that will allow students residing in any district in the State of Ohio, to attend The Academy. Enrollment of students will be on a first come basis. If more qualified students apply than the school has space to accommodate, The Academy will conduct a lottery to determine which students will be admitted.

Non-Discrimination Policy. The Academy will not discriminate on the basis of race, color, religion, disability, national origin, age or sex in the administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.

Why Students Attend Menlo Park Academy. With the emphasis in education today on inclusion and the least restrictive environment for students with disabilities, the needs of gifted students are often overlooked or subjugated to the needs of other students. This fact places gifted students at risk – at risk for boredom, frustration, underachievement, becoming a behavior problem, using drugs, and, ultimately, dropping out of school. The pull-out model for gifted education has created a crisis. Boredom and frustration drive gifted students out of school at a rate three to five times higher than the dropout rate among the rest of the school population. By creating a more homogeneous learning environment, where high performing students are continuously able to interact with other gifted students, and with teachers who truly focus on their individual needs, the special abilities and intellect of these students can be nurtured and blossom. Although this philosophy and approach may be controversial, offering an educational alternative for academically gifted students who would otherwise fall through the cracks in the traditional public school system is precisely the type of innovation that is appropriate for a community school to undertake.

CHARACTERISTICS OF STUDENTS

Age(s)/Grade level(s) of the school’s students.

Grade Level	2011-12	2012-13	2013-14
K	44	44	44
1	44	44	44
2	44	44	44
3	44	44	44
4	44	44	44
5	24	44	44
6	24	24	44
7	15	24	24
8	5	15	24
Total Students	288	327	356

Student enrollment per age/grade, number of certified staff, teacher-student ratio. Enrollment for grades K-4 is 2 classes per grade with 22 students per class. Enrollment for grades 5-8 is 1 class per grade with 24 students per class. The school will use flexible and multi-aged grouping to ensure the needs of the students are met.

	Grades	Students	Certified Staff	Ratio
2011-12	K – 4	220	10	22:1
2011-12	5-8	68	4	17:1

How the mission of the school meets the needs of these students. The needs of many gifted students are not being met in the traditional public schools. In many instances school districts have become so focused on meeting the needs of special needs students in the general education classroom (least restrictive environment) that gifted students are becoming more at-risk. The lack of accelerated and flexible learning opportunities for these gifted students results in a loss of interest in, and disdain for, school, and, education, generally. It is imperative to properly identify these students early-on, because they become more at-risk for educational failure and social isolation with each year that they spend in non-challenging educational environments that fail to provide appropriate academic and social supports. Parents recognize the exceptional needs and abilities of their children, but are unable to find programs that will encourage the full development of their talents and abilities within the traditional public schools. Initiating the school with grades K through 6 will ensure adequate enrollment during the first year to assure financial viability. The school’s proposed growth pattern will eliminate the need to hire a great

number of teachers in any one year; will allow for natural growth in the school population; and, will facilitate the development of a sense of community at the school.

EDUCATIONAL PHILOSOPHY

Menlo Park Academy (hereinafter “The Academy”) will focus on the needs of academically gifted students who would otherwise be relegated to heterogeneous classrooms and schools that fail to adequately challenge them. The Academy will consider all aspects of the gifted child’s development – mental, physical and emotional – and provide exceptional learning experiences in a supportive environment that encourages personal and academic excellence; provides intellectual, creative and artistic challenges; and, prepares children to take responsibility for their actions.

The educational program at The Academy will recognize the diverse learning styles and abilities of gifted students, and provide an exceptionally challenging educational environment supporting each student’s distinctive needs. The learning that takes place at The Academy will utilize the state academic content standards as its base, but is expected to be much more rich, in-depth, and diverse than these minimum standards. Using block scheduling, flexible in-class grouping, and ability grouping by subject area, together with personalized and differentiated academic opportunities, and opportunities for acceleration – both in subject areas and grade level - The Academy will challenge students and engage them as active participants in their own education.

CURRICULUM

Academic Content Standards. Menlo Park Academy will use a competency-based educational program, which is aligned with the State of Ohio’s Academic Content Standards to ensure that all students are prepared for the state-mandated achievement tests and the diagnostic and achievement tests that the state has implemented. The educational program, although based on the Academic Content Standards, will be much more rich, in-depth, and diverse than these minimum standards and will recognize the diverse learning styles and abilities of gifted students, and provide an exceptionally challenging educational environment supporting each student’s distinctive needs. Using block scheduling, flexible in-class grouping, and ability grouping by subject area, together with personalized and differentiated academic opportunities students will be provided with opportunities for acceleration – both in subject areas and grade level. The curriculum will include the following content areas:

- Language Arts
- Math
- Science
- Social Studies, including Citizenship
- The Arts
- Physical Education/Health & Safety
- Technology
- Spanish

Character Education Program. In addition, Menlo Park Academy will integrate Character Education throughout its curriculum. The school’s character education component is constantly monitored, evaluated and upgraded to ensure students are exposed to the most comprehensive program possible. Copies of the most current character education materials are available at the school, or upon request.

Technology. Technology and computers play a significant part in the lives of children today, therefore, Menlo Park Academy has adopted a comprehensive Computer/Technology Education Curriculum, which is constantly monitored, evaluated and improved. A copy of the most current Technology Curriculum is available for review at the school or upon request.

INSTRUCTIONAL DESIGN

Methods. The Academy will use block scheduling for maximum flexibility, and employ a variety of instructional methods to ensure that the individual educational needs of all students are met, to maintain student interest, and to challenge all students to strive for academic excellence. The following instructional techniques will be employed:

- Departmentalization in upper grades
- Interdisciplinary teaming
- Flexible grouping of students
- Grouping by subject interest
- Independent study
- Self-contained classrooms
- Small and large group instruction
- Individualized instruction
- Computer-assisted instruction
- Distance learning
- Cooperative learning
- Problem-based learning (inquiry-based; open-ended)
- Field trips, guest speakers and special presentations
- Volunteer and real life experiences
- Multi-media instruction
- A certified teacher in each classroom, supplemented by assistant teachers, aides, and specialty teachers where necessary and appropriate

Instructional materials and resources will provide advanced readings, present interesting and challenging ideas, and will include:

- Teacher lesson plans
- Current textbooks, workbooks and worksheets aligned with the Common Core State Standards
- Magazines, newspapers and other current materials
- Community resources for hands-on learning
- Academic software programs
- Field Trips
- Internet Learning Experiences

EXIT GOALS

Students completing the Menlo Park Academy program will successfully:

1. Complete classroom assignments with little assistance from the teacher;
2. Pass teacher constructed tests with at least 70% accuracy;
3. Respond orally to questions pertaining to “grade level” material with a clear understanding of what is being asked;
4. Acquire and apply the essential skills in each of the curriculum areas that have been presented at “grade level;”
5. Integrate and apply the skills learned in each area of the curriculum with interdisciplinary activities;
6. Complete homework assignments independently, accurately, and on time
7. Ask questions and seek assistance from the teacher in order to receive extra help and intervention that will allow for mastering the material taught;

8. Use keyboarding, word processing, computing and computer research skills effectively to complete classroom assignments;
9. Read fluently for comprehension, oral presentation and building vocabulary.

In addition, The Academy will focus on the development of the whole child, addressing both academic and personal goals, including:

- Thinking skills, such as observing, predicting, classifying, analyzing, synthesizing and evaluating
- Intellectual curiosity and persistence in developing creative approaches to problem solving
- Creative expression in a wide range of areas
- Large and small muscle coordination
- Self-understanding and being able to accept and understand their strengths and weaknesses and develop a positive self-concept
- Independence and decision-making abilities
- Assertiveness and the ability to express themselves in mature and effective ways
- Social skills and cooperation

Additional Performance Indicators.

Teacher-Constructed Tests, Quizzes, etc. For teacher-constructed tests, quizzes or assessment test given in teacher manuals or student workbooks, the standard will be 70% or higher.

OAA/Standardized Tests. For standardized tests such as the Iowa, the standard will be a stanine of 5 or higher; a grade equivalent at grade level or higher (using current month at the time of testing). Ohio Achievement Assessments will be given in grades 3 through 8 as required by the Ohio Department of Education.

Other. Assessments other than paper and pencil will be done on a point system with a standard of 70% or higher.

Attendance. Menlo Park Academy anticipates that its student attendance rate will exceed 93%.

Parent Satisfaction. Parents will be surveyed each year to determine parent satisfaction and areas of concern with the educational program presented at Menlo Park Academy. Survey results will be used to improve the curriculum, educational environment and overall program of the school.

Teacher Satisfaction. Teachers will be surveyed each year to determine their level of satisfaction. In addition, Teachers will attend a day-long staff meeting/debriefing at the end of the school year to discuss the successes and shortcomings of the year. The School Director will seek input from the teachers on how to make the next school year more successful, and ask teachers to provide a critique of the just-completed academic year.

Student Satisfaction. Students will be surveyed each year to determine their satisfaction with the school, teacher, and educational program.

Percent of Returning Enrollment. The percentage of students that are re-enrolled for the following school year will be used as an indicator of parental satisfaction and school success.

Community Involvement. Menlo Park Academy will continue to solicit grants and foundation support to supplement its program. Public recognition of the program offered by the school in the form of media coverage will also be indicative of school success.

Student Performance. School success will be determined by students demonstrating sufficient competency to advance to the next grade.

Report Cards. Menlo Park Academy will complete report cards for each student at the end of each grading period. These reports will include: Academic progress, character formation, and attendance report (including tardiness). Space will also be provided for teacher, parent, and School Director comments. The final average grade will be recorded on the students' permanent record.

Progress Reports. Progress reports will be issued half way through each grading period when appropriate. These can indicate strengths and/or weaknesses. Receiving this report midway through the grading period will allow students/parents to determine whether a child requires additional help, and should permit the student to improve his/her performance before the final grade is issued on the Report Card.

SPECIAL NEEDS SERVICES, SUPPORTS AND SERVICE DELIVERY PLAN

The school will comply with R.C. Chapter 3323 and PL 105-17, Individual with Disabilities Act (I.D.E.A.). All students entering the school will be screened for hearing, vision, speech and communication, and health or medical problems by November 1st of each school year. Students admitted to Menlo Park Academy other than at the beginning of the school year will be screened within 60 days of admission. Students will be provided with all appropriate interventions prior to seeking parental consent for psychological testing to determine whether a disability with an educational impact exists. An Individual Educational Plan (IEP) will be developed for each student identified as having a disability with an educational impact, and Menlo Park Academy will provide services to its special needs students in the least restrictive environment. Typically, this will mean that special needs students will receive services in the classroom with other Menlo Park Academy students. Menlo Park Academy will consult with personnel at the County Special Education Resource Center and other specialized resources, to ensure that special needs students receive optimum services. Ancillary service providers (speech-language pathologist, occupational therapist, psychologist, physical therapist, reading specialist, etc.) will provide services within the classroom setting whenever possible. When necessary, special needs students may be pulled from the classroom and provided services on an individual or group basis. Menlo Park Academy will contract with service providers for services that are beyond the capabilities of its staff.

Limited English Proficiency. To the extent students do have limited English proficiency, the nature of the overall academic program and small class sizes will be conducive to meeting the needs of these students. Teachers are expected to meet the individual need of every child, and a child with limited English would present no exceptional circumstance to this requirement. Additional services will be made available to students if the classroom teacher believes the child will benefit from such services and the teacher is not equipped to provide the assistance necessary.

TEACHER TO STUDENT RATIO

The teacher to student ratio will be no more than 24 students to one certified teacher.

SCHEDULE

Hours of Instruction. Menlo Park Academy will offer a minimum of 920 hours of instruction for the academic year in compliance with ORC 3314.03 (A)(11)(a).

Daily Schedule and Hours of Operation. The daily schedule of Menlo Park Academy is set forth below; however, the schedule may be modified from time-to-time to meet the needs of the school and its students.

8:00	-	8:30 a.m.	Teacher Preparation
8:30	-	11:30 a.m.	Morning Classes
11:30	-	12:00 p.m.	Lunch
12:00	-	12:30 p.m.	Recess
12:30	-	3:15 p.m.	Afternoon Classes
3:15 p.m.			Dismissal
3:15	-	4:00 p.m.	Teacher Preparation

SCHOOL CALENDAR

The school calendar for Menlo Park Academy will be as follows, although the Board may modify it from time-to-time:

Calendar for 2011-2012

August 8-30	Teacher classroom prep and in-service training
August 31	Classes Begin
September 22	School Curriculum Night
September 23	NO SCHOOL - Teacher in-service
October 14	NO SCHOOL – Teacher in-service
November 18	End of 1 st Trimester
November 21-22	NO SCHOOL - Parent/Teacher Conferences
November 23-25	NO SCHOOL - Thanksgiving Break
Dec 22-Jan 2	NO SCHOOL - Winter Break
January 3	NO SCHOOL - Teacher in-service
January 16	NO SCHOOL – Martin Luther King, Jr. Day
February 20	NO SCHOOL – Presidents' Day
February 23	End of 2 nd Trimester
February 24	NO SCHOOL – teacher in-service
February 27-28	Parent/Teacher Conferences
March 16	NO SCHOOL – teacher in-service
April 6-13	NO SCHOOL - Spring Break
April 16	NO SCHOOL – Teacher in-service
April 17	Back to school
May 18	NO SCHOOL – teacher in-service
May 28	NO SCHOOL – Memorial Day
June 5	Last Day of School for Students
May 18, June 6-8	Contingency days for make-up calamity days if needed



Menlo Park Academy

Developing the Potential of Gifted Learners

CREDIT FLEXIBILITY POLICY (School Program)

MENLO PARK ACADEMY'S Credit Flexibility Policy

The Board of Menlo Park Academy recognizes that an effective educational program is one that provides opportunities for students to customize aspects of their learning around their respective needs and interests. Credit flexibility is one method to motivate and increase student learning by allowing access to more resources, customization around individual student needs and the use of multiple measures of learning.

In 2006, The Ohio General Assembly established the Ohio Core Curriculum (Senate Bill 311), which raised expectations for what all Ohio students must know and be able to do to earn a high school diploma. At the same time, Senate Bill 311 directed the State Board of Education to develop a statewide plan for implementing methods for students to earn units of high school credit based on the demonstration of subject area competency. *In addition to raising the expectations for graduation, lawmakers provided flexibility to students and educators to successfully meet these higher expectations.*

—Ohio Department of Education. 2009. *New Emphasis On Learning.*

Flexible credit applies to any alternative coursework, custom learning activity, assessment, and/or performance that demonstrate proficiency qualified to be awarded equivalent credit toward high school graduation as applied for and approved in advance by Menlo Park Academy (MPA) per acceleration policy. Approved credit awarded will be posted on the student's permanent transcript, calculated into the student's Grade Point Average (GPA), and counted as required graduation credit in the related subject area or as an elective.

OAC 3301-35-04 *requires* districts to accept transfer credit from other Ohio public and charter schools. Therefore, any credits earned at MPA will transfer to any Ohio public or charter high school.

In accordance with State law, Menlo Park Academy has developed a credit flexibility plan that enables learners to earn high school credit by:

1. completing coursework that is instructor-led by a highly qualified teacher;
2. Long Distance/Online Learning
3. Test Out or Mastery Option
4. Educational Options/ Independent Project.

A detailed credit flexibility plan is maintained by the School Director and contains details regarding the available options each school year.

The Menlo Park Academy Credit Flexibility Policy has been developed in accordance with the provisions of the following regulations:

Legal Refs.: Carnegie Design Team Report to the State Board of Education (March 2009),

ORC 3313.60;3313.603;3313.609;3313.6013;3313.611;3313.613;3313.614;3313.90, 3321.04; Chapters 3324, 3365. OAC Chapters 3301-34; 3301-35-06, 3301-46, 3301-56, 3301-61.

ATTACHMENT 6.4

Performance Standards, Testing and Assessments, Goals, Initial and Yearly Performance Benchmarking

(Also, address attendance rates, teacher turnover, student re-enrollment, parent satisfaction, success of mission driven programs (such as Career Technical, or otherwise) special education program and compliance, assessments (internal and state required), performance index scores, Adequate Yearly Progress-, graduation rates and graduation tests, and any internal goals and missions affecting educational performance and assessments.)

ATTACHMENT 6.4, continued

Sponsor's Monitoring of Assessments and Goals shall include but not be limited to the following:

1. If the School drops one ranking level in Ohio Report Card standing, the Sponsor may, at its discretion, require an explanation, analyses or corrective action plan concerning a specific area or areas causing the drop in ranking.
2. If the School drops two or more ranking levels in Ohio Report Card standing, the Sponsor may, at its discretion, require a targeted, detailed corrective action plan, require outside consultants or counseling, require meetings with the administration or Board of Directors to identify issues, or any other means of inducing academic improvement. The above monitoring is not a pre-condition to any disciplinary process allowed by law and is in addition to any and all disciplinary procedures allowed by law.

PERFORMANCE STANDARDS

Ohio Achievement Assessments. In any year where Menlo Park Academy has third through eighth grade, students, the school shall meet the following applicable requirements, in accordance with ORC 3302.02:

75% pass rate on each Ohio Achievement Assessment

If the school does not meet all the requirements, it must show an average increase of at least 2.5 percentage points each year for those requirements not met, or the average results for each appropriate grade level shall equal or exceed the test results of the local public school district in which Menlo Park Academy operates. Alternatively, if Menlo Park Academy does not meet the standard for each grade set forth above, it will show an average increase of at least 2.5 percentage points for those requirements not met as it tracks students over time.

Nationally-normed Achievement Tests. All students are expected to achieve grade level equivalent or above on a nationally-normed achievement test when they are administered.

Diagnostic and Achievement Tests. Diagnostic and Achievement Tests will be administered according to the attached schedule, or other schedule mandated by the Ohio Department of Education.

No Child Left Behind & Adequate Yearly Progress. To the extent that federal rules and regulations for publicly funded, as outlined in the No Child Left Behind Act of 2001 and any successor provision or amendment and associated regulations, and, as detailed within the Ohio Department of Education accountability system, are specifically applicable to charter schools, Menlo Park Academy will comply with such requirements. This includes meeting requirements for test participation, proficiency, diagnostic and achievement results, and attendance rate, maintaining Adequate Yearly Progress (AYP), and being subject to the federal consequences for School Improvement if AYP is not maintained for two or more consecutive years. Menlo Park Academy shall demonstrate AYP by meeting the standards set forth above. Nothing in this provision is, or shall be construed to be, a waiver of any exception, exclusion or other rights that may be contained in the No Child Left Behind Act of 2001, its amendments or implementing regulations, and which may be applicable to Menlo Park Academy by virtue of its status as a charter school.

Teacher-Constructed Tests, Quizzes, etc. For teacher-constructed tests, quizzes or assessment tests given in teacher manuals or student workbooks, the standard will be 70% or higher.

Attendance. Menlo Park Academy anticipates that its student attendance rate will exceed 93%.

Parent Satisfaction. Parents will be surveyed each year to determine parent satisfaction and areas of concern with the educational program presented at Menlo Park Academy. Survey results will be used to improve the curriculum, educational environment and overall program of the school.

Teacher Satisfaction. Teachers will be surveyed each year to determine their level of satisfaction. In addition, teachers will attend a day-long staff meeting/debriefing at the end of the school year to discuss the successes and shortcomings of the year. The School Director will seek input from the teachers on how to make the next school year more successful, and ask teachers to provide a critique of the just-completed academic year.

Student Satisfaction. Students will be surveyed each year to determine their satisfaction with the school, teachers and educational program.

Percent of Returning Enrollment. The percentage of students that are re-enrolled for the following school year will be used as an indicator of parental satisfaction and school success.

Community Involvement. Menlo Park Academy will continue to solicit grants to supplement its program. Public recognition of the program offered by the school in the form of media coverage will also be indicative of school success.

Student Performance. School success will be determined by students demonstrating sufficient competency to advance to the next grade.

ATTACHMENT 6.5
Commitment to Racial and Ethnic Balance
(Plan to Achieve and Continue)

RACIAL AND ETHNIC BALANCE PLAN

Policies and Procedures that Identify the Community Served by the School

Identification of Community Served. Menlo Park Academy will serve the students primarily from the northeast Ohio area as well as any other district within the State of Ohio.

Racial and Ethnic Balance of the Community Served

Menlo Park Academy is located just on the west side of Cleveland in Cuyahoga County. The demographics of the areas served vary widely.:

Intended Racial and Ethnic Balance of the School

Menlo Park Academy attempts to reflect the racial and ethnic balance of the community it serves. The school will make every effort to aggressively market itself in racially and ethnically diverse areas within the community.

Based on the information above, the expected racial and ethnic balance of Menlo Park Academy would be as follows:

White, Non-Hispanic	76% - 86%
Black	2% - 12%
Hispanic	1% - 11%
Asian or Pacific Islander	0% - 7%
American Indian/Alaskan Native	0% - 5%
Multiracial	0% - 9%

Marketing Plan to Attract Racially and Ethnically Diverse Students

Menlo Park Academy will adopt a Minority Recruitment Plan to target underrepresented groups and will advertise its program in diverse areas.

MENLO PARK ACADEMY

ATTACHMENT 6.7

STUDENT DISCIPLINE, SUSPENSION/EXPULSION POLICY

Statement of General Policy

The dismissal and disciplinary policies of Menlo Park Academy comply with Ohio Revised Code Sections 3313.66, 3313.661 and 3313.662. At Menlo Park Academy, we believe it is important to live and practice the values, positive character traits and behaviors that are integrated throughout the character education program and that we teach every day. To this end, we have formulated specific rules, regulations, policies and procedures to provide guidance to (1) students - so that there will be no ambiguity as to what is expected, and, (2) staff - so that when it is necessary to discipline a student, it will be done fairly and respectfully. Students and Parents must receive a copy of, and review, the **Student Code of Conduct and Disciplinary Policies and Procedures**, and acknowledge that they have done so in writing. The expectations placed upon all of our students are as follows:

- Students will respect authority and conform to school rules of conduct.
- Students will be respectful of one another.
- Students will respect the rights and property of others, including teachers, students, and the school.
- Nonviolence, peace and concern for one another are the foundation of all school activity.
- Each person possesses unique gifts that should be recognized and accepted.
- Students will attend school every day, be on time, and be prepared to learn.
- Students will wear the appropriate uniform and will present a neat, clean appearance.
- Students will exercise self-discipline and self-control in all aspects of school activities.
- Students will assist in maintaining an orderly, clean school environment.

ALL STUDENTS ARE EXPECTED TO CONFORM TO THE SCHOOL CODE OF CONDUCT AND ARE SUBJECT TO THE SCHOOL'S DISCIPLINARY PROCESS

Conduct and/or Behavior Infractions

- a. **Attendance and tardiness.** All students are expected to attend school and all school related activities on a regular basis. Excessive tardiness or absence may require school administrators to contact the County Department of Jobs and Family to make a report of educational neglect. This could result in county intervention and a hearing in Juvenile Court. Violations include but are not limited to:
 - Excessive tardiness or absence, even with a valid excuse
 - Truancy from class
 - Truancy from school
- b. **Lunchtime behaviors.** Lunch should be a pleasant experience for everyone, teachers, students and staff. Students must display decent table manners, courteous conversation and cooperation with volunteers, teachers and school personnel. Violations include but are not limited to:
 - Eating food outside the designated area or room
 - Leaving without permission
 - Littering
 - Discourteous behavior (toward volunteers and others)
 - Failure to remain seated and to clean up your space
- c. **Social Behavior.** Students will conduct themselves according to the standards of character education, values training, positive character traits and proper behavior taught at the school. Violations include but are not limited to:
 - Cheating, stealing, lying, coarse language, etc.

MENLO PARK ACADEMY

ATTACHMENT 6.7

- Lack of courtesy and respect (name-calling, talking back)
 - Any use of physical force or violence at any time anywhere on school property
 - Harassment of other students, teachers, volunteers, etc.
 - Disrespect toward staff members, substitutes, volunteers, and/or visitors.
- d. **Classroom Policies.** Each classroom has its own characteristics and expectations. Teachers may establish certain classroom rules in order to provide for a pleasant atmosphere and good classroom management. These specific rules are in addition to those listed in this Code of Conduct, and failure of a student to adhere to these classroom rules and policies may be the basis of disciplinary action.
- e. **Dress Code.** Adherence to the dress code is expected from the first day of school to the last. Students must wear navy blue, black or khaki "dress style" slacks (girls may choose to wear navy blue, black or khaki slacks or navy blue, black or khaki knee length skirts) and a light blue or white shirt with collars, long or short sleeved. All students are expected to wear neat, clean clothing that is appropriate for an educational environment. The School Director may require students to change any attire deemed inappropriate. For this purpose, the School Director may ask the student's parents to bring different clothing to the school, or to remove the child from the premises. Information regarding the current dress code is provided in the Parent Handbook.
- f. **Homework.** Daily homework assignments are an extension of, and reinforce class work, and may be assigned for Monday through Friday evenings. The amount of homework and the time required for its completion will depend on the grade level of the student and the type of skill or content being developed. All homework must be completed in a timely manner, as determined by the classroom teacher. Repeated failure to timely complete homework is of great concern, and may result in appropriate disciplinary measures.
- g. **Playground.** The playground is a place to develop friendships in a relaxed setting. Improper behavior or other dangerous actions may include, but are not limited to:
- Any use of physical force or violence
 - Throwing objects of any kind, including snow, and or ice
 - Taking property of others (hats, gloves, etc.)
 - Not being in the approved supervised area
 - Improper use of playground equipment
- h. **Safety.** Students shall be concerned about their own safety and that of others. Student actions that may be considered a safety risk include, but are not limited to:
- Talking during safety drills
 - Running, pushing, yelling or other inappropriate behaviors
 - Possession of or use of tobacco, alcohol or drugs (also may result in suspension/expulsion)
 - Leaving the school building or grounds without permission
 - Any of the inappropriate playground behaviors listed above
- i. **School Hall and Restrooms.** The maintenance of order in school hallways and other areas outside the classroom is necessary for learning to take place. Students shall conduct themselves in a safe and quiet manner. Violations include but are not limited to:
- Loitering
 - Running
 - Hitting, pushing or touching other students
 - Loud noises, including slamming doors
 - Leaving the classroom without permission
- j. **School Property.** Textbooks, school materials, computers and school facilities are available for student use. Proper care and use of school property is expected. All violations in this area require restoration and/or restitution. Violations include but are not limited to:
- Defacing textbooks, library books, and other school materials

MENLO PARK ACADEMY

ATTACHMENT 6.7

- Destruction or improper use of school computers, printers or other technology
 - Defacing desks, walls, lockers, etc.
 - Failure to respect the property of other students, teachers, school personnel, etc.
 - Destruction of school property
 - Gum chewing on school property
 - Improper use of restrooms and/or supplies
- k. **School Telephone.** Use of the telephone by students is strongly discouraged. To help students develop responsibility, phone calls home require the written consent of the student's teacher. School personnel will make all calls. Violations include but are not limited to:
- Calls not approved by the teacher/School Director
- l. **Transportation.** Riding the bus, or other transportation provided by the district, is a privilege. Menlo Park Academy will support the applicable guidelines, rules and policies established by the School District. Violations include but are not limited to:
- Disrespectful behavior towards the driver or another student
 - Fighting or abusive language (swearing)
 - Eating on the bus
 - Constant yelling or screaming (which could endanger the lives of others)
- m. **Toys or Play Objects.** School is a place of learning. Distractions cause students to be inattentive. Therefore, students are to keep all toys or play objects at home unless the teacher designates a specific day for sharing what a student owns. Violations include but are not limited to:
- Bringing toys or distracting objects to school

Definitions

Detention. The student remains after school thirty (30) minutes. Notification of detention will be provided to parents at least one (1) day in advance. Transportation home, must be provided by a parent or guardian. No student is exempt from serving his/her detention and failure to do so will result in an additional detention. However, for a serious reason, approved by the School Director, a detention may be re-scheduled within the next five (5) school days. There is no supervision of students once detention has been dismissed, so parents must make arrangements to pick-up their children promptly.

In-School Suspension. Students on in-school suspension will be removed from the classroom and will receive a packet of assigned work to be completed in another area of the building. ALL TESTS will be made up after school. The student will eat lunch in the place of suspension and will be excluded from recess. Students on in-school suspension may not participate in, or attend, any school functions or extra-curricular activities. Certain infractions may result in immediate in-school suspension or at-home suspension.

- Leaving school grounds without permission
- Fighting on school grounds or at school related activities may result in immediate suspension
- Possession of a weapon of any type and/or suspicion of drug use, or drug related activities

Expulsion. The student is asked to leave the school. Expulsion is only enforced for major offenses that have not been resolved through parent conferences or other disciplinary action. Expulsions are approved by the Board and signed by the School Director. Copies are given to the parent or guardian and filed in the student's permanent file. Expulsion procedures shall be pursuant to sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code.

Unacceptable Disciplinary Actions

Certain disciplinary measures are inherently contrary to the philosophy of Menlo Park Academy, and may have potential legal implications. Therefore, the following measures are not permitted:

1. ANY PERSONAL INDIGNITIES
2. ANY FORM OF CORPORAL PUNISHMENT

MENLO PARK ACADEMY

ATTACHMENT 6.7

3. **VERBAL AND NONVERBAL HUMILIATION, SARCASM, RIDICULE, NAME-CALLING, SWEARING, GESTURES, ETC.**
4. **REDUCING GRADES OR DENYING ACADEMIC CREDIT FOR DISCIPLINARY REASON** (However, where a student is suspended or expelled and this results in the student missing work, which cannot be made up, the student's grade may be lowered as a result of the missed work or exams.)

Disciplinary Policies, Procedures and Philosophy

Discipline will be developed in a positive manner, not through the use of physical force, ridicule or sarcasm. One of the desired goals of a character education program is to foster, inculcate and sustain strong habits of self-discipline. Classroom discipline results from self-control on the part of the teacher and the students. Such an atmosphere is most favorable to concentration, attention, reflective thinking and creativity. In disciplining, teachers should always endeavor to be firm, just, consistent and impartial; yet display compassion for the child.

Disciplinary Procedure and Consequences

Discipline should be a learning experience rather than a punitive experience. Children naturally want to follow rules if adults clearly define the rules and then invite the children to assume responsibility for his or her behavior. Assuming responsibility for behavior is to understand and accept the consequences for violating rules. The children whose rights are violated by physical harm are asked to report the problem to the teacher, or any available adult, rather than hit back. This instills the practice of following legal procedures we, as adults, must follow as we seek help from law enforcement officials when our rights are violated. Once notified, the Teacher or School Director implements progressive discipline.

Menlo Park Academy considers any of the following behaviors to constitute serious offenses: unprovoked attack upon another student or school employee; threatening, striking or assaulting any student or school employee; failure to abide by corrective measures, such as removal to the office, for previous acts of misconduct; prolonged display of outrageous and disruptive behavior that interferes with the educational process; deliberate and open verbal and/or physical defiance of authority; profanity or obscene language; fighting and intentional destruction of school property. Except in instances of serious offenses require immediate action to protect students or employees, the following progressive disciplinary procedures will be followed:

- **First Offense.** Teacher explains or reviews class and school rules and warns the child of possible consequences.
- **Second Offense.** Teacher personally communicates the problem(s) with the child's parent(s).
 - Teacher applies appropriate consequences, including possible detention.
 - Teacher sends a written report home and a copy to the office.
- **Third Offense.** Teacher again communicates the problem(s) with child's parent(s) and the teacher applies appropriate consequences.
 - Teacher requests a conference with the School Director and the child
 - Teacher sends a written report home and a copy to the office to be included in the child's records.
 - School Director reviews with teacher what future disciplinary steps will be taken through the office.
- **Fourth Offense.** Teacher sends the child to the office with a written report
 - School Director applies appropriate consequences
 - School Director sets up a conference with the teacher, child and parent(s)

General Policy – Suspension, Expulsion and Removal [O.R.C. §§3313.66, 3313.661 and 3313.662].
The dismissal and disciplinary policies of Menlo Park Academy will comply with Ohio Revised

MENLO PARK ACADEMY

ATTACHMENT 6.7

Code Sections 3313.66, 3313.661 and 3313.662. The Dismissal and Disciplinary Policies of Menlo Park Academy will be posted in a prominent location within the school.

It is the policy of Menlo Park Academy to impose progressive discipline in most instances where students fail to follow rules. However, some violations are so serious as to require immediate and decisive action. Students may be suspended or expelled from school for the following reasons:

- Repeated insubordination
- Theft of another's property
- Intentionally causing damage to another's property
- Threatening another student or a member of the Menlo Park Academy faculty or staff
- Failure to abide by corrective measures, such as removal to the office, for previous acts of misconduct
- Prolonged display of outrageous and disruptive behavior that interferes with the educational process
- Deliberate and open verbal and/or physical defiance of authority; profanity or obscene language
- Fighting and intentional destruction of school property
- Striking or assaulting a child or adult, or otherwise causing physical harm or attempting to cause physical harm
- Bringing a weapon or dangerous object to school. A weapon may be a knife (with a blade of any length) or a firearm. The term "knife" refers to any sharp object including, but not limited to, letter openers, razor knives, ice picks, screwdrivers or any tool that also has a knife blade. A "firearm" is any hand gun, rifle, shot gun, pellet gun, zip gun, paintball gun, slingshot and any other weapon capable of expelling or propelling one or more projectiles by action of an explosive or combustible propellant, or through the use of any compressed gas or liquid. "Firearm" includes an unloaded firearm and any firearm which is inoperable but which can readily be rendered operable.
- Bringing an explosive or incendiary device (as defined in O.R.C. §2923.11) to school.

GUN-FREE SCHOOLS ACT (GFSA) OF 1994. In accordance with the Gun-Free Schools Act of 1994 (20 U.S.C. Chapter 70, Section 8921), Menlo Park Academy will expel any student bringing a weapon to school for not less than one year. The GFSA defines the term "weapon" as:

- Any handgun, rifle, shotgun, pellet gun, zip gun, paintball gun or slingshot
- Any weapon that will or is designed to or may readily be converted to expel a projectile by the action of any explosive
- The frame or receiver of any weapon described above
- Any firearm muffler or firearm silencer
- Any weapon which will, or which may readily be converted to, expel a projectile by the action of an explosive or other propellant and which has a barrel with a bore of more than one-half inch in diameter
- Any destructive device including:
 - Bomb
 - Grenade
 - 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
 - Similar device
- Any firearm muffler or firearm silencer

MENLO PARK ACADEMY ATTACHMENT 6.7

- Any combination or parts either designed or intended for use in converting any device into any destructive device described in the two immediately preceding examples, and from which a destructive device may be readily assembled.

Any student bringing a weapon, as defined in the GFSA to school or on to school property will be referred to the juvenile justice system, as required by the GFSA. In the case of an immediate threat, school officials will contact the 911 emergency number. Where there is no threat of imminent harm or danger, the police radio dispatcher will be contacted.

Suspension. The School Director may suspend a student from school for not more than ten (10) days if, prior to the suspension, the School Director:

- Gives the student written notice of the intention to suspend him or her and the reasons for the intended suspension; and,
- Provides the student with an opportunity to appear at an informal hearing before the School Director and challenge the reason for the intended suspension or otherwise explain his or her actions.
- The School Director, with good cause, has the right to exclude a student immediately from class. This exclusion does not constitute a suspension and, during the time a student is excluded from class, proper supervision must be provided.

Expulsion. The School Director may expel a student from school for no more than eighty (80) days or for a period not to exceed one (1) year if the student brought a knife to school or for a period of one year if the student brought a firearm (as defined in the GFSA) to school, if, prior to the expulsion, the School Director:

- Gives the student and his or her parents or guardian written notice of the intention to expel the student and the reasons for the intended expulsion; and,
- Gives the student and his or her parent or guardian an opportunity to appear in person before the Chairman of the Board, or the Chairman's designee, to challenge the intended expulsion or otherwise explain the student's actions.

Notice for Expulsion. The expulsion notice must include the reasons for the intended expulsion, notification of the opportunity of the student and his or her parent, guardian, custodian or representative to appear before the Chairman of the Board of Directors, or designee, to challenge the reasons for the intended expulsion or otherwise explain the student's actions, and notification of the time and place to appear. The time to appear shall not be earlier than three (3) days not later than five (5) days after the notice is given, unless the Chairman of the Board of Directors grants an extension of time at the request of the student, parent, guardian, custodian or representative. If an extension is granted the expulsion notice must be re-issued with the new time and place to appear.

Reasons for Expulsion. The following infractions are grounds for expulsion:

- Possession of, use, or attempt to use a weapon at school or a school-related activity. (A weapon is any implement that may cause serious injury to another person such as, but not exclusively, firearms, knives, brass knuckles, chains, bullets, razors, clubs, etc.) Possession includes bringing a weapon onto school property, to school-sponsored events, either on or off school property, storing a weapon in one's desk/locker or other area of the school property, or having a weapon in one's desk/locker or other area of the school property, or having a weapons on one's person.
- The repeated use of physical violence, force, threat, coercion or other aggressive behavior that threatens the safety and well-being of others at school or a school-related activity.
- Selling or distributing drugs or other chemical substances at school or at school-related activities.
- Possession, use or being under the influence of alcohol or drugs at school or school-related activities.

MENLO PARK ACADEMY

ATTACHMENT 6.7

- Involvement in a felonious act or other criminal behavior that causes public scandal and/or adversely affects the reputation of Menlo Park Academy, the morale and/or the safety of the students and staff.
- Repeated incidents of incorrigibility or the repeated refusal to comply with school rules and regulations.
- Assault/battery on a member of the school staff.
- Other behaviors deemed sufficiently serious by the School Director, in consultation with the Board of Directors, to warrant the student's permanent removal from the school.

Exclusion from Curricular or Extracurricular Activities Without Notice. If a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place within a classroom or elsewhere on the school premises, the School Director may remove the student from curricular or extracurricular activities or from the school premises, and a teacher may remove a student from curricular or extracurricular activities under his or her supervision without the hearing and notice requirements set forth above. As soon as practicable after the removal, the teacher shall submit in writing to the School Director the reason for such removal. Where such a removal without notice and hearing occurs, written notice of the hearing and the reason for removal shall be given to the student as soon as practicable prior to the hearing, which shall be held within three (3) school days from the time of the initial removal. The hearing will be held in accordance with the provisions above relating to suspension, unless it is probable that the student may be subject to expulsion, in which case the hearing will be in accordance with the provisions above relating to expulsion, except that the hearing will be held within three (3) school days of the initial removal. The individual who ordered, caused or requested the removal must be present at the hearing. If the School Director or Chairman of the Board reinstates the student after the hearing, upon request, the teacher shall be given, in writing, the reasons for the reinstatement.

Notification After Suspension or Expulsion. The School Director, Chairman of the Board or designee, within one (1) school day after the time of a student's suspension or expulsion shall notify, in writing, the parent, guardian or custodian of the student, and the Treasurer of the suspension or expulsion. The notice shall include the reasons for the suspension or expulsion, notification of the right of the student, parent, guardian or custodian to appeal the suspension or expulsion to the Board of Directors; to be represented in all appeal proceedings; and to be granted a hearing before the Board in order to be heard against the suspension or expulsion, and to request that the hearing be held in executive session. Where the expulsion is for more than twenty (20) days, or if the expulsion will extend into the following semester or school year, the notice will include information about services and 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 that gave rise to the student's expulsion. The information must contain the names, addresses and telephone numbers of the appropriate public and private agencies.

Appeal of Suspension or Expulsion. A student or his or her parent, guardian or custodian may appeal any suspension or expulsion by the School Director or Chairman of the Board of Directors to the full Board of Directors. The student or his or her parents, guardian or custodian, may be represented in all appeal proceedings and shall be granted a hearing before the Board of Directors in order to be heard against the suspension or expulsion. At the request of the student, parent, guardian or custodian, the hearing will be held in executive session but the Board of Directors shall act upon the suspension or expulsion only at a public meeting. The Board of Directors, by a majority vote of its full membership, may affirm the order of suspension or expulsion, reinstate the student or otherwise reverse, vacate or modify the order of suspension or expulsion. There shall be a verbatim record of the hearing. The decision of the Board of Directors may be appealed under Chapter 2506 of the Ohio Revised Code.

MENLO PARK ACADEMY

ATTACHMENT 6.7

Notice and Hearing Provisions Not Required for Normal Discipline. The required notice and hearing provisions set forth above are not applicable to instances of normal disciplinary procedures in which a student is removed from curricular or extracurricular activity for a period of less than one (1) school day and is not subject to suspension or expulsion.

Compliance with Individuals with Disabilities Education Act (IDEA). Menlo Park Academy will comply with the provisions of IDEA where a student is suspended for a period of one year, pursuant to the GFSA, for bringing a firearm to school. If a student is expelled for bringing a weapon (as defined above) to school, the Chairman of the Board of Directors may reduce the expulsion period on a case-by-case basis. A student with a disability who brings a firearm to school may be removed from school for up to ten days and placed in an interim alternative educational setting determined to be appropriate by the student's individualized education program team, for up to forty-five (45) calendar days. If the student's parents initiate due process proceedings under IDEA, the student will remain in that alternative educational setting during the authorized review proceedings, unless the parents and school district agree on a different placement.

Notification of Student's District of Residence. Menlo Park Academy will notify the appropriate school district when a student has been expelled from the school.

ATTACHMENT 6.12 and 6.13

Admissions Procedures

Open Enrollment Policy, if any

At-Risk Definitions, if applicable

Attendance Policy (including covenant to maintain written log of daily attendance verified by the applicable teacher(s) and signed by the Principal, and kept in chronological order)

Automatic Withdrawal Rule

Truancy Policy and Procedure

ATTACHMENT 6.12

ADMISSION PROCEDURES

Menlo Park Academy serves the needs of gifted learners in grades kindergarten through eighth and is open to qualified children of any race, color, nationality, or religion. Our admissions process is designed to help both families and the school learn as much as possible about applicants in order to make a strong, informed decision on behalf of each child.

Admission policies and student application procedures

All admission procedures will be in compliance with Section 3314.06, of the Revised Code. Prospective students will be chosen from a group of candidates who (1) have qualifying scores, less than 24 months old, on a state approved testing instrument as listed on the *Chart of Approved Assessment Instruments for Gifted Screening and Identification* from the Ohio Department of Education (ODE). MPA requires a Superior Cognitive identification for admission, and (2) who are recommended for admission by the school admissions team, whose recommendations will be based on test scores and other criteria, including school transcripts, records from previous school experiences, parent input and teacher recommendations.

Kindergarten entrance criteria: Children age 5 by September 30 are eligible for kindergarten. For children turning 5 between October 1 and December 31, a parent may request early admission per the Ohio Department of Education. In cases of these early admission requests, MPA will adhere to the process outlined in its Academic Acceleration Policy and its Acceleration Evaluation Committee will convene in late May to finalize acceptance decisions. For children turning 5 on January 1 or later, MPA will evaluate the child for early admission only if referred by an educator within the community school, a preschool educator who knows the child, or a pediatrician or psychologist who knows the child. In such cases, MPA will also adhere to the process outlined in its Academic Acceleration Policy.

If more students apply and qualify than the school has space to accommodate, the school will conduct a lottery to determine which student will be admitted.

Student Attendance Area. Menlo Park Academy has selected as its primary attendance area the City of Cleveland, which is in the Cleveland Metropolitan School District. Menlo Park Academy will be located within the city of Cleveland to ensure it draws students from a broad area. Enrollment of students will be in the following order:

1. Current students and siblings.
2. Students who reside in the Cleveland Municipal School District. If more qualified students from this category apply than the school has space to accommodate, Menlo Park Academy will conduct a lottery to determine which students will be admitted.
3. Students who reside in any district within the State of Ohio. If more qualified students from this category apply than the school has space to accommodate, Menlo Park Academy will conduct a lottery to determine which students will be admitted.

Non-Discrimination Policy. Menlo Park Academy admits students of any race, color, national and ethnic origin and does not discriminate on the basis of race, color, or national origin, disability, age or sex in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school administered programs.

Admission Procedure. The preferred entry point for the enrollment in the school will be kindergarten, however, the School Director, with the approval of the Board, may admit students in any grade. Menlo Park Academy will admit the number of students that does not exceed the capacity of the school's programs, class sizes, grade levels or facility.

Application Process. During the school's first year of operations, applications will be taken from the time the school is approved until classes are filled. In subsequent years, current students and siblings of current students will have the opportunity to enroll during November of each year for the following year. During the first two weeks of December of each year, the school will accept applications from students wishing to enroll in the school. Preference will be given to students attending Menlo Park Academy the previous year, and to siblings of such students.

Lottery, Selection Process Criteria. Should the number of qualified applicants exceed the enrollment capacity for each grade level, a lottery will be held for each grade level from all those applications submitted by qualified applicants prior to the initial cut-off date, giving preference to students in the primary then secondary tier enrollment areas, in that order. The lottery, if required, will occur on the third Wednesday in December at the school, unless the School Director selects and publicizes a different public time and location. All parties will have the opportunity to be present during the lottery process and will be notified of the date, time and location of the lottery. All parents of children selected in the lottery will be notified of the selection by certified mail. Parents will have up to seven (7) days from receipt of the certified mail to contact the school regarding their decision. If a parent does not respond within seven (7) days of receipt of the certified mail, the school will select another child from the lottery in the order the child's name was drawn.

Kindergarten enrollees must be five years old by September 30 of the year the student is to be admitted.

First Grade enrollees must be six years old by September 30 and have completed a developmentally appropriate Kindergarten program, or an approved waiver.

Second Grade enrollees must have completed a developmentally appropriate First Grade experience.

Third Grade enrollees must have completed a developmentally appropriate Second Grade experience.

Timelines of Applications. Applications will be available during the first two weeks of December for the succeeding academic year. Application forms will be distributed through the month of July. Applications submitted after the lottery (if a lottery is conducted) will be handled on a first-come, first-serve basis, until the maximum enrollment has been reached in each grade level. A waiting list may be established for prospective enrollees. In subsequent years, the initial enrollment period will take place during the first two weeks of December, preceding the academic year.

Notification Procedures and Enrollment Requirements. Parents will be contacted and advised as to the appropriate enrollment procedures and timelines.

Information Required Prior to Admission. Before a child may attend Menlo Park Academy, the child's parent must provide the following information:

1. An address and telephone number where the parent may be reached should it be necessary to confirm a child's absence from school;
2. A signed authorization allowing Menlo Park Academy to obtain records from the public school or non-public school most recently attended by the child, and copies of any such record in the possession of the parent;
3. A certified copy of the child's birth certificate, or, in lieu of a birth certificate, a passport, an attested transcript of the birth certificate, an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child, an attested transcript of a hospital record showing the date and place of the child's birth, or, a birth affidavit;
4. A copy of acceptable test results indicating the child qualifies as an "at-risk" student, as defined previously in this contract;
5. A current utility bill (gas, electric, water/sewer) showing a residence address within the attendance area;

6. A certified copy of any order of decree, or any modification of such an order or decree allocating parents rights and responsibilities for the care of the child and designating a residential parent and legal custodian;

8. A complete medical report, including immunization records, signed by the child's physician, including: evidence that the child has been immunized against mumps, poliomyelitis, diphtheria, pertussis, tetanus, rubeola and rubella. [O.R.C. 3313.671] Menlo Park Academy will comply with Ohio public health council requirements for tuberculosis testing. [O.R.C. 3313.71]

Request for Records Within 24 Hours of Admission. Within twenty-four (24) hours of a student being admitted to Menlo Park Academy, the School Director shall request the student's official records from the public or non-public school most recently attended by the student. If the prior school indicates that it has no record of the student's attendance, or the records are not received within fourteen (14) days of the request, or if the student does not present a certification of birth as described in (a) to (d) above, the School Director shall notify the local Police Department of this fact. [O.R.C. 3313.672]

Withdrawals. When a student transfers to another school, a copy of the student's permanent records is made and mailed to the school, at the request of the student's new school. The record WILL NOT be given to the family or another student. Parents/guardians must complete a records release form prior to the records being forwarded to the new school.

Procedures for Notification of Students' District of Residence. Subsequent to enrollment of each student, the residence address will be verified, and the student's public school district of residence will be advised that the student is enrolled in Menlo Park Academy. This notification will go to the EMIS coordinator for the district, and/or to the Principal of the last building that the student attended in that district. For transportation purposes, Menlo Park Academy will notify the Transportation Departments of local school districts during May of each year of the names, addresses, and other necessary date, for those students who will require transportation.

MENLO PARK ACADEMY
ATTACHMENT 6.13

ATTENDANCE POLICY (Including automatic withdrawal of students absent for 105 consecutive hours)

Attendance affects students academic success. Therefore, every parent is expected to ensure that his/her child attends school every day, arrives on time, and arrives ready to learn.

All students are expected to attend school and all school related activities on a regular basis. Excessive tardiness and/or absence will not be tolerated and may result in school administrators contacting the Department of Children and Family Services to report educational neglect. Such a report could result in government intervention and a hearing in Juvenile Court. Violations include but are not limited to:

- Excessive tardiness or absence, even with a valid excuse
- Truancy from class
- Truancy from school

According to the Ohio Revised Code, any student who is absent from school more than five (5) consecutive days, seven (7) or more days in a month or twelve (12) days more in a year is considered to be "habitually truant" and the school is required to intervene. Students who are consistently tardy may also require the school to intervene when the school determines the education of the child is being adversely impacted by this pattern of behavior.

As required by 3314.03 (A)(1)(b) of the Revised Code, any student who fails to participate, without a legitimate excuse, in 105 consecutive hours of learning opportunities during a school year will be automatically withdrawn from school no later than the thirtieth day after the student reaches the stated limit.

Menlo Park Academy is committed to ensuring its students attend school regularly and will:

1. Inform Parents of attendance problems on a regular basis
2. Work with the family to support improved attendance
3. File complaints if attendance does not improve
4. Consult a Juvenile Court Judge

Our educational philosophy requires parents to take an active interest in their child's education and one way to do that is to make sure that the student is at school regularly and on time.

Parents should discuss any attendance difficulties with the principal to avoid problems that must be reported to authorities and pursued through the courts.

ATTACHMENT 6.14

N/A

ATTACHMENT 7.2(h)
REPORTING REQUIREMENTS (not exhaustive)

- Current roster of staff by position
- Criminal background checks (FBI and BCI&I) –employees and Board
- Certificates (copy) for all teachers and aides – new/renewal –
Information on “highly qualified” status of each
- Current roster of students – identify regular and special education, §504 plans or English language learners
- Current roster of Board members – including names, addresses (home or work), electronic mail addresses, and home and work telephone numbers
- Current roster of all staff with contact information and salaries or compensation
- Schedule of regular Board meetings – dates, times and places
- Notice of all regular, special or emergency Board meetings
- Copies of all approved and signed Board minutes (after every meeting)
- School calendar
- Lease/rental agreement/deed
- Building inspection certificates – fire and health department inspections/building permits/Certificate of Occupancy
- Current School environment report (Health Dept.) Any asbestos management plans.
- Board approved budget by June 30th
- Inventory per Board Fixed Assets Policy
- Articles of Incorporation, Code of Regulations, Employer ID No., IRS Determination Letter (if any), supplemental bylaws or policies
- Safety plan – new/revised
- Approved and updated technology plan
- Annual report
- Complete set of staff, student, safety, Board and other school policies
- Financials (at least bi-monthly)
- Structural chart
- Timely submission of all required or requested information into AOIS document management system

ATTACHMENT 8.2

Staff Benefits

**Dismissal and Disciplinary Procedures for Staff
Disposition of Employees if Contract is Terminated**



Menlo Park Academy

Developing the Potential of Gifted Learners

TEACHER SALARY STRUCTURE

Yrs Exp.	Certified Asst. Teachers		Certified Teachers		Gifted	Master	Content Area
	Assoc.	Bach	Bach	Masters	End./Cert.	Teacher	Coordinator
0	16-17	19-20	28-29	+2,000	up to	up to	up to
1-2	17-18	20-22	29-31		\$2,500	\$3,000	\$1,500
3-4	18-20	22-24	31-33		additional	additional	additional
5 and up	20-22	24-26	33-36				

This chart is intended to serve as a guide for the board of directors when determining starting salaries for new faculty members. It should not be considered to be binding and will be adjusted as necessary.

Board Approved on: 06/16/2009

Updated on: 06/23/2011

OUR MISSION

Developing the potential of gifted learners through appropriate and rewarding experiences that nurture the whole child.

PERSONNEL POLICIES

Hiring of Employees. The Board will comply with Ohio Revised Code Chapters 3307 and 3309. Menlo Park Academy will not discriminate on the basis of race, color, religion, disability, national origin, age or sex in hiring policies and practices. Ads for employees are placed in newspapers or on internet websites of broad and general circulation.

Interviews. The School Director reviews resumes of job applicants and will determine which applicants to interview. The School Director will interview candidates and make hiring recommendations to the Board. The Board of Directors may also elect to interview the candidates. The prospective employees are expected to bring the following to the interview:

- Official transcripts and Ohio State certification (for positions requiring these)
- Necessary health certificates, including TB test verification
- Completed application form or comprehensive resume
- Two letters of reference

During the interview, the applicant will be provided with a copy of:

- The Educational Philosophy, Policies and Procedures, Goals and Objectives of Menlo Park Academy
- A specific job description for the position (including expectations and evaluations)
- A BCI and FBI fingerprint card that must be completed

Before an applicant will receive a contract, Menlo Park Academy must have in its possession a report from the Bureau of Criminal Identification and Investigation indicating that the prospective employee is not disqualified from teaching.

Upon completion of all of the above requirements, the applicant may be offered a position with the school. Employees will be employed "at will," and the employment may be terminated at any time, for any reason, or for no reason at all. However, the Board may, in its sole discretion, offer any employee a one-year employment contract.

Staff Training and Professional Development. Menlo Park Academy will provide its Teachers with a minimum of six paid in-service days per school year. Additional in-service training is provided at monthly faculty meetings, through professional reading and formal and informal interaction with the School Director. Training regarding the Educational Plan and program of Menlo Park Academy will be provided to each employee by the School Director prior to the beginning of school. Professional training will be made available throughout the school year and will include special education issues, health matters, personal relation skills, and other topics that School Director and/or Board believe are timely and necessary. The local Professional Development Plan will ensure the professional and training needs of the faculty are met.

Evaluation of Employee Performance. Employees of Menlo Park Academy are "at will" employees, although the Board may extend one year employment contracts to some or all of the employees, in its sole discretion. Employees are formally evaluated by the School Director through classroom observations periodically, but formally at least two times per year. After such formal observation, the School Director meets with the Teacher and discusses the observations, makes suggestions for improvement and provides the Teacher with a copy of the evaluation. The School Director and employee being evaluated each sign and date the evaluation, and a copy is placed in the employee's personnel file. Employees are "at will," so even an employee who has received a positive or favorable evaluation may be terminated, or not retained, at any time, for any reason, or no reason at all.

The Board of Directors will annually evaluate the performance of the School Director.

Disciplinary Action, Termination and Dismissal of Staff. Disciplinary action shall be initiated by the School Director at such times and in such a matter as the School Director deems necessary and appropriate. Disciplinary action, up to and including the recommendation that an employee be terminated, may be taken by the School Director.

- Termination or Dismissal of Staff. Where the School Director recommends the termination of an employee, or, upon the Board's own initiative, an employee may be terminated for any reason whatsoever, or no reason at all. The Board may, in its sole discretion, solicit information from any source, including the employee and/or the School Director. However, it also may choose to terminate the employee based upon the principles of "at will" employment, for any reason, or no reason at all, or pursuant to the terms of any employment contract, if one exists.
- Employees whose contracts will not be renewed will be advised in writing.

Incentive Policies. Menlo Park Academy currently has a Spot Bonus and Performance Base Pay incentive plans in place for eligible faculty and staff members (see Attachments 8.1.2 and 8.1.3). Additional policies may be developed and implemented later.

Salary Schedules: (Attached)

Employee Work Schedules.

- School Director and administrative staff - full-time, 12 months/year (administrative staff members are expected to put in the time necessary to successfully run the school)
- Teachers - full time, according to the school calendar and daily schedule adopted by the Board from time-to-time.
- Assistant Teachers - full-time, according to the school calendar and daily schedule adopted by the Board from time-to-time.
- Secretaries - full-time/part-time, 12 months/year, TBD
- Custodian - part-time, number of hours TBD

Health Insurance and Other Benefits

Health Insurance. All eligible employees may participate in the medical insurance plan provided by Menlo Park Academy. To be eligible, an employee must work a minimum of 30 hours per week. The Board of Directors will annually review and evaluate the coverage provided and may, from time to time and in its sole discretion, modify the insurance coverage or change providers. Menlo Park Academy will pay a percentage of the cost for each employee. For the 2008/2009 school year, the school expects to pay 80% of the cost for single coverage; 75% of the cost for single plus one coverage and 70% of the cost for family coverage. However, Menlo Park Academy reserves the right to change its contribution towards insurance coverage at any time. Information/enrollment forms will be made available to employees when available.

Retirement Plan (Pension)

1. **State Teachers Retirement System (STRS).** Menlo Park Academy will contribute to STRS, and withhold employee contributions, as required by Chapter 3307 of the Revised Code. STRS issues a publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to the State Teachers Retirement System, 275 East Broad Street, Columbus, Ohio 43215-3771.
2. **School Employee Retirement System (SERS).** Menlo Park Academy will contribute to SERS, and withhold employee contribution, as required by Chapter 3309 of the Revised Code. SERS issues a publicly available financial report that includes financial statements and required supplementary information. The report may be obtained by writing to the School Employees Retirement System, 45 North Fourth Street, Columbus, Ohio 43215-3634.

3. Social Security System. Effective July 1, 1991, all employees not otherwise covered by STRS or SERS have an option to choose the Social Security System.
4. 403(b) Annuities. Menlo Park Academy provides information to its employees regarding these tax-deferred retirement vehicles. Each employee will determine whether he/she will contribute to a tax-deferred annuity. All contributions will be made with employee, before tax, funds.

Tuition Reimbursement. Menlo Park Academy has a tuition reimbursement plan. (See attachment 8.1.4).

Personal Days. Teachers shall be entitled to two personal days per academic year. The leave shall be granted upon written request to the School Director at least three (3) days prior to the proposed leave, except in the case where prior notice is not possible. Personal leave days shall not be taken the day preceding or the day following a school holiday or vacation period. In addition, personal days may not be taken on school in-service days or during the months of September, May or June. Personal leave days will not be deducted from accumulated sick leave days. Personal leave days do not carry-over from year-to-year, and may not be used on a day that is scheduled for in-service, professional development or committee assignments.

Professional Days. Teachers are entitled to one professional leave day per year to attend meetings, conferences, educational programs or classes in another school. Requests for professional leave must be in writing and submitted to the School Director at least seven (7) days prior to the proposed leave. The Teacher shall submit written documentation to verify attendance at the professional in-service or school. Professional leave days will not be deducted from accumulated sick leave days. Professional leave days do not carry-over to the following school year, and may not be used on a day that is scheduled for in-service, professional development or committee assignments.

Sick Leave. Full-time employees shall be entitled to 1.25 days of sick leave each month of employment (15 days per year). The maximum accumulation shall be 120 days.

1. New Teachers and Teachers who have exhausted their sick leave shall be on advanced sick leave days which can be earned during the remainder of the school year. Unearned sick leave will result in loss of pay at the end of the school year.
2. Sick leave may be used for the following purposes:
 - Personal illness including pregnancy related illness.
 - Personal injury
 - Illness, injury or death in the Teacher's immediate family. "Immediate family" means: members of the Teachers household, including spouse, children, step-children, parent or grand-parent.
3. When an employee has been absent for eight consecutive days, that Teacher must provide verification of the illness from a licensed physician. However, any employee that is absent or otherwise misses a day that is planned for in-service, professional development or committee assignments must provide verification from a licensed physician.
4. A Teacher who transfers from another school system will be credited with the unused balance of his/her sick leave from that system, up to 120 days.
5. A record of the accumulated sick leave will be given to each employee at the beginning of each academic year.

Leave of Absence. Menlo Park Academy currently has no leave of absence policy.

Vacation. Vacation for teaching staff will be according to the school calendar adopted annually by the Board. Vacation for the clerical staff will be approved by the School Director. Vacation for the Custodian will be approved by the School Director. Vacation for the School Director will be approved by the Board.

STAFF DISMISSAL ON CONTRACT TERMINATION

Employees will be notified in writing if the contract with Menlo Park Academy will not be renewed for the following year. If Menlo Park Academy receives notice of termination from the Sponsor at any time, school officials will notify all employees in a timely manner once it is clear that another resolution cannot be reached and it will be necessary for the school to close. When appropriate, letters of recommendation will be provided for all employees, at their request, by the School Director.

ATTACHMENT 9.2

LCESC

Fiscal Services Agreement

This **FISCAL SERVICE AGREEMENT** (the "Agreement") is made and executed, to be effective as of the 1st day of July, 2011 by and between the **LUCAS COUNTY EDUCATIONAL SERVICE CENTER ("LCESC")**, located at 2275 Collingwood Blvd., Toledo, Ohio 43620, and Menlo Park Academy, located at 14440 Triskett Road, Cleveland, Ohio 44111.

WITNESSETH:

WHEREAS, LCESC is an educational service center located in Lucas County, Ohio; and

WHEREAS, School is an Ohio community school as defined in R.C. 3314.01(B); and

WHEREAS, LCESC has agreed to provide fiscal services to the School under the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound agree that the foregoing recitals are incorporated herein by reference as follows:

1. **Term.** This Agreement shall be effective on the date set forth above and shall continue thereafter until June 30, 2012 (the "FSA Term"). The term shall automatically renew for successive one-year periods unless terminated as follows: either party may terminate this Agreement by providing written notice to the other party of such party's desire to terminate this Agreement at least ninety (90) days prior to the end of the FSA Term or the then current renewal term (each June 30th) as the case may be; or (ii) terminated earlier as otherwise specifically provided in this Agreement.
2. **Fee.** For fiscal agent Service, the School shall pay to LCESC two percent (2%) of all state, federal or private revenue received by the School (paid from the general funds of the School) or \$ N/A per year at \$ N/A per month (mark "N/A" if not applicable). All fees shall be automatically deducted by LCESC upon School's receipt of School funds and School shall sign all consents necessary to accomplish such automatic payment.
3. **Scope of Work.** Services to be performed pursuant to this Agreement are listed on Exhibit A attached hereto and made a part hereof. Unless specifically listed, no related or tangential Service will be provided as fiscal agent. Should the LCESC perform more services than those listed on Exhibit A, then (1) the LCESC may request additional fees, and (2) whether or not the LCESC requests additional fees, the performance of those additional services shall in no way require the LCESC to continue to perform those, or any other extra services.

4. **Access to Data.** The School shall provide to LCESC, in a timely manner and at no charge to LCESC, access to all data determined by School, in its sole discretion, to be necessary to complete the fiscal services which are hereby being undertaken by LCESC. School shall give the LCESC Treasurer access to data reasonably deemed relevant by the LCESC Treasurer upon request.

5. **Bonding and Insurance.**

A. LCESC shall provide School a copy of the LCESC Treasurer's Bond. School's EMIS coordinator must also obtain a Bond equal in amount and duration to the LCESC's Treasurer's Bond and provide LCESC with a copy of the same. School's EMIS coordinator shall sign for EMIS data as "primarily responsible party" for all EMIS related information and the LCESC Treasurer shall sign with a qualification as "not the person in charge of entry of EMIS data." Any bond required of School's EMIS coordinator shall be paid for by School or School's EMIS coordinator. Any bond required by the LCESC Treasurer shall be paid for from School funds and/or reimbursed to the LCESC from School funds.

B. In addition to naming LCESC as an additional insured on the School's insurance, the School must name the Treasurer of the LCESC (fiscal agent), individually as an additional insured on its directors and officers/errors and omissions liability coverage and provide a copy to the LCESC. Such policy must contain a provision whereby the LCESC is notified thirty (30) days prior to any cancellation thereof.

6. **Bidding and Fair Value.** The School shall provide proof of compliance with OAC 3301-102-04(A)(3)(6) or (C) prior to execution of this Agreement (in summary – at least two bids showing this is the lowest and best price, or, the school's justification for not accepting the lowest bid along with a board resolution).

7. **Ethics and Conflicts.**

A. School must name a Board of Director's Treasurer to serve along with the LCESC provided fiscal agent, and as liaison to the Board. Such Board Treasurer shall be personally insured as an officer of the Board under its errors and omissions/directors and officer's liability coverage with a copy given to the LCESC.

B. This Fiscal Services Agreement creates a separate and distinct agreement for use of and services of the LCESC Treasurer and the LCESC Treasurer shall not perform any fiscal oversight duties required by Sponsor under Chapter 3314 of the Ohio Revised Code, provided however, that other LCESC personnel may do so, such as in the case of the bi-monthly sponsor review of school financials, or in the provision of technical services to the community school not within the scope of this Agreement. This in no way limits the LCESC Treasurer from questioning or limiting expenditures or requiring documentation of the School in order to substantiate that all income and expenditures are in accordance with the law.

C. School must name its EMIS coordinator personally on its errors and omissions policy and provide proof of same to the LCESC along with the EMIS coordinator's bond.

D. School and LCESC acknowledge that to the fullest extent required by law, the LCESC Treasurer is serving in the capacity of his official functions as Treasurer of the LCESC.

8. **Breach of Contract.**

A. **LCESC Breach.** In the event that LCESC materially defaults in the performance of its obligations under this Agreement, and such default continues unresolved for a period of twenty (20) days after LCESC receives written notice of such default from School, School, in addition to any other rights and remedies available to it in equity or under law, shall have the right and be entitled, without any further notice, to terminate this Agreement in writing.

B. **School Breach.** In the event that School materially defaults in the performance of its obligations under this Agreement, and such default continues unresolved for a period of twenty (20) days after School receives notice of such default from LCESC, LCESC, in addition to any other rights and remedies available to it in equity or under law, shall have the right and be entitled, without any further notice, to terminate this Agreement in writing, and to be paid by the School to the LCESC, all fees and charges for work to date under this Agreement through the date of termination.

9. **Automatic Termination.** This Agreement automatically terminates and the LCESC Treasurer automatically resigns as fiscal agent or service provider (or officer if applicable), upon any of the following events:

A. Resignation of the entire Board of Directors of the School; or

B. Appointment of a Receiver; or

C. A vote of closure by the Board of Directors, or, a notice of closure is issued by an authorized governmental agency, or, a suspension or termination notice is issued, in which case, (1) another licensed or statutorily qualified fiscal agent must be immediately appointed, (2) an addendum to this Agreement must be negotiated and adequate security of payment for services provided, or (3) a receiver appointed by the Board of Directors or the Sponsor.

D. Any additional closure or final audit services must be specified on a written agreement between the parties.

10. **Indemnification.** The School shall defend, indemnify, and hold LCESC and its members, owners, officers, directors, employees, and agents harmless from and against any claims, actions, liabilities, damages, penalties, assessments, costs, and expenses (including, but not limited to, court costs, collection costs, receiver fees, accounting or audit fees and attorneys fees) directly or indirectly resulting from the services provided under this Agreement, or related in any way to the School's failure to report data, or improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data provided to the LCESC. This indemnification survives the termination, suspension, expiration or non-renewal of this Agreement.

11. **Miscellaneous Provisions.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement between LCESC and School with respect to Service described herein. No representation or statement not expressly contained in this Agreement or in any amendment hereto shall be binding upon either of the parties.

B. **Amendments.** This Agreement may not be amended or modified except in writing executed by both parties.

C. **Rights and Obligations.** The rights and obligations under this Agreement are not assignable (by pledge or otherwise) by either party without the prior written consent of the other party.

D. **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the **State of Ohio**, and exclusive jurisdiction and venue of all disputes shall rest with the courts within the **State of Ohio, County of Lucas.**

E. **Relationship between the Parties.** LCESC shall have the status of contractor under this Agreement and not as agent or employee. The School shall designate a Treasurer of its Board of Directors, and the LCESC's Treasurer or his/her designee will work with the School Treasurer.

F. **Counterparts.** This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

G. **Headings.** The section headings herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

H. **Notice.** Any notice required to be given under this Agreement to any party shall be in writing and deemed effective upon receipt, and may be satisfied by delivery or by any other means by which receipt can be documented to:

If to LCESC: Lucas County Educational Service Center
c/o Treasurer and Superintendent
2275 Collingwood Blvd.
Toledo, Ohio 43620

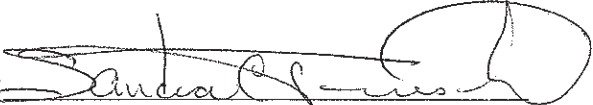
If to School: Chief Administrator or Board Member or Attorney
Menlo Park Academy
14440 Triskett Road
Cleveland, Ohio 44111

Should the **School** be not operating and not have an administrator or a Board member, the LCESC may give notice to the Ohio Department of Education or to the last known business or home address of the Chief Administrator or any Board member.

12. **Severability.** In the event that any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Should a replacement provision be necessary or desirable, such replacement shall be as near to the original intent of the parties as possible.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date herein set forth above.

**LUCAS COUNTY
EDUCATIONAL SERVICE CENTER**

By: 

Its: Superintendent

MENLO PARK ACADEMY

By: Jeri Harrison

Its: Board Chair

Exhibit A
Scope of Work

Lucas County Educational Service Center
Fiscal Services

(LCESC acts as a third party service provider)

The following list is not all inclusive but a sampling of services provided as the fiscal agent of the Community School.

The Treasurer of the fiscal services provider serves along with the Community School's Treasurer.

The fiscal office receipts all Community School funds and makes investments.

Disburse Community School funds on written order of designated school official.

Prepare payrolls, maintenance of earnings records and deductions records.

Prepare state and federal reports and issues W-2s and 1099s. (Does not prepare taxes, Forms 990 or other similar IRS filings)

Records all financial transactions in accordance with state statutes and as prescribed by the Auditor of State.

Prepares and submits on a cash basis a monthly financial accounting of all school funds on state software. (Does not convert cash to accrual basis)

Provide reports on services for the Community School administrators to present to the Governing Boards. Assists the school administrator in preparing other financial statements.

Assists in submitting bimonthly reports as required by ODE if the records requested meet USAS accounting standards.

The five year budget is solely the responsibility of the school administrator and must be passed by the Governing Board. The fiscal agent will assist with data and submit based upon an approved format as required by ODE

School's legal counsel with the cooperation with the fiscal agent must file the 990 if the school is a 501(C)(3).

Will assist the administrators in completing the CCIP budget and the School administration is responsible for assurances on federal and state funds.

EMIS services are specifically excluded from the services hereunder.

Structure of Finance Department:

LCESC Account Clerks

The LCESC Account Clerks do the daily data entry for their assigned community schools. The daily data entry consist of posting receipts, processing purchase orders, issuing checks for invoices that the school has approved for payment and processing payrolls and related payroll reports. Payroll is processed the 15th and 30th of each month. The school approves the employee's and their pay amounts before the payroll is completed. The LCESC account Clerks prepare all payroll reports. The LCESC Account Clerks report to the Treasurer of Lucas County Educational Service Center, Richard A. Cox.

LCESC Community School Staff Accountant

The LCESC Community School Staff Accountant trains and oversees the account clerks. The Community School Staff Accountant deals directly with the community schools in solving accounting, payroll, grants, and budgeting concerns. The LCESC Community School Staff Accountant is also responsible for writing up receipts for the community schools and reconciliation of all community school bank statements. The LCESC Community School Staff Accountant reports to the Treasurer of Lucas County Educational Service Center, Richard A. Cox.

Receipts:

The LCESC Community School Staff Accountant writes receipts for all money that is received and deposited into the bank. Documentation is verified to indicate the source of the money and the proper fund to be credited. The LCESC Account Clerk then posts the receipts on the computer.

Disbursements:

The community school administrator or his/her assistant forwards purchase orders to the LCESC Account Clerks. The LCESC checks that the account codes on the purchase order are in accordance with the Uniform School Accounting Codes and are charged to the appropriate fund. The purchase orders are then encumbered. Once the invoices are sent from the school with an approval to pay, the LCESC Account Clerks check the invoice for accuracy (but not for legal review) and issue checks. The checks along with the proper documentation insure that proper credit is mailed to the vendor. There are some instances when community schools do not provide prior notice of purchases to encumber, rather sending our office the documentation to pay effective upon receipt of invoices accompanied by a purchase order with pertinent information.

Payroll Disbursements:

The community school gives the LCESC Account Clerk a copy of the employee contracts along with the completed employee packet. The packet includes all forms necessary for the proper withholding to the various payroll taxes. The LCESC Account Clerk then computes the per pay amount for the contract year. The community school is then sent a copy to review and sign off on the employee's pay amount and account code where the salary is charged.

The community school is given a payroll payment schedule indicating the pay date, the time period it covers and the date all payroll information is to be submitted to the LCESC Account Clerk.

Once the LCESC Account Clerk receives the payroll information, the time sheet information and any changes or corrections are entered, and the payroll is calculated. The results are then faxed to the school for approval. When the LCESC Account Clerk receives the approval, the payroll process is completed.

Cash:

The community schools receiving or collecting money (including checks) must deposit it into the bank providing there is one close to them. If not, the money must be forwarded to the Lucas County Educational Service Center. The LCESC Treasurer (Mr. Richard Cox) deposits the money. The bank deposit receipt and the documentation are given to the community school assistant to write up a receipt for the LCESC Account Clerk.

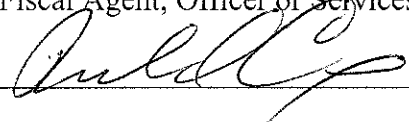
ATTACHMENT 9.3
Licensure Training – Closing Duties
Certification of Fiscal Agent, Officer or
Services Provider

I, Richard Cox, hereby certify that I am licensed as provided for under R.C. 3301.074 (license attached and made a part of this certificate), or, that I have completed not less than sixteen (16) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor, completed an additional twenty-four (24) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor, or have completed or will complete eight (8) hours of continuing education classes, courses or workshops in the area of school accounting as approved by the Sponsor during each subsequent year. Official transcripts, licenses and certificates for all hours of training are attached as Exhibit A to this Certification.

If School obtains a new fiscal agent, officer or service provider, then a new Certification of Fiscal Agent, Officer or Service Provider must be signed and sent to Sponsor within three (3) business days.

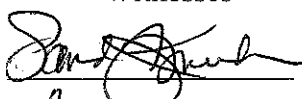
The written agreement between Fiscal Agent, officer or Services Provider (“Treasurer”) and the School requires that Treasurer be retained to also provide all closing responsibilities required by Sponsor, School and ODE should School close for any reason.

Fiscal Agent, Officer or Services Provider



9/22/11
Date

Witnesses


Behrman

School

Jui Harrison, Board Chair 8/10/11
Date

Witnesses

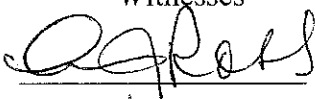
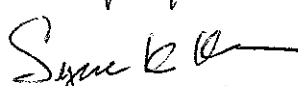

8/10/11

8/10/11

Exhibit A to Attachment 9.3
Licenses, Transcripts, Certificates for all hours of training

State of Ohio

Department of Education

5 Year School Treasurer License

This License Awarded To: **RICHARD A. COX**
License Number: OH1131912

Issue Date: 10/18/2010

FROM: 07/01/2010 - 06/30/2015

The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education, is authorized to teach the subject(s) or serve in the area(s) listed below for the period specified.

School Treasurer

Arnold Schulz
Superintendent of Public Instruction

1130320

Louis L. Staffilino
Associate Superintendent, Center for the Teaching Profession

ATTACHMENT 9.4
Treasurer's Bond

**PUBLIC OFFICIAL BOND
(Definite Term)**

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

Bond No. 104435170-11-22

KNOW ALL MEN BY THESE PRESENTS, That we Richard Cox of Menlo Park Academy, as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Ohio, as Obligee, in the penal sum of Ten Thousand (\$10,000) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made, said Principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

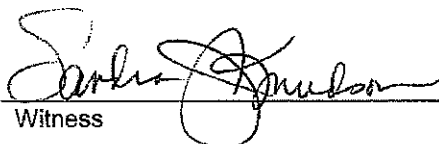
WHEREAS, the said Principal has been appointed to the office of Treasurer for a definite term beginning 9/22/2011, and ending 7/1/2015, and is required to furnish a bond for the faithful performance of the duties of the said office or position.

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

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

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

SEALED and dated this 5th day of August, 2011.

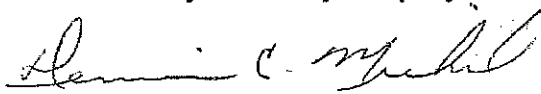


Witness

By: 

Richard Cox of Menlo Park Academy, Principal

Travelers Casualty and Surety Company of America

By: 

Dennis C. Michel, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219286

Certificate No. 003856074

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dennis C. Michel, and Rebecca L. Swisher

of the City of Toledo, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of July, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 21st day of July, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

Office of Financial
Regulation Services
50 West Town Street
Third Floor- Suite 300
Columbus, Ohio 43215
(614) 644-2658
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance

John R. Kasich - Governor
Mary Taylor - Lt. Governor/Director



Certificate of Compliance

Issued 03/25/11
Effective 04/02/11
Expires 04/01/12

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)	Multiple Peril - Homeowners
Accident & Health	Ocean Marine
Aircraft	Other Liability
Allied Lines	Private Passenger Auto - No Fault
Boiler & Machinery	Private Passenger Auto-Liability Other
Burglary & Theft	Private Passenger-Phys Damage
Commercial Auto - Liability Other	Surety
Commercial Auto - No Fault	Workers Compensation
Commercial Auto - Phys. Damage	
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2010 that it has admitted assets in the amount of \$4,238,258,523, liabilities in the amount of \$2,436,034,011, and surplus of at least \$1,802,224,512.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor
Mary Taylor
Lt. Governor/Director



TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06122

FINANCIAL STATEMENT AS OF DECEMBER 31, 2010

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 40,788,176	UNEARNED PREMIUMS	\$ 813,034,297
BONDS	3,817,487,280	LOSSES	920,220,402
INVESTMENT INCOME DUE AND ACCRUED	63,309,217	REINSURANCE PAYABLE ON PAID LOSSES / LOSS ADJ. EXPENSES	2,528,742
PREMIUM BALANCES	179,028,762	LOSS ADJUSTMENT EXPENSES	477,465,945
NET DEFERRED TAX ASSET	67,793,379	COMMISSIONS	31,967,629
REINSURANCE RECEIVABLE	26,960,580	TAXES, LICENSES AND FEES	63,979,568
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,025,660	OTHER EXPENSES	34,523,822
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,844,000	FUNDS HELD UNDER REINSURANCE TREATIES	99,187,983
UNDISTRIBUTED PAYMENTS	4,507,656	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,320,537
OTHER ASSETS	513,768	REMITTANCES AND ITEMS NOT ALLOCATED	9,428,732
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	25,581,386
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,289,979
		POLICYHOLDER DIVIDENDS	7,479,605
		PROVISION FOR REINSURANCE	5,357,627
		PAYABLE FOR SECURITIES LENDING	11,844,000
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(60,388,527)
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,063,975
		TOTAL LIABILITIES	\$ 2,438,034,011
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,790
		OTHER SURPLUS	1,381,640,752
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,802,224,512
TOTAL ASSETS	\$ 4,238,256,523	TOTAL LIABILITIES & SURPLUS	\$ 4,238,256,523

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

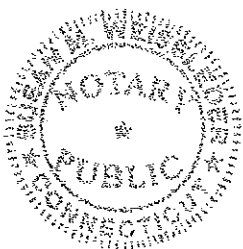
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2010.

Michael J. Doody
 SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15TH DAY OF APRIL, 2011

Susan M. Weissleder
 NOTARY PUBLIC

SUSAN M. WEISSELEDER
 Notary Public
 My Commission Expires November 30, 2012





IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

ATTACHMENT 9.5

Projected Budget/Financial Plans

Five-Year Projection of Operational Revenues and Expenditures under R.C.

§5705.391

Amount of Per-Pupil Expenditure Assumed

ODE Per-Pupil Expenditure Worksheet

Financial Information Summary (FIS)

CCIP, SOES, OEDS-R Forms

Mentlo Park Academy
5 Year Forecast P/L
Cash Basis - Draft

	7/2010 to 6/2011	7/2011 to 6/2012	7/2012 to 6/2013	7/2013 to 6/2014	7/2014 to 6/2015
Number of Students	230	280	300	320	340
Ordinary Income/Expense					
Income					
Receipts - Local Sources					
Breakfast/Lunch Program	15,818	91,557	91,557	91,557	91,557
Edison Club - Latch Key Program	13,530	24,204	27,192	27,192	27,192
Field Trip Receipts	34,200	70,000	75,000	80,000	85,000
Material Fees	79,800	70,000	75,000	80,000	85,000
Title I family Assistance	(14,400)	(14,000)	(15,000)	(16,000)	(17,000)
Loans					
Debt Principal Retirement					
Philanthropic Foundation Grants	44,800	199,600	209,400	281,750	261,013
Other Income	45,592	41,200	75,000	75,000	75,000
Total Receipts - Local Sources	222,350	422,561	508,149	599,499	607,761
Receipts - State/Fed Govt					
Foundation Basic Aid	1,200,482	1,452,821	1,565,951	1,578,941	1,792,201
State Building Block funding	123,266	125,000	125,000	125,000	125,000
Federal Title Funds					
Federal Ed Jobs Funds	73,677				
Federal IDEA funds	28,224	15,090	15,000	15,000	15,000
Restricted State/Fed Funding	5,000	2,500	2,500	2,500	2,500
Total Receipts - State/Fed Govt	1,430,079	1,595,321	1,708,391	1,821,441	1,924,301
Other Income					
Interest Income					
Total Other Income					
Total Receipts	1,653,029	2,017,882	2,246,530	2,420,940	2,542,262
Expense					
Personnel Services					
Teacher Salary	365,000	478,800	536,845	577,860	631,050
Substitute Teachers	15,160	17,100	17,100	17,100	17,100
School Director Salary	55,000	75,000	77,250	79,568	81,955
Treasurer Salary	0	0	0	0	0
Director of Strategy	26,250				
Finance/Marketing/Fundraising/Ed/IS Staff	15,000	38,000	39,140	40,314	41,524
Operations Director Salary	50,000	51,500	53,045	54,635	56,275
Gifted Intervention Specialist	40,000	41,200	42,436	43,709	45,020
Specialists Teachers (Music, Art, Gym, Lang, IT)	103,320	115,500	135,960	175,046	180,300
Special Education Coordinator			20,000	20,000	20,000
Teaching/Reading Aids	10,000	55,000	55,000	55,000	55,000
Building Custodian**	3,500	25,000	25,000	25,000	25,000

5/12/2011

Menlo Park Academy
5 Year Forecast P/L
Cash Basis - Draft

	7/2011 to 6/2012	7/2012 to 6/2013	7/2013 to 6/2014	7/2014 to 6/2015
Development/Marketing	30,000	30,000	30,000	30,000
IT Support/Maintenance	20,000	20,000	20,000	20,000
Speech Therapist				
Secretarial Compensation	22,000	21,424	41,637	64,934
Total Personnel Services	705,230	686,224	1,083,413	1,201,078
Retirement and Benefits	163,265	232,374	260,019	266,259
Staff Performance Bonus	54,250	23,625	24,375	25,125
Unemployment Compensation	15,000	32,251	33,216	34,215
Tuition Reimbursement	27,000	16,500	17,500	18,500
Total Retirement and Benefits	265,505	304,749	335,112	366,098
Purchased Services	15,918	90,650	90,650	90,650
Lunch/Breakfast Program	15,000	9,000	15,000	15,000
Student Testing/Grading	9,000	2,000	2,000	2,000
Health Services	34,200	61,400	66,400	71,400
Field Trips	4,000			
Activity Fees - Subsidized by MPA				
Activity Fees - Contests, speakers, etc Funded Via	8,600	8,600	8,600	8,600
Material/Activity Fee				
Volunteer Appreciation	2,000	2,000	2,000	2,000
Special Ed - IDEA B Fed Funds	28,234	15,000	15,000	15,000
Professional Dplmnt	12,000	16,800	15,500	17,500
Edison Club - latch key program	15,500	24,204	27,192	27,192
Professional Services Fees - EMIS Coordinator	1,476	2,240	2,400	2,560
Professional Services Fees - NCOCC	3,000	4,000	4,000	4,000
Professional Services Fees - Compass Learning				
Professional Services Fees - Gifted Specialist				
Professional Services Fees -Counselor	23,200	50,000	50,000	50,000
Professional Svcs Fees - misc (1.5 lep day/wk-\$30730)	1,500	4,500	4,500	4,500
Treasurer Fee	30,061	40,358	44,931	50,846
Sponsor Fee	24,756	30,268	33,686	36,194
Rent	87,995	102,095	140,171	143,326
Building Maintenance/Cleaning	20,000	3,500	4,000	4,000
Equip Rent/Instruct				
Equip Rental Admin	4,200			
Travel Mileage/Mentoring Expense	5,000	7,500	7,500	7,500
Telephone	3,000	4,000	4,000	4,000
Internet Connectivity	3,000	8,000	8,000	8,000
Marketing/Advertising	10,000	5,890	7,500	7,500
Postage and Delivery	3,000	3,000	3,500	3,500
Total	1,201,078	1,083,413	1,201,078	1,201,078

5/12/2011

Menlo Park Academy
5 Year Forecast P/L
Cash Basis - Draft

	7/2010 to 6/2011	7/2011 to 6/2012	7/2012 to 6/2013	7/2013 to 6/2014	7/2014 to 6/2015
Electric	15,000	15,000	15,000	20,000	20,000
Water and Sewer	3,500	3,500	4,000	4,000	4,000
Gas	20,000	22,000	25,000	25,000	25,000
Total Purchased Services	402,110	537,446	600,382	620,801	634,457
Supplies and Materials	34,200	42,070	45,000	48,000	51,000
Instruction Supplies	10,000	10,000	10,000	10,000	10,000
Instruction Supplies - Science Lab Supplies	17,000	27,910	29,500	31,200	32,900
Printing	15,000	21,000	20,000	20,000	20,000
Office Supplies	1,000	1,000	1,000	1,000	1,000
Medical Supplies	22,800	32,200	30,000	32,000	34,000
Text Books	1,000	1,000	1,000	1,000	1,000
Newspapers/Periodicals	1,200	1,500	1,500	1,500	1,500
Library Books	5,000	7,000	7,000	7,000	7,000
Computer repair and Maintenance Supplies					
Total Supplies and Materials	107,200	133,610	125,500	132,200	138,900
Capital Outlay	19,314	3,500	15,000	10,000	15,000
Computer Equipment	6,000	3,000	1,500	1,500	1,500
Smartboards	5,000	19,000	6,000	6,000	6,000
Notebooks for middle school grades	5,000		5,000		5,000
Playground					
Copier					
Building Rehab/Maintenance	10,000			10,000	
Total Capital Outlay	45,314	29,300	27,500	27,500	27,500
Other	2,000	5,000	5,000	5,000	5,000
Dues/Subscriptions	12,000	15,000	20,000	20,000	20,000
Audit/Accounting Fees	12,000	7,000	20,000	10,000	10,000
Legal Fees	11,286	15,000	20,000	20,000	20,000
Liab/Prop Insurance	1,440	2,000	2,000	2,000	2,000
Director/Officer Ins	3,000	3,000	3,000	3,000	3,000
Misc Admin	41,706	47,000	70,000	60,000	60,000
Total Other	1,967,065	2,017,529	2,241,507	2,407,878	2,513,988
Net receipts in excess of expenses	35,964	552	4,623	13,261	28,273

Mentlo Park Academy
5 Year Forecast P/L
Cash Basis - Draft

7/2010 to 6/2011 7/2011 to 6/2012 7/2012 to 6/2013 7/2013 to 6/2014 7/2014 to 6/2015

Assumptions:

Number of Students	230	280	300	320	340
Number of Kindergarten Students at 50%	35	46	46	46	46
Number of Teachers	11	14.5	15.5	16.5	17.5
One teacher for every 20 students maximum					
Special teachers - FTE	3	3.5	4.0	5.0	5.0
Number of Directors	2.5	2.0	2.0	2.0	2.0
Number Administrative Personnel	1	4	4	4	4
Number of Finance Support Personnel	0	0	0	0	0
Revenue Sources					
Materials Fee per student	350	250	250	250	250
Activity Fee per student	150	250	250	250	250
Edison Club					
Students Participating	10	12	12	12	12
Average Hours of Service Provided per student	2	3	3	3	3
Hourly Rate for service	4	4.00	4.50	4.50	4.50
Field Trip Receipts	34200	61,400	66,400	71,400	76,400
Total Annual Fund Assumed to raise					
Fundraising assumptions					
Walk-a-thon					
Golf Scramble and Auction					
Funds raised to date 4/30/10					
Ohio School Foundation Program funding per student**Assumes \$50 reduction per pupil					
	5703	5,653	5,653	5,653	5,653

5/12/2011

Mentlo Park Academy
5 Year Forecast P/L
Cash Basis - Draft

	7/2010 to 6/2011	7/2011 to 6/2012	7/2012 to 5/2013	7/2013 to 6/2014	7/2014 to 6/2015
State Building Block funding (poverty based aid, parity aid, Special Ed, all day Kindergarten)	50000	125,000	125,000	125,000	125,000
Federal Title Funds (Title I, Title II, & other Federal Funds based on student profiles)					
Expenses					
Personnel Services					
Average Teacher Salary with 3% increase annually	34000	33,000	33,990	35,010	36,060
Average School Director Salary with 3% increase annually, increase comp to market when 200 students reached	55000	75,000	77,250	79,568	81,955
Finance/Marketing/Fundraising staff with 3% increase annually	0	0	0	0	0
Operations Director staff with 3% increase annually	50000	51,500	53,045	54,636	56,275
Strategy Director with 3% increase annually	26250	0	0	0	0
Gifted Intervention Specialist with 3% increase annually	40000	41,200	42,436	43,709	45,020
School Director Performance Bonus	10000	10,000	10,000	10,000	10,000
Operations Director Performance Bonus	5000	5,000	5,000	5,000	5,000
Strategic Director Performance Bonus	26250	0	0	0	0
Teacher Performance Bonus	19000	16,500	17,500	18,500	19,500
Custodian					
Secretary Salary (full-time position) assuming a 3% increase annually	21424	21,424	22,067	22,729	23,411
Receptionist Salary (part-time position) assuming a 3% increase annually	10400	38,000	39,140	40,314	41,524
Staff Benefits (percentage of compensation)	0.24	24%	24%	24%	24%
Tuition Reimbursement - per certified full time employee	2000	2,000.00	2,000.00	2,000.00	2,000.00
Professional Services					
Edison Club					
Teacher compensation - hourly	10	15	15	15	15
Snacks, Programs, etc daily per pupil basis	2	2	2	2	2
Director monthly fee	200	250	250	250	250
EMIS/CIS/ADM coordinator fee per student	1476	8	8	8	8
EMIS/CIS/ADM hosting fee per month	1000	1,000	1,000	1,000	1,000
Compass Learning Program license per student	90				
Treasurer Fee					
Treasurer Fee - supplemented with volunteer assistance - Percent of Revenue	0.02	2%	2%	2%	2%
Sponsor Fee					

5/12/2011

Mentlo Park Academy
5 Year Forecast P/L
Cash Basis - Draft

	7/2010 to 6/2011	7/2011 to 6/2012	7/2012 to 6/2013	7/2013 to 6/2014	7/2014 to 6/2015
Sponsor Fee (Percent of Revenue)	0.015	1.5%	1.5%	1.5%	1.5%
Student Testing/Grading					
Student Testing for IQ and standard reporting per student	100	100	100	100	100
Professional Development					
OAGC Fall Conference - 4 attendees	1200				
OAGC Spring Teacher Academy - 4 attendees	1200				
MASC Attendance (2 attendees)	1200				
William and Mary - 2 attendees	800				
Compass Learning - 3 attendees	1800				
Field Trips					
Field Trip Expense per student	150	250	250	250	250
Rent					
14440 Triskett Rd					
Number of Months	12	12	12	12	12
Lease Rate	3,289,432,836	3.81	3.92	4.04	4.16
Leased Space	26800	26,800	26,800	26,800	26,800
Portable Building/Middle school Rental					
Supplies and Materials					
Printing and binding cost per student	100	35	35	35	35
Print Materials - brochures - Development					
Print Materials - brochures - Marketing		4,110	5,000	6,000	7,000
Copy Machine - per page charges, 2 machines at average 500 pages per month		2,000	2,000	2,000	2,000
Instruction materials cost per student	150	150	150	150	150
Text books cost per student	100	115	100	100	100
Other assumptions					
Capital Outlay					
Computer equipment	30314	3,500	15,000	10,000	15,000
Smartboards		3,000	1,500	1,500	1,500
Netbooks for middle school grades		19,800	6,000	6,000	6,000
Playground Equipment	5000	5,000	5,000	10,000	5,000
Building Rehab/Maintenance	10000				

Mentle Park Academy
5 Year Forecast P/L
Cash Basis - Draft

7/2010 to 6/2011	7/2011 to 6/2012	7/2012 to 6/2013	7/2013 to 6/2014	7/2014 to 6/2015
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ATTACHMENT 10.1
Insurance Binders, Declaration Sheets



CERTIFICATE OF LIABILITY INSURANCE

MENLPAR

DATE (MM/DD/YYYY)
9/6/2011

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

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

PRODUCER Commercial Lines - (216) 241-4344 Wells Fargo Insurance Services USA, Inc. 1301 East 9th Street, Suite 3800 Cleveland, OH 44114-1874	CONTACT NAME: Maribeth Ebner	PHONE (A/C No. Ext): 216-902-5146	FAX (A/C No.): 216-902-5300
	E-MAIL ADDRESS: maribeth.ebner@wellsfargo.com		
INSURED Menlo Park Academy 14440 Triskett Road Cleveland, OH 44111	INSURER(S) AFFORDING COVERAGE		NASC #
	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 3223108 REVISION NUMBER: See below

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

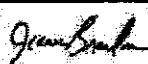
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (RISK WAIVED)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK767693	09/02/11	09/02/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MSD EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK767693	09/02/11	09/02/12	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$ 10,000		PHUB358110	09/02/11	09/02/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	PHPK767693 OH Stop Gap	09/02/11	09/02/12	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional Insureds: Lucas County Educational Service Center, its Board, Superintendent and employees as their interest may appear (ATIMA)
 Employee Benefits Liability: \$1,000,000/\$1,000,000
 Teachers Professional Liability: \$1,000,000/\$1,000,000

CERTIFICATE HOLDER

CANCELLATION

Lucas County Educational Service Center, its Board, Superintendent and employees as their interest may appear 2775 Collingwood Blvd. Toledo, OH 43620	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

[This certificate replaces certificate 3223081 issued on 9/6/2011]

ATTACHMENT 11.19
Board Resolutions Approving Contract



Menlo Park Academy

Developing the Potential of Gifted Learners

OUR MISSION:

Menlo Park Academy is a public school that develops the potential of gifted learners through unique and rewarding experiences that nurture the whole child.

RESOLUTION TO APPROVE CHARTER RENEWAL AGREEMENT 2011

WHEREAS, the governing Board of Menlo Park Academy would like to continue their school-sponsor relationship with the Lucas County Educational Service Center and enter into a new agreement commencing on July 1, 2011; therefore be it

RESOLVED, that the governing Board of Menlo Park Academy hereby authorizes Teri Harrison, the governing board's current chair, to sign the amended and restated contract for Ohio Community School by and between Lucas County Educational Service Center and Menlo Park Academy.

VOTED AND APPROVED at the regular meeting of the governing Board on July 21, 2011.

OUR CORE VALUES

Student-centered * Intellectually Alive * Professional * Positive * Motivated