1	Ohio Community School Contract		
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3 4 5 6 7	This Ohio Community School Contract (the "Agreement"), effective the <u>1st</u> day of <u>July</u> 20 <u>20</u> , is made and entered into between the Ohio Department of Education (the "Sponsor") and the governing authority ("Governing Authority") of <u>Interactive Media and Construction (IMAC)</u> , a public community school organized as an Ohio public benefit corporation (the "School") (collectively, the "Parties").		
8	Background Information		
9 10 11 12	A. The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised Code") Chapter 3314 and has the authority to sponsor community schools and establish the Ohio Department of Education Office of Ohio School Sponsorship to perform the sponsorship duties pursuant to ORC 3314.029.		
13 14	B. The Governing Authority of School desires to continue to operate under the oversight of Sponsor.		
15 16	C. The Ohio Department of Education ("Department") approved the continuation of sponsorship for a term of <u>3</u> years.		
17	Provisions		
18 19	Now therefore, in consideration of the foregoing recitals and the mutual understandings, releases, covenants and payments contained herein, the Parties agree as follows:		
20	Section 1		
21	1.1 Authority to Operate and Term.		
22 23 24 25	A. The Sponsor agrees that the Governing Authority may continue to operate a start-up brick and mortar dropout prevention and recovery Ohio public community school as permitted by law subject to all applicable federal regulations and laws, the laws of the State of Ohio and to the terms of this Contract.		
26 27 28 29 30	B. This Agreement is effective as of July 1, 2020 and shall continue through June 30, 2023. Any renewal of the School shall be subject to the School meeting requirements of this agreement including performance standards, meeting the application criteria of the Sponsor and is subject to the provisions of ORC 3314.07.		
31 32 33 34	C. The Governing Authority may carry out any act or ensure the performance of any function that is in compliance with Ohio Community School Law (ORC Chapter 3314), the Ohio Administrative Code, and all relevant Federal and/or State law and this Contract.		

- D. Except as otherwise permitted by this Contract, or the Sponsor, contracts
 entered into by the School with third parties shall provide for a right to cancel,
 terminate, or non-renew effective upon the suspension or termination of this
 Contract.
- E. Before executing this Contract, the School's Governing Authority must pass a
 resolution in an open board meeting approving the Contract and authorizing one
 or more individuals to execute this contract for and on behalf of the School's
 Governing Authority with full authority to bind the School's Governing Authority.
- F. The Governing Authority shall employ an attorney independent from the Sponsor
 and the operator (education or charter management company), if applicable, for
 any negotiation of this Contract or its amendments.

46 1.2 Community School Corporate Status.

- The School is a community school incorporated as an Ohio public benefit corporation 47 pursuant to ORC Chapter 1702. The School shall continue to operate as an Ohio public 48 49 benefit corporation and shall ensure that its operation is in accordance with its Articles 50 of Incorporation, which is attached to this Agreement as **Attachment 1**. The School has applied for and is gualified as a tax-exempt organization under Section 501(c)(3) of the 51 Internal Revenue Code. A copy of the tax-exempt status letter is attached to this 52 Agreement as Attachment 2. The School is subject to Ohio laws that apply to all 53 community schools, now existing and as subsequently enacted or amended, and all 54 Sponsor policies. Further, the School is a public entity within the meaning of Ohio 55 56 Revised Code, and is additionally subject to the Ohio Sunshine Laws, which includes the Open Records Act and Open Meetings Act. 57 58 A. Compliance with Agreement. The School will be bound by and operated in a 59 manner consistent with the terms of this Agreement so long as such terms are in 60 accordance with state, federal and local law. 61 B. Corporate Purpose. The purpose of the corporation, as set forth in its Articles of 62 Incorporation, will be limited to the operation of a community school pursuant to 63 ORC 3314.01, et seq. according to all applicable laws and rules. 64 C. Governance. The School represents that it is and shall maintain its status as a 65 public benefit corporation. The Articles of Incorporation and Code of Regulations 66 of the School will provide for governance of the operation of the School in a 67 manner consistent with this Agreement and state and federal law. The Articles of 68
- Incorporation and Appointment of Statutory Agent are attached to this agreement as Attachment 1.
 D. Code of Regulations (Bylaws). The Code of Regulations must include a provision
- that the corporation will be governed by a Governing Authority of not less than
 five (5) members. The Governing Authority shall attempt to have a majority of the
 members comprised of individuals who live or work in the county of which the

School is located. No member of the Governing Authority shall serve on the 75 Governing Authority of more than five community schools at the same time as 76 77 outlined in ORC 3314.02(E)(3). No member of the Governing Authority shall serve as a member of a school district board of education. The names, mailing 78 addresses, electronic mail addresses, home and work telephone numbers, 79 80 biographical vitae accurately reflecting experience, education, and other professional information of the current members of the Governing Authority is 81 provided to the Sponsor on at least an annual basis or within ten (10) days of any 82 change of Governing Authority membership. The School shall promptly notify the 83 Sponsor of any changes in Governing Authority membership. The names and 84 contact information, including phone and email used for School business are 85 attached to this Agreement as **Attachment 3**. A description of the process by 86 which the Governing Authority of the School shall be selected in the future shall 87 also be included in Attachment 3 unless that process is outlined in the Code of 88 Regulations, attached to this Agreement in Attachment 4. 89

E. Membership of Governing Authority. The Governing Authority shall consist of no
 fewer than **five (5)** members. All governing authority members must comply with
 ORC 3314.02(E) and any other applicable law, rule, or regulation.

- No present or former member, or immediate relative of a present or former 93 member of the Governing Authority shall be an owner, employee, or consultant of 94 any operator of any community school, unless at least three (3) year has elapsed 95 since the conclusion of the person's membership. Any individual under final 96 97 consideration for appointment to the Governing Authority shall have an Ohio and federal background check conducted in the manner described in ORC 3319.39 98 and at least every five (5) years thereafter. The results of these background 99 checks shall be maintained at the School and the School shall obtain the consent 100 of prospective Board members to release their criminal background check to the 101 Sponsor. 102
- In addition, beginning on July 1, 2020 the Governing Authority members shall
 undergo an annual verification that no findings for recovery have been issued
 against any member of the Governing Authority. If a finding for recovery is
 found, the member must immediately resign from the Governing Authority and
 may not serve until such time that all findings for recovery have been resolved.
- Each member of the Governing Authority shall annually by September 30 of each year or within 30 days of becoming a member of the Governing Authority file a disclosure statement with the School setting forth the names of any immediate relatives or business associates employed by any of the following within the previous three (3) years:
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a. The Sponsor;

- b. The Operator as defined by ORC 3314.02(A)(8);
- 117c. A school district or educational service center that has contracted with the118School; or
- d. A vendor that is or has engaged in business with the School.
- Annually, the Governing Authority must provide the following items to the
 sponsor no later than **September 30** of each year or within thirty (30) days of
 becoming a member of the Governing Authority:
 - Resume or biographical vitae
 - Signed Annual Conflict of Interest Disclosure Statement
 - Signed Attestation confirming compliance with all provisions listed in ORC 3314.02(E).

At all times the Sponsor's designee shall be granted all rights and privileges 128 associated with being an ex-officio non-voting member of the Governing 129 Authority but shall not be considered a member of the Governing Authority under 130 any provision of Ohio law or this Agreement. If the Governing Authority enters 131 into executive session to discuss its contractual relationship with the Sponsor or 132 its designee, or to discuss matters of attorney client privilege, such individual 133 may be excused from executive session for that discussion at the sole discretion 134 of the Governing Authority. 135

The Governing Authority, the members shall complete the following 136 trainings within six (6) months of being elected or appointed by the 137 Governing Authority: a minimum of five (5) hours of governing authority 138 training by an entity pre-approved by the Sponsor, at least two (2) hours of 139 which are on public records and open meetings laws. All members must 140 attend at least five (5) hours of training with at least (2) hours of which are 141 on public records and open meetings law conducted by the Governing 142 Authority's counsel or an entity pre-approved by the Sponsor, for each year 143 of their first term serving on the Governing Authority. If serving for 144 subsequent terms, the Governing Authority members must complete at 145 least five (5) hours of similar training every two (2) years thereafter. As 146 required by ORC 3314.037, the members of the Governing Authority, the 147 designated fiscal officer of the School, the chief administrative officer and 148 other administrative employees of the School with decision making 149 authority, and all individuals performing supervisory or administrative 150 services for the School under a contract with the operator of the School 151 shall complete training on an annual basis on the public records and open 152 meetings laws, so that they may comply with those laws as prescribed by 153 ORC 3314.03(A)(11)(d). Evidence of completed training must be provided to 154 the Sponsor as stated in Section 2.2(e)(xvi)(d)(4). 155

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The Governing Authority may provide by resolution for the compensation of each 156 of its members in accordance with Ohio law. However, no individual who serves 157 on the Governing Authority shall be compensated more than one hundred 158 twenty-five dollars (\$125.00) per meeting of that governing authority and no such 159 individual shall be compensated more than a total amount of five thousand 160 dollars (\$5,000.00) per year for all governing authorities upon which the 161 individual serves. Each member of the Governing Authority may be paid 162 compensation for attendance at an approved training program, provided that 163 such compensation shall not exceed sixty dollars (\$60.00) a day for attendance 164 at a training program three (3) hours or less in length and one hundred twenty-165 five dollars (\$125.00) a day for attendance at a training program longer than 166 three hours in length. 167

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F. Meetings. Governing Authority must hold a minimum of **six (6)** regular meetings 169 per year and notice of such regular meetings shall be provided to the Sponsor in 170 writing at the beginning of each school year or at least seven business days prior 171 to such meeting. Notice of special meetings must be sent to the Sponsor as soon 172 as scheduled and in no case with less than 24 hours advanced written notice 173 along with telephone call invitation. The Governing Authority shall adopt a policy 174 stating how it will notify the public of all meetings and comply with Ohio open 175 meetings laws. Minutes of each meeting must be provided to Sponsor and must 176 include enough facts and information to permit the public to know each item the 177 Governing Authority discussed, the results of all votes, and reports or documents 178 presented at the meetings. All minutes, board meeting notices, resolutions, and 179 other related documents must be made available to the public at the school 180 building pursuant to the Ohio Public Records Act and ORC 121.22. 181

- G. Dissolution. Upon ceasing operations of the School and dissolution of the 182 corporation, assets of the corporation remaining after paying the corporation's 183 debts and obligations incurred in connection with activities authorized by this 184 Agreement, and not requiring return or transfer to donors or grantors, shall be 185 paid to in accordance with ORC 3314.074 and ORC Chapter 1702. The School 186 187 will execute all necessary documents required to convey such items. Upon dissolution, all such documentation shall be provided to the Sponsor. The School 188 shall comply with all closure and dissolution provisions required by the 189 Department and contained in ORC Chapter 3314 and ORC Chapter 1702 and 190 191 stated in Section 11 of this Agreement.
- H. Non-Commingling. Assets, funds, liabilities and financial records of the School
 shall be kept separate from assets, funds, liabilities, and financial records of any
 other person, entity, or organization. The Treasurer shall be responsible for
 ensuring that school funds are properly spent and accounted for each month to
 the Sponsor and Governing Authority as stated in Section 7.3. Failure to comply

with this section may result in immediate action by the Sponsor up to andincluding termination.

199 1.3 Community School Leadership

<u>(Title)</u> is responsible for the daily operations of the School. The
 Governing Authority authorizes <u>(Title)</u>, the on-site School
 Leader, to serve as a contact person for the Sponsor. The School shall immediately
 notify the Sponsor in writing with any change in the identity of the School's Leader.

The organizational structure and management/administration, employee and Governing Authority relationships must be accurately reflected in an organizational chart attached as **Attachment 5**. A written narrative that describes the working relationship and responsibilities with each entity (for example the management company roles and school roles) and school personnel job descriptions must be included. Any modification to the organizational structure must be submitted in writing to the Sponsor prior to implementation.

211 1.4 **Opening**.

- The School shall meet all the Opening Conditions described in **Appendix 1 and**
- provide required documentation as evidence to Sponsor, or as contained in ORC
- Chapter 3314 and as modified by the Department, no later than ten business days
- **before** the School's first date of instruction each year. Failure to timely fulfill any
- 216 material term of the Opening Conditions shall be considered a material violation of
- conditions, standards, or procedures provided for in the Agreement and shall be
- grounds for Sponsor intervention or revocation of the Community School Contract
- 219 pursuant to Section 2.4 or Section 11.3 of the Agreement. The School shall begin
- operation for the academic year no later than September 30th by teaching the minimum
- number of students permitted by this Agreement in paragraph 5.3.

222 1.5 Required Sponsor Training.

- The School agrees to attend all required trainings provided by the Sponsor for which at
- least two-week notice is provided. Mandatory trainings include annual August in-person
- all-school training/conference and up to six (6) mandatory in-person/telephone/skype
- professional development conferences per year. Additional voluntary training and/or
- professional development opportunities may be available throughout the year and are
- considered voluntary. Note that these mandatory trainings and/or professional
- development sessions are in addition to any training session required by the Ohio
- 230 Department of Education.

231 Section 2

232 2.1 Sponsor Rights and Responsibilities

A. Right to Review. Pursuant to the Sponsor's authority for oversight, monitoring,
 and providing technical assistance to the School, the School shall operate and

shall be accountable to the Sponsor and subject to all applicable federal and 235 state laws and regulations, and Sponsor policies and regulations. All records 236 237 established and maintained in accordance with the provisions of this Agreement, policies and regulations, and federal and state law and regulations shall, subject 238 to the limitations set forth below, be open to inspection and review and made 239 240 available in a timely manner to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights 241 and Privacy Act ("FERPA"). Records include, but are not limited to the following: 242 a. School policies, procedures, records, including but not limited to, student 243 cumulative files, and student records including IEPs and ETRs with student 244 245 personally identifiable information and other protected information redacted; b. Corporate records of the School including governing authority meeting 246 247 minutes; c. Financial records 248 d. Educational program, including test administration procedures and student 249 250 protocols; e. Personnel records, including evidence that criminal background checks have 251 been conducted, with confidential information such as medical information 252 and social security numbers redacted; 253 f. School operations, including health, safety and occupancy requirements; 254 and. 255 g. Inspection reports of the facility or facilities. 256 The Sponsor may make announced or unannounced visits to the School to fulfill 257 its oversight responsibilities. Except in emergencies, and when directed by the 258 Director of the Office of School Sponsorship or the Director's designee, visits 259 should be prearranged in a professional manner to avoid needless disruption of 260 the School's educational and testing process and programming. 261 B. Complaints. The Sponsor agrees to notify the School as soon as practicable 262 regarding any complaints about the School that the Sponsor receives, whether 263 verbal or written. The notification shall be made within three (3) business days of 264 receipt of the complaint by the Sponsor and shall include information about the 265 substance of complaint. In the case of anonymity, the School will address any 266 verifiable facts and report to the Sponsor. Upon receipt of any complaint, the 267 School must provide a written initial response within five (5) business days and a 268 supplemental response within fifteen (15) business days or such additional time 269 as agreed to by the Sponsor. This response must include actions taken or 270 proposed to be taken by the School to resolve the complaint. Investigation of 271 complaints may warrant a site visit, review of records, interviews with school staff 272

- and submission of evidence of evidence that the complaint has been resolved.
 All written responses from the School are subject to review by the Sponsor. The
 Sponsor will notify the School if its written response is satisfactory or if the
 School needs to take further action to resolve the complaint.
- C. School Health or Safety Issues. The School shall immediately notify the Sponsor
 by email of any circumstances requiring School closure, lockdown, or any other
 action that may affect School health or safety as soon as practicable. The School
 shall provide a calendar of planned emergency drills including, without limitation,
 fire, tornado, lockdown drills.
- D. Academic Performance Data Monitoring and Review Process. Annually, the 282 Sponsor will review the School's most recent report card. The School shall take 283 time to review and analyze the data and determine areas of improvement and 284 determine if the plan developed under the Ohio Improvement Process should be 285 modified based upon the report card data. The School has established multi-year 286 academic improvement goals and targets that are agreed to by the School and 287 288 Sponsor and attached as **Attachment 5**. These goals may be amended from time to time based upon review of data, such amended goals may replace 289 Attachment 5 after approval by the Sponsor and the Governing Authority. The 290 academic and report card performance goals and targets may be amended by 291 the Sponsor to include any new report card measures that may be added during 292 the term of this Agreement. The Sponsor will annually review the performance of 293 the School and may add improvement goals that the School shall implement in 294 order to meet the academic goals and objectives established by the Sponsor. A 295 copy of the Sponsor's Performance Framework is attached as Appendix 2. 296
- E. Access to Student Records. The School shall make available upon request of the 297 Sponsor information regarding special education and related services for 298 students of the School to Sponsor officials who have legitimate educational 299 300 interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA") in order to comply with reporting requirements 301 imposed by applicable state or federal law. Such information shall include all 302 funding received for special education and related services and how such funds 303 were expended. The School shall timely make available to the Sponsor 304 information regarding special education and related services for students of the 305 School. The Sponsor shall use such information exclusively for fulfillment of its 306 oversight and monitoring responsibilities or for compliance with the law and shall 307 not use such information acquired from the School for any other purpose. 308 Notwithstanding anything to the contrary above or herein, the Sponsor shall not 309 have access to personally identifiable information of students or confidential 310 information. 311
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313 2.2 School Rights and Responsibilities

- A. <u>Compliance with ORC Chapter 3314</u>. The School agrees that it shall comply with all requirements set forth in ORC Chapter 3314, as currently written or amended during the term of this Agreement. The School further agrees that it will comply with the following to the extent that the provisions apply to the School as identified in paragraph 1.1(a):
- 319a. Provide learning opportunities to a minimum of forty (40) students, subject320to the agreed minimum enrollment set forth in Section 5.3, for a minimum of321nine hundred twenty (920) hours per school year. Enrollment shall be322limited to no more than the occupancy permitted for the building unless a323change in this provision of the Agreement has been requested by the324Governing Authority and approved by the Sponsor.;
- b. Comply with ORC 9.90 (Purchase or procurement of insurance), 9.91 325 (Placement or purchase of tax-sheltered annuity for educational 326 employees), 109.65 (Missing children clearinghouse - missing children 327 fund), 121.22 (Public Meetings), 149.43 (Availability of public records for 328 inspection and copying), 2151.357, (Institution receiving children required to 329 330 make report), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 331 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading 332 333 of tests), 3301.0712 (College and work ready assessments), 3301.0715 (District board to administer diagnostic assessments - intervention 334 services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of 335 data to multi-state consortium prohibited); 3313.472 (Policy on parental and 336 foster caregiver involvement in schools), 3313.50 (Record of tests -337 statistical data – individual records), 3313.536 (School safety plan for each 338 school building), 3313.539 (Concussions and school athletics), 3313.5310 339 (Information and training regarding sudden cardiac arrest), 3313.608 340 (Fourth grade reading capability), 3313.609 (Grade promotion and retention 341 policy), 3313.6012 (Policy governing conduct of academic 342 prevention/intervention services), 3313.6013 (Dual enrollment program for 343 college credit), 3313.6014 (Parental notification of core curriculum 344 requirements), 3313.6015 (Resolution describing how district will address 345 college and career readiness and financial literacy), 3313.6020 (Policy on 346 career advising), 3313.6024 (Reporting on prevention-focused programs) 347 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to 348 enroll in district), 3313.6411 (Providing report card to parent), 3313.66 349 (Suspension, expulsion or permanent exclusion- removal from curricular or 350 extracurricular activities), 3313.661 (Policy regarding suspension, removal, 351 expulsion and permanent exclusion), 3313.662 (Adjudication order 352 permanently excluding pupil; from public schools), 3313.666 (District policy 353

prohibiting harassment required), 3313.667 (District bullying prevention 354 initiatives), 3313.668 (Removal from school based on absences), 3313.67 355 356 (Immunization of pupils - immunization records - annual summary), 3313.671 (Proof of required immunizations - exceptions), 3313.672 357 (Presenting school records, custody order if applicable and certification of 358 359 birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children -360 exemptions), 3313.71 (Examinations and diagnoses by school physician), 361 3313.716 (Possession and use metered dose inhaler or dry powder inhaler 362 to alleviate asthmatic symptoms), 3313.718 (Possession and use of 363 epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy 364 protection policy), 3313.7112 (Diabetes care), 3313.721 (Health care for 365 students), 3313.80 (Display of national flag), 3313.814 (Standards 366 governing types of food sold on school premises), 3313.816 (Sale of a la 367 carte beverage items), 3313.817 (A la carte foods; determination of 368 nutritional value; software), 3313.818 (Breakfast programs), 3313.86 369 (Health and safety review), 3313.89 (Publication of information regarding 370 online education and career planning tool), 3313.96 (Informational programs 371 relative to missing children – fingerprinting program), 3319.073 (In-service 372 training in child abuse prevention programs), 3319.321 (Confidentiality), 373 3319.39 (Criminal records check), 3319.391 (Applicants and new hires 374 subject to criminal records check provisions), 3319.41 (Corporal punishment 375 policy), 3319.46 (Policy and rules regarding positive behavior intervention 376 supports and the use of physical restraint or seclusion on students), 377 3321.01 (Compulsory school age – requirements for admission to 378 kindergarten or first grade – pupil personnel services committee), 3321.041 379 (Excused absences for certain extracurricular activities), 3321.13 (Duties of 380 teacher or superintendent upon withdrawal or habitual absence of child from 381 school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 382 3321.141 (Contacting parent, guardian, or other person having care of any 383 absent student), 3321.17 (Attendance officer and assistants – powers), 384 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of 385 truancy - failure of parent, guardian or responsible person to cause child's 386 attendance at school), 3321.191 (Board to adopt policy regarding habitual 387 truancy – intervention strategies), 3327.10 (Qualifications of drivers), 388 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 389 390 (Reporting violation of law by employer or fellow employee) and 5705.391 (Board of education spending plan), ORC Chapters 117. (Auditor of State), 391 1347. (Personal Information Systems), 1702. (Non-Profit Corporation Law), 392 2744. (Political Subdivision Tort Liability), 3307 (State Teachers Retirement 393 394 System), 3309 (Public School Employees Retirement System), 3314. (Community Schools), 3365. (Post-Secondary Enrollment Options 395 Program), 3742. (Lead Abatement), 4112. (Civil Rights Commission), 4123. 396

397(Workers' Compensation), 4141. (Unemployment Compensation), and3984167. (Public Employment Risk Reduction Program) as if it was a school399district and ORC 3301.0714 (Guidelines for statewide education400management information system) as specified in ORC 3314.17 (Statewide401education management information system). The School shall comply with402these Sections and Chapters now in effect and as amended from time to403time.

- c. Comply with ORC Chapter 102. And ORC 2921.42.
- d. Comply with ORC 3313.61, 3313.611, and 3313.614 including compliance 405 with ORC 3313.603 except that for students who enter ninth grade for the 406 first time before July 1, 2010, the requirement in ORC 3313.61 and 407 3313.611 that a person must successfully complete the curriculum in any 408 409 high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the governing authority of the 410 community school rather than the curriculum specified in ORC Chapter 411 XXXIII or any rules of the State Board of Education. Beginning with students 412 who enter ninth grade for the first time on or after July 1, 2010, the 413 requirement in ORC 3313.61 and 3313.611 that a person must successfully 414 complete the curriculum of a high school prior to receiving a high school 415 diploma shall be met by completing the requirements prescribed in ORC 416 3313.603(C), unless the person qualifies under 3313.603(D) or (F). The 417 School shall comply with the plan for awarding high school credit based on 418 demonstration of subject area competency, and beginning with the 2017-419 2018 school year, with the updated plan that permits students enrolled in 420 seventh and eighth grade to meet curriculum requirements based on 421 subject area competency adopted by the State Board of Education under 422 ORC 3313.603(J)(1) and (2). Beginning with the 2018-2019 school year, the 423 School shall comply with the framework for granting high school credit to 424 students who demonstrate subject area competency through work-based 425 learning experiences, internship, or cooperative education developed by the 426 Department pursuant to ORC 3313.603(J)(3). If the School is a high school 427 program and will be offering career technical or CBI programs, the plan 428 description for these programs must be included, that complies with the 429 criteria for student participation in ORC 3314.08(H)(2). 430
- e. Per ORC 3314.03(A)(11)(g), submit, within four months after the end of
 each school year, a report in a format approved by the Sponsor of its
 activities and progress in meeting the all applicable report card measures
 the unique objectives of the Educational Plan which are in Attachment 6
 and its progress in meeting contractual academic and performance goals
 and standards and its financial status and progress of meeting the goals

437 438		and standards of this Contract to the Sponsor and the parents of all students enrolled in the School.
439 440 441 442	f.	Ensure all teachers are properly licensed pursuant to ORC 3319.22 through 3319.31. However, the School may engage noncertificated persons to teach up to twelve hours per week pursuant to ORC 3319.301 and obtaining proper certification and/or permits by the Department.
443 444 445	g.	Be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.
446 447 448 449 450 451 452 453 454 455 456	h.	 Recognize the following: The authority of public health and safety officials to inspect the facilities of the school and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations. The authority of the Department, as the community school oversight entity, to suspend the operation of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the School that pose an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.
457 458	i.	Comply with ORC 3313.801 as if it were a school district unless the School is an on-line (e-school).
459 460 461 462 463	j.	If the School operates a preschool program that is licensed by the Department under ORC 3301.52 to 3301.59, the School shall comply with ORC 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the state board under ORC 3301.53.
464 465 466	k.	The School must arrange for providing healthcare and benefits to employees.
467 468 469 470	I.	If the School is an on-line (e-school), comply with the following pursuant to ORC 3314.21 and the requirements stated in the Specialized Education Model Requirements in Appendix 4 .
471 472 473 474	I.	If the School operates as a designated blended learning school, as defined in ORC 3301.079, the School must comply with the requirements stated in the Specialized Education Model Requirements in Appendix 4 .
475 476		If the School operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule and must comply

477 478 479 480 481 482 483	 with the requirements stated in the Specialized Education Model Requirements in Appendix 4. n. The Governing Authority of the School must adopt an enrollment and attendance policy and ensure that the School enacts a process that requires a student's parent to notify the School when there is a change in the parent's or student's primary address. The policy and process must include periodic notification to parents.
484 485 486 487 488	o. The Governing Authority of the School must adopt a policy and process by which student residence and addresses are verified on a regular basis. The policy and process must include a verification upon enrollment, periodically throughout the school year and at the end of each school year.
488 489 490 491 492 493 494 495	 p. Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the following: An internet or computer-based community school; or A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.
495 496 497 498 499 500 501	q. The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment from time to time by the General Assembly. All references in this agreement to Ohio Revised Code (ORC) Sections shall refer to most current statute as amended from time to time during the term of this Agreement.
502 503 504 505 506	r. Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date or suspension of this Agreement, provided such a provision is agreed upon by the third party. This includes contracts with teachers and non-teaching staff.
507 508 509 510 511 512	s. The Governing Authority of the School and the Sponsor must meet at least once yearly, upon such a meeting being organized by the Sponsor, before the end of the fiscal year to review the terms and provisions of this Agreement. At the meeting and any other time, the Governing Authority and Sponsor may consider potential amendments to its language that will be incorporated by mutual agreement of the Parties.
513 514 515 516 517 518 519 520	t. If the School opened after 2/1/2016, the Governing Authority of the School must either post a bond in the amount of \$50,000 or deposit cash in that amount, with the Auditor of State in accordance with ORC 3314.50, and the Department may withhold funding pursuant to ORC 3314.191 if the bond is not posted or cash deposited pursuant to ORC 3314.191 or as otherwise provided for by law. If the School is operated by an operator as defined by ORC 3314.02(A)(8), the operator may deposit cash in the amount of \$50,000 or a written guarantee or payment which shall obligate the

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management company to pay the costs of audits of the School up to an amount of \$50,000 with the Auditor of State in accordance with ORC 3314.50.

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B. Records. The School agrees to comply with all federal, state, and Sponsor record 525 keeping requirements including those pertaining to students, governance, and 526 finance. All financial records shall comply with the standards for financial 527 reporting as set forth in ORC 3301.07(B)(2). The School shall be notified within 528 ten (10) business days following adoption of new or materially modified Sponsor 529 policies concerning the maintenance, retention, and disclosure of student 530 records. The obligation herein includes maintaining up-to-date information about 531 enrolled students in the Department's student information system. In addition, the 532 School shall ensure that records for students enrolling in the School or other 533 schools are transferred as quickly as possible. Financial records shall be 534 reconciled at least monthly. All records shall be maintained at the School and 535 shall be open to inspection, consistent with law, during reasonable business 536 hours. The School further agrees to assist the Sponsor in accessing or 537 reviewing any records as part of its oversight responsibility or to address 538 its compliance requirements. In addition, to assist the Sponsor in 539 evaluating and monitoring the performance of the School, the School shall 540 provide the Sponsor with READ ONLY access to all of the Department's 541 systems, including but not limited to: Education Management Information 542 System (EMIS); Secure Data Center (SDC); Comprehensive Continuous 543 Improvement Plan (CCIP); OEDS data, and the Compliance System so that 544 the Sponsor may adequately evaluate the performance of the community 545 school so long as educational records or information required to be kept 546 confidential is not accessible to the Sponsor. Further, the School agrees to 547 consent and sign any documentation required to grant access to any of the 548 systems. 549

550 551 The School shall submit to the Sponsor no later than four (4) months after the 552 end of each fiscal year the reports that will be generated and submitted to the 553 Office of the Ohio Auditor of State and are statutorily due to the Auditor no later 554 than one hundred fifty (150) days following the close of the fiscal year as 555 currently required, or as may be amended during the term of this Agreement.

556557The Sponsor may order a special financial audit of the School from the Auditor of558State if, in the sole discretion of the Sponsor, the Sponsor has reason to believe559that the School has:

- a. Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the School's finances;
- b. Improperly maintained its financial records; and/or
- c. Insufficient financial controls in place.
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566		The costs of the audit shall be paid by the School.
567		
568	С.	Notification Provided to the Sponsor.
569		a. Timely Notice. The School shall within twenty-four (24) hours notify the
570		Sponsor, the Department, and other appropriate authorities in the
571		following situations:
572		The discipline of employees at the School arising from misconduct
573		or behavior that may have resulted in harm to students or others, or
574		that constituted serious violations of law; or
575		 Any complaints filed against the School by any governmental
576		agency.
577		
578		b. Immediate Notice. The School shall immediately notify the Sponsor of any
579		of the following:
580		 Conditions that may cause it to vary from the terms of this
581		Agreement, applicable Sponsor requirements, or applicable federal
582		or state law or administrative rule;
583		• Any circumstance requiring the unplanned closure of the School,
584		including, but not limited to, a natural disaster, such as an
585		earthquake, storm, flood or other weather-related event, other
586		extraordinary emergency, or destruction of or damage to the School
587		facility or facilities;
588		• The arrest, dismissal or resignation of any members of the School
589		Governing Authority or School employees for any reason. If the
590		arrest, dismissal or resignation of any member of the School
591		Governing Authority or School employee is for a crime punishable
592		as a felony or any crime related to the misappropriation of funds or
593		theft, the School shall also provide a written report of the information
594		known at the time of the notification. Additionally, the School shall
595		follow all reporting regulations as required in ORC 3314.40 and
596		other relevant laws as required;
597		 Misappropriation of funds or suspected misappropriation of funds;
598		 A default on any obligation, which shall include debts for which
599		payments are past due by sixty (60) days or more;
600		 A failure to maintain its corporate status with the Ohio Secretary of
601		State's Office that is not cured within sixty (60) days of notice of the
602		same; or
603		 Any Findings for Recovery issued by the Ohio Auditor of State
604		against any member of the Governing Authority, operator, treasurer,
605		or any employee of the School.
606		
607	D.	Compliance. The School shall comply with all applicable federal and state laws,
608		administrative rules, local ordinances, and Sponsor policies and procedures
609		applicable to community schools.

E. Reports. The School shall provide in a timely manner to the Sponsor any reports 610 necessary and reasonably required for the Sponsor to meet its oversight and 611 reporting obligations. Required reports include, but are not limited to, those listed 612 below along with projected due dates for the current school year. Timely 613 notification shall be provided when due dates are changed or additional reports 614 are to be provided. The Sponsor will annually update the list of required reports 615 and due dates and provide this information to the School. Failure to provide 616 reports within ten (10) days after the date due is a material violation of this 617 Agreement, and the Sponsor may take actions outlined in Section 2.4. Annual 618 reports include, but are not limited to: 619 620 a. Unique School Objectives. The School shall annually provide the Sponsor with a report identifying the progress that the School has made on each of 621 its unique objectives included in its Education Plan, which is in 622 Attachment 6, during the prior school year. The School and the Sponsor 623 shall mutually determine the due date of the report given the availability 624 and time necessary for assessment of data; 625 b. Required financial reports including budget and enrollment records on a 626 monthly basis in the format and with attachments prescribed by the 627 Sponsor and pursuant to ORC 3314.023 and 3314.024 as applicable; 628 c. Statistical reports including financials, expenditures, income and debt 629 statements, enrollment, state and pay turnover, expulsions, suspensions, 630 and any other matter that relates to the financial stability or instability of 631 the School in the format including any relevant attachments that the 632 Sponsor requests, on a monthly basis; 633 d. The Governing Authority shall submit within four (4) months after the end 634 of each school year a report of the School's activities and progress in 635 meetings goals and standards of the School and the School's financial 636 637 status to the Sponsor, and the parents of all students enrolled in the School This report shall comply with Section 2.2(a)(v) of this Agreement 638 and a draft report shall be provided to the Sponsor for review and 639 input at least three (3) weeks prior to the distribution of the report. At 640 the request of the Sponsor, a representative of the Governing Authority 641 and the School shall attend a pre-arranged meeting of the Sponsor and 642 present the annual report to the Sponsor in detail for discussion; 643 644 e. The Governing Authority shall report **annually** to the Sponsor and the Department of all reporting requirements set forth by ORC Chapter 3314, 645 including, but not limited to the reporting requirements set forth in ORC 646 647 3314.08(B); f. Projected enrollment - January 1 of each fiscal year; 648 g. Financial Plan by August 1 of each fiscal year; 649

h. Annual School budget approved by Governing Authority – ORC 3314.032 650 requires Governing Authority adoption by October 31 of each fiscal year. 651 The annual Governing Authority adopted budget with the approved and 652 signed Governing Authority meeting minutes documenting approval of the 653 annual budget shall be submitted in final form to the Sponsor no later than 654 October 20 of each year; 655 i. Five-year forecasts twice per year as required by Ohio Law and collected 656 by the Sponsor (November and May). 657 658 j. Asset reports. The Governing Authority shall **annually** provide the Sponsor with an updated asset report showing all assets purchased with 659 public funds, all assets purchased with non-public funds, all assets 660 purchased with non-public funds, all assets purchased with Federal 661 Funds, and the ownership of any and all items used by the School. 662 k. Transcripts of all students graduating at any time during the school year 663 by July 1. Only the transcript shall be provided electronically to Sponsor. 664 I. Any adjustments to the annual budget approved by the Governing 665 Authority – within five (5) days of approval; 666 m. Annual audit – upon release by the Auditor of State and no meetings 667 including pre-audit and post-audit conferences with the Auditor of 668 State or his designee may be waived, and the School must provide 669 notice of all meetings (pre-audit and post-audit) to the Sponsor; 670 n. End of year cash balance – within 30 days of the end of the fiscal year; 671 o. School calendar – July 1 of each fiscal year; 672 p. Health and safety information including report of previous year's fire drills 673 and documentation that the required safety or emergency plans have 674 been submitted to all required agencies, emergency contact information, 675 etc. - as required by the Sponsor Opening Conditions; and, 676 q. Safety School Plan. The School shall comply with the requirements 677 outlined in ORC 3313.536 and corresponding regulations and complete 678 the required information annually by July 1. The School shall submit the 679 information to the Ohio Department of Public Safety as required by law. 680 The School will be responsible for communicating the information required 681 by ORC 3313.536 to local responders. 682 r. Governance Information: 683 Governing Authority membership including member names, contact 684 information, the term beginning and end date, and any office the 685 member holds on the Governing Authority - at contract execution 686 and upon any changes in Governing Authority membership; 687

688 689	 Governing Authority member conflict of interest disclosures – at contract execution and upon any changes in Governing Authority
690	members;
691	Governing Authority member background checks must be
692	completed prior to serving as a member of the Governing Authority
693	and placed on file at the School. Each Governing Authority member
694	must consent to Sponsor's review and inspection of all background
695	checks;
696	 Evidence of Governing Authority annual training, by a Sponsor
697	approved provider, at the Governing Authority's expense, on all
698	topics required by law and the bye Sponsor, including, but not
699	limited to: community school laws, ethics, and the Ohio Sunshine
700	Laws, which includes public records and open meetings;
701	• Evidence verifying that a finding for recovery has not been issued by
702	the auditor of state against any member of the Governing Authority,
703	the operator, or any employee of each community school as
704	required by Sponsor Opening Conditions and as updated as
705	necessary throughout the year;
706	Current Code of Regulations – within ten (10) business days after
707	any material changes; and,
708	Current Articles of Incorporation and Statutory Agent Information –
709	within ten (10) business days after any material changes.
710	
711	s. Insurance certification – as required by Sponsor Opening Conditions each
712	fiscal year;
713	t. Updated asset reports showing all assets purchased with public funds and
714	all assets purchased by nonpublic funds, and the ownership of each;
715	u. A detailed accounting of the nature and costs of goods and services that
716	the operator provided to the School pursuant to ORC 3314.024 regardless
717	of whether the operator received more than twenty percent (20%) of the
718	School's gross annual revenues; and,
719	v. The School's comprehensive plan pursuant to ORC 3314.03(B) including
720	all policies and procedure regarding internal financial controls by October
721	1, 2019 and annually by August 1 of each year throughout the term of this
722	Agreement.
723	F. Indemnification. To the extent permitted by law and not otherwise barred by ORC
724	Chapter 2744, the School agrees to indemnify and hold the Sponsor and its
725	respective employees, directors, officers, agents and assigns harmless from all
726	liability, claims and demands of third parties arising on account of personal injury,
720	sickness, disease, death, property loss, or damage or any other losses of any
728	kind whatsoever that are proximately caused by the negligent, grossly negligent
729	or intentional acts of the School or its respective employees, directors, officers,
730	agents and assigns. The foregoing provision shall not be deemed a
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relinquishment or waiver of any applicable bar or limitation on liability provided by
 ORC Chapter 2744 or other law.

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734 2.3 Sponsor School Dispute Resolution Procedures

All disputes arising out of the implementation of this Agreement excluding the Sponsor's intervention or determination to place the School on probation, suspension, termination or any conditions leading to those decisions shall be subject to the dispute resolution process set forth in this section, unless specifically otherwise provided.

- A. The School and the Sponsor agree that the existence and details of a dispute
 notwithstanding, both Parties shall continue without delay their performance
 hereunder, except for any performance which may be directly affected by such
 dispute.
- B. Either Party shall notify the other Party that a dispute exists between them within 743 thirty (30) days from the date the dispute arises. Such notification shall be in 744 745 writing and shall identify the Section of this Agreement or the law that is in dispute and the grounds for the position that such item is in dispute and the 746 specific corrective action it wishes the other party to take. The matter shall be 747 immediately submitted to the President of the Governing Authority and the 748 Director of the Office of Ohio School Sponsorship, or their respective designees, 749 for further consideration and discussions to attempt to resolve the dispute. 750
- C. In the event that the matter is not resolved by the President of the Governing 751 Authority and the Director of the Office of Ohio School Sponsorship, then the 752 matter shall be submitted to the Columbus Bar Association for non-binding 753 mediation before at least one mediator mutually agreed upon by the parties, if 754 one mediator cannot be agreed upon then each party will select one mediator 755 and a request will be made for the Columbus Bar Association to appoint one 756 mediator. The notice for non-binding mediation shall be in writing to the other 757 758 party within thirty (30) days following the Governing Authority meeting. The thirty (30) days shall be determined by the date of the last Governing Authority meeting 759 at which the matter is discussed. If non-binding mediation does not resolve the 760 dispute, then the Parties may pursue any available legal remedies. 761
- 762

763 2.4 School Violations of Law or this Agreement

If the School is subject to nonrenewal or revocation for any reasons listed in the 764 Agreement, or any of the reasons for suspension pursuant to ORC 3314.072 or 765 probation pursuant to ORC 3314.073, or is in violation of state or federal law or 766 regulations, or otherwise breaches the Agreement, the Sponsor may, but is not required 767 to, impose other remedies prior to initiating revocation or suspension in accordance with 768 Section 11.3 of this Agreement. Remedies include, but are not limited to, those listed 769 below. These remedies may be applied individually, in succession, or simultaneously. 770 Prior to taking any of the actions below, the Sponsor shall send notice as provided in 771 subsection E below. 772

A. <u>Plan Submission</u>. The Sponsor may require the submission of a plan to remedy 774 the deficiency. Upon the written request of the Sponsor, the School shall develop 775 a plan to remedy the failure or deficiency and submit it to the Sponsor for review 776 777 and comment. The plan may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor may require the School to review and 778 revise the plan if it is reasonably determined that the plan is not effective in 779 remedying the deficiency. This remedy may be applied if the School fails to: 780 a. Make progress toward achieving its goals and objectives as described in 781 this Agreement after a reasonable period of time. 782 b. Achieve Sponsor requirements; or 783 c. Implement its educational program as described in this Agreement after a 784 reasonable period of time, or 785 d. Fails to complete two or more required reports by the established 786 deadlines. 787 B. Improved Submission. If the School's report card measures do not show 788 progress in meeting academic goals, the Sponsor shall require the School to 789 prepare and implement an academic improvement plan designed to improve 790 report card measures. 791 C. Weekly Monitoring. The Sponsor may require weekly in-person meetings with the 792 President of the Governing Authority and/or the School's principal or 793 superintendent to monitor and to review the School's progress towards the goals 794 of the improvement plan submitted pursuant to Section 2.4(A.) above. The date, 795 time, and location of all meetings shall be mutually determined by the Parties. At 796 797 the Sponsor's discretion, meetings may be in-person or held via teleconference, or videoconference. 798 799 D. Independent Monitor. If, in the Sponsor's sole discretion, the Sponsor determines that the School's violations of law or this Agreement require outside monitoring 800 and/or assistance, the Sponsor may require the School to hire an independent 801 monitor at the School's expense which expense and gualifications must be 802 reasonable and fit within the School's budget to oversee the implementation of 803 the improvement plan submitted pursuant to Section 2.4(A.) above. 804 805 E. Procedures Guidelines for School Violations of Law or this Agreement. Prior to applying a remedy other than seeking termination, suspension pursuant to ORC 806 3314.072, or probation pursuant to ORC 3314.073, the Sponsor shall, to the 807 extent practicable, engage in a due process procedure below: 808 a. The Sponsor shall give the School written notice of a deficiency. The 809 notice shall state the deficiency, the basis for the finding, the time by 810 which the Sponsor expects the deficiency to be remedied, and the 811 expected remedy. 812 813 b. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In non-emergency 814

- situations, this means the President of the Governing Authority or his
 designee shall be given an opportunity to meet with the Director of the
 Office of School Sponsorship or his designee to discuss the notice within
 five business (5) days.
- c. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies as provided in section 2.3.
- F. <u>Sponsor Violations of School Law or this Agreement</u>. If the School believes that
 the Sponsor has violated any provision of this Agreement or applicable law, the
 School may initiate dispute resolution procedures in accordance with Section 2.3.

824 Section 3

825 3.1 Governance

The School's Articles of Incorporation and Code of Regulations shall not conflict with the 826 School's obligation to operate in a manner consistent with this Agreement. The School's 827 Governing Authority will adopt and operate under policies that provide for governance of 828 829 the operation of the School in a manner consistent with this Agreement. The Governing Authority shall operate in accordance with these documents. Any material modification 830 of the Articles of Incorporation or the Code of Regulations shall be made in accordance 831 with the procedures described in Section 1.2(C) of this Agreement. As used herein, a 832 833 "material modification" shall mean a modification that deletes or materially reduces any existing rights of parents or other constituents, that significantly increases the number or 834 percentages of votes required to take major actions, that changes the selection method 835 or qualifications of the Governing Authority or changes the purpose of the entity. 836

837 3.2 Transparency

The School shall make Governing Authority adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Ohio Sunshine laws, and shall adopt and strictly enforce a conflict of interest policy and disclosure process. The **conflict of interest policy** shall address public officers, ethics, conflict rules, corporate conflict rules, and if an Internal Revenue Code (IRC) tax exempt entity, IRC conflict rules.

3.3 Contracting with an Operator or Management Company

Pursuant to relevant law, the School may contract with a third-party operator as defined 846 847 by ORC 3314.02(A)(8) for operational, administrative and instructional services. Such contract must include a termination clause and a provision or separate assurance as to 848 cooperation for Sponsor evaluations. The operator contract or management agreement 849 is attached as Attachment 7 and must meet the requirements of the Sponsor 850 **Operator Guidelines Appendix 3**. The Governing Authority shall retain authority for all 851 decisions mandated by law to be retained by the Governing Authority. In addition, the 852 853 Governing Authority must continue to contract with an independent treasurer and the Sponor will not approve any waivers or resolutions to allow the Operator or 854

855 Management Company to provide treasurer services for the School.

- 856 The School shall provide a copy of the agreement between the Operator or
- 857 Management Company and the Governing Authority within **ten (10)** business days of
- 858 entering into, modifying or renewing any Sponsor approved operator agreement.
- 859 The School shall follow applicable law, as they apply to community schools, related to
- procuring and contracting for goods and services and adhere to best practices,
- including standard related to arms-length negotiations and arrangements and conflicts
- of interest. The Sponsor encourages the School to adopt policies and procedures relating to the procurement and contracting of goods and services. The Sponsor may
- relating to the procurement and contracting of goods and services. The Sponsor may offer guidance on such policies and review contracts on a case-by-case basis as
- ⁸⁶⁵ requested by the School.
- The School shall employ an attorney who shall be independent of the operator for service related to the negotiation of the School's contract with the operator and other matters should the School and operator become averse to each other in any particular
- 869 matter.
- All new or renewed operator agreements entered into on or after February 1, 2016 must comply with ORC 3314.032(A) and shall include the following:
- A. The criteria to be used for early termination of the operator;
- B. The required notification procedure and timeline for early termination or non renewal of the operator contract; and,
- C. A stipulation of which entity owns all School facilities and property including, but
 not limited to, equipment, furniture, fixtures, instructional materials and supplies,
 computers, printers, and other digital devices purchased by the Governing
 Authority or operator. Any stipulations regarding the property must comply with
 the requirements of ORC 3314.0210.
- The operator agreement shall also require that if the Governing Authority contracts with an attorney, accountant or entity specializing in audits, and said entity shall also be independent from the operator.
- The School shall complete an evaluation of the Operator or Management Company annually in compliance with the standards set forth and developed by the Governing Authority of the School.

886 3.4 Volunteer Requirements

- Any requirement adopted by the School that requires parents to commit to or accrue a 887 number of volunteer hours shall be subject to a waiver process that considers individual 888 family circumstances, and the School shall not condition the continued enrollment of 889 any student on the commitment of the student's parents to provide any number of 890 volunteer hours or donations in lieu thereof. Volunteers that come into regular or 891 unsupervised contact with students shall be required to submit to a background check. 892 A copy of the School's volunteer policy and any changes thereto, if the School has such 893 a policy, shall be provided to the Sponsor. 894
- 895

896 3.5 Fiscal Year

The fiscal year for the School shall commence July 1 and end June 30 of each year.

898 Section 4

899 4.1 Operational Powers

The School shall be fiscally responsible for its own operations, and shall have authority 900 901 independently to exercise the following powers: contracting for goods and services; selecting and controlling curricula and educational programming; preparation of 902 budgets; selection, supervision, evaluation, and determination of compensation for 903 904 personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such 905 conditions prescribed by the donor as are consistent with law and this Agreement; and 906 907 adoption of policies and Code of Regulations consistent with the terms of this Agreement. The powers described in this paragraph may not be delegated. 908

Unless operations are suspended in accordance with ORC 3314.072 or this Agreement
is terminated prior to the end of a school year, the School must 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, but is not obligated to, assume operations of
the School as provided for in ORC 3314.073.

916 4.2 Evaluations and Trainings

- A. <u>Superintendent Evaluations</u>. The Governing Authority shall conduct an annual
 performance evaluation of the superintendent of the School. The evaluation shall
 be reported to the Sponsor. The Sponsor shall review the evaluation and may
 use information contained in the evaluation as part of the School's annual
 performance evaluation.
- B. <u>Employee Evaluations</u>: The superintendent or his/her designee shall conduct performance evaluations of the School's employees at least annually.
- C. <u>Annual Evaluations</u>. The Sponsor shall conduct an annual performance 924 evaluation of the School. This annual evaluation includes monitoring and 925 evaluating the academic and fiscal performance and the organization and 926 operation of the School. The Sponsor will review the past year's academic report 927 card measures with the Sponsor by August 15, 208, the most recent report card 928 for the School is Attachment 5. The Sponsor shall also perform a performance 929 evaluation in compliance with the Performance Framework attached as 930 **Appendix 2**. In addition, prior to any renewal of this Agreement but not less than 931 every five (5) years, the Sponsor shall conduct high-stakes review. This high-932 stakes review shall include a rigorous evaluation of the School's performance 933 including a review of the mission and vision statements, academic, financial, 934 operational and governance, over the term of this Agreement. The Sponsor's 935

- 936 Performance Framework may be modified from time-to-time upon the mutual 937 agreement of the Parties.
- D. <u>Compliance</u>. The Governing Authority and administration shall 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:
- 942 a. Annual file updates per checklists provided by the Sponsor;
- b. Annual on-site visits conducted by the Sponsor;
- 944
 945
 946
 c. School Improvement Plan implementation and reviews including the implementation of the Ohio Improvement Process and any Improvement Plans required by the Ohio Department of Education;
- 947 d. Monthly reviews of financials, enrollment records, and attendance 948 monitoring;
- 949 e. Access to read-only academic and financial data and data systems;
- 950f.Other appropriate requests for information, desk audits, or on-site visits951from the Sponsor, the Ohio Department of Education or the Auditor of952State.

953 **4.3 Transportation**

954 The Sponsor and the School acknowledge and agree that the School is not required to provide transportation to students attending the School, unless the student has an 955 individual education program that requires transportation as a related service. If the 956 School chooses to provide transportation, the School shall be solely responsible for 957 providing transportation services, if any, to students attending the School. In providing 958 all or partial transportation, the School shall comply and ensure that its teachers and 959 960 staff comply with all Ohio laws, including ORC 3314.091, and all Federal regulations related to student transportation. 961

962 **4.4 Food Services**

The School shall provide free- and reduced-price meals to needy students in a manner determined by the Department and in accordance with Governing Authority policy and applicable federal and state laws. Additional documentation as determined by the Department beyond free- and reduced-lunch status may be required for funding or accountability purposes.

968 4.5 Insurance

The School shall purchase insurance protecting the School and Governing Authority,

- 970 employees, and volunteers (if allowable by policy), and Sponsor where appropriate,
- 971 consisting of comprehensive general liability insurance, errors and omissions liability
- insurance (school entity liability insurance) and auto liability insurance. **The Sponsor**

973 shall be identified as an additional insured on the policy and certificate holder.

- The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below.
- A. <u>Comprehensive general liability</u>. \$1,000,000 per occurrence, \$2,000,000 (in the aggregated with an excess of umbrella policy extending coverage as broad as primary coverage in an amount no less than \$5,000,000.
- B. Officers, directors and Employee's errors and omissions. \$1,000,000.
- 980 C. <u>Property insurance</u>. As required by landlord or if building owned then sufficient
 981 insurance as determined by mortgage company or the replacement value of the
 982 property.
- D. <u>Motor vehicle liability</u>. If appropriate, \$1,000,000; and
- 984 E. <u>Workers' compensation</u>. As required by state law
- 985 All insurance certificates are attached as **Attachment 8**.

The Sponsor shall provide at least sixty (60) days' prior written notice if these coverage 986 limits are changed, and all changes shall be commercially reasonable. Insurance terms 987 and conditions must be reasonably acceptable to the Sponsor and underwritten by 988 insurers that are legally authorized in the State of Ohio and that are rated by A.M. Best 989 Company not lower than "A-VII". The School shall provide current certificates of 990 insurance to the Sponsor by July 1 annually. All the School's insurance policies 991 purchased by the School shall state that coverage shall not be suspended, voided, 992 cancelled, reduced in coverage or in limits, except after thirty (30) days prior written 993 notice by certified mail, return receipt requested, sent to the School and the Sponsor. 994 The School shall notify the Sponsor within ten (10) days if for any reason there is a 995 lapse in insurance coverage. The school is solely responsible for any deductibles 996 payable under the policies purchased by the School. 997

998 **4.6 Monies to be set aside in the event the School closes**

The School shall either maintain one month of operating expenses in its bank account at all times or establish an escrow account with at least \$5,000 solely established for the purposes of paying the cost of a treasurer through the closure and costs associated with the closure including securing and maintaining any school buildings, transferring records, and any other costs associated with the orderly closing of the School.

1004 4.7 Technology

- If the School applies for 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. All technology plans must be updated
 as required and submitted as required by law, rule or regulation.
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- 1010

1011 Section 5

1012 5.1 School Grade Levels

The School is authorized to serve students in grade 9 through grade 12. The School 1013 shall not enroll students in grades other than those specified in this Agreement. If the 1014 School seeks to change the authorized grade levels, the School shall provide a 1015 Governing Authority approved contract modification request including evidence to 1016 support increasing or decreasing the grade levels to the Sponsor not less than sixty (60) 1017 1018 days prior to the first day of school. Any change in school grade levels shall require a contract modification approval of the Sponsor, which shall not be unreasonably 1019 1020 withheld.

1021 5.2 Student Demographics

As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made by the School in a nondiscriminatory manner and in accordance with the enrollment

1024 preferences, selection method, timeline, and procedures described in **Attachment 9**.

1025 5.3 Maximum and Minimum Enrollment

The School and the Sponsor agree that during the term of this Agreement, the School's total enrollment shall not exceed the occupancy permit of the School's facility and site. The minimum enrollment is determined to be the lowest full-time equivalency enrollment necessary for financial viability, as reasonably determined by both Parties. However, the School must enroll a minimum of forty (40) students and with the admission requirements set forth in ORC 3314.06 and 3314.061.

1032 **5.4 Eligibility for Enrollment**

1033 The School shall limit enrollment of students accepted through the process outlined in 1034 section 5.5 Admissions Procedures, including enrollment procedures for students with 1035 disabilities, to those who meet the School's age and grade requirements, are not 1036 otherwise ineligible to enroll, or who meet the criteria in ORC 3314.06 or 3314.061. All 1037 enrollment decisions shall be made in accordance with applicable State and Federal law 1038 and policy. If the School utilizes a lottery, the School must ensure that it complies with 1039 ORC 3314.06(G) and the school admission and lottery policies.

1040 **5.5 Admissions Procedures**

1041 The admissions procedures shall at all times comply with ORC 3314.06 and, if

applicable, ORC 3314.061, and all applicable provisions of ORC Chapter 3314 and are
 specified in Attachment 9.

1044 5.6 Admission Process and Procedures for Enrollment of Students with 1045 Disabilities or a Section 504 Plan

1046 To ensure that the needs of students with disabilities are met, the following procedures 1047 must be followed:

- A. Following the application deadline and upon completing a lottery, if appropriate,
 the School shall obtain the most recent Individualized Education Plan (IEP) or
 Section 504 Plan and Evaluation Team Report (ETR), if any;
- B. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with the Individuals with Disabilities Education Act (IDEA), as well as Ohio's Operating Standards for the Education of Children with Disabilities and Sponsor requirements and procedures concerning the education of students with disabilities;
- C. When a student who has intensive service needs as identified by an IEP Team
 applies for admission into the School, the School Principal shall convene an IEP
 Team meeting; and,
- 1059 D. Upon admission of any handicapped and/or disabled student, the School shall 1060 comply with federal and state laws regarding the education of such students.

1061 **5.7 Participation in Schools**

No student may be jointly enrolled full-time in the School and another district or
 community school; however, students enrolled in the School may participate in career
 and technical programs and College Credit Plus programs.

1065 **5.8 Expulsion, Suspension and Denial of Admission**

The School shall immediately adopt a policy regarding suspension, expulsion, removal, 1066 and permanent exclusion of a student that specifies, among other things the types of 1067 misconduct for which a student may be suspended, expelled or removed and that due 1068 process related thereto and is included in Attachment 10. The School's policy and 1069 practice shall comply with the requirements of ORC 3313.66, 3131.661 and 3313.662. 1070 Those policies and practice shall not infringe upon the rights of disabled students as 1071 provided by state and federal law and the School must have a separate policy for the 1072 discipline, suspension, expulsion, removal or permanent expulsion of disabled students. 1073

1074 **5.9 Continuing Enrollment**

1075 Pursuant to Ohio law, students who enroll in the School shall remain enrolled in the 1076 School through the highest grade served by the School, absent expulsion or graduation 1077 and unless the student is properly withdrawn from the school.

1078 **5.10 Attendance**

The School shall immediately adopt a dismissal procedure and an attendance policy 1079 that includes a procedure for automatically withdrawing a student from the School if the 1080 student without legitimate excuse fails to participate in seventy-two (72) consecutive 1081 hours of the learning opportunities offered to the student. The School's attendance 1082 policy must be available for public inspection. The School's attendance policy and 1083 1084 participation records shall be made available, upon request, to the Department, Auditor of State, and Sponsor to the extent permitted by 20 USC 1232 g, the Family 1085 Educational Rights and Privacy Act (FERPA), ORC 3319.321, and any applicable rule 1086 or regulation thereto. 1087

1088 Section 6

1089 6.1 Vision, Mission, and School Goals

1090 The School shall follow the unique vision, mission, focus of the curriculum and specific goals of the School as set forth in Attachment 6, School Education Plan which has 1091 been approved by the Sponsor. The education plan shall include the School's mission, 1092 academic SMART goals, and instructional methods. The School shall be measured on 1093 their progress toward its goals annual using the attached Performance Framework. The 1094 School Education Plan must include a description of learning opportunities offered to 1095 students both classroom-based and non-classroom based. The School Education Plan 1096 shall not be modified or revised without prior written consent and approval of the 1097 1098 Sponsor.

1099 6.2 Sponsor Academics, Finance, Governance, and Operations Standards

The School shall meet or exceed Sponsor standards established for the School in the areas of academics, finance, governance and operations. The School shall be provided an evaluation of the school academic performance and future goals after the release of the 2017-2018 report card. The overall performance framework is attached in **Attachment 3**. The School acknowledges that these goals and indicators may change over time and that the Sponsor agrees to provide the School with prior notice and an opportunity for input into any proposed changes before they are finalized.

1107 6.3 Academically Exceptional Students

1108 The School shall identify academically low-achieving, at-risk students, and other

- 1109 "exceptional children" as defined by the Ohio Revised Code, Ohio Administrative Code,
- and any standards adopted by the State Board of Education, and shall provide its
- educational program to these students in a manner that appropriately serves their
- needs in accordance with applicable law, as set forth in this Agreement.

6.4 Program Specific Requirements - Computer Based/On-Line Programs, Blended or Dropout Prevention and Recovery Program

- 1115 Unless the School operates an on-line (e-school) as identified in paragraph 1.1(A), the
- 1116 School's educational program as currently operated and as reviewed by the Sponsor
- does not include an on-line program pursuant to ORC 3314.23 and the School is
- accordingly prohibited from offering such on-line programs unless necessary for
- distance learning during periods of school building closure. This paragraph does not
- apply to schools identified as on-line (e-schools) in paragraph 1.1(A).
- 1121 If the School operates a specialized program as identified in paragraph 1.1, the School
- shall comply with the Specialized Program Requirements set forth in **Appendix 4**.
- 1123

1125 6.5 Curriculum, Instructional Program and Pupil Performance Standards

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Agreement. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed the Ohio Learning Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

1132 The School shall timely administer the assessments which shall include statewide 1133 achievement and diagnostic tests, and at least one of the assessment tools identified in 1134 the educational program in **Attachment 6**, and any other assessments required by law 1135 or recommended by the Sponsor. The School must submit a calendar of assessments 1136 to the Sponsor prior to the start of each academic year.

- 1137 The Governing Authority shall notify the Sponsor in writing in advance of its intent to
- change assessment tools, and such changes shall be reflected in **Attachment 6**. The
- 1139 School shall satisfy the Sponsor performance standards outlined in **Appendix 2** and
- such other standards required by law or recommended by the Sponsor and agreed to
- 1141 by the School. The Governing Authority shall give the Sponsor advanced written notice 1142 of its desire to update the Education Plan as included in **Attachment 6**, however,
- 1143 changes will not be implemented without prior written approval by the Sponsor.
- 1144 The School may offer Credit Flexibility for students in grades 7 through 12 if the
- 1145 instructional program specifies the credit flexibility plan for the School, the School has
- adopted a program and process that is approved by the Sponsor, and an individualized
- 1147 credit flexibility plan is written for each student that includes goals, assessment, defines
- how the student will demonstrate knowledge and skills needed, and specifies how credit
- will be earned. The plan must state that if a student is not successful in demonstratingknowledge and skills, the student will not earn credit through credit flexibility.

1151 **6.6 Graduation Requirements**

- 1152 If the school serves High School, the School shall develop and submit to the Sponsor
- 1153 for approval a policy setting forth its graduation requirements that align with state
- graduation guidelines no later than August 1 of each year. In addition, the School may
- 1155 offer students the opportunity to earn the OhioMeansJobs Readiness Seal or other
- seals as may be approved by the Governing Authority on their Diplomas.

1157 6.7 English Language Learners

1158 The School shall provide resources and support to English language learners to enable 1159 them to acquire sufficient English language proficiency to participate in the mainstream 1160 English language instructional program. The School shall follow the State's procedures 1161 for identifying, assessing and exiting English language learners.

6.8 Education of Students with Disabilities

- A. The School shall be responsible to provide all special education support services to students at the School and may contract with entities to provide special education teacher(s) or related services subject to confirmation of appropriate licensing. The School shall assign other special education support staff as necessary to meet student needs.
- B. The School agrees to comply with all its policies and regulations and the
 requirements of federal and state laws and regulations concerning the education
 of children with disabilities and shall provide for the attendance of any School
 employees who should be present at any meetings at which IEPs are developed
 or modified.
- 1174 C. The School shall direct the development and/or modification of any IEP for 1175 special education students of the School.
- 1176 D. The Sponsor or the School may identify from time-to-time changes to the 1177 educational program of the School that
- 1178a. Are reasonably necessary to comply with applicable law for educating1179students with disabilities, or
- 1180b. Provide cost savings or other benefits in connection with education1181students with disabilities.
- 1182After good faith discussion of these changes with the School, the Sponsor shall1183have the right to require such changes necessary to comply with law and shall1184have the right to request other changes on behalf of students with disabilities.
- 1185 E. The School shall comply with Maintenance of Effort (MOE) requirements 1186 pursuant to Individuals with Disabilities Education Improvement Act (IDEA) of 1187 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34 C.F.R. section 300.203.
- 1188F. Special education supports and services shall be available to each student as1189part of the regular school day in accordance with the least restrictive environment1190mandate of federal and state law.

1191 **6.10 Assuring Adequate Yearly Progress**

1192 The School shall develop a plan of intervention for all students not found proficient or 1193 not making adequate yearly progress and submit it to the Sponsor for approval.

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1197 Section 7

1198 **7.1 Funding**

1199 The School must comply with ORC 3314.08 and properly report students into the Department's EMIS system pursuant to ORC 3301.0714 and corresponding regulations 1200 and guidance from the Department. The School agrees to update and correct all student 1201 participation information in EMIS including, without limitation, the percentage of time 1202 factor, the school calendar, the start and end date for student enrollment, and any 1203 special education information. Should the School receive a notice of overpayment 1204 directly or indirectly from the Department, the School shall notify the Sponsor within two 1205 (2) business days of such notice with a plan for repayment of any overpayment. 1206

1207 7.2 Financial Reporting

1208 The School shall comply with all standards for financial reporting pursuant to ORC 1209 3301.07(B)(2).

1210 A. A financial plan detailing an estimated School budget for each fiscal year of this Agreement and specifies the total estimated per pupil expenditure amount for 1211 each year is attached as Attachment 11. Each year of this Agreement, on or 1212 before June 30, a revised School financial plan shall be submitted by the 1213 Governing Authority to the Sponsor. The plan must detail estimated revenues 1214 and expenses for each fiscal year of the contract and must show a positive cash 1215 1216 flow in the first three (3) years. Revenues shall include the base formula amount that will be used for purposes of funding calculations under ORC 3314.08. The 1217 base formula amount for each year shall not exceed the formula amount defined 1218 under ORC 3317.02. All projected and actual revenue sources must be included 1219 in the plan and projected expense must include the total estimated per-pupil 1220 expenditure amount for each year. The plan shall also specify for each year a 1221 1222 percentage figure to be used for reducing the per-pupil amount of the subsidy calculated pursuant to ORC 3317.029 that the School is to receive that year 1223 under ORC 3314.08. The Financial Plan must describe the School's financial 1224 controls. 1225

1226 7.3 Fiscal Officer

A. Fiscal Officer. The Governing Authority shall designate a fiscal officer that is 1227 responsible for fiscal operations of the School. All money received by the 1228 School shall be placed in the custody of the fiscal officer. The designated 1229 fiscal officer shall be appropriately licensed and required to execute a bond in an 1230 amount and with surety as approved by the Governing Authority. The bond shall 1231 be payable to the State, conditioned for the faithful performance of all official 1232 duties required of the fiscal officer. The bond shall be deposited with the 1233 Governing Authority and a copy filed with the county auditor. The designated 1234 fiscal officer shall maintain the School's financial records in the same manner 1235 and method as is commonly used by traditional school districts, pursuant to rules 1236

of the Auditor of the State. The Governing Authority recognizes it is subject to 1237 audits pursuant to ORC 117.10. The Governing Authority shall use its best efforts 1238 to require the Licensed Fiscal Officer to include GAAP conversion or to contract 1239 out for GAAP conversion for the School. The Governing Authority shall ensure 1240 that it and its designated fiscal officer are fully compliant with the Auditor's office, 1241 including the provision of records and the completion of audit requirements. The 1242 Governing Authority shall ensure that the designated fiscal officer provides fiscal 1243 information and reports as required by law, this Agreement, and/or as designated 1244 from time-to-time by the Sponsor according to the time deadlines as set by the 1245 Sponsor necessary for the Sponsor to perform its oversight and monitoring 1246 responsibilities. The fiscal officer shall be independent from the operator with 1247 which the School has contracted and must control all School funds. A copy of the 1248 bond in the minimum amount of \$100.000 is attached with a copy of the fiscal 1249 officer contract as Attachment 12. If the fiscal officer changes, the Governing 1250 Authority must notify the Sponsor in writing within ten (10) business days. 1251

1253The Fiscal Officer shall participate in all pre-audit and post-audit conferences1254with the Auditor of State and shall notify the Sponsor of all conferences so that1255the Sponsor may participate in the conferences.

1257The Fiscal Officer shall oversee the School's finance committee which shall be a1258committee of the Governing Authority. The finance committee shall review all1259contracts, budgets, forecasts, disbursements, and monthly financial documents1260to ensure that the school remains fiscally viable and that it follows the annual1261budget and forecasts.

If the School should be declared unauditable under ORC 3314.51, the Governing 1263 Authority shall suspend and replace the Fiscal Officer and require his/her 1264 dedication to assist any replacement fiscal officer(s). The School agrees that the 1265 fiscal services agreement will state that the Fiscal Officer is primarily responsible 1266 for all closing procedures if the School closes. At the request of the Sponsor, the 1267 Governing Authority may be asked to remain in place until a final audit is 1268 completed if the School should close and must authorize that the Fiscal Officer 1269 and/or Fiscal Officer's agreement remain fully authorized to proceed to close the 1270 School. If the School closes or is permanently closed, the Fiscal Office shall 1271 deliver all financial and enrollment records to the Sponsor within thirty (30) days 1272 of the Schools Closure. The School shall work with their Fiscal Officer to meet all 1273 requirements in the Department School Closure process referenced in Appendix 1274 4. If the Fiscal Officer fails to provide the records in a timely manner, or fails to 1275 faithfully perform any of the Fiscal Officer's other duties, the Sponsor has the 1276 right to take action against the Fiscal Officer to compel delivery of all financial 1277 and enrollment records of the School and shall, if necessary, seek recovery of 1278 funds owed as a result of any findings of recovery by the Auditor of State against 1279 the Fiscal Officer. 1280

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- B. Fiscal Services Agreement. The Governing Authority must contract for fiscal 1283 services. The fiscal officer under such an agreement shall be employed by or 1284 engaged under a contract with the Governing Authority of the School, as required 1285 by ORC 3314.011(A). The agreement must require the fiscal officer to assist in 1286 all audits and provide closure and final, or special, audit services; and state that 1287 the fiscal officer is primarily responsible for all finance related portions of the 1288 closing procedures if the School closes. The agreement must authorize that the 1289 fiscal officer and/or the fiscal officer agreement remain authorized to proceed to 1290 close the School. The fiscal officer's agreement is attached with the fiscal officer 1291 bond as Attachment 12. 1292
- C. <u>ORC 3314.029(C) Bond</u>. The Sponsor may upon thirty (30) days written notice to the Governing Authority require the School to post and file a bond with the Superintendent of Public Instruction payable to the state which shall be used to pay the state any moneys owed by the School in the event the School closes as set forth in ORC 3314.029(C). The Governing Authority's failure to provide this bond upon receipt of proper notice and within a reasonable time to cure is grounds for immediate termination of the Agreement.
- 1301D.ORC 3314.50 -- Bond.If the School was opened after February 1, 2016 and1302required to post bond or written guarantee pursuant to ORC 3314.50, the School1303shall maintain the Bond or written guarantee with the Auditor of State. The1304School acknowledges that the Sponsor as a state agency cannot provide a1305written guarantee on behalf of the School.

1306 **7.4 Budget**

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On or before **October 1** of each year, the School shall submit to the Sponsor its 1307 proposed balanced budget for the following school year for Sponsor review for statutory 1308 1309 compliance and compliance with the terms and conditions of this Agreement. The School's budget shall ensure that the School carries at least one-month's cash reserves 1310 to continue operation of the School. The budget shall be prepared in accordance with 1311 ORC 3314.032 and the Department Guidance. If the School has entered into a contract 1312 with an operator, the budget must include a detail of all expenditures including a detail 1313 of payments to the Operator in the same format as required by the Auditor of State. The 1314 budget as approved by the Governing Authority and any subsequent approved revisions 1315 shall be submitted to the Sponsor along with the Governing Authority resolution 1316 approving the budget or budget revision. A material violation of this Section may result 1317 in the Sponsor initiating remedies described in Section 2.4. 1318

1319 **7.5 Enrollment Projections**

The School shall provide the Sponsor with its latest and best estimates of its anticipated
enrollment for the next school year with the submission of the May 5-year forecast
submission. The estimate is subject to review and approval by the Sponsor and must
be a reasonable estimate. The Parties agree that the purpose of this Section is to
provide information to allow the Sponsor to prepare its future budgets, advise the
School of its financial status, and that any information provided under this Section shall

- not be used by the Sponsor for the purpose of funding or for restricting the School's
- 1327 enrollment or otherwise inhibiting the growth of the School.

1328 7.6 Contracting

The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the Sponsor. To the extend agreeable by the contracting party, each contract or legal relationship entered into by the School shall include the following provisions:

- A. The contract acknowledges that the School is not an agent of the Sponsor, and
 accordingly contractor expressly releases the Sponsor from any and all liability
 under this agreement.
- 1337 B. Any financial obligations of the School arising out of this Agreement are subject 1338 to annual appropriation by the Governing Authority.

1339 7.7 Annual Audit

The School shall undergo an annual financial audit by the Auditor of State pursuant to 1340 ORC 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of 1341 1342 State or his designee of an audit, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meeting with the Auditor. The Sponsor shall 1343 maintain a presence at any and all meetings with the Auditor. All financial records must 1344 be kept in the same manner as financial records of school districts, pursuant to rules of 1345 the Auditor of State. Audits shall be conducted in accordance with ORC 117.10. The 1346 School shall notify Sponsor of all meetings with the Auditor of State or their designee. A 1347 draft of the results of the audit shall be provided to the Sponsor in written form each 1348 year. The School shall not waive any entrance or exit conferences or interviews 1349 with the Auditor of State or their designee and the Fiscal Officer must attend 1350 these meetings along with a designee of the School and the Sponsor. If the School 1351 receives comments or findings in its annual audit, the School shall have a post-audit 1352 conference and at least the President of the Governing Authority shall attend the post-1353 audit conference in addition to the Sponsor. 1354

1355 **7.8 Loans**

1356 The School shall not obtain any loans without sponsor approval and Governing

1357Authority approval of the application during an open meeting. The Governing

Authority may not permit an application for a loan to be submitted without prior

approval by the sponsor and Governing Authority approval and vote during a

1360 public meeting.

1361 The School shall not obtain loans or funding that encumbers state foundation 1362 payments or federal grants. No loans may be made by the School to any person 1262 or entity other than reasonable employee advances or to other related or

or entity other than reasonable employee advances or to other related or

- controlled entity, without Sponsor approval, which approval shall not be
 unreasonably withheld, conditioned or delayed.
- Should the School seek a loan from the School's Operator or Management
 Company, the School must obtain approval from the Sponsor and provide
 evidence that the School could not obtain funding from any other source. The
 Fiscal Officer must oversee the repayment of the loans and obtain a written loan
 agreement with interest at the fair market rate and a include a date by which the
- 1371 loan is due and payable.
- 1372 Section 8

1373 8.1 Employment of Teachers

At least one (1) full-time or two (2) part-time classroom teachers each working more 1374 than twelve (12) hours per week must be employed to work in the School. The full-time 1375 classroom teachers and part-time classroom teachers working more than twelve (12) 1376 hours per week shall be certified in accordance with ORC 3319.22 to 3319.31. Non-1377 certificated persons may teach up to twelve (12) hours per week in the School pursuant 1378 to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be 1379 no more than 30:1. If the School uses federal funds for the purpose of class size 1380 reduction by using title I or Title II-A funds, the schoolwide students to full-time 1381 equivalent classroom teacher ratio shall be no more than 25:1 based upon the State 1382 Operating Standard OAC 3301-35-05(A)(3). The School may employ non-teaching 1383 employees. Prior to the opening day of the School each year, the School will provide the 1384 Sponsor with proof of Ohio licensure/certification in the grade level and content area for 1385 a sufficient number of teacher to support the state teacher/student ratio and all courses 1386 and/or grade levels taught at the School. Although the Governing Authority may employ 1387 teachers and non-teaching employees necessary to carry out its mission and fulfill this 1388 Contract, no contract of employment shall extend beyond the expiration of this 1389 Agreement. All teachers and para-professionals shall meet the "highly qualified" 1390 standards as applicable and as set out in the last known law as "No Child Left Behind" 1391 or its successor law(s). The School shall provide the Sponsor with the roster and 1392 1393 meeting dates for the Local Professional Development Committee (LPDC) and the laws and rules governing LPDC must be implemented by the School. 1394

1395 8.2 Employee Status

1396 All employees hired by the School or the operator shall be employees of the School or operator and not the Sponsor. All employee discipline decisions shall be made by the 1397 School. The Sponsor shall have no obligation to employ School employees who are 1398 released or leave the School. Other terms of the employment relationship are described 1399 in the Employee Handbook submitted as part of the School's community school 1400 application. The Handbook may be amended or revised at the discretion of the School. 1401 1402 The School shall develop requirements and procedures for the disposition of employees in the event the School's Agreement is terminated or not renewed pursuant to ORC 1403 1404 3314.07.

1405 8.3 Criminal Records Check/Background/Fingerprinting

The School shall establish and implement procedures for conducting background checks (including a check for criminal records) for all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to ORCs 3319.39 and 3319.391. This includes ensuring that all independent contractors and companies that place employees in the school complete the requisite background checks. The School agrees that the Sponsor shall have access to these records upon request.

1413 8.4 Employee Benefits

The School must provide health and other benefits to all full-time employees, as set out 1414 in Attachment 13. Attachment 13 may be amended by the School from time-to-time; 1415 however, all such amendments shall be provided to Sponsor in writing within three (3) 1416 business days of amendment or change. In the event certain employees have 1417 bargained collectively pursuant to ORC Chapter 4117, the collective bargaining 1418 agreement supersedes Attachment 13 to the extent that the collective bargaining 1419 agreement provides for health and other benefits. The collective bargaining agreement 1420 1421 shall not, under any circumstances, be a part of this Contract.

If the School is the recipient of moneys from a grant awarded under the Federal Race to
the Top program, Division (A), Title XIV, Section 14005 and 14006 of the "American
Recovery and Reinvestment Act of 2009", Pub. L. No 111-5, 123 Stat. 115, the School
will pay teachers based upon performance in accordance with ORC 3317.141 and will

1426 comply with ORC 3319.111 of the Revised Code as if it were a school district.

1427 **8.5 Required Training for Teachers**

Each person employed by the School as a nurse, teacher, counselor, school 1428 psychologist or administrator shall complete at least four (4) hours of in-service training 1429 in the prevention of child abuse, violence and substance abuse and the promotion of 1430 1431 positive youth development within two (2) years of commencing employment with the School, and every five (5) years thereafter. Prior to opening day, the School will provide 1432 the Sponsor with proof of Ohio licensure/certification in each teacher's represented field 1433 and credentials and proof of background checks completed for all certified staff 1434 including nurse, counselor, school psychologist or administrator. Each classroom 1435 teacher initially hired by the School on or after July 1, 2013 and employed to provide 1436 1437 instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education. Beginning with the 2015-2016 school year, if 1438 the School is ranked in the lowest ten percent (10%) of all public-school buildings 1439 1440 according to performance index score, the School Governing Authority shall require each classroom teacher currently teaching in a core subject area in the building to 1441 demonstrate expertise by examination. 1442

1443
1445 Section 9

1446 9.1 Sponsor Fee

1447 The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will provide to the School, for and in consideration of providing these 1448 services to the School, the School shall pay Sponsor a fee of three percent (3%) of the 1449 total amount of payments received each year by the School from the State of Ohio. The 1450 fees are calculated from the Department issued community school settlement report 1451 identifying the amount of state funds paid to the School for the invoice period, the 1452 1453 applicable line being entitled "state payments before retirement funds" of the prior month's settlement report. Payments shall be made by the 30th day of each month, 1454 except for February which shall be on the 28th day. Failure to make required payments 1455 may result in Sponsor placing the School on probation, suspension or termination 1456 1457 pursuant to the terms of this Agreement.

In the event that the Department subsequently determines that the School received an 1458 overpayment of state foundation funds, the sponsorship fee shall be adjusted 1459 accordingly, in which case the Sponsor shall promptly refund the School the amount of 1460 the sponsorship fee overpayment. Likewise, in the event that the Department 1461 subsequently determines that the School received an underpayment of state foundation 1462 funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing 1463 Authority shall promptly pay the Sponsor the amount of the sponsorship fee 1464 underpayment. 1465

1466 Section 10

1467 **10.1 School Facility**

The School is authorized to locate and operate at 215 N. Trimble Road, Mansfield, 1468 Ohio. If the location is leased, the lease shall be signed unless it is in accordance with 1469 the budget approved by the Governing Authority and on file with the Sponsor. The 1470 1471 Sponsor shall have the right to inspect and approve the site before the lease is signed. Approval of the site shall not be unreasonably withheld provided, however, the 1472 Governing Authority must timely comply with ORC 3314.19 annually as to all matters of 1473 1474 assurances required by law, regardless of whether the facility is leased or purchased. The School shall include in the lease a contingency stating that the lease expires at the 1475 end or termination of the School's charter contract or some other contractual protection 1476 1477 so that the School does not get burdened with the lease if it loses the community school contract or its funding from the State of Ohio. The lease cannot contain any balloon or 1478 1479 payout provisions resulting from a breach or missed payment. Any facility used for the 1480 School shall meet all health and safety standards established by law for school buildings. Any lease agreement entered into by the Governing Authority to lease a 1481 facility for the School must contain a provision that it is an express condition of the lease 1482 1483 that the facilities leased meet all health and safety standards established by law for school buildings. 1484

Prior to entering into any lease or purchase agreements, the Governing Authority shall obtain an opinion from an independent licensed professional in the real estate field that verifies the lease or purchase agreement is commercially reasonable at the time and provides the fair market value of the property. This opinion shall be attached as an addendum to the lease or purchase agreement.

A description of the facility; a copy of the lease, deed, or other facility agreement; the 1490 annual costs associated with leasing the facility or annual mortgage principal and 1491 interest payments are attached as Attachment 14. Subsequent amendments, 1492 modifications or renewals thereof of the lease and all related documents shall be 1493 provided to the Sponsor to update this Agreement. Attachment 14 will include the 1494 physical and/or mailing address utilized by the School. The School shall obtain all 1495 applicable use permits or certificates of occupancy necessary for the facilities owned or 1496 leased by it to be used and occupied as a school. The Sponsor shall have access at all 1497 1498 reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 2.1(A) above. 1499

1500 The Governing Authority recognizes the rights of public health and safety officials to 1501 inspect the facilities of the School and to order the facilities closed if those facilities are 1502 not in compliance with health and safety laws and regulations.

The Department as the community school oversight entity has the authority to suspend the operations of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the School that poses an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.

1508 Section 11

1509 **11.1 Continuation of Sponsorship (Renewal) Timeline and Process**

The School shall submit its application for continued sponsorship in compliance with the 1510 1511 timeline and format published by the Sponsor on its website and such application shall be made available at least sixty (60) days prior to the date on which the application is 1512 due. All applications are subject to the Sponsor completing a high stakes review 1513 pursuant to section 4.2(C) and review of the school's score over the term of the contract 1514 on the sponsor's performance framework evaluation as described in section 4.2(C). The 1515 Sponsor shall provide a decision to the School on the application no later than January 1516 1517 15 of the year in which the Agreement expires, or by a mutually agreed upon date following an informal hearing where the School shall have the opportunity to address 1518 the Sponsor about its renewal request. If the Sponsor decides to deny an application or 1519 1520 not to accept an application, it shall detail the reasons in its letter to the School.

1521 **11.2 Application Contents**

In addition to contents required by law and the Department, the application may include
 comments and additional information provided by the School about its progress toward
 meeting the Sponsor's indicators and meet the statutorily required criteria as set forth in

1525 ORC 3314.029. The timeline and format of the application shall be provided to the 1526 School by the Sponsor and shall be posted on the Sponsor's website.

1527 **11.3 Criteria for Applications or Non-Renewal and Revocation**

1528 The Sponsor may terminate, revoke or deny renewal or an application for any of the

grounds provided by state law, ORC 3314.07, as they exist now or may be amended;

upon the failure of the School to meet renewal criteria, or material breach of thisAgreement.

- All applications must be submitted within the timeframe stated in the application and
- must be complete. No incomplete applications will be accepted. All application
- 1534 materials will be provided to the School sixty (60) days before the due date.

1535 **11.4 Non-Renewal Appeal Procedures**

The Sponsor shall provide the School written notice of the grounds for termination or non-renewal by January 15 of the year the Sponsor intends to take action pursuant to ORC 3314.07. Any appeal shall be in accordance with the requirements of ORC 3314.07.

If this Agreement is terminated or not renewed by the Sponsor pursuant to ORC
3314.07(B)(1)(a) or (b), the School shall close permanently at the end of the current
school year or on the date specified in the notification of termination or nonrenewal and
shall not enter into a contract with any other sponsor, in which case the following
procedures, in additional to the Department's closing procedures adopted in compliance
with ORC 3314.015(E), shall apply:

- Regarding employees, if there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed. In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.
- Upon termination of this Agreement, or upon dissolution of the Ohio non-profit
 corporation upon which the School was established, all equipment, supplies, real
 property, books, furniture or other assets of the School shall be distributed in
 accordance with ORC 3314.074 and the Governing Authority's Articles of
 Incorporation and Code of Regulations.
- Upon request of the Sponsor, the Governing Authority, School, and/or their
 agents will immediately provide the Sponsor any and all documentation and
 records, including, but not limited to, financial records deemed necessary by the
 Sponsor to facilitate the School's closure. This transmittal of documentation and
 records to the Sponsor excludes all students' educational records, which should
 be forwarded to the individual student's school district of residence.
- In accordance with ORC 3314.44, The School's superintendent, as chief
 administrative officer of the School, shall take all reasonable steps necessary to
 collect and assemble the students' educational records in an orderly manner and

- 1565transmit the records to the student's school district of residence within seven (7)1566business days of the School's closing.
- The School also hereby agrees that it will cooperate fully with the Sponsor to
 complete the appropriate procedures and paperwork as outlined by the Sponsor,
 the Department, or in statute in the event the School is closed. Any refusal by the
 School to cooperate fully with Sponsor will be considered a material breach of
- 1571 this Agreement and may serve as the basis for any other injunctive relief.

1572 **11.5 School-Initiated Closure**

1573 Should the School choose to terminate this Agreement, it may do so in consultation with 1574 the Sponsor at the close of any school year and upon written notice to the Sponsor. The 1575 School must meet all closure requirements as set forth in the closure procedures

adopted by the Department pursuant to ORC 3314.015(E).

1577 **11.6 Dissolution**

1578 In the event the School should cease operations for whatever reason, including the non-

renewal or revocation of this Agreement, the Sponsor shall supervise and have

authority to conduct the winding up of the business and affairs for the School, provided,

1581 however, that in doing so, the Sponsor does not assume any liability incurred by the

1582 School beyond the funds allocated to it by the Sponsor under this Agreement. Should

the School cease operations, the Sponsor maintains the right to continue the School'soperations as a Sponsor facility until the end of the school year. The Sponsor's authority

- 1585 hereunder shall include, but not be limited to:
- A. The return and/or disposition of any assets acquired by purchase or donation by
 the School during the time of its existence, subject to the limitations of Section
 11.7 below; and,
- 1589 B. Provide student records to the traditional district where the student resides or 1590 transfer of records to the school where the student is now enrolled.

School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the Sponsor's request and counseling with students to facilitate appropriate reassignment. The School must meet all closure requirements as set forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

1596 **11.7 Distributing Assets of School**

1597 The School agrees to comply with ORC 3314.074 in distributing the assets of the 1598 permanently closed school.

1599

1600

1601

1602 Section 12

1603 **12.1 Order of Precedence**

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Agreement shall take precedence over policies of either party and the Application; applicable policies of the Sponsor that have not been waived shall take precedence over policies and practices of the School and the Application; and polices of the School and mutually-acceptable practices developed during the term of the community school contract shall take precedence over the Application.

1611 **12.2 Amendments**

1612 This agreement maybe amended or modified to reflect changes in Ohio Revised Code

- 1613 or Ohio Administrative Code. Such amendments will be submitted to the School's
- 1614 Governing Authority by the Sponsor and shall specify the provisions being amended
- and the corresponding references in Ohio Revised Code or Ohio Administrative Code.
- 1616 At the School's request, the Sponsor may approve modifications of the School's
- 1617 academic goals and objectives based upon school academic progress. Such changes
- 1618 or amendments to the School's academic goals and objectives must be approved by the
- 1619 Sponsor and the School's Governing Authority.
- 1620 Other than amendments to address changes in Ohio Revised Code or Ohio
- 1621 Administrative Code, no amendment to the Agreement shall be valid unless ratified in
- 1622 writing by the Sponsor and the School Governing Authority and executed by authorized
- 1623 representatives of the Parties.

1624 **12.3 Merger**

- 1625 This Agreement contains all terms, conditions, and understandings of the Parties
- relating to its subject matter. All prior representations, understandings, and discussions are merged herein and superseded by this Agreement.

1628 12.4 Non-Assignment

- 1629 Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or
- 1630 obligations to any such accruing to the Party under this Agreement unless the other
- 1631 Party agrees in writing to any such assignment. Such consent shall not be unreasonably
- 1632 withheld, conditioned or delayed.

1633 **12.5 Governing Law and Enforceability**

- 1634 This Agreement shall be governed and construed according to the Constitution and
- Laws of the State of Ohio. If any provision of this Agreement or any application of this
- Agreement to the School is found contrary to law, such provision or application shall
- 1637 have effect only to the extent permitted by law. Either party may revoke this Agreement

if a material provision is declared unlawful or unenforceable by any court of competent
jurisdiction or the Parties do not successfully negotiate a replacement provision. The
Parties agree, that upon any material changes in law that may materially impact the
relationship of the Parties, the Parties shall as soon as reasonably practical after the
effective date of such change in law, amend this Agreement to reflect such change in
law.

1644 **12.6 No Third-Party Beneficiary**

1645 The enforcement of the terms and conditions of this Agreement and all rights of action 1646 relating to such enforcement shall be strictly reserved to the Sponsor and the School 1647 subject to Section 2.3 of this Agreement. Nothing contained in this Agreement shall give 1648 or allow any claim or right of action whatsoever by any other or third person. It is the 1649 express intent of the Parties to this Agreement that any person receiving services or 1650 benefits hereunder shall be deemed an incidental beneficiary only.

1651 **12.7 No Waiver**

1652 The Parties agree that no assent, express or implied, to any breach by either Party of

any one or more of the provisions of this Agreement shall constitute a waiver or any

1654 other breach.

1655 **12.8 Notice**

Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, or three (3) days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated Sponsor representative for notice to the Sponsor, at the addresses set forth below. Either party may change the address for notice by giving prior written notice to

the other party.

1664

Sponsor:	School:
Director Office of Ohio School Sponsorship Ohio Department of Education 25 South Front Street Columbus, Ohio 43215-4183	

1665 **12.9 Severability**

1666 If any provision of this Agreement is determined to be unenforceable or invalid for any 1667 reason, the reminder of the Agreement shall remain in full force and effect, unless 1668 otherwise terminated by one or both Parties in accordance with the terms contained 1669 herein.

1670 12.10 Interpretation

- A. <u>Standards of Compliance</u>. In the event of any disagreement or conflict
 concerning the interpretation or enforcement of this Agreement, the Application,
 and Sponsor policies, procedures, regulations, or other requirements, unless
 waived, and compliance by the school therewith shall be required and measured
 in the same manner as may be applied and expected by the Sponsor of
 otherwise-comparable Sponsor schools.
- Business Days. As used in this Agreement "business day" means any day other
 than a Saturday or Sunday or a day on which government institutions in the state
 of Ohio are closed.
- C. <u>Counterparts; Signature by Facsimile</u>. This Agreement may be signed in
 counterparts, which when taken together, shall constitute one original
 Agreement. Signatures received by facsimile by either of the Parties shall have
 the same effect as original signatures.
- 1684 D. <u>Conflict with Exhibits</u>. In the event of conflicts or inconsistences between this 1685 Agreement, the Attachments, or the Application, such conflicts or inconsistences 1686 shall be resolved by reference to the documents in the following order of priority: 1687 first, the terms of this Agreement; second, the attachments; and, last the 1688 application.
- 1689 Executed by the following on the dates provided below.

1690

Ohio Department of Education	School
	\square
Paolo DeMaria	By:Jerry Saunders Its: Board President
Superintendent of Public Instruction	Its: Board President

1692

1691

1693 Appendices

Appendix 1:	Sponsor Opening Conditions
Appendix 2:	Sponsor Performance Framework
Appendix 3:	Sponsor Operator Guidelines
Appendix 4:	Specialized Education Model Requirements
Appendix 5:	Department Closure Requirements

1695 Attachments

Attachment 1:	Articles of Incorporation and Appointment of Statutory Agent
Attachment 2:	Tax Exempt Status
Attachment 3:	Governing Authority Membership and Description of How Governing Authority will be Selected in the Future
Attachment 4:	Code of Regulations (Bylaws)
Attachment 5:	Organizational Chart & Job Descriptions
Attachment 5	School Improvement Goals & Local Report Card
Attachment 6:	School Education Plan
Attachment 7:	Operator Contract or Management Agreement
Attachment 8:	Insurance Certificates
Attachment 9	Enrollment Preferences, Selection Method, Timeline, and Procedures
Attachment 10	Expulsion, Suspension and Denial of Admissions Procedures
Attachment 11:	Financial Plan (Five Year, Year One Budget and Narrative)
Attachment 12:	Fiscal Officer Bond and Fiscal Officer Contract
Attachment 12	Employee Benefits
Attachment 14:	School Facility Description and/or Lease

School Opening and Closure Assurances

As the School Governing Authority President/Chairperson of I certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As the School Governing Authority President/Chairperson, if should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints _______ (school leader is customarily recommended as designee), as Designee, to coordinate the opening and closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the Sponsor at the time of the School's closing are fully completed and all records are documented and submitted as required.

The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Ohio Department of Education Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the responsibilities as assigned should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law. Additionally, should Governing Authority, treasurer or designee fail to ensure that all closing requirements are fulfilled the Sponsor will manage the closure process and may require the Governing Authority to reimburse the Sponsor for costs associated with closure.

Acknowledged and agreed to by the following parties:

Governing Authority

Date

Treasurer

Date

Designee

Date

Print Designee Name/Title

	SCHOOL IRN & NAME: #N/A								
			ACADEMIC SCHOOL PER	FORMANCE TARGETS AND	DMETRICS				
	MOST RECENT COMPLETED				RATING SCALE				
	SCHOOL YEAR	RUBRIC	EXCEEDS THE	MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT			
		RATING	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED		
	ACADEMIC INDICATORS	RECEIVED	(6) points	(4) points	(2) points	(0) points	FOR THIS SCHOOL		
					D and is below statewide				
1.	Performance Index Grade		A, B or exceeds the overall	C or meets the overall	average; or has shown a	F and below the statewide			
±.	renormance index orade		statewide average	statewide average	10 point improvement	average			
					over prior year				
2.	Progress Grade		A or B	С	D	F			
			School shows evidence of	School shows evidence of	School shows evidence of				
3.	Mission Specific Sponsorship Contract		exceeding mission	meeting mission specific	meeting some, but not all	specific SMART goals is not			
	S.M.A.R.T Goals		specific contract SMART	contract SMART goals	of its mission specific	provided or school is not			
			goals	C	contract SMART goals	meeting the goals			
			Exceeds performance index of district of	Meets performance index	Falls below performance	Falls below performance			
4.	Performance Index vs. District of Residence		residence of student's	of district of residence of	index of district of	index of district of residence			
				student's attending school	residence by 1-20 points	by more than 20 points			
	Performance Index vs. Statewide Similarly		attending school						
	Situated Community Schools (Similar								
	schools are based on the community		Exceeds performance	Meets performance index	Falls below performance	Falls far below performance			
5.	school's characteristics: 1) Brick and mortar;		index average	average gathered	index average gathered	index average gathered			
	2) E-school; 3) Special Education; and 4)		_						
	Dropout Prevention and Recovery								
			Average passing rate for	Average passing rate for	Average passing rate for	Average passing rate for all			
			all grades in reading and	all grades in reading and	all grades in reading and	grades in reading and math			
6.	Achievement - Indicators met		math exceeds 50% on	math is 41-50% on school	math is below 31-40% on	on school administered norm			
			school administered norm	administered norm	school administered norm	referenced test is 30% or			
			referenced tests	referenced test	referenced test	below			
7.	Progress - Multi-Year Index Overall		Multi-year index is above	Multi-year index is in the	Multi-year index is below	Multi-year index is below -2			
	-		1	range of ± 1	-1				
	TOTAL PAGE 1 OF ACADEMIC INDICATORS	0							

	SCHOOL IRN & NAME: #1	N/A				
		ACADEMIC SCHOOL PERI	FORMANCE TARGETS ANI	D METRICS		
				RATING SCALE		
	RUBRIC	EXCEEDS THE	MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT	
	RATING	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED
	ACADEMIC INDICATORS RECEIVED	(3) points	(2) points	(1) point	(0) points	FOR THIS SCHOOL
8.	Achievement Grade	A or B	С	D	F	
9.	Graduation Rate 4 Year	89-100%	84-88.9%	79-83.9%	Below 79%	N/A
10.	Graduation Rate 5 Year	90-100%	85-89%	80-84%	Below 80%	N/A
11.	Graduation Rate 6 Year	90-100%	85-89%	80-84%	Below 80%	N/A
12.	Graduation Rate 7 Year	90-100%	85-89%	80-84%	Below 80%	N/A
13.	Graduation Rate 8 Year	90-100%	85-89%	80-84%	Below 80%	N/A
14.	K-3 Literacy Improvement	A or B	С	D	F	Not Rated
15.	Value Added: Students w/ Disabilities	A or B	С	D	F	Not Rated
16.	Value Added: Lowest 20%	A or B	С	D	F	Not Rated
17	AMOs (Achievement Gap Closing)	A or B or Exceeds	C or Meets Standards	D or Does Not Meet	F	
	х I С,	Standards		Standards	1	
	High School Test Passage Rate	36.0-100%	1.0-35.9%	0-0.9%		N/A
19.	Prepared for Success Component Grade	A or B	С	D	F	N/A
20.	Student Subgroups: Attendance Rates	Significant disaggregated group(s) exceed attendance rate of all students	Significant disaggregated group(s) meet attendance rate of all students	Significant disaggregated group(s) fall below attendance rate of all students	Significant disaggregated group(s) fall 10% or more below attendance rate of all students	
21.	Student Subgroups: OLEPA Scores for English Learners	OELPA scores from prior to current year show significant evidence of closing achievement gaps for LEP students	OELPA scores from prior to current year trend toward closing achievement gaps for LEP students	OELPA scores from prior to current year show no evidence of closing	OELPA scores from prior to current year show evidence of negative growth for LEP students	Not Rated
22.	Number of 12th Grade Students Earning Points for Graduation	More than 75% of Students Earned 18 Points	75% of Students Earned 18 Points	Less than 75% of Students Earned 18 Points	Less than 50%	N/A
23.	Local Assessments	Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown	
24.	Overall Value Added vs. District of Residence or Most Frequent Attendance Area	School VA grade exceeds VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is the same as VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is 1 designation below VA grade of District of Residence or Most Frequent Attendance Area	School VA grade 0 is more than 1 designation below VA grade of District of Residence or Most Frequent Attendance Area	
	TOTAL PAGE 2 OF ACADEMIC INDICATORS					

	SCHOOL IRN & NAME:	#1	N/A				
		RUBRIC	ACADEMIC SCHOOL PERF EXCEEDS THE STANDARD	ORMANCE TARGETS AN MEETS THE STANDARD	D METRICS RATING SCALE PROGRESS TOWARD THE STANDARD	NEEDS IMPROVEMENT TO THE STANDARD	NOT CALCULATED
	ACADEMIC INDICATORS RE	CEIVED	(3) points	(2) points	(1) point	(0) points	FOR THIS SCHOOL
25.	Value Added vs. Statewide		Exceeds overall VA statewide average	Meets overall VA statewide average	Falls below overall VA statewide average	Falls far below overall VA statewide average	
26.	Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor)		Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio		
	TOTAL PAGE 3 OF ACADEMIC INDICATORS TOTAL PAGE 2 OF ACADEMIC INDICATORS TOTAL PAGE 1 OF ACADEMIC INDICATORS TOTAL OF ACADEMIC INDICATORS						

	ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS								
				RATING SCALE					
	OVER THE CONTRACT TERM OR	RUBRIC	EXCEEDS THE	MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT			
	MINIMUM OF (3) YEARS OF DATA	RATING	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED		
	2018-2019SY, 2019-2020SY, 2020-2021SY	RECEIVED	(3) points	(2) points	(1) point	(0) points	FOR THIS SCHOOL		
27	Performance Index		(3) Year Average Grade is	(3) Year Average Grade is	(3) Year Average Grade is	(3) Year Average Grade is F			
21.	r enormance index		A or B	С	D	(5) Tear Average Grade is T			
28	K-3 Literacy		(3) Year Average Grade is (3) Year Average Grade is (3) Year Average Grade is (3) Year Average	(3) Year Average Grade is F					
20.	K 5 Elicitacy		A or B	С	D	(3) Teal Average of ade 13 T			
29.	Progress Grade (Value Added Overall)		(3) Year Average Grade is	(3) Year Average Grade is	(3) Year Average Grade is	(3) Year Average Grade is F			
29.	riogress Grade (value Added Overall)		A or B	С	D	(3) Teal Average Oracle is T			
	TOTAL OF (3) YEARS OF DATA								
	TOTAL OF ACADEMIC INDICATORS								
	TOTAL OF 3 YEARS OF DATA AND								
	ACADEMIC INDICATORS								

	SCHOOL IRN & NAME	: #I	N/A				
	MOST RECENT COMPLETED				RATING SCALE		
	SCHOOL YEAR	RUBRIC	EXCEEDS THE	MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT	
	ORGANIZATION & OPERATIONS	RATING	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED
	INDICATORS	RECEIVED	(3) points	(2) points	(1) point	(0) points	FOR THIS SCHOOL
			School is compliant for 90-	School is compliant for 80	School is compliant for 70-	School is compliant for less	
1.	On-time Records Submission		100% of ORC/OAC	89% of ORC/OAC required	79% of ORC/OAC required	than 70% of ORC/OAC	
			required items	items	items	required items	
2.	Five-Year Forecast Submission		N/A	May and October forecasts approved and submitted on time	May and October forecasts approved and submitted 1-15 days after deadline	May and October forecasts approved and submitted 16 or more days after deadline	
3.	Governance-Required Number of Board Members		N/A	5 sponsor approved members	4 sponsor approved members for (2) or more consecutive meetings	3 or fewer sponsor approved members for (2) or more consecutive meetings	
4.	Governance-Proper Meeting Notices		N/A	Timely public notice provided for all meetings, reschedules, and cancellations	Timely public notice not provided for (2) meetings, reschedules, or cancellations	Timely public notice not provided for (3) or more meetings, reschedules, or cancellations	
5.	Governance-Required Board Member Training		N/A	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 100% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 80-99% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for less than 80% of board members	
6.	Governance-Board Member Qualifications		N/A	Resume, BCI/FBI, and COI on file within 30 days of appointment or expiration for 100% of board members	Resume, BCI/FBI, & COI on file within 30 days of appointment or expiration for 80-99% of board members	Resume, BCI/FBE, & COI on file within 30 days of appointment or expiration for less than 80% of board members	
7.	Governance-Board Member Attendance		Overall member attendance is greater than 90%	Overall member attendance is between 80- 90%	Overall member attendance is between 70- 80% OR any (1) member misses (3) or more meetings	Overall member attendance is less than 70% OR more than (1) member misses (3) or more meetings	
	TOTAL ORGANIZATION & OPERATIONS						
	INDICATORS						

	SCHOOL IRN & NAME:	#	N/A				
	MOST RECENT COMPLETED				RATING SCALE		
	SCHOOL YEAR	RUBRIC	EXCEEDS THE	MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT	
		RATING	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED
	LEGAL INDICATORS	RECEIVED	(3) points	(2) points	(1) point	(0) points	FOR THIS SCHOOL
			School is compliant for 90-	School is compliant for 80-	School is compliant for 70	School is compliant for less	
8.	Records Compliance		100% of contract required	89% of contract required	79% of contract required	than 70% of contract	
			items	items	items	required items	
9.	LEA Special Education Performance Determination		N/A	School does not have an ODE special education corrective action plan (CAP) at the end of the current school year	School has an ODE special education corrective action plan (CAP) at the end of the current school year and it is progressing towards compliance	School has an ODE special education corrective action plan (CAP) at the end of the current school year but is NOT progressing towards compliance	
10.	Pre-Opening Assurances		N/A	School met all pre- opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	N/A	School did NOT meet all pre- opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	
11.	Annual Report		N/A	School Annual Report submitted AND made available to parents by the due date	N/A	School Annual Report NOT submitted or NOT made available to parents by the due date	
12.	Emergency Management Plan		N/A	Emergency Management Plan approved and current	N/A	Emergency Management Plan NOT submitted on time, approved or expired	
	TOTAL LEGAL INDICATORS						

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS									
				RATING SCALE					
OVER THE CONTRACT TERM OR	RUBRIC	EXCEEDS THE	MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT				
MINIMUM OF (3) YEARS OF DATA	RATING	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED			
2018-2019SY, 2019-2020SY, 2020-2021SY	RECEIVED	(3) points	(2) points	(1) point	(0) points	FOR THIS SCHOOL			
Combined Overall Compliance Indicator		(3) Year Average Indicator	(3) Year Average Indicato	r (3) Year Average Indicator	(3) Year Average Indicator				
Rating		Rating is Exceeds.	Rating is Meets.	Rating is Does Not Meet.	Rating is Falls Far Below.				
TOTAL OF (3) YEARS OF DATA									
TOTAL OF LEGAL INDICATORS									
TOTAL OF ORGANIZATION AND									
OPERATIONS INDICATOR									
TOTAL OF 3 YEARS OF DATA, LEGAL									
INDICATORS AND ORGANIZATION AND									
OPERATIONS INDICATORS									

	SCHOOL IRN & NAME:	#1	N/A						
	FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS								
					RATING SCALE				
	MOST RECENT COMPLETED RUBRI	С	EXCEEDS THE	MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT			
	SCHOOL YEAR RATIN	G	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED		
	FINANCIAL INDICATORS RECEIV	ED	(6) points	(4) points	(2) points	(0) points	FOR THIS SCHOOL		
1.	Current Ratio		Current ratio is 1.1 or better	Current ratio is between 1.0 and 1.1 and current year trend is positive	Current ratio is between .9 and 1.0 or between 1.0 and 1.1 and current trend is negative	Current ratio is below .9			
2.	Unrestricted Days of Cash		School has 60 days cash available	School has between 30 and 60 days cash available	School has between 15 and 30 days cash available	School has less than 15 days cash available			
3.	Debt Management		School carries no debt	School meets all debt requirements and is not delinquent on payments	School has missed payments	School is in default on any debt service			
4.	Debt Coverage Ratio		School's debt ratio is above 1.2	School's debt ratio is between 1.1 and 1.2	School's debt ratio is between 1.0 and 1.1.	School's debt ratio is below 1.0			
5.	Total Expense Variance		School's expenses are less than 95% of projected	School's expenses are between 95-100% of projected	School's expenses are between 100-110% of projected	School's expenses are more than 110% of projected			
6.	Total Revenue Variance		School's revenues are more than 100% of projected	School's revenues are between 95-100% of projected	School's revenues are between 90-95% of projected	School's revenues are below 90% of projected			
7.	Sponsor Reporting		All reports and response submitted by deadline	No more than (2) reports or responses submitted no more than (5) days late	Between (3-4) reports or responses submitted no more than (5) days late	More than (4) reports submitted late or any responses more than (5) days late			
	TOTAL FINANCIAL INDICATORS PAGE 1								

			FISCAL SCHOOL PERFO	DRMANCE TARGETS AND	METRICS		
					RATING SCALE		
	MOST RECENT COMPLETED	RUBRIC	EXCEEDS THE	MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT	
	SCHOOL YEAR	RATING	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED
	FINANCIAL INDICATORS	RECEIVED	(6) points	(4) points	(2) points	(0) points	FOR THIS SCHOOL
8.	Audit Findings		School's most recent audit contains (0) findings and (0) management letter comments	Schools' most recent audit contains (0) findings and no more than (2) management letter comments	School's most recent audit contains (0) findings and between (2-5) management letter comments	(5) or more management letter comments	
9.	Enrollment Sustainment		Final FTE is >90% of beginning FTE	Final FTE is between 85- 89% of beginning FTE	Final FTE is between 75- 84% of beginning FTE	Final FTE is <75% of beginning FTE	
10.	Enrollment Variance		Enrollment is above 95% of projection	Enrollment is 90-95% of projection	Enrollment is between 85- 89% of projection	Enrollment is below 85% of projection	
	TOTAL FINANCIAL INDICATORS PAGE 2						
TOTAL FINANCIAL INDICATORS PAGE 1							
	TOTAL FINANCIAL INDICATORS PAGES 1 AND 2						

	SCHOOL IRN & NAME:	#	N/A				
		OV	ERALL FINANCIAL SCHOOL	PERFORMANCE TARGE	TS AND METRICS		
					RATING SCALE		
OV	VER THE CONTRACT TERM OR	RUBRIC	EXCEEDS THE	MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT	
MI	INIMUM OF (3) YEARS OF DATA	RATING	STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED
202	018-2019SY, 2019-2020SY, 2020-2021SY	RECEIVED	(3) points	(2) points	(1) points	(0) points	FOR THIS SCHOOL
	Combined Overall Fiscal Indicator Rating		(3) Year Average Indicator	(3) Year Average Indicate	or (3) Year Average Indicator	(3) Year Average Indicator	
	Shibiled Overall Fiscal Indicator Rating		Rating is Exceeds	Rating is Meets	Rating is Does Not Meet	Rating is Falls Far Below	
TO	DTAL OF (3) YEARS OF DATA						
TO	DTAL FINANCIAL INDICATORS PAGES 1						
AN	ND 2						
TO	DTAL (3) YEARS OF DATA AND TOTAL						
FIN	NANCIAL INDICATORS						

OVERALL SCHOOL PERFORMANCE TARGETS AND METRIC	CS SUMMARY
	RUBRIC RATING
ACADEMIC SCHOOL PERFORMANCE	0
COMPLIANCE SCHOOL PERFORMANCE	0
FISCAL SCHOOL PERFORMANCE	0
TOTAL SCHOOL PERFORMANCE	0

Operator/Management Company Agreement Guidelines

- 1. The maximum term of an Operator/Management Company agreement must not exceed the term of the community school contract. After the second year that the Operator/Management Company agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
- 2. Operator/Management Company agreements must be negotiated at 'arms-length.' The community school's board and Operator/Management Company must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
- 3. No provision of the Operator/Management Company agreement shall interfere with the community school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the school. No provision of the Operator/Management Company agreement shall prohibit the community school board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Ohio Sunshine Law.
- 4. An Operator/Management Company agreement shall not restrict the community school board from waiving its governmental immunity or require a board to assert, waive or not waive its governmental immunity.
- 5. No provision of an Operator/Management Company agreement shall alter the community school board's treasurer's legal obligation to direct that the deposit of all funds received by the community school be placed in the community school's account.
- 6. Operator/Management Company agreements must contain the following methods for paying fees or expenses: the community school board may pay or reimburse the Operator/Management Company for approved fees or expenses upon properly presented documentation and approval by the board.
- 7. Operator/Management Company agreements shall provide that the financial, educational and student records pertaining to the community school are community school property and that such records are subject to the provisions of the Ohio Open Records Act. All community school records shall be physically or electronically available, upon request, at the community school's physical facilities. Except as permitted under the community contract and applicable law, no Operator/Management Company agreement shall restrict the Sponsor's access to the community school's records.

- 8. Operator/Management Company agreements must contain a provision that all finance and other records of the Operator/Management Company related to the community school will be made available to the community school's governing authority and independent auditor.
- 9. The Operator/Management Company agreement must not permit the Operator/Management Company to select and retain the independent auditor for the community school.
- 10. If an Operator/Management Company purchases equipment, materials and supplies on behalf of or as the agent of the community school, the Operator/Management Company agreement shall provide that such equipment, materials and supplies shall be and remain the property of the community school.
- 11. Operator/Management Company agreements shall contain a provision that if the Operator/Management Company procures equipment, materials and supplies at the request of or on behalf of the community school, the Operator/Management Company shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
- 12. Operator/Management Company agreements must contain a provision that clearly allocates the respective proprietary rights of the community school board and the Operator/Management Company to curriculum or educational materials. At a minimum, Operator/Management Company agreements shall provide that the community school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the community school; or (ii) were developed by the Operator/Management Company at the direction of the community school governing board with community school funds dedicated for the specific purpose of developing such curriculum or materials. Operator/Management Company agreements may also include a provision that restricts the community school's proprietary rights over curriculum or educational materials that are developed by the Operator/Management Company from funds from the community school or that are not otherwise dedicated for the specific purpose of developing community school curriculum or educational materials. All Operator/Management Company agreements shall recognize that the Operator/Management Company's educational materials and teaching techniques used by the community school are subject to state disclosure laws and the Open Records Act.
- 13. Operator/Management Company agreements involving employees must be clear about which persons or positions are employees of the Operator/Management Company, and which persons or positions are employees of the community school. If the Operator/Management Company leases employees to the community school, the

Operator/Management Company agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the community school or working on community school operations. If the community school is staffed through an employee leasing agreement, legal confirmation must be provided to the community school board that the employment structure qualifies as employee leasing.

- 14. If the Operator/Management Company hires the community school superintendent and/or school educational leaders the agreement must include a provision that permits the Community School board to approve the hiring decisions, permit the Community School board to evaluate the superintendent and/or educational leaders, and make recommendations as to the continuation and/or termination of the superintendent and/or school leaders.
- 15. Operator/Management Company agreements must contain insurance and indemnification provisions outlining the coverage the Operator/Management Company will obtain. The Operator/Management Company's insurance is separate from and in addition to the insurance for the community school board that is required according to the community school contract. Insurance coverage must take into account whether or not staff at the school are employees of the Operator/Management Company or the school.
- 16. Marketing and development costs paid by or charged to the community school shall be limited to those costs specific to the community school program, and shall not include any costs for the marketing and development of the Operator/Management Company.
- 17. If the community school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the Operator/Management Company, then such agreements must be separately documented and not be a part of or incorporated into the Operator/Management Company agreement. Such agreements must be consistent with the school's authority to terminate the Operator/Management Company agreement and continue operation of the school.
- 18. If requested, the Operator/Management Company must provide detailed financial information to the Sponsor as required by the community school contract between the sponsor and the community school.

Specialized Education Model Requirements

E-Schools

If the School is an on-line (e-school), comply with the following pursuant to ORC 3314.21:

- The School shall use a filtering device and install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. If the student chooses to use his or her own computer not obtained from the School, the School shall provide such devise and/or software to the student at no cost. The School shall provide a demonstration of such software and documentation that it is placed on all computers and/or offered to students who use his or her own computers to the Sponsor on an annual basis.
- The School shall develop and provide a plan to the Sponsor by August 1 of each year describing the plan by which its full-time teachers will conduct visits to the students in person throughout the year. The School shall also provide documentation to the Sponsor that the plan was complied with each school year. Evidence of compliance with the plan must be reviewed and submitted to the Sponsor annually.
- The School shall set up a central base of operation where all administrative activities occur and provide the Sponsor with the location of the central base of operations. The Sponsor shall maintain a representative within fifty miles of that central base of operations.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Blended Learning

If the School operates as a designated blended learning school, as defined in ORC 3301.079, the School must comply with the following:

- Follow the Sponsor approved blended learning educational model or models that will be used;
- Maintain a description of how student instructional needs will be determined and documented;
- Maintain documentation of the method to be used for determining competency, granting credit, and promoting students to a higher-grade level;
- Follow the School's attendance requirements, including documentation of participation in learning opportunities;

- Follow the Sponsor approved statement describing how student progress will be monitored;
- Follow the Sponsor approved statement describing how private student data will be protected; and
- Follow the Sponsor approved program for offering professional development activities offered to teachers.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Dropout Prevention and Recovery Program (Alternative Education School)

If the School operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule as currently written or as amended during the term of this Agreement relating to dropout-prevention and recovery schools. Specifically, the School agrees to develop a program that complies with the Ohio Administrative Code 3301-102-10 including meeting required enrollment and testing requirements for student enrolled in the dropout prevention and recovery program:

- The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
- The program enrolls students who, at the time of their initial enrollment, either, or both, are at least one grade level behind their cohort age groups or experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs;
- The program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;
- The program develops an individual career plan for each student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship;
- The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
- The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed.

The School shall ensure that each student has an individualized Student Success Plan that identifies the students goals, program of study, and meets the requirements of statute and rule.

Attachment 1

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose 1535158

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

INTERACTIVE MEDIA AND CONSTRUCTION ACAD.

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

Document(s) REINSTATEMENT

Effective Date: 02/22/2019

Document No(s): 201905300880



. . . .

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 26th day of February, A.D. 2019.

Jul flore

Ohio Secretary of State





Page 1

1.5.2

Form 532B Prescribed by: JON HUSTED Ohio Secretary of State

Ceniral Ohio: (614) 466-3910 Toll Free: (877) SOS-FILE (767-3453) www.chioSacrelaryo/Siala gov Bussorv@OhioSacrelaryo/Siala gov

Jon Haster

Exhibit A

Mail this form to one of the following:

Regular Filing (non expedite) P.O. Box 670 Columbus, OH 40216

Expedito Filing (Two-business day processing Uma regulice en additional \$100.00). P.O. Box 1390 Columbus, OH 43215

		Il Articles of Inco nprofit, Domestic Co Filing Fee: \$128 (114-ARN)	rporation)	
First:	Name of Corporation	eradive Media and Construction) Academy	
Second:	Location of Principal office in Ohlo	Mansfield Cily Richland County	Ohio Slate	
Effective Date (Optional)	the fillr	al existence of the corporation ng of the articles or on a later not more than ninety days af is formed	date specified	
	Please see allached. PLEASE also see allached A			
sufficient to o Jensure that the purpose clau	biain stale or federal tax exempli ne nonprofit corporation secures t se be provided.	ions. Contact the Ohio Departm the proper state and fedsfal lax	ix exempt status. Filing with our offi ent of Taxation and the Internal Re exemptions. These agencies may	require that a
(**Note: ORC office. If inclu	Chapter 1702 allows for addition ding any of these additional prov	ial provisions to be included in t islons, please do so by including	he Articles of Incorporation that are g them in an attachment to this forr	: filed with this ท

Forn 532B

Page 1 of 3

Last Revised: 3/16/12

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water an anist the fa	Ing at least a majority of the incorporators of Interactive Media and Construction Academy Nowing to be statutory agent upon whom any process, notice or demand regulred or permitted by upon the corporation may be served. The complete address of the agent is
Amy J. Borman,	Esq.
Name	
	N PLLC, 150 East Gay Street, 24th FL
Mailing Address	
Columbus	Ohio 43215
Cily	Stale Zip Code
lust be signed by th teorporators or a tajority of the	Signature
corporalors	
	Signature
	Signature
	ACCEPTANCE OF APPOINTMENT
The Undersigned,	
	Statulory Agent Name
Statutory agent for	Interactive Media and Construction Academy
Statury Pages in the	Corporation Name
hereby acknowledge	es and accepts the appointment of statutory agent for said corporation.
Statutory Agent Sig	nature
	Individual Agent's Signature / Signature on behalf of Corporate Agent
[] #the agen	t is an individual and using a P.O. Box, check this box to confirm the agant is an Ohio resid

Form 5328

-

Last Revised, 3/16/12

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby cartifies that he or she has the regulate authority to execute this document.

Regult	ed
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Articles and original appointment of agent must be signed by the incorporator(s)

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entitiy name in the "signature" box, an authorized representative of the entity must sign in the "By" box and print his/ner name and title/authority in the "Print Name" box

Signalure

Ву

Amy J. Borman, Esq.

Print Name

Signature

Ву

Print Name

Signalure

Вγ

Print Name

Form 532B

Last Revised: 3/16/12

ARTICLES OF INCORPORATION OF INTERACTIVE MEDIA AND CONSTRUCTION ACADEMY

THIRD: The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the correspondence provision of any future United States Internal Revenue law (the "Code"). Specifically, the Corporation is organized to operate as a public community school in the State of Ohio. The Corporation shall be permitted to engage in any lawful activity that may be conducted by an Ohio nonprofit public benefit corporation that is exempt from federal tax by reason of being an entity organized for chartable and educational purposes, as described in Code Section 501(c)(3), or the corresponding provision of any future United States Internal Revenue law. This Corporation shall not engage in activities which are not in furtherance of the charitable and educational purposes set forth in this Article THIRD.

FOURTH: The following restrictions shall apply to the corporation:

- a. No part of the assets of or the net carnings of the corporation shall inure to the benefit of any member, trustee, or officer of the corporation of any private individual or entity (except that reasonable compensation may be paid for services rendered to or for the corporation effecting one or more of its purposes). In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, no member, trustee, or officer of the Corporation or any private individual or entity, shall be entitled to receive any distribution from the remaining assets of the Corporation or the proceeds thereof.
- b. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, nor shall the corporation participate or intervene in (including the publication and distribution of statements) any political campaign on behalf of any candidate for public office.
- c. Notwithstanding any other provisions in these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal tax under Code Section 501(c)(3) or by an organization, contributions to which are deductible under Code Section 170(b)(1)(A), or corresponding provisions of any future United States Internal Revenue law.

<u>FIFTH:</u> In the event of the dissolution of the Corporation, the Corporation shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of oll of the assets of the corporation exclusively for the purposes set forth in Article THIRD of the Articles of Incorporation.

COLUMBUS 58139-1 7853v1

Jon Haster

Form 541 Prescribed by: JON HUSTED Ohio Secretary of State

Central Ohio: (614) 456-3910 Toli Frea: (877) SOS-FILE (767-3453) Ivmv OhioSacrataryo/State gov Bussarv@OhioSacrataryo/State gov Mail this form to one of the following:

Regular Filing (nen expedite) P.O. Box 1329 Columbus, OH 43216

Expedia Filing (Ywo-business day processing time requires an additional \$100.00). P.O. Box 1390 Columbus, OH 43216

Certificate of Amendment (Nonprofit, Domestic Corporation) Filing Fee: \$50

Check the appropriate box:

C Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)

Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors (F pursuant to Ohio Revised Code section 1702.38(E) (128-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation Interactive Media and Construction Academy

1535158

Charler Number

A copy of the resolution of amendment must be attached to this document.

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

Form 541

Page 1 of 2

Last Revised: 2/28/13
Required		
Must be signed by an		
authorized officer of the Corporation pursuant to		
the Ohio Revised Code	Interactive Media and Construction Academy	
section 1702.38(G).	Signature	
If authorized representative is an individual, then they must sign in the "signature"	Heuregue Rawls	
box and print their name	By (il applicable)	
in the "Print Name" box.	Dr. Laurence Rawls, President	
II authorized representative is a business entity, not an	Print Name	
lindividual, then please print		
the business name in the		
"signature" box, an authorized representative of the business entity	Signalure	
must sign in the "By" box		
and pant their name in the "Print Name" box	By (il applicable)	
	Print Name	

Form 541

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Page 2 of 2

Lasi Revised; 2/28/13

Attachment 2

P.O. Box 2508 Cincinnation Office Office

In reply refer to: 0752857510 May 05, 2014 LTR 4076C 0 77-0656551 201312 67 00084238 BODC: NOBOD

INTERACTIVE MEDIA AND CONSTRUCTION INC % QUINN HAAS 445 BOWMAN ST MANSFIELD OH 44903

46292

Federal Identification Number: 77-0656551 Person to Contact: CUSTOMER SERVICE Toll Free Telephone Number: 1-877-829-5500

Dear INTERACTIVE MEDIA & CONSTRUCTI:

This responds to your request for information about your federal tax status. Our records do not specify your federal tax status. However, the following general, information about the tax treatment of state and local governments and affiliated organizations may be of interest to you.

GOVERNMENTAL UNITS Governmental units, such as States and their political subdivisions, are not generally subject to federal income tax. Political subdivisions of a State are entities with one or more of the sovereign powers of the State such as the power to tax. Typically they include counties or municipalities and their agencies or departments. Charitable contributions to governmental units are tax-deductible under section 170(c)(1) of the Internal Revenue Code if made for a public purpose.

ENTITIES MEETING THE REQUIREMENTS OF SECTION 115(1) An entity that is not a governmental unit but that performs an essential government function may not be subject to federal income tax, pursuant to Code section 115(1). The income of such entities is excluded from the definition of gross income as long as the income (1) is derived from a public utility or the exercise of an essential government function, and (2) accrues to a State, a political subdivision of a State, or the District of Columbia. Contributions made to entities whose income is excluded income under section 115 may not be tax deductible to contributors.

TAX-EXEMPT CHARITABLE ORGANIZATIONS An organization affiliated with a State, county, or municipal government may qualify for exemption from federal income tax under section 501(c)(3) of the Code, if (1) it is not an integral part of the government, and (2) it does not have governmental powers inconsistent with exemption (such as the power to tax or to exercise enforcement or regulatory powers). Note that entities may meet the requirements of both sections 501(c)(3) and 115 under certain circumstances. See Revenue Procedure 2003-12, 2003-1 C.B. 316.



1.5.6

0752857510 May 05, 2014 LTR 4076C D 77-0656551 201312 67 00084239

INTERACTIVE MEDIA AND CONSTRUCTION INC % QUINN HAAS 445 BOWHAN ST MANSFIELD OH 44903

Most entities must file a Form 1023, Application for Recognition of Exemption Under Section 501(c))(3) of the Internal Revenue Code, to request a determination that the organization is exempt from federal income tax under 501(c)(3) of the Code and that charitable contributions are tax deductible to contributors under section 170(c)(2). In addition, private foundations and other persons sometimes want assurance that their grants or contributions are made to a governmental unit or a public charity. Generally, grantors and contributors may rely on the status of governmental units based on State or local law. Form 1023 and Publication 4220, Applying for 501(c)(3) Tax-Exempt Status, are available online at www.irs.gov/eo.

We hope this general information will be of assistance to you. This letter, however, does not determine that you have any particular tax status. If you are unsure of your status as a governmental unit or state institution whose income is excluded under section 115(1) you may seek a private letter ruling by following the procedures specified in Revenue Procedure 2007-1, 2007-1 I.R.B. 1 (updated annually).

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

Sincerely yours,

Kim D. Bailey Operations Manager, AM Operations 3

Attachment 3

Please complete for all governing authority members following the format of the example. Save and upload into Epicenter. This form must be updated if members change.

School Name: Interactive Media and Construction

School IRN: 000905

	Title	First Name	Middle Initial	Last Name	A.K.A. (Maiden)	Date of Appointment	Date Appointment expires	Date of Most Recent BCII		Phone Number	Mailing Address	Email Address
	Board President	Jane			Smith		6/30/2015	5/1/2014	5/1/2014	330-555-5555	25 Main Street, Columbus OH 43215	Jane.Doe@email.com
1		Clarence		Sanderfer		10/3/2013	N/A	6/24/2014	6/24/2014	419-961-1015	528 Wayne St.	clarence.sanderfer@aol.com
2	Board President	Jerry		Saunders		4/15/2014	N/A	8/15/2014	8/15/2014	419-545-5219	Mansfield. OH 44902 P.O. Box 1672 Mansfield. OH 44901 1436 Grace St.	Jerry.saunders1111@gmail.com
3		Denise		Miller		8/16/1971	N/A	3/26/2018	3/26/2018	419-564-8309		kr8zimama@yahoo.com
4		Pernell		Allen		8/8/1964	N/A	2/13/2018	2/13/2018	419-512-0334	Mansfield, OH 44905 1353 Bellavista Dr. Mansfield, OH 44904 282 W. 4th St.	bigalpreacher@outlook.com
5		Jennifer		Bowman		4/21/1982	N/A	8/15/2018	8/15/2018	567-274-8602	282 W. 4th St. Mansfield. Ohio 44903	jenniferbowman1982@gmail.com
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Attachment 4

Appendix 121-A

1.5.5

AMENDED AND RESTATED CODE OF REGULATIONS OF INTERACTIVE MEDIA AND CONSTRUCTION ACADEMY

ARTICLE I <u>PURPOSE</u>

Section 1. <u>Purpose</u>. Interactive Media and Construction Academy (the "Corporation") is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law to operate as a community school in the State of Ohio.

ARTICLE II Members

Section 1. <u>Membership</u>. The Corporation shall not have Members. The Directors of the Corporation, in conformance with the procedures established for the Board of Directors and to the extent required by law, shall have the authority that is granted to and carry out the duties that are imposed upon the Members of a nonprofit corporation under Ohio law.

ARTICLE III Directors

Section 1. <u>Number</u>. The number of Directors of the Corporation shall be at least three (3) and no more than seven (7), or such greater number as may be subsequently determined by the Directors; provided however, in no case shall the number of Directors be less than five (5) once the Corporation has entered into a community school contract with a sponsor unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. <u>Term.</u> Each Director will serve a three-year term, which expires on June 30th of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death.

Section 3. <u>Qualifications and Role of Directors</u>. Once the Corporation becomes a public school, the Directors, in their capacity as Directors, shall be the Governing Board of a public Ohio community school. The Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

Section 4. <u>Election of Directors</u>. At the annual meeting of Directors that is held on or before the date that such term expires, the Board of Directors shall elect a successor to any Director whose term is set to expire. The remaining Directors shall fill any vacancy in the Board of Directors created by the resignation, removal or death of a Director at a regular or special meeting of the Board of Directors. The remaining Directors shall have the authority to fill any such vacancy despite the fact that the remaining Directors do not constitute a quorum. Candidates for Director may be nominated by any Director.

Section 5. <u>Meetings</u>. The annual meeting of the Directors shall be held in June of each year on such date, at such time, and at such place as a majority of the Directors may determine. In the event the Board of Directors is unable to hold its annual meeting in June, it shall hold such annual meeting on a date and at a time and place determined by a majority of the Directors. Special meetings may be called at any time by the President or by any one (1) of the Directors. Provided however, once the Corporation becomes a public school, meetings relating in any way to the business or operation of the public school must be open to the public and publicized or advertised as required by law.

Section 6. Quorum and Voting. The presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. Except as otherwise provided by law, the Corporation's Articles of Incorporation, or this Code of Regulations, a vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors. In addition to those Directors who are actually present at a meeting if a conference telephone or similar communications equipment is used by which all persons participating in the meeting can simultaneously communicate with each other. Provided however, once the Corporation becomes a public school, the Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote.

Section 7. Notice and Waiver. Any notice required to be given by this Code shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice made by personal delivery, telegram, telecopy or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when deposited in the mail or with the courier service. Unless waived in writing, notice of each annual meeting communicating the day, hour, and place shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Unless waived in writing, notice of each special meeting communicating the day, hour and place, and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings, once the Corporation becomes a public school.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or all of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided however, once the Corporation becomes a public school, all actions must be taken at open and public meetings and action by written consent shall not be allowed.

Section 9. <u>Committees of Directors</u>. The Board of Directors may create an Executive Committee and such other committee or committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director unless Ohio law allows otherwise in the future. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall only be a recommendation to the Board of Directors with respect to such matter. Notwithstanding anything to the contrary in this Section 9 however, once the Corporation becomes a public school, no committee nor any group of Directors, which consist of a majority of the Board of Directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special meeting, and, only the actions of the Board of Directors shall be valid and binding.

Section 10. <u>Other Advisory Councils</u>. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the Board of Directors, such as parents associations.

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

Section 12. <u>Resignations and Vacancies</u>. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective on the date of its receipt by the Board of Directors, and the receipt of the resignation shall require no further action to be effective. Vacancies in the Board of Directors shall be filled in accordance with Section 4 of this Article II.

Section 13. <u>Powers of Directors</u>. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law, and when a public school, also in accordance with the Corporation's Charter Contract. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles of Incorporation and the Code of Regulations of the Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

Section 14. <u>Honorary Directors</u>. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title Honorary Director, at the discretion of the Board, by a majority vote of the entire Board. Honorary Directors are not voting members of the Board and are permitted but not

required to attend meetings. The Board of Directors may remove an Honorary Director at any time, with or without cause, by a majority vote of the entire Board.

ARTICLE IV OFFICERS

Section 1. <u>Number, Title and Election</u>. The officers of the Corporation shall consist of a President, Vice President, Secretary and Treasurer, and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. With the exception of the office of President, an individual may simultaneously hold two offices. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal.

Section 2. <u>Vacancies</u>. A vacancy in any office because of death, resignation or removal of an officer shall be filled by the Board of Directors for the unexpired term of such office.

Section 3. <u>Resignation or Removal of Officers</u>. An officer of the Corporation may resign at any time by tendering his or her resignation in writing to the Board of Directors and such resignation shall become effective immediately upon its delivery to the Board. An officer of the Corporation may be suspended or removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create employment or other contractual rights.

Section 4. <u>President</u>. The President shall preside at all meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the administration of the Corporation in all its activities subject to the policies and goals established by the Board of Directors.

Section 5. <u>Vice President</u>. The Vice President shall perform the duties of the President when the President is absent, and all other duties as may be assigned by the Board of Directors or the President.

Section 6. <u>Secretary</u>. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, and shall keep a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors or the President. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Secretary's responsibilities or parts thereof, may be contracted for by the Directors.

Section 7. <u>Treasurer</u>. The Treasurer shall act as the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation, and shall perform other duties as may be required by the Board of Directors or the President. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors, maintaining records thereof. The Treasurer shall maintain appropriate books of account and supporting records and shall prepare

and file all returns and related reports required by federal and state statutes and regulations and by the Board of Directors. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Treasurer's responsibilities or parts thereof, may be contracted for by the Directors. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

ARTICLE V INDEMNIFICATION

Indemnification of Directors, Officers, Employees and Agents. Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation, or a Director member of the Governing Board of the school, and such person's heirs, executors and administrators, shall be indemnified by the Corporation, both during and after their association with the Corporation terminates, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law (Ohio Revised Code Chapter 1702) as in effect at the time of the adoption of these Regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights of indemnification to which any Director, officer, employee, agent or other person may be eptitled, in any capacity, as a matter of law or under any regulation, agreement, vote of Directors, or otherwise. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as amended from time to time thereafter.

ARTICLE VI

CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law and, while operating as a public Ohio community school specifically subject to the limitations and restrictions imposed on public officers, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested, whether such Director is a member of the Governing Board of the school or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known to the Board of Directors. and the Board of Directors nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Ohio law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

SECTION 100

IDENTIFICATION/DEFINITIONS

101**Name**¹

The School Governing Authority of this Ohio Community School known as the Interactive Media and Construction Acad. shall be referred to herein as the "Governing Authority" or "Board of Directors" or "Board."

102**Type of Corporation**²

The Interactive Media and Construction Acad. was established as an Ohio non-profit corporation under Chapter 1702 of the Ohio Revised Code (R.C. 3314.03(A)(1)) to operate a community school.

103Facility³

The physical location of the Interactive Media and Construction Acad. is comprised of a certain area as described in the contract with its authorized Sponsor.

104Address⁴

The official address of the Governing Authority shall be 215 North Trimble Road, Mansfield, Ohio 44906.

105**Definitions and Headings**⁵

Whenever the following items are used in these policies, they shall have the meaning set forth below:

Board or Governing Authority

The Board of Directors of the Corporation.

Charter Contract

The contract ("Contract") between the Sponsor and the School, also known as the Community School Contract.

Corporation

The Ohio non-profit corporation known as the Interactive Media and Construction Acad.

Executive Director

The Executive Director, Director of Business Operations, Director of Education, or Chief Executive Officer of the School. Executive Director may also mean the Principal or Superintendent of the School, depending on the organization chart of the School. Executive Director also means, to the extent permissible by law, the Executive Director's designee.

Headings

Headings are for convenience only. Headings have no substantive meaning.

Management Company

A company, if any, contracted with the Board to manage certain functions of the School.

May

This word is used when an action is permitted but not required.

Parent

The natural or adoptive parents, or, the party designated by the courts as the legal guardian or custodian of a student. Both parents will be considered to have equal rights unless a court of law decrees otherwise. Parent may also mean a Student eighteen (18) years of age or older not under a guardianship, to the extent permitted by law.

Policy

A general, written statement adopted by the Governing Authority which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

School

The Interactive Media and Construction Acad. sometimes referred to herein as the "Interactive Media and Construction Academy," "Mansfield Choice Academies," "IMAC," or the "School."

School Property

School Property refers to any property owned, used or leased by the School for School, School extracurricular or School-related events.

School Sponsored Activity or Event

A School sponsored activity or event is any activity or event conducted on or off School property (including School buses and other School-related vehicles) that is sponsored, recognized or authorized by the School Board and/or State Board of Education.

Shall

This word is used when an action is required. (The words "will" or "must" also signify a required action.)

Sponsor

An entity which is approved by the Ohio Department of Education or by statute to sponsor Ohio Community Schools, pursuant to section 3314.02 of the Ohio Revised Code, which has entered into a Contract with the School, pursuant to section 3314.03 of the Ohio Revised Code.

Staff or Employee

"Staff or the words "Staff Member" includes and is interchangeable with the words teacher or administrator or employee. "Employee" means an employee of the Board or of a Management Company, if any.

<u>Student</u>

A student is a child who is officially enrolled in the School or a program of the School.

Superintendent

The person designated as Superintendent in OEDS-R.

SECTION 110

POWER AND ETHICS OF BOARD

111Authority⁶

The Board is authorized, constituted and governed by Chapter 3314 of the Revised Code of the State of Ohio (R.C. 3314) and by Chapter 1702 of the Revised Code of the State of Ohio (R.C. 1702). The Board is a private nonprofit corporation and serves a purpose to oversee an Ohio public community school. Its authority is derived from both corporate and public laws which are deemed applicable to its operations.

112**Board Powers**⁷

The Governing Authority may ensure the performance of any act or function that is in compliance with the Ohio Constitution, R.C. Chapter 3314 or Chapter 1702, other statutes applicable to Ohio Community Schools, and the Contract entered into with the School's Sponsor.

113Board Members' Powers⁸

Board members as individuals do not separately possess the powers that reside in the Board as the Governing Authority of the School.

If in the opinion of the majority of the Board, a Board member's request(s) for facts and information is administratively unreasonable, the administration may withhold said facts or materials until a ruling is made by the Board.

114Ethics and Conflicts Policy⁹

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

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

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

- 1.<u>Revised Code Section 102.03(D) & (E)</u>. A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
 - a."Anything of value" includes money and every other thing of value.
 - b.A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board or employees, or where it could impair a Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
 - c.A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
 - d.**Abstain**. A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.
- 2.<u>Revised Code Section 2921.42(A)(1)</u>. A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.

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

- 6.<u>Revised Code Section 2921.43(B)</u>. No public servant shall solicit or accept anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee's compensation, duties, placement, location, promotion or other material aspect of employment. A person is not prohibited from making voluntary contributions.
- <u>Revised Code 2921.43(C)</u>. No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee's compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
- 8.<u>Revised Code Section 2921.44</u>. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.
- C.<u>Excess Benefit Transaction</u>. Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.
 - 1."Disqualified person" includes:
 - a.A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
 - b.A member of the family of a person described in a, above;
 - c.A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
 - d.Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.
- **D.IRC Procedure for Matters Involving Conflicts**. The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an "interested person" has a "financial interest" as those terms are defined below. Please note: the fact that the Board of Directors has followed the procedures set forth below will not enable an "interested person" to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4) discussed in Parts B.3 and B.4, above.

- 1.For purposes of these procedures the following words have the following definitions.
 - a.An "interested person" is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
 - b.A person has a "financial interest" if the person, directly or indirectly, through business, investment, or family has:
 - i.An ownership or investment interest in any entity with which the School has a transaction or arrangement;
 - ii.A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
 - iii.A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
 - c."Compensation" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- 2.<u>Duty to Disclose</u>. 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.<u>Determining Whether a Conflict of Interest Exists</u>. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
- 4. Procedures for Addressing the Conflict of Interest.
 - a.Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b.The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

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

E.Other Procedures and Record Keeping Requirements.

- 1. Violations of the Conflicts of Interest Policy.
 - a.If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b.If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- 2.<u>Documentation</u>. The minutes of the Board and all committees with board- delegated powers shall contain:
 - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
 - b.The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
- 3.<u>Annual Statements</u>. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
 - a.Received a copy of the conflict of interest policy;
 - b.Read and understands the policy;
 - c.Agreed to comply with the policy;
 - d.Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;

- e.Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
- f.Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
- g.Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
- 4.<u>Periodic Reviews</u>. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 - a.Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b.Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
- 5.<u>Use of Outside Experts</u>. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.
- 6.<u>Immediate Relatives</u>. An "immediate relative" means the Board member's spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
 - a.If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School's sponsor or operator, unless at least one year has elapsed since the person's Board membership ceased.
 - b.If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor's governing board, unless at least one year has elapsed since the person's Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person's Board membership ceased.

7.<u>Annual Disclosure Requirement</u>. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.

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

Signature and TitleDate

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

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

115Complaints/Judicial Powers¹⁰

The Governing Authority may assume jurisdiction over any dispute or controversy within or about the School and concerning any matter in which authority has been vested in the Governing Authority by these Policies, or applicable Ohio or federal law.

The Governing Authority authorizes and directs the Executive Director to establish a Complaint Procedure to be attached as **Appendix 115-A** and to implement a procedure where the administration handles complaints not otherwise established as the jurisdiction of the Governing Authority in these Policies.

See Appendix 115-A Complaint Procedure.

SECTION 120

GENERAL GOVERNANCE

121Code of Regulations¹¹

The Code of Regulations is the document setting out the corporate governance of the Board in accordance with Chapter 1702 of the Ohio Revised Code, as changed from time to time by the Board pursuant thereto.

See Appendix 121-A Code of Regulations.

$122 Orientation \underline{^{12}}$

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

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

- a copy of the Ohio Open Meetings Law (R.C. 121.22);
- a copy of these Governance Policies;
- a copy of the current Contract with the School's Sponsor;
- the current budget statement and related fiscal materials;
- a copy of the contract with a Management Company, if any;
- governance training if required by the Sponsor or the Board.

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

123Contracts with Sponsor/Fiscal Officer¹³

The Governing Authority may enter into a contract with a Sponsor and is authorized to make payments to the Sponsor pursuant to Ohio Revised Code Section 3314.03(C) and to designate a third party to be its fiscal officer.
124Reimbursement/Compensation¹⁴

Reimbursement

A Board member may receive reimbursement only for expenses that are pre-approved by the Board.

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

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

When attending a Board-approved conference, fees, parking, mileage, meals, and housing which are reasonable can be submitted for approval, including a maximum gratuity of twenty percent (20%). A Board member will not be reimbursed for any upgrades for example, a hotel room with a view, or for room service.

A Board member cannot be reimbursed for any expense if the Board member received a benefit through a rewards program for that expense. Rewards programs allow users to earn rewards based on how much money they spend. Examples of rewards programs include, but are not limited to, frequent flier miles, grocery store loyalty card programs, and hotel free night programs. This prohibition includes rewards programs tied to credit cards and loyalty customer cards. No entertainment expenses or purchases of alcoholic beverages are reimbursable.

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

Compensation Procedures

The Board and any compensation committee will follow these procedures in reviewing compensation arrangements with Board members, officers, and 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 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.

The Board hereby \Box approves \Box does not approve [check one] compensation of \$______ per meeting attended (no more than \$125 per meeting attended) for each community school Board member to be effective at the end of his or her term, for his or her next term. The Board hereby \Box approves \Box does not approve [check one] compensation of \$_______ for attendance at an approved training program three hours or less in length (no more than \$60 per day). The Board hereby \Box approves \Box does not approve [check one] compensation of \$______ for attendance at an approved training program over three hours in length (no more than \$125 per day).

No Board member shall be compensated more than a total amount of \$5,000 per year for all Ohio community school governing authorities on which the individual serves.

R.C. 3314.02; Ohio Ethics Comm. Advisory Opinion No. 91-010

125Background Checks of Board Members¹⁵

Each Board member shall, if required by law and/or the community school contract, submit to a background check, including criminal history and fingerprinting at the time of proposed election to the Board and at any time thereafter. The Sponsor, or the Board, may disapprove of any background check, at its or their discretion. Each Board member must consent to the release of his/her background check to the Sponsor and the Board.

R.C. 3314.19(*I*).

SECTION 130

BOARD MEETINGS

131Meetings/Executive Sessions¹⁶

All pre-arranged gatherings by a majority of the Board to discuss School business shall be conducted in compliance with Ohio's Open Meetings Law.

Regularly Scheduled Meetings

A Regular meeting is a meeting that is pre-scheduled and pre-published, generally at the beginning of the school year. For all regularly scheduled meetings, the Board shall: 1) post the time, date, and place of all meetings on site; 2) post the time, date, and place on the School's website (if applicable); and 3) ensure the publication of an advertisement announcing the time, date, and place of all regularly scheduled Board meetings at least one time during the school year in a local newspaper of general circulation. All other meetings of the Board shall be special meetings, or, a less common form of special meeting called an emergency meeting.

Special Meetings

Special meetings are meetings that do not qualify as regular meetings, including re-scheduled regular meetings. Special meetings must have a stated purpose which can be broad or narrow, but which must be held only for the purpose noticed. The Board will provide at least twenty-four hours' advance notice of special meetings to the public, and to the news media that have requested individual notification. A special meeting notice must 1) include the time, date, place, and purpose of the special meeting; 2) be posted at the place of the meeting, on the School main entrance, and on the School's website (if applicable); and 3) sent to the news media that have requested individual notification.

Emergency Meetings

In the event of an emergency meeting requiring official action, where twenty-four hours' advance notice cannot be given, the member or members calling the meeting shall 1) immediately notify the news media that have requested individual notification of the time, date, place, and purpose of the meeting, and 2) post the time, date, place, and purpose of the emergency meeting at the meeting site and on the School main entrance, as soon as possible.

Advance Notification

Any person may obtain reasonable advance notification of School Board meetings. Upon request, a person may receive advance notification of School Board meetings: 1) electronically, by supplying a valid email address; or 2) via regular mail, by supplying the Board with self-addressed, stamped envelopes.

Executive Sessions

There are times when the Board may need to meet privately during a regular or special meeting to discuss or deliberate certain statutorily allowable matters requiring confidentiality. An executive session may be held to consider any matter authorized by law as a proper subject for executive session, including but not limited to:

A. the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints

against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee, or regulated individual requests a public hearing;

- B. the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest, so long as no member of the Board shall use this section as a subterfuge for providing covert information to prospective buyers or sellers;
- C. conferences with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action;
- D. matters required to be kept confidential by Federal or State laws and regulations or state statutes; and
- E. details relative to the security arrangements and emergency response protocols for the Board of School, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the School.

After the public meeting is convened, any member may make a motion for an executive session, stating the purpose of the session by citing one or more of the reasons set forth above. Upon receiving a second to the motion and a majority roll-call vote of those present and voting, the chairperson shall declare the Board in executive session.

If the session is to discuss a personnel matter listed in subparagraph A, above, the particular subject(s) for which the session has been called must be identified in the motion, but the motion does not need to identify the person by name.

No official action may be taken in executive session. All resolutions, rules, and formal actions of the Board resulting from deliberations that occurred in executive session shall be adopted during an open meeting.

Retreats or Seminars

Retreats or seminars attended by the Board for general training, professional development, or question-and-answer sessions with non-public officials, where discussion of public business is not the purpose of the activity, are not considered public meetings under the Open Meetings Law. Board retreats that are conducted as workshops or work-sessions for addressing School business shall be considered meetings that must comply with the Open Meetings Law.

R.C. 121.22.

132**Parliamentary** Authority¹⁷

The parliamentary authority governing the Board shall be Robert's Rules of Order, Newly Revised, in all cases in which it is not inconsistent with statute, other law, these Policies, or other Board directive. The Board may modify its parliamentary procedures.

133**Voting**^{<u>18</u>}

All motions shall require for adoption a majority vote, except as provided by statute, the Code of Regulations, or these Policies. Upon the demand of any member of the Board, the vote shall be recorded by roll call. All actions requiring a vote can be conducted by voice vote or show of hands, unless a roll-call vote is requested or required. A roll call vote is always required before the Board goes into an Executive Session.

In certain circumstances, a majority vote of the full Board must occur, such as, to affirm, revise, vacate, or modify an order of student expulsion or to reinstate a student (R.C. 3313.66(E)) (unless an authorized designee is used).

Unless a specified number of affirmative votes is required, an abstention shall be recorded and deemed to consent to the outcome of the voting. In situations in which a tie vote occurs and abstentions have been cast, the motion shall fail for lack of a majority.

134 Minutes 19

The Board's secretary shall keep reasonably comprehensive minutes of all its meetings showing the time and place, the members present, the subjects considered, a summary of the deliberations sufficient enough for the public to understand the basis for the Board's actions, the actions taken, and any other information required to be shown in the minutes by law, which shall be available to the public. Minutes of executive sessions shall reflect the general subject matter of discussions.

The Board's secretary shall provide each Board member with a copy of the draft minutes of the last meeting in a reasonable time before the next regular meeting.

The approved minutes shall be filed in the School office in a prescribed minute book as a permanent record of official Board proceedings.

R.C.121.22; R.C.149.43.

$135 Attendance^{\underline{20}}$

Regular attendance at Board meetings is an important responsibility of each Board member. It is through Board meetings that the official business of the School is conducted, deliberations occur and members of the public have an opportunity to address the full Board.

With that responsibility in mind, Board members agree that:

- A. A member who misses three (3) consecutive meetings, or
- B. A member who misses five (5) meetings in a year may be deemed by the Board to have vacated his or her position on the Board and a replacement may be selected for that seat according to the Code of Regulations.

In exceptional circumstances, e.g. serious illness or injury, a Board member may be unable to attend because of reasons outside the individual's control. In this circumstance, the Board member may request in writing an attendance waiver. The request should be addressed to the Board and will be voted on by the entire Board at its next regularly scheduled meeting. The Board member requesting the waiver may not participate in the vote.

136Public Participation at Meetings²¹

Any person or group wishing to place an item on the agenda shall register their intent with the Executive Director no later than one (1) business day prior to the meeting and include:

- name and contact information of the participant;
- group affiliation, if and when appropriate; and
- topic to be addressed.

In order to permit the fair and orderly expression of such comment, the Board shall provide a period for public participation at every regular meeting of the Board, and, the Board may publish rules to govern such participation in Board meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business or at the discretion of the presiding officer.
- B. Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting.
- C. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.
- D. Each statement made by a participant shall be limited to two (2) minutes duration.
- E. No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.
- F. All statements shall be directed to the presiding officer; no person may address or question Board members individually.
- G. Video recordings are permitted, providing the person operating the recorder has contacted the Executive Director or his/her designee prior to the Board meeting to review possible placement and agrees to the placement of the equipment, and agrees to abide by the following conditions:
 - 1. No obstructions are created between the Board and the audience.
 - 2. No interviews are conducted in the meeting room while the Board is in session.
- H. The presiding officer may:
 - 1. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;
 - 2. request any individual to leave the meeting when that person does not observe reasonable decorum;
 - 3. request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
 - 4. call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action;
 - 5. waive these rules.

The portion of the meeting during which the participation of the public is invited shall be limited to twenty (20) minutes.

SECTION 140

GENERAL BOARD DUTIES

141**Review of Policies**²²

It will be the policy of the Board to review its policies and procedures on a continuing basis (at least once per year) in order to keep them up-to-date.

142Approval and Monitoring of Budget/Bond; Financial Reporting²³

The fiscal year of the School shall begin on the first day of July in each year. The Board, subject to the oversight responsibilities of its Sponsor, and subject to any contract with a fiscal agent, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the requirements of the State Auditor and its Charter Contract.

The Board shall designate a fiscal officer, and such fiscal officer shall execute a bond in an amount and with a surety acceptable to the Board, payable to the State of Ohio. Such bond shall be deposited with the Board and a Board-certified copy filed with the County Auditor. The fiscal officer or agent must meet the requirements of Ohio Revised Code 3314.011.

The Board shall comply with the standards for financial reporting adopted by the State Board of Education under R.C. 3301.07(B)(2).

R.C. 3301.07(*B*)(2); 3301.0714; 3314.011; 3314.042; OAC 117-6-07.

See also Policy 148.5 Annual Financial Report.

143Monitoring of Charter Contract²⁴

The Board shall monitor compliance with the Charter Contract, along with the School's Sponsor, and may delegate this duty to the Superintendent or Executive Director or his/her designee.

144**Reporting Requirements**²⁵

The Governing Authority shall comply with the annual reporting requirements of the Ohio Revised Code 3314.08(B)(2)(a)-(i), and 3301.0714, and may delegate this responsibility or any other applicable reporting requirements to the Executive Director or his/her designee.

145Media Policy²⁶

Representatives of the local press, radio, and TV are an important link in the communications between the School and community. Maintenance of good working relationships with these persons is essential and requires the support and cooperation of the media representatives.

The Board authorizes the development of a sound working relationship between the news media and the School, based on mutual respect and cooperation and reserves the right to negotiate for the radio broadcasting, televising, filming or sound recording of any School event by an outside agency. These rights, if sold, shall be contracted under conditions designed to bring the most favorable terms to the School.

The Executive Director or his/her designee approved by the Board shall:

- A. be available to media representatives;
- B. keep media representatives informed with regard to the School program and activities, so that any reporting may be done on the basis of a complete and valid overview;
- C. submit, suggest, or request feature stories or articles to media representatives which are of interest or importance;
- D. provide Board packets to media representatives who attend meetings of the Board;
- E. assist various School related groups in their relations with the news media;
- F. protect School personnel from any unnecessary demands on their time by news media representatives.

In order to maintain a progressive and coordinated program of public relations for the School, it is essential that:

- A. Staff Members not give school information or an interview requested by representatives of the news media without prior approval of the Executive Director or his/her designee who will either set up an appointment for this purpose which will not interfere with the Staff Member's daily activities, or speak to the media representative about the matter personally;
- B. the Executive Director or his/her designee be present at all meetings with news media representatives;
- C. any photograph of a controversial nature, or questionable with regard to individual right of privacy, shall not be sanctioned.

See also Policy 429 Crisis Media Situations.

146Intentionally Left Blank

147Public Records Policy²⁷

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

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

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

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

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

The Board or its designee shall 1) participate in training concerning public records which is required by the Ohio Attorney General and which is free of charge under section 109.43 of the Ohio Revised Code, 2) erect a poster about its public records policy in a conspicuous place in all locations or branches of operations (See **Appendix 147-A**), 3) require its employee in charge of public records to sign an acknowledgement of receipt of its public records policies, and 4) include its public records policy in its manuals or handbooks of general policies and procedures for all employees. In addition, as of February 1, 2016, all Board members and administrators must attend public records training annually

The Board authorizes the Executive Director or his or her designee to dispose of, on a daily basis, routine messages transmitted by means of voicemail or email, provided the messages do not alter existing School records.

Redacting, Encrypting, or Truncating Personal Information

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

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

Acknowledgement of Employee or Designee

in Charge of Public Records

Date

R.C. 149.43

See Appendix 147-A Public Records Poster; Appendix 147-B Request to Redact Personal Information. See also Policy 325.1 Public Records.

147.1 Records Retention and Disposal Policy²⁸

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

The Board President, Treasurer (fiscal officer), and Executive Director shall be Records Committee and meet annually to carry out the necessary work associated with the School's records. The procedures listed in **Appendix 147.1-A** shall guide them, as modified from time to time.

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

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

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

Email and Correspondence Retention

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

- 1. <u>Non-Record Materials</u> (delete immediately)
 - A.Email messages and correspondence that do not meet the criteria of being a "public record" under R.C. 149.43, because they do not document the organization, functions, policies, decisions, procedures, operations or other activities of the office, may be deleted immediately. These emails include:
 - B.Personal correspondence.

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

2. Official Records

A. Transient Retention (Retain until no longer of administrative value)

i.Transitory messages of very limited administrative value.

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

B.Intermediate Retention

- i.General Correspondence (Two years)
 - a.Internal Correspondence (letters, memos)
 - b.Correspondence from various individuals and organizations (requesting information or correspondence that is informative but does not attempt to influence policy)
- ii.Routine Correspondence (One year)
 - a.Referral letters, requests for routine information, and requests for publications which are answered by standard form letters.

C.Long term Retention

i.Executive Correspondence

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

Storing Email Records

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

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

- 1. The individual who sends an email maintains the "record" copy. If an email is received from someone outside the organization, the recipient should retain it.
- 2.A mailbox is created (i.e. admin@<School Name>) for individuals sending out email to copy (cc) when email is sent and retention will then be administered by the IT Department of the School or Management Company.

RC 149.41; RC 149.351

See Appendix 147.1-A Records Retention.

148Finances

148.1Purchasing/Invoicing²⁹

Before placing a purchase order, each party authorized to place a purchase order should consider whether the material requested may be available elsewhere in the School or in the management company network, if any. In the interests of economy, fairness and efficiency, the Board requires that:

- A. All purchase orders shall be numbered consecutively.
- B. An informal but documented assessment of the responsibility, reliability, comparative cost and reputation of available qualified suppliers shall have been conducted before the purchase order is submitted.
- C. Certain purchases may be below an amount of money allowed to be spent without a properly signed purchase order, as authorized by the management company, if any, and the Principal.
- D. Insofar as conditions permit, all legitimate business suppliers shall be treated courteously.
- E. Credit card agreements must be approved by the Board, and, if so approved, all credit cards shall be kept in the custody of the Executive Director in a locked area. All credit card purchases must comply with **Policy 148.6**. Any staff member or Board member entrusted with a credit card shall be personally liable for the proper use and safekeeping of the credit card.
- F. Cooperative purchasing among schools managed by the same company is encouraged, if it results in an economic advantage. Other cooperative purchasing may be considered as well.
- G. If it results in an advantage of any kind, the School may prefer local vendors.
- H. All applicable ethical and conflicts rules shall be followed when purchasing or soliciting for purchasing. No director, officer, employee, staff or agent of the School shall 1) solicit or participate in the negotiations of a contract in which he or she has any direct or indirect pecuniary or beneficial interests or 2) accept any gift or favor from a vendor which might influence their recommendations in the eventual purchases of equipment, supplies or services.

These policies do not prevent any person from receiving royalties upon the sale of any textbook or similar educational product of which she or he is the author, which has been properly approved for use in the School.

If the Board is presented with an invoice from a vendor, the vendor must certify that the good or services were used for School purposes, the invoice must contain sufficient itemization to determine that the services or goods were used for School purposes and the fiscal agent or fiscal officer of the School shall pre-approve payment before the invoice is approved by the Board.

R.C. 102.03; OAC 117-2-02

See also Policy 148.6 Credit Cards and Policy 395.1 Purchase of Supplies and Materials, Equipment.

148.2Fixed Asset Policy/Title I and Federal Grant Assets Policy³⁰

Purpose

The School's Fixed Asset/Title I and Federal Grant Assets policy establishes a fixed asset accounting system that, if followed, will ensure that the School properly handles and disposes of assets, including those assets obtained with Title I grant monies and other federal grant awards, and contains sufficient data to permit:

- 1. The preparation of fiscal year-end financial statements in accordance with Generally Accepted Accounting Principles (GAAP);
- 2. Adequate insurance coverage; and
- 3. Control, accountability and security.

<u>Classifications of Fixed Assets</u>. Fixed assets shall be classified as either: (1) equipment, (2) supplies, (3) furniture, (4) leased fixed assets, or (5) real property.

Criteria for Fixed Asset Capitalization and Valuation

An item is a Fixed Asset if it has a useful life of one (1) year or more and the cost of the asset is greater than \$5,000.00, or, it is a leased asset with a purchase price of greater than \$5,000.00.

Fixed Assets are to be valued at historical cost or, if that amount is not practicably determined, at estimated historical cost. The Controller shall determine the estimated historical cost. Donated Fixed Assets shall be valued at the donor's estimated fair market value at the time of gifting.

Depreciation in value of a Fixed Asset will be calculated using straight-line depreciation. The estimated life of a fixed asset shall follow Association of School Business Officials (ASBO) guidelines.

Management of Fixed Assets

The School shall conduct a physical inventory of its fixed assets at least every two years. The results of the physical inventories must be reconciled with the property records.

The School shall develop a control system to safeguard against loss, damage, or theft of fixed assets. The School shall investigate any loss, damage, or theft of any fixed asset. To the greatest extent possible, the School shall also maintain effective internal controls and safeguard all computing devices and assure that such devices are used solely for authorized purposes.

In order to prevent loss or theft of School property, all fixed assets (other than real property) will have a School fixed asset sticker indicating the School's ownership.

The School shall maintain its fixed assets in order to keep them in good condition and working order.

The following information shall be maintained for all fixed assets:

1. description of the asset

- 4. title information
- 5. serial number of the asset, if applicable
- 6. asset classification
- 7. location, use, and condition of the asset
- 8. purchase price and percentage of federal participation
- 9. vendor
- 10. date purchased or leased
- 11. percent of federal funds used for purchase or lease, if applicable
- 12. accumulated depreciation
- 13. date and method of disposal and sale price
- 14. records generated by physical inventories

Acquisition of Fixed Assets

<u>Real Property Acquired with Title I or Other Federal Grants</u>. Real property acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

Except as otherwise provided by federal law or by the federal awarding agency, real property acquired with federal Title I or other federal grant monies shall be used for the purposes authorized by the grant(s). The School shall not dispose of or encumber its title or other interest in any real property acquired with federal Title I or other federal grant monies so long as the real property is needed for the originally authorized purpose.

<u>Equipment Acquired with Title I or Other Federal Grants</u>. Equipment acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

For as long as needed, the School shall use equipment acquired with federal Title I or other federal grant monies in the program or project for which it was acquired, whether or not the project or program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when it is no longer needed for the program or project for which it was acquired. The School shall give priority to activities under a federal award from the same agency then to activities under a federal award from other federal agencies.

The School can use equipment acquired with Title I or other federal grant monies on other projects or programs that are currently or were previously supported by the federal government provided that such use will not interfere with the program or project for which the equipment was acquired. First preference should be given to other programs or projects supported by the agency that awarded the grant monies.

The School shall not use the equipment acquired with federal Title I or other federal grant monies to provide services for a fee that is less than private companies charge for equivalent services.

The School shall obtain the approval of the awarding agency if required by the federal award before it (1) uses equipment acquired with federal Title I or other federal grant monies as a tradein to acquire equipment to replace the old equipment, or (2) sells the old equipment and uses the sale proceeds to offset the cost of the replacement equipment. <u>Supplies Acquired with Title I or Other Federal Grants</u>. Supplies acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

The School shall not use the supplies acquired with federal Title I or other federal grant monies to provide services for a fee that is less than private companies charge for equivalent services.

<u>Equipment Furnished by Federal Agency</u>. The School shall ensure that the equipment remains titled in the name of the Federal Government. The School shall follow the rules and procedures of the federal agency for managing the property.

Disposal of Fixed Assets

The School shall establish and follow procedures to ensure that it receives the overall best possible return, if it sells any fixed asset. An independent valuation or market comparison may be used, among any other reasonable method of valuation.

<u>Fixed Assets Not Acquired with Title I or Federal Grant Funds</u>. Fixed assets that were not acquired in whole or part with federal grant monies will be disposed in a manner approved by the Governing Authority of the School. Upon recommendation of the Executive Director or Treasurer, such Board resolution shall designate the materials, equipment, supplies or other assets as obsolete, excess or unusable, and, shall identify the assets, and may sell, donate or lawfully dispose of them. Any proceeds shall be put in the general fund.

<u>Real Property Acquired with Title I or Federal Grant Funds</u>. When real property acquired with federal grant monies is no longer used for the originally authorized purpose(s), the School shall dispose of such property pursuant to instructions provided by the awarding agency.

<u>Equipment and Supplies Acquired with Title I or Federal Grant Funds</u>. The School may retain, sell, or otherwise dispose of equipment acquired with federal funds. However, the School shall contact the awarding agency for disposition instructions before it sells any equipment with a per unit value of greater than \$5,000 because the awarding agency may have a right to a portion of the proceeds of the sale. State law may dictate the procedures that must be followed or otherwise place restrictions on the ability of the School to sell the property.

<u>Disposal of Equipment Provided by a Federal Agency</u>. The School shall only dispose of federal equipment pursuant to instructions provided by the federal agency that provided the equipment, or should the assets or equipment be under a value or value per unit as applicable under the rules of the federal agency, then the School may dispose of the equipment or asset as if it was not acquired with federal grant funds.

2 C.F.R. 200.

See also Policy 148.8 Federal Grants Procurement, Monitoring, and Administration.

148.3**Audit Committee**³¹

The Board shall establish an audit committee which shall consist of one of the following: the entire Board membership, or, a minority of the Board membership, or, a minority of the Board's choice. At least one member of the audit committee shall possess knowledge in the areas of accounting, auditing, financial reporting or school finance. The audit committee shall serve a one-year term and meet as often as necessary to carry out its responsibilities. Members of the audit committee shall attend to their responsibilities in good faith, and in a manner they reasonably believe to be in the best interests of the School.

The purpose of the audit committee is to ensure that both external and internal audit functions and other accountability issues receive adequate oversight. The audit committee's responsibilities include, but are not necessarily limited to, a review of the annual unaudited financial reports submitted to the Auditor of State; a periodic review of the interim financial information submitted to the Board; a review of all audit results; an assurance that audit recommendations are appropriately addressed; serving as a liaison between School management and the independent auditors. Any recommendations of the audit committee shall be presented to the Board and responsibility for official action remains with the Board.

OAC 117-2-05

148.4Independent Contractor³²

For purposes of this policy, independent contractors are individuals who provide services to the School who are not treated as employees of the School for purposes of withholding federal employment and income taxes.

The School may contract with an independent contractor for a service if none of the School's employees are qualified to provide the service, or, if having Employees perform the service would interfere with the daily operations of the School, or, if the Board of Directors of the School or its authorized designee deems it in the best interest of the School.

The School shall maintain a list of the independent contractors with whom it has contracted.

To the extent required by law, the School shall issue a 1099 Form to each independent contractor reporting the amount paid to the contractor and file the form with the appropriate governmental agency(ies).

In contracting for services with any independent contractor, the School shall enter into a written contract on or before the date the independent contractor begins to provide services under the contract if the amount payable under the contract is \$600.00 or more. The contract shall specifically describe the services that the independent contractor will provide under the contract.

The School shall obtain a W-9 form from the independent contractor at the time the contract is executed.

Subject to the terms of the contract, the School shall require that the independent contractor substantiate that the services have been performed before the School shall remit payment for the services.

No independent contractor shall be paid as an employee on a W-2 form. If any state retirement system decides that School must pay into its system on behalf of a contractor, such funds will be deducted from the gross pay to the contractor.

All employees of independent contractors providing "essential school services" to the School must fulfill one of the following conditions:

1. The independent contractor has provided proof that it has requested a criminal records check, including an FBI check, within the five-year period prior to the date on which the person will begin working in the School and the records check indicated that the person had not been convicted of or pleaded guilty to an offense that would disqualify the person for employment with the School;

OR

2.During periods of time when the employee of the independent contractor will have routine interaction with a child or regular responsibility for the care, custody or control of a child, an employee of the School has been assigned to be present in the same room as the child

or, if outdoors, to be within a 30-yard radius of the child or to have visual contact with the child.

The Executive Director or his/her designee is responsible for ensuring that employees of independent contractors have successfully completed a criminal records check or will be supervised when they have access to children.

The Executive Director has specified that "essential school services" are necessary services that would need to be provided by Employees if the services were not provided by an independent contractor (such as food, janitorial or clerical services).

IRC 6041; R.C. 3314.41

148.5Annual Financial Report³³

The School shall file an annual financial report, which must be prepared using generally accepted accounting principles. The report must contain the following:

- 1. The amount of collections and receipts, and accounts due from each source;
- 2. The amount of expenditures for each purpose;
- 3. The income of each public service industry owned or operated by a municipal corporation, and the cost of such ownership or operation (if applicable); and
- 4. The amount of public debt of each taxing district, the purpose for which each item of such debt was created, and the provision made for the payment thereof (if applicable).

The School must prepare two copies of the report. The original must be filed with the auditor of state at "Auditor of State, Local Government Services Division, 88 East Broad Street, Columbus, Ohio 43216-1140" or "Post Office Box 1140, Columbus, Ohio 43216-1140" and the copy must be retained by the School's fiscal officer. The report must be filed either in paper form or electronically in a manner and format prescribed by the auditor of state and must be filed within one hundred and fifty (150) days after the close of the fiscal year. At the time the report is filed with the auditor of state, the School's fiscal officer must publish notice in a newspaper of general circulation in the political subdivision or taxing district.

R.C. 117.38; OAC 117-2-03.

148.6Credit Cards³⁴

For purposes of this policy, credit cards are defined to include business check cards and debit cards. The Board recognizes the convenience and efficiency afforded by the use of School credit cards. A credit card shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or School-related activities and that only those types of expenses that are for the benefit of the School and serve a valid and proper public purpose shall be paid for by credit card. Any changes to credit card terms requiring consumer authorization, including changes to credit limits, shall be approved by the Board. As such, employees are required to abide by the following guidelines when using a School credit card.

- 1. All credit cards issued to and in the name of the School shall be held and supervised by the Executive Director.
- 15. Subject to the discretion of and the approval of the Executive Director, credit cards may be used for eligible goods and services including:
 - a. Transportation reservations and expenses.
 - b. Conference registrations.
 - c. Hotel reservation guarantees and expenses.
 - d. If monies are budgeted and deposited with the Executive Director in advance, credit cards may be used by Employees for student trips and competitions for safety and security reasons.
 - e. Reasonable real expenses, including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages, since the purchase of such beverages clearly fails to serve a valid and proper public purpose.
 - f. Purchases from vendors who do not accept purchase orders or vouchers, with prior approval from the Executive Director.
 - g. Other purchases approved by the Executive Director on a case-by-case basis.
- 16. Credit cards shall not be used for personal purchases or expenditures not allowed under this guideline. In particular, credit cards shall not be used for expenses that are not incurred in connection with Board-approved or School-related activities, are not for the benefit of the School, and do not serve a valid and proper public purpose. Use of credit cards in an unauthorized or illegal manner may result in revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase.
- 17. The Executive Director shall establish limits on the total dollar amount that an employee may incur as a part of any individual transaction based on the Executive Director's good faith estimate of the purchase or expense, which shall be approved or ratified by the Board of Directors.
- 18. Employees requiring the use of a School credit card shall request in writing such card from the Executive Director, which shall include a signed statement that the requesting employee has read this policy, and understands and agrees to abide by its terms.
- **19**. The School is a nonprofit instrumentality of the State of Ohio. Tax exemption forms shall be utilized and are available in the Executive Director's office.
- 20. Upon receipt of a School credit card, employees shall:

- a. Inform merchants that the purchase is for "Official School Business" and is not subject to State or local sales tax. However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.
- b. Maintain credit cards in a secure fashion and prevent unauthorized charges to the account.
- c. Maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices.
- d. Provide documentation of all purchases to the Executive Director in a timely manner to ensure prompt payment.
- e. Immediately notify his or her immediate supervisor and the Executive Director if the card is lost or stolen.
- f. After use, School credit cards are to be returned to the Executive Director, along with appropriate receipt copies of all charges.
- g. Upon receipt of the appropriate documentation, credit card expenditures will be paid through the Executive Director's Office.
- h. The Executive Director or his/her designee will monitor the credit card account(s) and reconcile all credit card accounts on a monthly basis. A report will be a part of the monthly Cash Activity Report reported to the Board.
- i. If the employee is terminated or resigns, he or she must return the credit card and shall remain responsible for any inappropriate use.
- 21. Failure to turn in receipts and appropriate forms to the Executive Director within five (5) business days may result in the charges being deemed unrelated or unsubstantiated. This amount will then be charged back to the user.
- 22. Credit Cards shall never be used for any cash withdrawal transactions or advances from a financial transaction device or automated teller machine ("ATM"), or to obtain any cash back on a credit card transaction.

See also Policy 148.1 Purchasing/Invoicing.

148.7Staff Reimbursement³⁵

Expenses which are incurred by professional staff members as a result of authorized travel for the School will be reimbursed to the extent provided for in these guidelines. Reimbursement is intended to provide for transportation, lodging, and food of reasonable and adequate quality. When traveling on School business, a professional Staff member is expected to use the same care in incurring expenses that a prudent person would exercise if traveling on personal business, and reasonable efforts will be made to reimburse actual expenses. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations, will not be considered prudent, nor will they be accepted for reimbursement. No charges for alcoholic drinks will be reimbursed. Rental cars must be economy rentals unless approved in advance by the Treasurer as otherwise necessary or prudent.

<u>Authorization and Procedure</u>: When travel is expected, a requisition form should be completed and approved by the Executive Director at least ten (10) days prior to the date a decision is needed. This request should detail all estimated expenditures.

<u>Reimbursement</u>: Reimbursement will be at the current approved IRS rate if driving on School business. If transporting students to competition or trips, Staff volunteers will be reimbursed actual expenses, documented by receipt, or at the IRS Approved Charitable Rate.

A Travel Reimbursement Form must be completed and signed by a supervisor. All claims must be supported by original receipted bills. Reimbursement for reasonable charges for tolls and parking will be made upon presentation of supporting receipts.

<u>Other Reimbursement</u>: Staff must follow all rules concerning purchasing and School credit card use. If Staff otherwise personally advances money on behalf of the School, it does so completely at its own risk of non-reimbursement, provided however, the Board is authorized to reimburse such advances only if it finds that the expenditure was made without adequate opportunity for prior approval, or was an emergency and advanced as a necessity, for the benefit of the School. All reimbursements must be supported by detailed receipts.

Staff cannot be reimbursed for any expense if the Staff member received a benefit through a rewards program for that expense. Rewards programs allow users to earn rewards based on how much money they spend. Examples of rewards programs include, but are not limited to, frequent flier miles, grocery store loyalty card programs, and hotel free night programs. This prohibition includes rewards programs tied to credit cards and loyalty customer cards.

Ohio Ethics Comm. Advisory Opinion No. 91-010

See also Policies 395 Purchasing Policies and 395.1 Purchase of Supplies and Materials, Equipment.

148.8Federal Grants Procurement, Monitoring, and Administration³⁶

In addition to the applicable policies set forth elsewhere in this manual, the following policies shall apply when the School expends federal grant funds to purchase property or obtain services.

A.<u>Competition</u>. To the extent required by law, the School shall use procurement methods that provide for full, free, and open competition and comply with the federal procurement regulations. If the School solicits bids or competitive proposals to secure property or services, the School shall award the contract to the party whose bid or proposal, after considering all appropriate facts, is most advantageous to the School.

The School shall exclude from competition for procurements any contractor that develops or drafts specifications, requirements, statements of work, or invitations for bids or requests for proposals.

B.<u>Code of Conduct</u>. No employee, officer, or agent of the School shall participate in selecting, awarding, or administering a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. A conflict arises when the employee, officer, or agent, a member of his/her family, his/her partner, or the employer or prospective employer of any of the above-mentioned individuals has a financial or other interest or a tangible personal benefit from the company selected to be awarded the procurement contract.

No employee, officer, or agent of the School may solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Any gratuities, favors, or anything of monetary value includes money and every other thing of value, meaning having more than a de minimis or nominal worth.

All employees, officers, or agents of the School must disclose in writing any potential conflicts of interest, whether real or apparent, to the School prior to participation in the selection, award, or administration of a contract supported by a federal award.

The School shall not conduct any procurement action involving a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, if the School would be unable or appear to be unable to be impartial in that procurement action.

Any employee, officer, or agent of the School found to have violated this Code of Conduct or any other applicable ethics laws or regulations will be immediately excluded from further participation in the selection, award, or administration of the contract supported by a federal award and may be subject to disciplinary actions, up to and including termination. The School shall promptly report any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal award to the awarding federal agency and specify any corrective action taken by the School.

Nothing in this policy shall be read to alter the obligations and restrictions on public officials pursuant to Ohio Revised Code Chapters 3314 and 102, and Section 2921.42-.44 as applicable to community schools.

C.Procurement Procedures. To the extent required by law:
- 1. The School shall review any proposed procurement to avoid purchasing unnecessary property or services. The School shall avoid purchasing duplicative items.
- 2. Before acquiring an item, the School shall compare the advantages of leasing and purchasing property, purchasing surplus property, or sharing services where permitted by law. The School shall also consider consolidation or breaking out procurements to obtain more economical purchases.
- 3. Prior to accepting bids or proposals, the School shall make independent estimates of cost and price. The School shall conduct a cost or price analysis in connection with every procurement transaction, including contract modifications.
- 4. The School shall ensure that its solicitations for goods and services contain descriptions and technical requirements of the goods and services sought, all factors to be used in evaluating bids or proposals, and provide any other information required under the applicable federal regulations. The School shall not require brand name products unless the brand name is specified as a means to define the performance or other salient requirements of procurement.
- 5. The School shall attempt to ensure that the parties with which it contracts are responsible and capable of fulfilling the terms and conditions of the contract. The School shall give consideration to the contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources.
- 6. The School shall only use time and material type contracts after a determination that no other contract is suitable and, if a contract includes a ceiling price, the contract must specify that the contractor exceeds the ceiling at its own risk.
- 7. The School shall create and maintain records that document the procurement process that the School followed in each procurement transaction, including the rationale for utilizing the selected procurement method, the selection of contract type, the basis for awarding or rejecting the contract, the justification for lack of competition if competitive bids or proposals are not sought, and the basis for the award cost or price.
- 8. The School shall make its procurement records available for review upon request by the awarding federal agency or pass-through entity.
- 9. Before deciding to use grant funds to host or attend a meeting or conference, the School shall ensure that the meeting or conference is (a) consistent with the School's approved grant application, (b) necessary to achieve the goals and objectives of the grant, and (c) for purposes of disseminating technical information, and (d) that the School has used only the grant funds necessary to accomplish legitimate meeting and conference business.
- 10. Whenever practicable, the School shall utilize lower cost alternatives in lieu of attending meetings or conferences.
- 11. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents relating to the use of federal grant funds for procurement purposes, the School shall state the percentage of the total cost funded by federal money, the dollar amount of federal funds available for the project or program, and the percentage and dollar amount of the total cost of the project or program financed by non-governmental sources.
- D.<u>Contract Provisions</u>. Procurement contracts shall, at minimum, include the terms and conditions that are required by the applicable federal procurement regulations, including all necessary terms as required by the Trafficking Victims Protection Act of 2000 (TVPA). To the extent required by law, the School shall require that the person awarded a contract satisfy the bonding

requirements set forth in the applicable federal regulations and shall comply with the TVPA and its corresponding regulations.

- E.<u>Contract Administration</u>. The School shall delegate to one or more school employee the responsibility for administering all procurement contracts and ensuring that the party awarded the contract satisfies the terms, conditions, and specifications of the procurement contract or purchase order.
- F.<u>Small/Minority/Women Businesses</u>. The School shall take affirmative steps to contract with small businesses, minority-owned firms, and women's business enterprises when possible. The School shall also require a contractor, if it subcontracts, to take affirmative steps to contract with small businesses, minority-owned firms, and women's business enterprises when possible.
- G.<u>Dispute Resolution</u>. Any issues related to the procurement contract and administrative procedures, including source evaluation, protests, disputes, and claims, will be resolved according to the following dispute resolution procedures, and the School will disclose information regarding the dispute to the appropriate federal officials. Any grievant must file a written complaint requesting an opportunity to be heard by the Governing Board or the Board's designee. The Board or its designee will review any information presented and provide a written decision within a reasonable time. If the grievant is not satisfied with this decision, the matter shall be submitted to a qualified mediator for mediation. The parties will make every attempt to resolve such disputes through mediation and shall equally split all fees or costs of any third party mediator.

If the School suspects or determines that the contractor has likely violated local, state, or federal law, the School will refer the matter to the proper authority having jurisdiction over the matter.

H.<u>Debarred, Suspended, or Ineligible Contractor</u>. The School shall not award contract to parties that have been debarred, suspended, or otherwise excluded from or are ineligible for participation in Federal assistance programs and activities pursuant to the federal System for Award Management available at <u>www.sam.gov</u>.

Federal Grant Administration

The School shall ensure that these procedures are followed with respect to all federal grant applications submitted by the School and all federal grants that are awarded to the School.

- A.<u>Monitoring Grant Applications</u>. The School shall delegate to one or more persons the responsibility for monitoring all pending federal grant applications, and that person or persons shall provide the Board with a report on the status of all federal grant applications at each regularly scheduled Board meeting.
- B.<u>Monitoring Grant Expenditures</u>. The School shall delegate to one or more persons the responsibility for monitoring federal grant expenditures, and that person or persons shall provide the Board with a report on the expenditures made from each federal grant at each regularly scheduled Board meeting.

C.<u>Final Expenditure Reports</u>. The School shall delegate to one or more persons the responsibility for reviewing all final expenditure reports for each federal grant that the School was awarded, reconciling the report(s) with the School's financial records, and ensuring that the final expenditure report for each federal grant is complete and accurate.

Effective for fiscal years 2015 and 2016, the School selected to postpone the implementation of this internal procurement policy unless the Board resolves to adopt the Uniform Grant Guidance pursuant to 2 C.F.R. 200 for any earlier grant.

2 C.F.R. 200; 2 C.F.R. 175.15.

See Appendix 148.8-A Methods of Procurement Using Federal Grant Funds. See also Policy 114 Ethics and Conflicts Policy, Policy 148.2 Fixed Asset Policy/Title I and Federal Grant Assets Policy, Policy 149 Use of Cellular Telephones and Other Wireless Technologies, and Policy 205 Program Assessment.

148.9Investments³⁷

It is the policy of the Board to invest public funds, gifts, donations, or other monetary assets in a manner that will provide the investment return with the maximum security, safety, and preservation of Executive Director, while meeting any cash flow demands of the School. Investments shall be made with the judgment and care that a reasonable person of prudence would exercise in the management of his/her own affairs.

The fiscal officer, in consultation with the Finance Committee of the Board, if any, shall inform the Board of the degree of risk, potential and likely returns, and security and safety of an investment. If the investment is a gift or donation and is already invested in a particular manner, the fiscal officer and/or Finance Committee shall review the investment and report to the Board a recommendation as to whether to accept, re-invest, alter, sell, or otherwise manage the investment. The fiscal officer shall inform the Finance Committee and the Board in a timely manner about any adverse development in an investment.

The fiscal officer is the investment officer of the School and is charged with the responsibility for the purchase and sale of investments and the carrying out of this investment policy. Acting in accordance with this policy and adherence to the prudent personal standard expressed in this policy shall relieve the fiscal officer of personal responsibility.

148.10Cost Principles and Financial Management for Use of Federal Funds³⁸

Federal grant awards will be administered efficiently and effectively through the application of sound management practices consistent with the federal Uniform Grant Guidance and any underlying grant agreements.

Financial Management

Grant funds must be managed in compliance with all applicable federal, state and local laws and rules as well as the terms of any federal grant award.

The School shall do all of the following:

- Identify in its accounts all federal award funds received and expended and shall specify the federal program under which those awards were received. Whenever applicable information is available, accounts must include the Catalog of Federal Domestic Assistance ("CFDA") title and number, the federal award identification number and year, the name of the awarding federal agency, and the name of the pass-through entity.
- 2. Make accurate, current and complete disclosures of the financial results of each federal grant award as required by the terms the award.
- 3. Maintain records that adequately identify the source and application of funds used for federally funded activities. Records must contain information about the awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and shall be supported by source documentation.
- 4. Exercise control over and accountability for all funds, property and other assets purchased with federal funds. All assets shall be safeguarded and the School shall assure that they are used only for authorized purposes.
- 5. Regularly compare expenditures with budget amounts for each federal award.

Cost Principles

All costs must conform to any limitations or exclusions set forth in the federal award. The School shall only assign a cost to a federal award as a direct cost when no other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost. Costs shall not be included to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.

Costs shall be determined in accordance with generally accepted accounting principles ("GAAP") and shall be consistent with policies and procedures that apply uniformly to both federally-financed and non-federally financed activities.

All costs must be adequately documented and shall be necessary, reasonable and allocable to the performance and administration of the relevant federal award. Costs must be reasonable in both the nature and amount. The following shall be considered when to determine if a cost is reasonable:

1. Whether the cost is a type recognized as ordinary and necessary for the School's operation or for the proper and efficient performance of the federal award;

- 2. Applicable restraints imposed on the cost, including sound business practices, arm's-length bargaining, and relevant federal and state laws and rules;
- 3. Market prices for comparable goods and services for the geographical area;
- 4. Whether individuals authorizing the cost acted prudently when considering the costs; and
- 5. Whether the cost amounts to a significant deviation from established School practices that may unjustifiably increase costs.

Payments

Methods of payments utilized by the School must minimize the time elapsing between the transfers of funds to and from vendors. Any funds drawn in advance must be as close in time to the actual related expenditure as feasible.

Compensation

Employee or contractor compensation, including wages, salaries and fringe benefits, shall be permitted to the extent that:

- 1. The rate of compensation is reasonably consistent with (a) compensation paid for similar work in other activities by School employees or contractors, if any, or (b) compensation for similar work in the labor market; and
- 2. Compensation is supported by records that accurately reflect the work performed.

The School shall comply with all requirements to document the time and effort of personnel whose compensation is funded in whole or in part using federal grant funds. Reports must provide reasonable assurances that personnel charges are accurate, allowable and properly allocated. Time and effort reports shall be maintained by the School and shall comply with the School's established accounting practices.

Uniform Grant Guidance, 2 C.F.R. 200 et seq.; 2 C.F.R. 200.302; 2 C.F.R. 200.305; 2 C.F.R. 200.430; 2 C.F.R. 200.431.

See also Policy 148.2 Fixed Asset Policy/ Title I and Federal Grant Asset Policy and Policy 148.8 Federal Grants Procurement, Monitoring, and Administration.

148.11Crowdfunding³⁹

All crowd-funding campaigns shall be reviewed and pre-approved by the Executive Director or his/her designee.

The Executive Director or his/her designee shall ensure that the proposed crowdfunding campaign does not violate any federal or state law, including those governing the confidentiality of student information, and that the campaign seeks donations that comport with the School's education philosophy, needs, and technical infrastructure.

School employees must use a 501(c)(3) nonprofit crowdfunding service and donations must be sent directly to the School.

No donations will be accepted without the approval of the Board. All crowdfunding campaigns shall be through a School account. Any and all crowdfunding donations are the property of the School, which shall be entered promptly into the school property inventory or deposited in School bank accounts, and used exclusively for the stated purpose of the crowdfunding campaign. The Executive Director or his/her designee shall determine if the crowdfunding service obligates the School to assume any responsibility to file government-required reports of charitable activities, and if so, shall ensure such government-required reports are filed.

149Use of Cellular Telephones and Other Wireless Technologies⁴⁰

The Board recognizes that the use of cellular telephones and other wireless devices (*i.e.*, smartphones, Blackberries, tablets, wifi- or cellular data-enabled devices, broadband access devices, pagers/beepers, personal digital assistants (PDAs or Palm Pilots), mobile "hotspots," etc.) ("Wireless Communication Devices," "Device," or "Devices") have become routine in daily life. Wireless Communication Devices may also serve to support the efficient and effective operations of the School. All administrators, teachers, and staff shall be permitted to possess personally-owned Wireless Communication Devices at the School at their own expense.

Due to the nature of some positions and job duties of certain employees, the Board may determine that possession and use of a Device by select employees is essential to the proper functioning of the School. Where the Board finds that an employee's possession and use of a Device is necessary, the Board may either: (1) provide the employee with a Board-owned Device for the employee's work-related use, or (2) provide the employee with a monthly allowance of up to a set dollar amount, as established by the Board, to be used for expenses related to the possession and use of a personally-owned Device.

Board-Owned Wireless Communication Devices

Devices provided by the Board are intended to be tools for conducting School business and enhancing business efficiencies. Use of Board-owned Devices is not intended to give a personal benefit to any employee. Employees shall not use Board-owned Devices as their primary means to make phone calls, send text messages or emails, or otherwise communicate, unless the use of the Device constitutes the most cost-effective means to conduct School business. When a less costly alternative method of communication is safe, convenient, and readily available, the employee shall utilize that method of communication.

The Executive Director shall regularly ensure the following:

- A. The need for each Board-owned Device and corresponding service account is clearly justified for School business purposes;
- B. Alternative solutions for work production and communication have been considered;
- C. Employees provided with Devices and service understand the purpose and limitations of usage;
- D. Wireless Communication Device service account invoices outlining the details of usage are received and reviewed for conformance with this policy;
- E. Employees reimburse the Board for non-business use of Board-owned Devices; and
- F. Use of a Board-owned Device service account is terminated when no longer justified by business requirements, when the Employee leaves employment, and/or when the Employee has demonstrated a disregard for School policies.

Board-owned Wireless Communication Devices may be used for the following:

- A. To make phone calls, send text messages or emails, or otherwise communicate in emergency situations; and
- B. To place calls, send text messages or emails, or otherwise communicate with the administration, other employees, or parents concerning classroom or school-based activities.

Wireless Communication Device service accounts are expected to be set at the minimum service level that fulfills the business needs for the position in question. If the cellular telephone contract is based on minutes used, a minimal plan shall be utilized. In other words, the smallest plan available to accommodate the particular business need shall be utilized. If the Device is wifi- or cellular data-enabled or is a broadband access device, the contract that is selected for an employee should provide for only the necessary amount of cellular data or broadband access as is necessary to meet business needs. The Wireless Communication Device contract that is selected for an employee should be the one that provides a combination of services, including but not limited to the number of minutes/ talk time, cellular coverage, and local call zone most nearly matching the employee's recurring business needs.

Possessing a Board-owned Device is a privilege and all employees are expected to use the devices appropriately and responsibly. Employees are responsible for managing the cost-effectiveness of Devices by utilizing assigned landlines, accessing wifi, and using desktop hardware where such secure, appropriate, and available alternatives exist. Employees should be aware that excessive use of Devices capable of using cellular data or accessing broadband services may result in overage charges and temporary suspension of the use of cellular data or broadband service.

Employees must safeguard any Board-owned Device in their possession. Reasonable precautions should be made to prevent equipment loss, damage, theft, and vandalism. The Board reserves the right to audit all Board-owned Devices and their use. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the Device for return or inspection. Employees unable to present the equipment in good working condition within the time period requested (e.g., twenty-four (24) hours) may be expected to bear the cost of a replacement device. Staff who leave employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

Personally-Owned Wireless Communication Devices Reimbursed by the School

The Board may elect to reimburse the Executive Director or other designated employees for additional charges incurred as a result of the use of a personal Device for the purpose of conducting School business. Employees designated for reimbursement shall provide the Executive Director with their cellular telephone numbers, if the reimbursement is for costs associated with cellular telephone service, so that the employees may be contacted as the need arises.

Reimbursements received by employees may be considered additional compensation for income tax purposes. For individual determinations of tax liability, employees should speak with a personal tax advisor.

Responsible Use of Wireless Communication Devices

Except in the event of an emergency, use of Devices will not be permitted during periods of instruction or supervision of students, unless use of the Device is instrumental to the lesson. All Devices shall be kept on "silent" at all times during periods of instruction and supervision of Students, unless the employee is directed or permitted by the Executive Director or his/her designee to act otherwise. Employees may use personally-owned Devices for personal uses, such as to make personal calls, but use is limited to employee break periods and lunch period. It is the responsibility of employees to ensure that friends and family members are aware of the Board's policy.

Employees are expected to use discretion in using personal Devices while at work, and all calls, emails, text messages, or other communication made on School property, even personal communications, should be professional and appropriate for an educational environment.

Safety is a priority of the Board, and responsible use of Devices includes safe use. Employees are discouraged from using Devices at all times while driving. Employees are prohibited from text messaging and emailing while driving any School owned or rented vehicle, any government owned vehicle, or while driving any privately owned vehicle when on official School business or when performing any work on behalf of the government or School. Staff should plan to make all calls, send text messages and emails, or engage in other communications either prior to traveling or while on rest breaks.

When a Device is equipped with an internal security mechanism, such as a "lock", "passcode," or "password" feature, employees must utilize such internal security mechanism to protect the contents of the Device from unauthorized access. Employees shall also be responsible for safeguarding personally-owned Devices and should be aware at all times of the location and accessibility of the Device to unauthorized users. Employees are responsible for any intrusion into an "unlocked" or unprotected Device.

Even when Devices are "locked," the Devices and the data stored therein are not absolutely secure. Employees should use discretion in relaying confidential information, particularly confidential information relating to Students, through the use of Devices. Except in the event of an emergency, Employees shall not record, capture, or transmit any audio, video, or photographic images of any Student during School hours, on School grounds, or during a School-sponsored event, without the express permission and prior notice of the Student's parent. Additionally, Employees should be aware that all recorded wireless communications, including emails, text messages, calls, or other communications made or received using a Device that serve to document the function of the School may constitute public records subject to inspection.

Devices containing a built-in camera or video recorder are prohibited from use in locker rooms, bathrooms, swimming pools, or other areas where it is reasonably anticipated that individuals may be in various stages of undress.

If deemed necessary, the Executive Director shall prepare the necessary administrative guidelines for the implementation of this policy. Violation of this policy or any adopted administrative guidelines may constitute just cause for disciplinary action up to and including termination.

SECTION 150

ADMINISTRATION/PROGRAM/SCHOOL POLICIES

151Approval of Management by Management Company⁴¹

The Board is authorized to approve of independent management of the School and the term of any Management Company contract, if any.

152Board/Executive Director/Management Company/Fiscal Officer Relationships⁴²

The Governing Authority believes that it is the primary duty of the Board to establish, adopt, and/or review policy and that of the Executive Director to help establish and to administer such policy. The Management Company, if any, should recommend policies, and be given the latitude to determine the best method of implementing the policies of the Board.

The Executive Director, as the chief executive officer of the School, is the primary professional advisor to the Board. S/he is responsible for the development, supervision, and operation of each program and service. His/her methods should be made known to the Staff through the administrative guidelines or Policies of the School. The Board shall retain oversight of such policies.

The fiscal officer is the primary professional advisor to the Board on fiscal matters even if subcontracted for, or hired by or through an independent management company. The fiscal officer may or may not be an officer or Board member of the Corporation but shall have general supervision of all financial matters overseen by the Board.

153Role of Management Company, if any⁴³

The Board is responsible for determining the success of any Management Company hired by it, in meeting the goals established by the Board. The Board, in formulating its position with regard to the performance of the Management Company, shall rely, whenever possible, on the objective outcomes of its evaluations rather than on subjective opinions.

The Management Company, if any, shall strive to achieve Board goals for students by providing educational direction and supervision to the Staff and by acting as a proper model for Staff and students both in the School and outside the School.

The Management Company, if any, shall be directly responsible to the Governing Authority for the performance of all of the responsibilities outlined in any Management Contract.

154Job Descriptions⁴⁴

The Board directs the Executive Director or the Management Company, if any, to maintain continuously a comprehensive, coordinated set of job descriptions for Staff so as to promote effectiveness, efficiency, and economy in the operation of the School, and to coordinate its personnel policies with the Contract and School policies. No job description shall preclude the Board or Executive Director from adding or subtracting from such description at any time.

155Mission Statement

The mission of IMAC is to provide a pathway for life-long career/educational pursuits, and employment opportunities. Every student will leave IMAC with a quality education, high school diploma, and career technical skills necessary to find continued employment.

156Vision Statement

Our goal is to challenge our students intellectually, grow them socially, and guide them toward independent thinking and problem solving. As we strive to promote healthy development in all aspects of each student's life, our focus is on promoting a student body with good character. We want our students to make good choices and decisions resulting in successful and healthy outcomes. We want to instill within our student body a sense of pride.

$157 Insurance^{45}$

The Governing Authority shall purchase with School funds the type and amount of insurance necessary to protect the School from major financial losses.

Coverage shall include, but need not be limited to, the following:

- A. fire and extended coverage on buildings and contents;
- B. comprehensive bodily injury, property damage on automobiles, buses and trucks;
- C. special coverage for equipment not ordinarily covered under a standard policy, if applicable;
- D. employee insurance coverage as specified in the Charter Contract or by Board action;
- E. worker's compensation coverage;
- F. legal liability for Board members and officers; and
- G. that insurance required under the School's Contract.

The \Box School Treasurer, \Box fiscal agent, \Box Executive Director, or \Box management company (check one) shall administer the insurance program.

158Curriculum Development⁴⁶

The curriculum and educational program shall be developed, evaluated, and adopted on a continuing basis and in accordance with a plan for curriculum growth established by the Executive Director or his/her designee.

As educational leader, the Executive Director or his/her designee shall be responsible to the Board for the development and evaluation of curriculum.

For purposes of these Board Policies and for consistent communication throughout the School, curriculum shall be defined as all the planned activities of the School, including formal classroom instruction and out-of-class activity, both individual and group, necessary to accomplish the educational goals of the School and such curriculum is set out in the Contract with the Sponsor.

The Board directs that the curriculum of this School:

- A. provide instruction in courses required by the School's Charter Contract; and
- B. be consistent with the School's mission, philosophy and goals.

The Executive Director or his/her designee may conduct such innovative programs as are deemed desirable to the continuing growth of the instructional program and to better ensure accomplishment of the School's educational goals.

The Executive Director or his/her designee shall report each such innovative program to the Board along with its objectives, evaluative criteria, and costs, and, a recommendation as to any necessary changes in the Contract with the Sponsor.

The Board encourages, where it is feasible and in the best interest of the School, participation in programs of educational research.

The Board directs the Executive Director or his/her designee to pursue actively State and Federal aid in support of all School activities.

159Development of School Policies⁴⁷

The Board itself will formulate and adopt policies and may accept recommendations of the Executive Director. The Board delegates to the Executive Director or his/her designee the function of designing and implementing the guidelines, required actions, procedures, and detailed arrangements under which the School will operate. These administrative guidelines shall not be inconsistent with the Policies adopted by the Board, unless the law so requires.

The Executive Director or his/her designee may also issue such handbooks as s/he may consider necessary for the effective administration of the schools and distribute them to staff and students and/or their parents.

As long as the provisions of these administrative guidelines, procedures, or handbooks are not inconsistent with Board policies, or with federal or state law, they shall be binding upon all staff and students.

The Executive Director or his/her designee shall maintain a current organizational chart to which immediate reference can be made by the Board.

Attachment 5

INTERACTIVE MEDIA & CONSTRUCTION ORGANIZATION CHART



This Agreement will be in effect starting February 1, 2020, by and between David Shirley (hereinafter referred to as "Consultant") and Interactive Media And Construction.

Consultant agrees to provide CCIP support services for the remainder of the 2019/2020 SY. Deborah Franklin is the contact and will collaborate with Consultant on all CCIP matters.

Consultant agrees to:

- Complete budgets/plan and submit for approval,
- Correspond with the ODE Consultants on behalf of IMAC
- Updating OEDS and CCIP Roles
- Update Goals, strategies and Actions steps within the planning tool.
- Coordinate with Treasurer on Annual budget/5-year forecast/FER
- Respond to and Resolve all CCIP Notes
- Advise on expenditures
- Respond to and Resolve MOE issue

IMAC agrees to pay to Consultant the sum of\$ in two payments, which will be on February 15, 2020 and _on June 30, 2020.

Cancellation of this contract will be mutually-agreed upon between David Shirley and Deborah Franklin (IMAC Representative)

David W Shirley

Date Deborah Franklin Date

2019-20 SCHOOL YEAR

EMPLOYMENT AGREEMENT- ORGANIZATIONAL COACH/TEACHER

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2019, by and between the Interactive Media and Construction Academy ("IMAC"), an Ohio nonprofit corporation ("IMAC" or "School") and **Mr. Michael Pond**("Teacher"). In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. <u>EMPLOYMENT</u>. IMAC hereby employs Teacher and Teacher hereby accepts such employment on the terms and subject to the conditions set forth herein. Teacher represents and warrants to IMAC that (s)he is free to accept employment with IMAC and that (s)he has no prior or other employment or work obligations or commitments of any kind to any third party which would hinder or interfere with his/her acceptance and full performance of his/her duties hereunder. Teacher agrees not to and shall not during the term hereof enter into any employment, consulting, or compensation arrangement or agreement with any third party that would interfere with his/her responsibilities under this Agreement without the written consent of the Principal. Teacher shall work onsite at Interactive Media And Construction (IMAC.

II. <u>AREAS OF RESPONSIBILITY</u>. Teacher will teach at the assigned grade or age levels and subject areas, and agrees to perform such other duties as may be required by IMAC, at its sole discretion. Any job description given to Teacher, as may be modified by IMAC or the Director at his/her discretion, is attached hereto and incorporated herein as **Exhibit A**.

Work days include those delineated on the School calendar, and are also, without limitation, in-person classroom days with students, parent-teacher conferences, meetings, teacher professional development days, open houses, recruitment events, and other school programming as assigned by the Principal. Absence from any assigned functions will require advance approval by IMAC whenever possible. **Teacher shall implement the educational program in his/her classroom as defined in the School's Community School Contract** (the "Contract"), and also as outlined in the School's policies and procedures. Teacher shall be thoroughly prepared to execute his/her teaching responsibilities, and for meetings other School functions as set forth herein or as otherwise required by the Principal or the Superintendent.

This Agreement shall at all times be conditioned upon and subject to the requirement that Teacher shall hold a valid Ohio Teacher's Certification or Teacher's License issued in the manner prescribed by law; and that Teacher meets the definition of "highly qualified" under the applicable law, as it is changed from time to time.

III. <u>EFFECTIVE DATES AND TERMINATION</u>. This Agreement is effective beginning the 1st day of July, 2019, and shall continue in full force and effect until the 6th day of June, 2020 (the "Effective Period"), unless and until terminated pursuant to this Section.

Notwithstanding the Effective Period of this Agreement the employment of Teacher may be terminated at any time for "cause." For purposes hereof, "cause" shall exist if Employee: (a) commits any fraud, theft, embezzlement, or act of dishonesty or misrepresentation in act or omission in the course of performing his/her duties hereunder; (b) misrepresents or fails to communicate any material fact, which misrepresentation or failure may be injurious to the School; (c) is convicted of a crime at the Board's discretion; (d) fails to comply with any federal, state, or local law, rule, or regulation which applies to or otherwise affects his/her duties hereunder or his/her performance, or the School; (e) falsifies by act or omission any of School's records; (f) commits any act of moral turpitude which in any way affects or is injurious to the School including its reputation; (g) secures or attempts to secure personally, directly or indirectly, any profit or advantage which would normally inure to the benefit of the School; (h) engages in any negligence or malfeasance, or nonfeasance in the performance of his/her duties; (i) has excessive absenteeism or lack of output of work; (j) breaches the provisions of paragraph V hereof; (k) suffers death of the Employee; (I) is employed when or if the School dissolves or winds up its operations, or, if the School's authorized sponsor modifies or terminates its Contract in any way that causes termination; (m) is employed when there is inability of the School to afford Employee's position or if the School suffers financial concerns at the sole discretion of the Superintendent or the Board; (n) fails to abide by the policies, rules, regulations or procedures of the School's; (o) commits insubordination to the administration or Board of the School; (p) has mediocre or poor evaluations, (g) commits any ethical or professional misconduct, or conduct unbecoming to a teacher or licensed employee; (r) has poor classroom management skills; (s) fails to respond to deadlines for submissions, reports, tasks under Employee's job description or as requested by administration of the School, or pursuant to requirements of state or federal law or the sponsor of the School; (t) breaches any term or provision of this Agreement (including but not limited to a breach of the Effective Period which may be reported to the Department of Education); (u) fails to follow policies or procedures of the School, or (v) displays inability to perform to state standards when imparting curriculum to students in a manner for students to be proficient or to pass the required state tests. Teacher specifically acknowledges that this Agreement makes no promises of continued employment for renewed or subsequent terms from School officials or any of its representatives.

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IV. <u>COMPENSATION</u>. Teacher shall receive an annual salary of { during the Effective Period, which shall be payable in 24 equal installments subject, however, to termination before the end of the Effective Period, in which event Teacher shall be paid only through his/her last date of work. Pay for less than the Effective Period shall be prorated proportionately. Subject to eligibility requirements, IMAC shall make available to Teacher such employee benefits and fringe benefits as it provides to its employees in similar positions and with similar compensation, which benefits may be eliminated or changed by the Board from time to time, at its sole discretion. Deductions authorized by law or policy shall be made by IMAC from the installments of compensation due to Teacher.

V. CONFIDENTIALITY AND NONSOLICITATION. In the course of Teacher's employment with IMAC, Teacher will have access to confidential information pertaining to IMAC, the School's students including any educational records, and IMAC or School's operations and practices, including, but not limited to, services, techniques, computer programs, marketing practices and procedures, marketing strategies, business plans and strategies, future financial plans, future marketing plans, records, teaching methods, student lists, grades, test results, credit and financial information, cost structures, office procedures, and other trade secrets of the IMAC or the School, ("Confidential Information"). During the term of this Agreement, and after termination of Teacher's employment with IMAC, Teacher shall not, directly or indirectly, disclose or convey Confidential Information to any person or entity, or use any Confidential Information for Teacher's own benefit, for the benefit of any other person or entity, or to the detriment of IMAC or the School, without the Superintendent's prior written consent, except as may be required by a valid and enforceable order of a court or governmental authority. Further, Teacher agrees to and shall take any and all reasonable steps to protect such Confidential Information from disclosure to any unauthorized third party.

Teacher agrees that during and after any employment with the IMAC, that Teacher shall not employ, solicit for employment, enter into business with, or enter into any affiliation for business purposes with, or otherwise contract for the services of, any current or future employee of the IMAC or the School, for a period of two years after employment ends.

Teacher hereby acknowledges and agrees that his/her actual or threatened breach or violation of this Section will in all likelihood cause substantial and irreparable damage to IMAC, and shall entitle IMAC, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies shall not be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to IMAC. Further, Teacher hereby agrees that if (s) he is held by any court of competent jurisdiction to be in violation, breach, or nonperformance of this Section, (s) he shall pay all costs of such related action or suit, including reasonable attorney's fees incurred by IMAC. The rights, duties, and obligations pursuant to this Section shall survive the termination of this Agreement, and shall continue to bind the parties hereto to their terms and provisions in perpetuity.

VI. ADDITIONAL AGREEMENTS. IMAC and Teacher mutually agree that:

Notwithstanding any specification or reference herein, this Agreement is subject to, and Teacher must comply with, all applicable laws of the federal and state governments, the School's approved Community School Contract, and all bylaws, policies, procedures, rules, resolutions and regulations of IMAC or the School as are in effect at any time during the term of this Agreement.

Teacher will provide evidence of a valid Ohio driver's license and driver insurability under the applicable laws of the State of Ohio. IMAC will provide vehicle and liability insurance if Teacher is required to drive any IMAC or School vehicle and/or any School student. The fee for performing BCII and FBI background checks will be borne by the Teacher. This Agreement and IMAC's obligations are conditioned upon the approval by IMAC, at its discretion, of all background checks of Teacher. Teacher hereby authorizes and consents to the release of all background checks to the IMAC Board of Directors, top Administration and the Sponsor of the School.

This Agreement and IMAC's obligations hereunder are contingent upon IMAC being adequately funded and being and remaining in operation for the term of this Agreement.

All records, files, materials, documents, and equipment relating to IMAC's or the School's operations (the "Materials") which the School supplies to Teacher or which Teacher prepares, uses, or comes into contact with in the course of his/her employment with IMAC, shall be and remain School's sole property and shall be returned to the Principal upon termination of Teacher's employment. The Materials shall be in the same condition as when supplied, normal wear and tear expected.

VII. <u>REPRESENTATIONS</u>. Teacher acknowledges and represents (a) that (s)he has not relied upon any representation with respect to the subject matter of the Agreement except as set forth herein and (b) that (s)he has relied upon his/her own judgment in entering into the Agreement, and (c) that (s)he has not been induced to enter into the Agreement as a result of any representations by IMAC, its affiliates, operator, agents or representatives, regarding the availability of additional employment opportunities with IMAC.

IMAC's Board of Directors have relied upon Teacher's representations made in his/her employment application, resume and interview(s) with regard to Teacher's education and work experience in offering him/her employment at IMAC, as well as all status as highly qualified under federal and state law. Teacher's representations to IMAC are a material factor in its entering into this Agreement and are incorporated by reference into this Agreement.

VIII. <u>MISCELLANEOUS PROVISIONS</u>. This Agreement contains the complete agreement between the parties concerning Teacher's employment with IMAC hereunder and supersedes all other prior agreements or understandings (whether oral or written) between the parties with respect to the subject matter hereof. This Agreement may only be amended or modified in a writing executed by both of the parties hereto.

The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or notification shall be offered or received in evidence at any proceeding or litigation between the parties arising under this Agreement, unless such waiver or notification is in writing and duly executed.

All agreements and covenants contained herein are severable. The invalidity or unenforceability of any provision of this Agreement as applied to a particular occurrence or circumstance or otherwise shall not affect the continued validity and enforceability or applicability of any other provision of this Agreement. This Agreement shall be deemed to have been entered into and to be performed in the State of Ohio and shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and date set forth herein above.

Michael

Interactive Media and Construction Academy

Its: Governing Authority President (or authorizing representative)

[Exhibit A - Job Descriptions on next page)

Exhibit A

Job Description

Job Title:Classroom Teacher - AcademicsReports to:Principal

Job Status:ExemptWork Calendar:<u>174</u>Day minimum

Primary Function:

The Highly-Qualified teacher is responsible for the creation and execution of specified course content that meets the common core standards as developed by the Ohio Department of Education.

Major Responsibilities:

The following are typical work responsibilities. Essential job duties are marked with an asterisk.

- Create lesson plans that meet the subject standards as stated by ODE.*
- Maintain current knowledge of class content and changing standards for your subject matter.*
- Present lessons to students in effective manner.*
- Monitor and Report student progress.*
- Reflect upon lesson to make changes and improvements in the form of remediation, modifications, and enrichment based on various learning styles of students.*
- Maintain effective classroom management.*
- Strives to develop rapport with students, staff, and parents and serves as a positive role model.
- Maintains open and effective communications. Promotes School's mission, philosophy, and vision. Serves as an information resource. Keeps administration informed about emerging issues.
- Performs other specific job-related duties as directed.

Qualifications: (education / software/ physical demands)

- Maintain respect at all times for confidential information.
- Remain current with technology and other workplace innovations that support job functions
- Professional tact, diplomacy and presentation with administrators, staff, teachers, students, parents and the community
- Conscientious and assumes responsibility for own work performance
- Respectable moral character and good attendance record.
- Effective organizational, planning and project management skills.
- A record free of criminal violations that would prohibit public school employment.
- Complies with drug-free workplace rules and board policies.

The following personal characteristics and skills are important for the successful performance of assigned duties.

- Acknowledges personal accountability for decisions and conduct.
- Averts problem situations and intervenes to resolve conflicts.
- Effectively uses listening, observation, reading, verbal, nonverbal, and writing skills.
- Maintains an acceptable attendance record and is punctual.
- Organizes tasks and manages time effectively to meet deadlines.
- Skillfully manages individual, group, and organizational interactions.

Exhibit A

Organizational Coach

Coach Job Description

Accelerator of organizational and personal growth to immerse students, teachers, and administrators in an intentional culture that promotes a new level of achievement Facilitate building relationships and processes that bring out the best in people

Minimum Qualification:

Master's in Education, Business, or Human Relations preferred Knowledge and implementation of the Flippen process (Capturing Kids' Hearts) or willing to learn Knowledge and implementation of PBIS or willing to learn

Job Duties

Career tech/Work keys programs monitoring

Portfolio and processes training and monitoring

Modeling and monitoring of operational and instructional best practices related to work readiness Assess, develop, and provide ongoing appropriate Professional Developments for staff related to PBIS, Capturing Kids' Hearts, MAP data, and current academic software, as a minimum Gather data within the organization and provide on-going debriefing of the data to:

- > Chart a practical path toward self-improvement growth plan
- > Celebrate and leverage individuals natural, innate styles
- > Develop new behaviors aligned with personal and professional goals
- Develop coaching packages based on individual's needs, scope and schedule and provide one-on-one coaching
- Identify/Understand and develop processes based on the strengths and constraints of the team.
- Compare team data against database of high-performing leaders and provide recommendations to fill any gaps.
- > Develop and implement a data-driven strategy to grow the leadership ability of staff.
- > Unpack insights and implement growth strategies.
- > Work with staff to develop a personally customized growth plan.
- > Measurable, achievable steps, quickly resulting in significant positive impact.



INTERACTIVE MEDIA & CONSTRUCTION 215 N. TRIMBLE RD. MANSFIELD, OHIO 44906

PHONE: 419-525-0105 FAX: 419-525-0106

This AGREEMENT ("Agreement") is made by Mrs. Lillie Shelby and the IMAC Governing Board

WHEREAS, Mrs. Lillie Shelby is authorized to enter into agreements to provide services to the IMAC, payment of which shall be specified in this Agreement;

WHEREAS, the IMAC Academy wishes to utilize Mrs. Lillie Shelby services during the term of this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. SERVICES

- a. During the term of this Agreement, IMAC hereby engages Mrs. Lillie Shelby to perform services required by IMAC.
- b. Mrs. Lillie Shelby hereby represents and warrants to the IMAC that she has the necessary expertise, licenses, permits and capability to provide the services and covenants to furnish her best skill and judgment in performing the services as set forth herein.
- c. Mrs. Lillie Shelby duties shall be as follows:
 - 1) Provide IMAC Psychology Services for the 2019-2020 school year.
 - 2) Provide IMAC Intervention Specialist Services for the 2019- 2020 school year.
 - 3) Provide IMAC Organizational Coaching services for the 2019-2020 school year.

2. TERM

IMAC shall adopt a resolution ratifying this Agreement. This Agreement shall begin on August 1, 2019 and shall terminate on June 30, 2020. This agreement can be terminated by either party at any time with payment in full due with 30 days of termination.

3. COMPENSATION

a. f not to exceed 12 hours p/week

b. The employee(s) listed above will be responsible for completing time sheets, gathering appropriate authority signatures, and submit to IMAC processing.

4. LICENSURE/CERTIFICATION

Mrs. Shelby will ensure that she will obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses provided to and be maintained by IMAC.

5. CRIMINAL RECORDS CHECKS ON EMPLOYEES

Mrs. Shelby will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

a. The IMAC and Mrs. Lillie Shelby acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the IMAC and Mrs. Shelby agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.

b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

7. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

• To Mrs. Lillie Shelby:

<u>To IMAC:</u> IMAC c/o Tashica Cheathem 215 North Trimble Road Mansfield, OH 44906

8. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Richland County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

9. FORCE MAJEURE

Neither the IMAC nor Mrs. Lillie Shelby shall be deemed to be in breach or default of any provision of this Agreement because of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

11. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

12. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if IMAC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the IMAC Academy and Mrs. Lillie Shelby.

13. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

14. INSURANCE/RESPONSIBILITY

- a. Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against the IMAC and/or Mrs. Lillie Shelby as a result of Mrs. Lillie Shelby provision of services under this Agreement, the IMAC and Mrs. Lillie Shelby shall each be responsible for its own attorney fees and costs associated with such litigation.
 - a. Any and all persons employed to perform work by Mrs. Lillie Shelby, including but not limited to the supervisors, program staff, and/or other staff hired by Mrs. Lillie Shelby and assigned work for the IMAC are employed solely by and are the employees of Mrs. Lillie Shelby only and, when working in this capacity, are not employed by or employees of the IMAC.

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15. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

16. BINDING EFFECT

This Agreement shall not be binding until adopted by the IMAC Board and Mrs. Lillie Shelby and executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and date set forth herein above.

Mame Signed Name

Construction Interactive Media and Academy Bv:

Its: Governing Authority President (or authorizing representative)
Exhibit A

Job Description

Job Title:	Classroom Teacher - Academics								
Reports to:	Principal								
Job Status:	Part time	Work Calendar:	<u>12 hours p/week</u> maximum						

Primary Function:

The Highly-Qualified teacher is responsible for the creation and execution of specified course content that meets the common core standards as developed by the Ohio Department of Education.

Major Responsibilities:

The following are typical work responsibilities. Essential job duties are marked with an asterisk.

- Maintain records and all requirements for special ed students including but not limited to ETR's, IEP's and when necessary, create lesson plans that meet the subject standards as stated by ODE.*
- Maintain current knowledge of class content and changing standards for your subject matter.*
- Present lessons to students in effective manner.*
- Monitor and Report student progress.*
- Reflect upon lesson to make changes and improvements in the form of remediation, modifications, and enrichment based on various learning styles of students.*
- Maintain effective classroom management.*
- Strives to develop rapport with students, staff, and parents and serves as a positive role model.
- Maintains open and effective communications. Promotes School's mission, philosophy, and vision. Serves as an information resource. Keeps administration informed about emerging issues.
- Performs other specific job-related duties as directed.

Qualifications: (education / software/ physical demands)

- Maintain respect at all times for confidential information.
- Remain current with technology and other workplace innovations that support job functions
- Professional tact, diplomacy and presentation with administrators, staff, teachers, students, parents and the community
- Conscientious and assumes responsibility for own work performance

- Respectable moral character and good attendance record.
- Effective organizational, planning and project management skills.
- A record free of criminal violations that would prohibit public school employment.
- Complies with drug-free workplace rules and board policies.

The following personal characteristics and skills are important for the successful performance of assigned duties.

- Acknowledges personal accountability for decisions and conduct.
- Averts problem situations and intervenes to resolve conflicts.
- Effectively uses listening, observation, reading, verbal, nonverbal, and writing skills.
- Maintains an acceptable attendance record and is punctual.
- Organizes tasks and manages time effectively to meet deadlines.
- Skillfully manages individual, group, and organizational interactions.

Organizational Coach

Coach Job Description

Accelerator of organizational and personal growth to immerse students, teachers, and administrators in an intentional culture that promotes a new level of achievement Facilitate building relationships and processes that bring out the best in people

Minimum Qualification:

Master's in Education, Business, or Human Relations preferred Knowledge and implementation of the Flippen process (Capturing Kids' Hearts) or willing to learn Knowledge and implementation of PBIS or willing to learn

Job Duties

Career tech/Work keys programs monitoring

Portfolio and processes training and monitoring for students' success folders

Modeling and monitoring of operational and instructional best practices related to work readiness Assess, develop, and provide ongoing appropriate Professional Developments for staff related to PBIS, Capturing Kids' Hearts, MAP data, and current academic software, as a minimum

Gather data within the organization and provide on-going debriefing of the data to:

- Chart a practical path toward self-improvement growth plan
- > Celebrate and leverage individuals natural, innate styles
- > Develop new behaviors aligned with personal and professional goals
- Develop coaching packages based on individual's needs, scope and schedule and provide one-on-one coaching
- Identify/Understand and develop processes based on the strengths and constraints of the team.
- Compare team data against database of high-performing leaders and provide recommendations to fill any gaps.
- > Develop and implement a data-driven strategy to grow the leadership ability of staff.
- Unpack insights and implement growth strategies.
- > Work with staff to develop a personally customized growth plan.
- Measurable, achievable steps, quickly resulting in significant positive impact.



INTERACTIVE MEDIA & CONSTRUCTION

215 N. TRIMBLE RD. MANSFIELD, OHIO 44906

PHONE: 419-525-0105 FAX: 419-525-0106

Interactive Media and Construction

Employment Acceptance Requirements

An employment contract will be contingent upon a satisfactory criminal records check as required by law and the individual employed pursuant to a contract shall be deemed employed only on a conditional basis until the report of a satisfactory check has been received. Information obtained about the convictions/charges will be evaluated to determine whether the nature of the offense permits of prohibits employment.

1. An FBI background check and a BCI & FBI background check is required.

Prior to the first day of work, new employees must:

- 2. Present documented evidence of having a negative tuberculin test (Mantoux Test 5 TU PPD preferred)
- 3. If a known positive reactor, have a chest an X-ray and other appropriate examinations revealing the absence of tuberculosis in a communication state.

day of <u>Jaly</u> 20 19. AGREED TO AT this 3Yd (Signature)

3699

(Last digits of Social Security number)

3699

(Last digits of Social Security number)

2019

OHIO EMPLOYMENT AGREEMENT (NON -TEACHING STAFF MEMBER)

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2019, by and between Interactive Media and Construction, LLC an Ohio limited liability ("Employer"), and Anite West" Staff Member").

In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. EMPLOYMENT. Employer hereby employs Staff Member and Staff Member hereby accepts such employment on the terms and subject to the conditions set forth herein. Staff Member represents and warrants to Employer that (s)he is free to accept employment with Employer and that (s)he has no prior or other employment or work obligations or commitments of any kind to any third party which would hinder or interfere with his/her acceptance and full performance of his/her duties hereunder. Further, Staff Member agrees not to and shall not during the term hereof enter into any employment, consulting, or compensation arrangement or agreement with any third party that would interfere with his/her responsibilities under this Agreement without the written consent of Employer.

II. AREAS OF RESPONSIBILITY. Staff Member will work generally as Emis Coordinator and perform such other duties as may be required by Employer, at its sole discretion. Any job description given to Staff Member, as may be modified by Employer, at its discretion, is attached hereto and incorporated herein as Exhibit A. Staff Member will work from July 1, 2019 through June 30, 2020; a minimum of 260 days provided, however, that the number of work days may be amended from time to time by Employer, at its sole discretion. Such work days include, without limitation, all school days as per-school calendar and all staff days as required by Employer or its designee.

Staff Member shall work on-site at Interactive Media and Construction school or other site as assigned by Employer at its sole discretion with or without notice, a minimum of 7.5 hours per work day with hours assigned by the Staff Member's supervisor.

Staff Member shall be thoroughly prepared to execute his/her duties, shall be punctual, professional and responsible.

III. EFFECTIVE DATES AND TERMINATION. This Agreement is effective beginning the 1st day of July, 2019, and shall continue in full force and effect until the 30th day of June, 2020 (the "Effective Period"), unless and until terminated pursuant to this Section.

Notwithstanding the Effective Period of this Agreement and the orientation period, the employment of Staff Member is AT-WILL. This means that Staff Member, in his/her sole discretion, may terminate the employment relationship at any time, with or without advance notice, for any lawful reason or no reason at all. Similarly, Employer, at its sole discretion, may terminate Staff Member's employment at any time, with or without advance notice, for any lawful reason or no reason at all, and with or without cause. The at-will relationship shall not be modified by anything in Employer's or its managed schools' policies. The at-will relationship may be modified only by a written document, signed by an authorized representative of Employer. Staff Member may be terminated by Employer at its sole and absolute discretion with or without cause. Staff Member specifically acknowledges that (s)he is an at-will employee and that there have been no promises of continued employment from Employer or any of its representatives.

If Staff Member continues to work for Employer after the expiration of the Effective Period, such employment shall be under the terms and conditions of this Agreement. Staff Member shall give thirty days prior written notice to Employer before termination of this Agreement by Staff Member, or Staff Member shall be responsible to pay for up to thirty days recruitment, replacement or substitution costs incurred by Employer.

IV. COMPENSATION. Staff Member shall receive an annual salary of \S , during the Effective Period, which shall be payable in 24 equal installments of \S is each; subject, however, to termination before the end of the Effective Period, in which event Staff Member shall be paid only through his/her last date of work. Pay for less than

Period shall be prorated proportionately. Deductions authorized by law or policy shall be made by Employer from the installments of compensation due to Staff Member.

Subject to eligibility requirements, Employer shall make available to Staff Member such employee benefits and fringe benefits as it provides to its employees in similar positions and with similar compensation, which benefits may be eliminated or changed by Employer from time to time, at its sole discretion.

V. CONFIDENTIALITY AND NONSOLICITATION/NONDISPARAGEMENT. In the course of Staff Member's employment with Employer, Staff Member will have access to confidential information pertaining to Employer, students of its managed schools, and Employer's and its managed school's operations and practices, including, but not limited to, services, techniques, computer programs, marketing practices and procedures, marketing strategies, business plans and strategies, future financial plans, future marketing plans, records, teaching methods, student lists, grades, test results, credit and financial information, cost structures, office procedures, licensed materials such as policies or software, and other trade secrets of the Employer or its managed schools ("Confidential Information"). During the term of this Agreement, and after termination of Staff Member's employment with Employer, Staff Member shall not, directly or indirectly, disclose or convey Confidential Information to any person or entity, or use any Confidential Information for Staff Member's own benefit, for the benefit of any other person or entity, or to the detriment of Employer, without prior written consent, except as may be required by a valid and enforceable order of a court or governmental authority. Further, Staff Member agrees to and shall take any and all reasonable steps to protect such Confidential Information from disclosure to any unauthorized third party.

Staff Member agrees that during, and for one year after the last date of any employment with Employer, that Staff Member shall not employ, solicit for employment enter into business with, or enter into any affiliation for business purposes with, or otherwise contract for the services of, any current or future employee of Employer. Staff Member shall not disparage, defame, commit libel, slander, or speak negatively about Employer or staff in a manner that may harm its reputation, enrollment or otherwise unless required by law.

Staff Member hereby acknowledges and agrees that his/her actual or threatened breach or violation of this Section will in all likelihood cause substantial and irreparable damage to Employer, and shall entitle Employer, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies shall not be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to Employer. Further, Staff Member hereby agrees that if (s)he is held by any court of competent jurisdiction to be in violation, breach, or nonperformance of this Section, (s)he shall pay all costs of such related action or suit, including reasonable attorney's fees incurred by Employer.

VI. ADDITIONAL AGREEMENTS. Employer and Staff Member mutually agree that:

Notwithstanding any specification or reference herein, this Agreement is subject to, and Staff Member must comply with, all applicable laws of the federal and state governments, the managed schools' approved Contract, and all bylaws, policies, procedures, rules, resolutions and regulations of Employer as are in effect at any time during the term of this Agreement.

Staff Member will provide evidence of a valid Ohio driver's license and driver insurability under the applicable laws of the State of Ohio. Employer will provide vehicle and liability insurance if Staff Member is required to drive any Employer –owned vehicle.

Upon or before an offer of employment, Staff Member shall undergo a criminal history check, the cost of which will be borne by Staff Member. This Agreement and Employer's obligations are conditioned upon the approval by Employer, at its discretion, of all criminal history checks of Staff Member. Staff Member hereby authorizes and consents to the release of all criminal history checks to the Employer, Board of Directors, top administration, authorizer/sponsor and the Ohio Department of Education.

This Agreement and Employer's obligations hereunder are conditioned upon Employer actually being adequately funded, determined at Employer's discretion, and remaining in operation for the term of this Agreement.

All records, files, materials, documents, and equipment relating to Employer's operations (the "Materials") which Employer supplies to Staff Member or which Staff Member prepares, uses, or comes into contact with in the

course of his/her employment with Employer, shall be and remain Employer's sole property, and shall be returned to Employer upon termination of Staff Member's employment. The Materials shall be in the same condition as when supplied by Employer, normal wear and tear excepted. Staff Member shall have no right to enforce collection of any lien, debt, or liability against Employer through the sale, pledging, withholding as collateral, or any other action with respect to the Materials. All work of Staff Member is "work for hire" and the property of Employer.

VII. REPRESENTATIONS. Staff Member acknowledges and represents that (s)he has not relied upon any representation with respect to the subject matter of the Agreement except as set forth herein and that (s)he has relied upon his/her own judgment in entering into the Agreement.

Staff Member acknowledges and represents that (s)he has not been induced to enter into the Agreement as a result of any representations by Employer, its managed schools, its affiliates, operator, agents or representatives, regarding the availability of additional employment opportunities with Employer or its managed schools.

Employer has relied upon Staff Member's representations made in his/her employment application, resume and interview(s) with regard to Staff Member's education and work experience in offering him/her employment at Employer. Staff Member's representations to Employer are a material factor in its entering into this Agreement and are incorporated by reference into this Agreement.

VIII. MISCELLANEOUS PROVISIONS. This Agreement contains the complete agreement between the parties concerning Staff Member's employment with Employer hereunder and supersedes all other prior agreements or understandings (whether oral or written) between the parties with respect to the subject matter hereof. This Agreement may only be amended or modified in a writing executed by both of the parties hereto.

The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or notification shall be offered or received in evidence at any proceeding or litigation between the parties arising under this Agreement, unless such waiver or notification is in writing and duly executed as aforesaid.

All agreements and covenants contained herein are severable. The invalidity or unenforceability of any provision of this Agreement as applied to a particular occurrence or circumstance or otherwise shall not affect the continued validity and enforceability or applicability of any other provision of this Agreement. This Agreement shall be deemed to have been entered into and to be performed in the State of Ohio and shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

The parties have executed this Agreement to be effective as of the day and date set forth herein above.

Print Anta Wheithe Inta Whitme

Interactive Media And Construction

Ву____

Authorized Representative

Date

OHIO EMPLOYMENT AGREEMENT (NON -TEACHING STAFF MEMBER)

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this __1st__ day of July, 2019, by and between Interactive Media and Construction, LLC an Ohio limited liability ("Employer"), and Tashica Cheathem ("Staff Member").

In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. ' EMPLOYMENT. Employer hereby employs Staff Member and Staff Member hereby accepts such employment on the terms and subject to the conditions set forth herein. Staff Member represents and warrants to Employer that (s)he is free to accept employment with Employer and that (s)he has no prior or other employment or work obligations or commitments of any kind to any third party which would hinder or interfere with his/her acceptance and full performance of his/her duties hereunder. Further, Staff Member agrees not to and shall not during the term hereof enter into any employment, consulting, or compensation arrangement or agreement with any third party that would interfere with his/her responsibilities under this Agreement without the written consent of Employer.

II. AREAS OF RESPONSIBILITY. Staff Member will work generally as Administrative Assistant and perform such other duties as may be required by Employer, at its sole discretion. Any job description given to Staff Member, as may be modified by Employer, at its discretion, is attached hereto and incorporated herein as Exhibit A. Staff Member will work from July 1, 2019 through June 30, 2020; a minimum of 260 days provided, however, that the number of work days may be amended from time to time by Employer, at its sole discretion. Such work days include, without limitation, all school days as per-school calendar and all staff days as required by Employer or its designee, and all meetings, open houses or events, and other school programming as assigned by Employer or its designee.

Staff Member shall work on-site at Interactive Media and Construction school or other site as assigned by Employer at its sole discretion with or without notice, a minimum of 7.5 hours per work day with hours assigned by the Staff Member's supervisor.

Staff Member shall be thoroughly prepared to execute his/her duties, shall be punctual, professional and responsible.

III. EFFECTIVE DATES AND TERMINATION. This Agreement is effective beginning the 1st day of July, 2019, and shall continue in full force and effect until the 30th day of June, 2020 (the "Effective Period"), unless and until terminated pursuant to this Section.

Notwithstanding the Effective Period of this Agreement and the orientation period, the employment of Staff Member is AT-WILL. This means that Staff Member, in his/her sole discretion, may terminate the employment relationship at any time, with or without advance notice, for any lawful reason or no reason at all. Similarly, Employer, at its sole discretion, may terminate Staff Member's employment at any time, with or without advance notice, for any lawful reason or no reason at all, and with or without cause. The at-will relationship shall not be modified by anything in Employer's or its managed schools' policies. The at-will relationship may be modified only by a written document, signed by an authorized representative of Employer. Staff Member may be terminated by Employer at its sole and absolute discretion with or without cause. Staff Member specifically acknowledges that (s)he is an at-will employee and that there have been no promises of continued employment from Employer or any of its representatives.

If Staff Member continues to work for Employer after the expiration of the Effective Period, such employment shall be under the terms and conditions of this Agreement. Staff Member shall give thirty days prior written notice to Employer before termination of this Agreement by Staff Member, or Staff Member shall be responsible to pay for up to thirty days recruitment, replacement or substitution costs incurred by Employer.

IV. COMPENSATION. Staff Member shall receive an annual salary of \$` during the Effective Period, which shall be payable in 24 equal installments of \$. each; subject, however, to termination before the end of the Effective Period, in which event Staff Member shall be paid only through his/her last date of work. Pay for less than

the Effective Period shall be prorated proportionately. Deductions authorized by law or policy shall be made by Employer from the installments of compensation due to Staff Member.

Subject to eligibility requirements, Employer shall make available to Staff Member such employee benefits and fringe benefits as it provides to its employees in similar positions and with similar compensation, which benefits may be eliminated or changed by Employer from time to time, at its sole discretion.

V. CONFIDENTIALITY AND NONSOLICITATION/NONDISPARAGEMENT. In the course of Staff Member's employment with Employer, Staff Member will have access to confidential information pertaining to Employer, students of its managed schools, and Employer's and its managed school's operations and practices, including, but not limited to, services, techniques, computer programs, marketing practices and procedures, marketing strategies, business plans and strategies, future financial plans, future marketing plans, records, teaching methods, student lists, grades, test results, credit and financial information, cost structures, office procedures, licensed materials such as policies or software, and other trade secrets of the Employer or its managed schools ("Confidential Information"). During the term of this Agreement, and after termination of Staff Member's employment with Employer, Staff Member shall not, directly or indirectly, disclose or convey Confidential Information to any person or entity, or use any Confidential Information for Staff Member's own benefit, for the benefit of any other person or entity, or to the detriment of Employer, without prior written consent, except as may be required by a valid and enforceable order of a court or governmental authority. Further, Staff Member agrees to and shall take any and all reasonable steps to protect such Confidential Information from disclosure to any unauthorized third party.

Staff Member agrees that during, and for one year after the last date of any employment with Employer, that Staff Member shall not employ, solicit for employment enter into business with, or enter into any affiliation for business purposes with, or otherwise contract for the services of, any current or future employee of Employer. Staff Member shall not disparage, defame, commit libel, slander, or speak negatively about Employer or staff in a manner that may harm its reputation, enrollment or otherwise unless required by law.

Staff Member hereby acknowledges and agrees that his/her actual or threatened breach or violation of this Section will in all likelihood cause substantial and irreparable damage to Employer, and shall entitle Employer, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies shall not be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to Employer. Further, Staff Member hereby agrees that if (s)he is held by any court of competent jurisdiction to be in violation, breach, or nonperformance of this Section, (s)he shall pay all costs of such related action or suit, including reasonable attorney's fees incurred by Employer.

VI. ADDITIONAL AGREEMENTS. Employer and Staff Member mutually agree that:

Notwithstanding any specification or reference herein, this Agreement is subject to, and Staff Member must comply with, all applicable laws of the federal and state governments, the managed schools' approved Contract, and all bylaws, policies, procedures, rules, resolutions and regulations of Employer as are in effect at any time during the term of this Agreement.

Staff Member will provide evidence of a valid Ohio driver's license and driver insurability under the applicable laws of the State of Ohio. Employer will provide vehicle and liability insurance if Staff Member is required to drive any Employer –owned vehicle.

Upon or before an offer of employment, Staff Member shall undergo a criminal history check, the cost of which will be borne by Staff Member. This Agreement and Employer's obligations are conditioned upon the approval by Employer, at its discretion, of all criminal history checks of Staff Member. Staff Member hereby authorizes and consents to the release of all criminal history checks to the Employer, Board of Directors, top administration, authorizer/sponsor and the Ohio Department of Education.

This Agreement and Employer's obligations hereunder are conditioned upon Employer actually being adequately funded, determined at Employer's discretion, and remaining in operation for the term of this Agreement.

All records, files, materials, documents, and equipment relating to Employer's operations (the "Materials") which Employer supplies to Staff Member or which Staff Member prepares, uses, or comes into contact with in the

course of his/her employment with Employer, shall be and remain Employer's sole property, and shall be returned to Employer upon termination of Staff Member's employment. The Materials shall be in the same condition as when supplied by Employer, normal wear and tear excepted. Staff Member shall have no right to enforce collection of any lien, debt, or liability against Employer through the sale, pledging, withholding as collateral, or any other action with respect to the Materials. All work of Staff Member is "work for hire" and the property of Employer.

VII. REPRESENTATIONS. Staff Member acknowledges and represents that (s)he has not relied upon any representation with respect to the subject matter of the Agreement except as set forth herein and that (s)he has relied upon his/her own judgment in entering into the Agreement.

Staff Member acknowledges and represents that (s)he has not been induced to enter into the Agreement as a result of any representations by Employer, its managed schools, its affiliates, operator, agents or representatives, regarding the availability of additional employment opportunities with Employer or its managed schools.

Employer has relied upon Staff Member's representations made in his/her employment application, resume and interview(s) with regard to Staff Member's education and work experience in offering him/her employment at Employer. Staff Member's representations to Employer are a material factor in its entering into this Agreement and are incorporated by reference into this Agreement.

VIII. MISCELLANEOUS PROVISIONS. This Agreement contains the complete agreement between the parties concerning Staff Member's employment with Employer hereunder and supersedes all other prior agreements or understandings (whether oral or written) between the parties with respect to the subject matter hereof. This Agreement may only be amended or modified in a writing executed by both of the parties hereto.

The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or notification shall be offered or received in evidence at any proceeding or litigation between the parties arising under this Agreement, unless such waiver or notification is in writing and duly executed as aforesaid.

All agreements and covenants contained herein are severable. The invalidity or unenforceability of any provision of this Agreement as applied to a particular occurrence or circumstance or otherwise shall not affect the continued validity and enforceability or applicability of any other provision of this Agreement. This Agreement shall be deemed to have been entered into and to be performed in the State of Ohio and shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

The parties have executed this Agreement to be effective as of the day and date set forth herein above.

Print TAShica Cheathen Sign Jashica Cheathen

Interactive Media And Construction

Authorized Representative

CONTRACT FOR THE EMPLOYMENT OF THE SUPERINTENDENT OF Interactive Media and Construction (IMAC)

This Contract is entered into this <u>1st day of July 2019</u>, by and between the Governing Board (hereinafter called the "Board") of the IMAC School Districts (jointly and severally) and Deborah Franklin, Superintendent (hereinafter called the "Superintendent"). The Board and the Superintendent, for the consideration herein specified, agree as follows: together

1. Term of Contract

The Board, in accordance with its action found in the minutes of its meeting held on May 16, 2019, hereby employs and the Superintendent hereby accepts continued employment, according to the Ohio Revised Code section3319.01, as Superintendent of the IMAC School Districts for the term commencing on July 1, 2019, and ending on June 30, 2022, unless sooner terminated as provided herein.

2. Professional Certificate/License

The Superintendent s h a 11 maintain and furnish to the Board evidence of her maintaining, throughout the life of this contract, a valid and appropriate certificate/license to act as Superintendent of IMAC District in accordance with the laws of the State of Ohio. This Contract shall terminate automatically and without further notice or process upon the failure of the Superintendent to maintain such credentials.

3. Duties

The Superintendent shall be the Chief Officer of the District and shall perform her duties pursuant to and in accordance with the provisions and authority contained in Section 3319.01 of the Ohio Revised Code and the policies, directives, rules and regulations of the Board. The Superintendent shall also perform the duties specified in the Job Description as adopted by the Board and such job description may be amended from time to to time during the term of this contract only in writing with both parties signatures. Such job description is hereby incorporated in this contract by reference as if fully set forth herein. Any amendments to such job description will also be deemed herein by reference at the time they become effective.

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4. Compensation

a. July 1, 2019 and ending June 30, 2022, the Board shall pay the Superintendent at annual rate of \$ per year. Any partial year of employment (with a year being defined as July 1 through June 30 of the following year, per O.R.C. 3319.01) covered by the contract shall be paid pro-rata. Said salary shall be paid on accordance with the payroll schedule managed by the Treasurer, with all appropriate withholding. The Board may increase the salary of the Superintendent during the term of this contract, but in no event shall the Superintendent's salary be reduced, except as permitted by law. If any adjustment in salary is made during the term of this contract, all other provisions herein shall remain in full force and effect.

b. Any adjustment in salary made during the term of this contract shall be an addendum to this contract, subject to the terms and conditions set forth herein and such adjustments or modifications shall not be construed as a new contract or as any extension of the term of employment unless expressly written in attached addendum.

c. The Board shall pay the employer's share of State Teachers Retirement System contribution as required by law. In addition, as additional compensation, the Board shall "pick up" (pay directly) the employee's share of the Superintendent's total retirement contribution each year to the State Teachers' Retirement System on behalf of the Superintendent, plus all retirement contributions on such picked up amount. It is the intention of the parties that this pick-up amount be included in the Superintendent's compensation for the purpose of calculation of retirement benefits.

5. Other Compensation

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The Board shall provide the Superintendent with the same fringe benefits provided other certified/licensed employees of the sponsoring District, except as specifically provided herein. Those benefits shall include, but not limited to:

- a. <u>Longevity/Service Clause</u>-On completion of each year of this Contract the Superintendent shall be paid a \$1,500 bonus. The Superintendent will first be eligible for the annual payment on July 1st, 2019.
- b. <u>Sick Leave</u>-The Superintendent will be eligible for the use of sick leave according to State law. Sick leave will accumulate at the rate of fifteen (15) days per year. The Superintendent may accumulate unlimited sick leave days. Upon resignation, retirement or termination, unused

accumulated sick leave shall be paid to the Superintendent at 100% of the rate of compensation currently in effect or may be placed in a tax sheltered annuity or the STRS retirement system as selected at the sole discretion of the Superintendent .

- c. Insurance-Board agrees to purchase the Superintendent's health insurance coverage. The Board also agrees to purchase life insurance in an amount of \$100,000.
- d. Leaves The Superintendent shall be granted the same disability leave, unpaid leaves, and other types of leave as provided in other certificated/licensed employees of the sponsoring district. The Superintendent shall be granted three (3) days of personal leave.
- e. <u>Vacation</u>-TheSuperintendent shall take vacations when school is not in session as other certificated/licensed employees. Personal leave not used in one contract year will be carried over to the next and sequential years. Upon resignation, retirement or termination, unused vacation days shall be paid to the Superintendent at 100% of the rate of compensation currently in effect or may be placed in a tax sheltered annuity or the STRS retirement system as selected at the sole discretion of the Superintendent .
- f. Expenses -The Board shall reimburse the Superintendent for all actual and necessary travel and other expenses incurred in the performance of her official duties, subject to such limitation as are provided by law and by Board policy. Reimbursement for use of her personal automobile for Board business shall be at the IRS approved rate.
- g. Professional Dues/Growth-The Board shall pay the Superintendent's professional dues for membership in professional organizations including the American Association of School Administrators (ASSA).
- h. <u>Holidays/Summer</u> The Superintendent shall be entitled to the same paid holiday and summer periods provided for other certificated/licensed employees of the District.
- 1. <u>Mobile telephone/Tablet/Pager</u> -In order to facilitate communications between the Superintendent and her staff, to ensure a prompt administrative response to emergencies and to better utilize the time of the Superintendent while she is traveling or otherwise outside the office, the Board shall provide the Superintendent with the use of a mobile telephone and electronic tablet for her exclusive use.
- J. Consulting Days- the Superintendent may consult up to five (5) days per contract year or teach a maximum of one course per year at an university. The Superintendent may consult for additional days in any given year, upon prior approval by the Board. When consulting or teaching, the Superintendent shall advise the Board when she will be out of the District.

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Any contract termination prior to the expiration of this contract will be with full compensation for the remaining of the contract with no other stipulations outside of this contract unless agreed upon by both parties.

10. Saving Clause

If any portion of this Contract is deemed illegal or unenforceable, the reminder of the Contract shall remain in full force and effect.

11. Complete Contract

This document sets forth the complete Contract of the parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board. This Contract shall be construed in accordance with and under the laws of the State of Ohio.

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Deborah Y. Franklin, Superintendent

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16-1 DATE

Clarende Scend

5-16-19

By: Clarence Sanderfer, Board President,

DATE

5-16-19

By: Jerry Sanders, Board V. President,

DATE

5-16-19

By: Denise Miller, Board Secretary

DATE

Mansfield Interactive Media & Construction Academy (IMAC)

2019-20 SCHOOL YEAR

EMPLOYMENT AGREEMENT- MEMORANDUM OF UNDERSTANDING FOR TEMPORARY EMPLOYMENT (FULL TIME)

This EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2019, by and between the Interactive Media and Construction Academy ("IMAC"), an Ohio nonprofit corporation ("IMAC" or "School") and **Mr. Jeffrie** Pearce ("Paraprofessional"). In consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. <u>EMPLOYMENT</u>. IMAC hereby employs Educational Aide hereby accepts such employment on the terms and subject to the conditions set forth herein. Memorandum of Understanding for Temporary Employment represents and warrants to IMAC that (s)he is free to accept employment with IMAC and that (s)he has no prior or other employment or work obligations or commitments of any kind to any third party which would hinder or interfere with his/her acceptance and full performance of his/her duties hereunder. Memorandum of Understanding for Temporary Employment, consulting, or compensation arrangement or agreement with any third party that would interfere with his/her responsibilities under this Agreement without the written consent of the Principal. Memorandum of Understanding for Temporary Employment shall work onsite at Interactive Media And Construction (IMAC).

II. <u>AREAS OF RESPONSIBILITY</u>. Memorandum of Understanding for Temporary Employment will assist at the assigned grade or age levels and subject areas, and agrees to perform such other duties as may be required by IMAC, at its sole discretion. Any job description given to Memorandum of Understanding for Temporary Employment, as may be modified by IMAC or the Director at his/her discretion, is attached hereto and incorporated herein as **Exhibit A**.

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Work days include those delineated on the School calendar, and are also, without limitation. in-person classroom days with students, parent-Memorandum of Understanding for Temporary Employment conferences, meetings, Memorandum of Understanding for Temporary Employment professional development days, open houses, recruitment events, and other school programming as assigned by the Principal. Absence from any assigned functions will require advance approval by IMAC whenever possible. Memorandum of Understanding for Temporary Employment shall implement the educational program in his/her assigned room as defined in the School's Community School Contract (the "Contract"), and also as outlined in the School's policies and procedures. Memorandum of Understanding for Temporary Employment shall be thoroughly prepared to execute his/her teaching responsibilities, and for meetings other School functions as set forth herein or as otherwise required by the Principal or the Superintendent.

This Agreement shall at all times be conditioned upon and subject to the requirement that Memorandum of Understanding for Temporary Employment shall hold a valid Ohio Memorandum of Understanding or Temporary Employment's Certification or Memorandum of Understanding for Temporary Employment's License issued in the manner prescribed by law; and that Memorandum of Understanding for Temporary Employment meets the definition of "highly qualified" under the applicable law, as it is changed from time to time.

III. <u>EFFECTIVE DATES AND TERMINATION</u>. This Agreement is effective beginning the 1st day of July, 2019, and shall continue in full force and effect until the 30th day of June, 2020 (the "Effective Period"), unless and until terminated pursuant to this Section.

Notwithstanding the Effective Period of this Agreement the employment of Memorandum of Understanding for Temporary Employment may be terminated at any time for "cause." For purposes hereof, "cause" shall exist if Employee: (a) commits any fraud. theft, embezzlement, or act of dishonesty or misrepresentation in act or omission in the course of performing his/her duties hereunder; (b) misrepresents or fails to communicate any material fact, which misrepresentation or failure may be injurious to the School; (c) is convicted of a crime at the Board's discretion; (d) fails to comply with any federal, state, or local law, rule, or regulation which applies to or otherwise affects his/her duties hereunder or his/her performance, or the School; (e) falsifies by act or omission any of School's records; (f) commits any act of moral turpitude which in any way affects or is injurious to the School including its reputation; (g) secures or attempts to secure personally, directly or indirectly, any profit or advantage which would normally inure to the benefit of the School; (h) engages in any negligence or malfeasance, or nonfeasance in the performance of his/her duties; (i) has excessive absenteeism or lack of output of work; (j) breaches the provisions of paragraph V hereof; (k) suffers death of the Employee; (l) is employed when or if the School dissolves or winds up its operations, or, if the School's authorized sponsor modifies or terminates its Contract in any way that causes termination; (m) is employed when there is inability of the School to afford Employee's position or if the School suffers financial concerns at the sole discretion of the Superintendent or the Board; (n) fails to abide by the policies, rules, regulations or procedures of the School's; (o) commits insubordination to the administration or Board of the School; (p) has mediocre or poor evaluations, (q) commits any ethical or professional misconduct, or conduct unbecoming to a Memorandum of Understanding for Temporary Employment or licensed employee; (r) has poor classroom management skills; (s) fails to respond to deadlines for submissions, reports, tasks under Employee's job description or as requested by administration of the School, or pursuant to requirements of state or federal law or the sponsor of the School; (t) breaches any term or provision of this Agreement (including but not limited to a breach of the Effective Period which may be reported to the Department of Education); (u) fails to follow policies or procedures of the School, or (v) displays inability to perform to state standards when imparting curriculum to students in a manner for students to be proficient or to pass the required state tests. Memorandum of Understanding for Temporary Employment specifically acknowledges that this Agreement makes no promises of continued employment for renewed or subsequent terms from School officials or any of its representatives.

IV. <u>COMPENSATION</u>. Memorandum of Understanding for Temporary Employment shall receive an annual salary of **\$** during the Effective Period, which shall be payable in 24 equal installments of **\$** subject, however, to termination before the end of the Effective Period, in which event Memorandum of Understanding for Temporary Employment shall be paid only through his/her last date of work. Pay for less than the Effective Period shall be prorated proportionately. Subject to eligibility requirements, IMAC shall make available to Memorandum of Understanding for Temporary Employment such employee benefits and fringe benefits as it provides to its employees in similar positions and with similar compensation, which benefits may be eliminated or changed by the Board from time to time, at its sole discretion. Deductions authorized by law or policy shall be made by IMAC from the installments of compensation due to Memorandum of Understanding for Temporary Employment.

V. CONFIDENTIALITY AND NONSOLICITATION. In the course of Memorandum of Understanding for Temporary Employment's employment with IMAC, Memorandum of Understanding for Temporary Employment will have access to confidential information pertaining to IMAC, the School's students including any educational records, and IMAC or School's operations and practices, including, but not limited to, services, techniques, computer programs, marketing practices and procedures, marketing strategies, business plans and strategies, future financial plans, future marketing plans, records, teaching methods, student lists, grades, test results, credit and financial information, cost structures, office procedures, and other trade secrets of the IMAC or the School, ("Confidential Information"). During the term of this Agreement, and after termination of Memorandum of Understanding for Temporary Employment's employment with IMAC, Memorandum of Understanding for Temporary Employment shall not, directly or indirectly, disclose or convey Confidential Information to any person or entity, or use any Confidential Information for Memorandum of Understanding for Temporary Employment's own benefit, for the benefit of any other person or entity, or to the detriment of IMAC or the School, without the Superintendent's prior written consent, except as may be required by a valid and enforceable order of a court or governmental authority. Further. Memorandum of Understanding for Temporary Employment agrees to and shall take any and all reasonable steps to protect such Confidential Information from disclosure to any unauthorized third party.

Memorandum of Understanding for Temporary Employment agrees that during and after any employment with the IMAC, that Memorandum of Understanding for Temporary Employment shall not employ, solicit for employment, enter into business with, or enter into any affiliation for business purposes with, or otherwise contract for the services of, any current or future employee of the IMAC or the School, for a period of two years after employment ends.

Memorandum of Understanding for Temporary Employment hereby acknowledges and agrees that his/her actual or threatened breach or violation of this Section will in all likelihood cause substantial and irreparable damage to IMAC, and shall entitle IMAC, without the requirement of posting a bond or other security, to equitable relief, including

injunctive relief and specific performance. Such remedies shall not be the exclusive remedies for any breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to IMAC. Further, Memorandum of Understanding for Temporary Employment hereby agrees that if (s) he is held by any court of competent jurisdiction to be in violation, breach, or nonperformance of this Section, (s) he shall pay all costs of such related action or suit, including reasonable attorney's fees incurred by IMAC. The rights, duties, and obligations pursuant to this Section shall survive the termination of this Agreement, and shall continue to bind the parties hereto to their terms and provisions in perpetuity.

VI. <u>ADDITIONAL AGREEMENTS</u>. IMAC and Memorandum of Understanding for Temporary Employment mutually agree that:

Notwithstanding any specification or reference herein, this Agreement is subject to, and Memorandum of Understanding for Temporary Employment must comply with, all applicable laws of the federal and state governments, the School's approved Community School Contract, and all bylaws, policies, procedures, rules, resolutions and regulations of IMAC or the School as are in effect at any time during the term of this Agreement.

Memorandum of Understanding for Temporary Employment will provide evidence of a valid Ohio driver's license and driver insurability under the applicable laws of the State of Ohio. IMAC will provide vehicle and liability insurance if Memorandum of Understanding for Temporary Employment is required to drive any IMAC or School vehicle and/or any School student. The fee for performing BCII and FBI background checks will be borne by the Memorandum of Understanding for Temporary Employment. This Agreement and IMAC's obligations are conditioned upon the approval by IMAC, at its discretion, of all background checks of Memorandum of Understanding for Temporary Employment hereby authorizes and consents to the release of all background checks to the IMAC Board of Directors, top Administration and the Sponsor of the School.

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This Agreement and IMAC's obligations hereunder are contingent upon IMAC being adequately funded and being and remaining in operation for the term of this Agreement.

All records, files, materials, documents, and equipment relating to IMAC's or the School's operations (the "Materials") which the School supplies to Memorandum of Understanding for Temporary Employment or which Memorandum of Understanding for Temporary Employment prepares, uses, or comes into contact with in the course of his/her employment with IMAC, shall be and remain School's sole property and shall be returned to the Principal upon termination of Memorandum of Understanding for Temporary Employment's employment. The Materials shall be in the same condition as when supplied, normal wear and tear expected.

VII. <u>REPRESENTATIONS</u>. Memorandum of Understanding for Temporary Employment acknowledges and represents (a) that (s)he has not relied upon any representation with

respect to the subject matter of the Agreement except as set forth herein and (b) that (s)he has relied upon his/her own judgment in entering into the Agreement, and (c) that (s)he has not been induced to enter into the Agreement as a result of any representations by IMAC, its affiliates, operator, agents or representatives, regarding the availability of additional employment opportunities with IMAC.

IMAC's Board of Directors have relied upon Memorandum of Understanding for Temporary Employment's representations made in his/her employment application, resume and interview(s) with regard to Memorandum of Understanding for Temporary Employment's education and work experience in offering him/her employment at IMAC, as well as all status as highly qualified under federal and state law. Memorandum of Understanding for Temporary Employment's representations to IMAC are a material factor in its entering into this Agreement and are incorporated by reference into this Agreement.

VIII. <u>MISCELLANEOUS PROVISIONS</u>. This Agreement contains the complete agreement between the parties concerning Memorandum of Understanding for Temporary Employment's employment with IMAC hereunder and supersedes all other prior agreements or understandings (whether oral or written) between the parties with respect to the subject matter hereof. This Agreement may only be amended or modified in a writing executed by both of the parties hereto.

The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party. No waiver of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or notification shall be offered or received in evidence at any proceeding or litigation between the parties arising under this Agreement, unless such waiver or notification is in writing and duly executed.

All agreements and covenants contained herein are severable. The invalidity or unenforceability of any provision of this Agreement as applied to a particular occurrence or circumstance or otherwise shall not affect the continued validity and enforceability or applicability of any other provision of this Agreement. This Agreement shall be deemed to have been entered into and to be performed in the State of Ohio and shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and date set forth herein above.

earce **Print Name**

Signed Name

7-1-19 Date

Interactive Media and Construction Academy

By: Ko

Its: Governing Authority or Authorized Representative

[Exhibit A - Job Description on next page)

Exhibit A

Job Description

Job Title: Classroom Memorandum of Understanding for Temporary Employment - Academics

Reports to: Principal

Job Status: Exempt Work Calendar: <u>174</u> Day minimum

Primary Function:

The Highly-Qualified Memorandum of Understanding for Temporary Employment is responsible for the creation and execution of specified course content that meets the common core standards as developed by the Ohio Department of Education.

Major Responsibilities:

The following are typical work responsibilities. Essential job duties are marked with an asterisk.

- Monitor and Report student progress.*
- Maintain effective classroom management.*
- Strives to develop rapport with students, staff, and parents and serves as a positive role model.
- Maintains open and effective communications. Promotes School's mission, philosophy, and vision. Serves as an information resource. Keeps administration informed about emerging issues.
- Performs other specific job-related duties as directed.

Qualifications: (education / software/ physical demands)

- Maintain respect at all times for confidential information.
- Remain current with technology and other workplace innovations that support job functions
- Professional tact, diplomacy and presentation with administrators, staff, Memorandum of Understanding for Temporary Employments, students, parents and the community
- Conscientious and assumes responsibility for own work performance
- Respectable moral character and good attendance record.
- Effective organizational, planning and project management skills.
- A record free of criminal violations that would prohibit public school employment.
- Complies with drug-free workplace rules and board policies.

The following personal characteristics and skills are important for the successful performance of assigned duties.

- Acknowledges personal accountability for decisions and conduct.
- Averts problem situations and intervenes to resolve conflicts.

• Effectively uses listening, observation, reading, verbal, nonverbal, and writing skills.

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- Maintains an acceptable attendance record and is punctual.
- Organizes tasks and manages time effectively to meet deadlines.
- Skillfully manages individual, group, and organizational interactions.

Attachment 6



INTERACTIVE MEDIA & CONSTRUCTION 215 N. TRIMBLE RD. MANSFIELD, OHIO 44906

PHONE: 419-525-0105 FAX: 419-525-0106

RESOLUTION APPROVING ALTERNATIVE REMOTE LEARNING PLAN

WHEREAS, the School is sponsored by the Ohio Department of Education and has a Board and Sponsor approved Education Plan as detailed in its community school contract; and

WHEREAS, pursuant to challenges brought on by COVID-19 and as recommended by the Office of Ohio School Sponsorship, the School has developed alternative education re-opening plans A, B and C to address various scenarios that may be required to reopen operations with remote instruction, a blended distance learning and adjusted onsite scheduling model or full on-site school opening with social distancing; and

WHEREAS, H164 requires that the School submit a Board approved Remote Learning Plan prior to the end of July 2020;

IT IS HEREBY RESOLVED, that the Board approves an alternative remote learning plan for the School, to be finalized by Superintendent/School leader; and

IT IS FURTHER RESOLVED, that the Board authorizes the School leader to submit the remote learning plan to the Ohio Department of Education in compliance with HB164, once finalized by Superintendent/School leader and approved by the Board President on behalf of the Board.

This resolution is entered into on this _25th_ day of _____June____, 2020 by the Governing Board of Interactive Media and Construction

erping Authority President



INTERACTIVE MEDIA & CONSTRUCTION

215 N. TRIMBLE RD. MANSFIELD, OHIO 44906

PHONE: 419-525-0105 FAX: 419-525-0106

Remote Learning Plan

Community School Name:	Interactive Media and Construction	_
IRN:	00905	
Date Approved by Governing Authority:	06/25/2020	
Submission Date:		

Provide a description of how student instructional needs will be determined and documented

The school will continue to follow the education plan as detailed in its community school sponsor contract and in compliance with ORC 3314.03 to meet the students' instructional needs. As indicated in the school's education plan and alternative re-opening plan, local assessments and teacher-developed criterion – referenced diagnostic and summative assessments will be used to ensure student instructional needs are being met

Describe the method to be used for determining competency, granting credit and promoting students to higher grade level

The school will continue to utilize the methods described in the school's alternative re-opening plan and its community school contract educational plan as required by ORC 3314.03.

Include the school's attendance requirements, including how the school will document participation in learning opportunities

Attendance will be monitored and documented in compliance with the school's policy. During periods of remote learning, attendance will be determined based upon participation in learning opportunities and through staff and teacher communications with students. Teachers will utilize a variety of communication methods to engage students and families throughout remote learning periods. These methods include, but are not limited to, US mail, e-mail, text messaging, video classroom and video conference connections, telephone calls, and face-to-face communications.

Learning Opportunities, completion of assignments, and student engagement through various methods will be tracked and documented by the teachers and staff daily, as indicated in the school's plan.



INTERACTIVE MEDIA & CONSTRUCTION 215 N. TRIMBLE RD. MANSFIELD, OHIO 44906

PHONE: 419-525-0105 FAX: 419-525-0106

Provide a statement describing how student progress will be monitored

The school will continue to monitor student progress pursuant to the school's educational plan, alternative re-opening plan, and board approved policies. During periods of remote learning, teachers will work with students and assess student work. Teachers will monitor student engagement and assess individual learning, progress and performance during these periods. Teachers will document performance as indicated in the school's plan.

Provide a description as to how equitable access to quality instruction will be ensured

The school will continue to follow its community school contract education plan, alternative reopening plan and equity plan. The methods of delivery of instruction will be based upon individualized student needs, circumstances, and course content. Teachers will assess students to determine whether additional supports are needed throughout periods of remote learning. During periods of remote learning, a variety of delivery methods may be used including, but not limited to independent study, project-based learning, learning activity packets, credit flexibility, research projects, cross-grade grouping, cooperative learning, peer tutoring, work-based learning, television, podcasts, film, video, or other methods as determined by teaching staff and school administration to meet student needs.

Provide a description of the professional development activities that will be offered to teachers

The school will continue to provide professional development for teachers according to its planned professional development calendar. Additional professional development will be made available based upon feedback from the building leader team and teacher-based teams and individual teacher requests. Teachers will be provided professional development to assist with remote learning topics. Professional development delivery may include workshops, on-line courses, and collaborative workshops with teacher-based teams.

The School continues to comply with requirements otherwise prescribed under continuing law regarding a minimum number of school hours and state funding.

Signature 🧷 Governing Authority Chair

Doborah Franklin

Signature School Building Leader

Name of the Community School: Interactive Media and Construction

IRN: 000905

School Address: 215 N. Trimble Rd. Mansfield, OH 44906

Primary Contact Person: Deborah Franklin

Role/Title of Primary Contact Person: Executive Director

Address for Primary Contact Person (if different from school address):

Daytime Telephone # Secondary Tel. 419-525-0105

Email: franklin.deborah@mansfieldca.org

1. Identify the current grade levels served by the school: 9-12

Does the school intend to expand the grade level served or increase enrollment of the school during the next contract period? Yes, we intend to increase enrollment.

If yes, please complete the below chart for the intended expansion:

	1	2	3	4	5	6	7	8	9	10	11	12	Total
′ear 1													
Year 2													
Year 3													
Year 4													
Year 5													
Total													

I. The school demonstrates faithfulness to its mission and vision

A. Mission

The mission of IMAC is for all students to be prepared to go to college, career technical school and/or the military when they graduate. It is our vision to provide each student with the academic and social foundation to succeed beyond the classroom. Every student will leave IMAC with a quality education, high school diploma, and/or career technical skills

B. Educational philosophy

Our educational philosophy is that every student who enters our doors has the ability to achieve their educational, social, and emotional goals with the correct support, and will graduate with a post-graduation goal in reach.

1. Teachers and staff:

Staff implementation of Positive Behavioral Interventions & Supports (PBIS) is the foundation to reduced classroom behavior issues. PBIS is implemented school-wide using strategies for identifying and teaching expectations, acknowledging appropriate behavior and responding to inappropriate behavior. Classroom management decisions are based on behavioral data, effective instructional strategies implemented with fidelity and curriculum matched to student needs and data. Data will be reported at least once a month at the Community School Leadership Team (CSLT) meeting.

2. Families IMAC uses the following strategies to communicate the philosophy with parents/families: 1) having welcoming space to engage families, 2) establish policies and procedures to promote family engagement, 3) Communicate and build trusting relationships, 4) Connecting families to each other, staff, schools, and community institutions, and 5) help support families' basic needs.

IMAC will conduct a parent/guardian survey in the Fall each year to assess parent needs, program interests and perception of the school and after school program as aligned to this framework. This information will be used by IMAC faculty and program staff to create and host monthly family engagement events. During each event, participants will receive an evaluation to collect data on the extent to which the events increase meaningful engagement. Data will be reviewed post-event and used to improve outcomes for future program activities.

3. Students Student handbook, consistent and positive reinforcement of classroom and instructional management and one on one meetings per 9 weeks with an academic coach as well as their Check and Connect ($^{\text{TM}}$) mentor.

4. Community and stakeholders

KEY ACADEMIC AND NON-ACADEMIC GOALS:

Reading/English Language Arts

State the academic goals for reading/English language arts for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal: Over 5 years our students will earn credits in each grade level.. Students identified as special ed will meet the listed IEP goals as well as meet the schools goals. ELL students will increase English vocabulary understanding in their subjects with tutoring through EdOptions ELA courses. Low-performing students will be monitored for strengths and weaknesses, will build on strengths via various interventions, and will be referred for comprehensive evaluation should the educational team deem it necessary.

60% of students in Grades 9-12 who have at least 85% attendance will show 1 year's growth in reading using NWEA-MAP assessment.

In addition to the individualized prescriptive online courseware (Exact Path) providing reading instruction, IMAC will use small group literacy instruction off-line at least 60 minutes a week. Student will complete Exact Path literacy lessons at least 30 minutes per day using Close Reading strategies. Direct literacy instruction will also incorporate Close Reading as an evidenced based strategy. Students will use Close Reading strategies independently as they complete coursework online. This strategy will be extended and supported within all enrichment activities. A significant body of research links the close reading of complex text, whether the student is a struggling reader or advanced, to significant gains in reading proficiency and finds close reading to be a key component of college and career readiness.

During Close Reading, teachers will: (1) Select challenging and appropriate text (2) Analyze the text's content and language ahead of time (3) Anticipate potential challenges the text may present for certain students (e.g., English Learners, students reading far above or below grade level) (4) Write text-dependent questions that engage students in interpretive tasks (5) Lead rich and rigorous conversations (through the use of text-dependent questions) that keep students engaged with the text's deeper meaning (6) Ensure reading activities stay closely connected to the text. Students will: (1) Read the text more than once (2) Persevere in reading and comprehending challenging text (3) Analyze the text for purpose and/or levels of meaning (4) Use evidence from the text to ask and answer text-dependent questions (5) Increase comprehension of a text through multiple re-readings (6) Participate in rich and rigorous conversations about a common text.

Alignment of goal to mission: Increased student achievement in ELA will increase graduation rates as well as increase student placements in post secondary options. Students mastery of ELA subjects will result in the skills necessary to enter college, career or technical schools or the military after graduation.

Grade levels: This goal applies to all grade levels (9-12) at IMAC.

Student population: This goal applies to students with at least 85% attendance.

Expected outcomes:

Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Fixed Measure: Students will earn at least 1 full credit per year in ELA classes. Evaluation will be based on End Of Semester tests administered within the Edmentum Courseware curriculum. Students will be evaluated weekly for courseware progress and met with individually every month to update individual career plans to align to progress.

2. Growth Measure: 60% of students with 85% attendance will show 1 year's growth on their NWEA MAP assessments in Reading.

Data, resources and/or personnel used to monitor and ensure student success:

Data needed is the results of the NWEA MAP tests and Courseware assessments and daily learner progress reports for weekly meetings. Personnel needed are the Academic Coaches and Intervention Specialists to meet with students as well as the classroom teachers to provide continual support within Courseware. The testing coordinator will be in charge of collecting NWEA MAP data and disseminating it among the rest of the staff. Weekly meetings will help the staff coordinate best practices for improving student performance.

Plan for intervention should the school not be on track with stated goals: The intervention that will be used should the school not meet stated goals is a reevaluation of strategies, a reflection of both positive and negative effects on the student's performance, and then modification of the original plan.

Math

State the academic goals for math for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement. **Goal:** Over 5 years our students will improve their math test proficiency and credits earned in each grade level by 8% per year.

Students identified as special ed will meet the listed IEP goals as well as meet the schools goals. ELL students will increase English vocabulary understanding in their subjects with tutoring through EdOptions math courses.

Low-performing students will be monitored for strengths and weaknesses, will build on strengths via various interventions, and will be referred for comprehensive evaluation should the educational team deem it necessary.

Alignment of goal to mission: Increased student achievement in Math will increase

graduation rates as well as increase student placements in post secondary options. Students mastery of math subjects will result in the skills necessary to enter college, career or technical schools or the military after graduation.

Grade levels: This goal applies to all grade levels (9-12) at IMAC.

Student population: This goal applies to students with at least 85% attendance.

Expected outcomes:

Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Fixed Measure: Students will earn at least 1 full credit per year in Math classes. Evaluation will be based on End Of Semester tests administered within the Edmentum Courseware curriculum. Students will be evaluated weekly for courseware progress and met with individually every month to update individual career plans to align to progress.

2. Growth Measure: 60% of students with 85% attendance will show 1 year's growth on their NWEA MAP assessments in Math.

Data, resources and/or personnel used to monitor and ensure student success:

Data needed is the results of the NWEA MAP tests and Courseware assessments and daily learner progress reports for weekly meetings. Personnel needed are the Academic Coaches and Intervention Specialists to meet with students as well as the classroom teachers to provide continual support within Courseware. The testing coordinator will be in charge of collecting NWEA MAP data and disseminating it among the rest of the staff. Weekly meetings will help the staff coordinate best practices for improving student performance.

Plan for intervention should the school not be on track with stated goals: The intervention that will be used should the school not meet stated goals is a reevaluation of strategies, a reflection of both positive and negative effects on the student's performance, and then modification of the original plan.

Social Studies

State the academic goals for social studies for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal: Over 5 years our students will improve their social studies test proficiency and credits earned in each grade level by 8% per year. Students identified as special ed will

meet the listed IEP goals as well as meet the schools goals. ELL students will increase English vocabulary understanding in their subjects with tutoring through EdOptions social studies courses.

Low-performing students will be monitored for strengths and weaknesses, will build on strengths via various interventions, and will be referred for comprehensive evaluation should the educational team deem it necessary.

Alignment of goal to mission: Increased student achievement in Social Studies will increase graduation rates as well as increase student placements in post secondary options. Students mastery of Social Studies subjects will result in the skills necessary to enter college, career or technical schools or the military after graduation.

Grade levels: This goal applies to all grade levels (9-12) at IMAC.

Student population: This goal applies to students with at least 85% attendance. **Expected outcomes:**

Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Fixed Measure: Students will earn at least 1 full credit per year in Social Studies classes. Evaluation will be based on End Of Semester tests administered within the Edmentum Courseware curriculum. Students will be evaluated weekly for courseware progress and met with individually every month to update individual career plans to align to progress.

2. Growth Measure: 60% of students with 85% attendance will show growth on their end of Course assessments in Social Studies.

Data, resources and/or personnel used to monitor and ensure student success:

Data needed is the results of the Courseware assessments and daily learner progress reports for weekly meetings. Personnel needed are the Academic Coaches and Intervention Specialists to meet with students as well as the classroom teachers to provide continual support within Courseware. The Academic Coaches will be responsible for disseminating data among the rest of the staff. Weekly meetings will help the staff coordinate best practices for improving student performance.

Plan for intervention should the school not be on track with stated goals: The intervention that will be used should the school not meet stated goals is a reevaluation of strategies, a reflection of both positive and negative effects on the student's performance, and then modification of the original plan.

Science

State the academic goals for science for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the

mission of the school and include specific outcomes that will result in academic achievement.

Goal: Over 5 years our students will improve their science test proficiency and credits earned in each grade level by 8% per year. Students identified as special ed will meet the listed IEP goals as well as meet the schools goals. ELL students will increase science vocabulary understanding in their subjects with with tutoring through EdOptions social studies courses.

Low-performing students will be monitored for strengths and weaknesses, will build on strengths via various interventions, and will be referred for comprehensive evaluation should the educational team deem it necessary.

Alignment of goal to mission: Increased student achievement in Science will increase graduation rates as well as increase student placements in post secondary options. Students mastery of Science subjects will result in the skills necessary to enter college, career or technical schools or the military after graduation.

Grade levels: This goal applies to all grade levels (9-12) at IMAC.

Student population: This goal applies to students with at least 85% attendance.

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Fixed Measure: Students will earn at least 1 full credit per year in Science classes. Evaluation will be based on End Of Semester tests administered within the Edmentum Courseware curriculum. Students will be evaluated weekly for courseware progress and met with individually every month to update individual career plans to align to progress.

2. Growth Measure: 60% of students with 85% attendance will show growth on their end of Course assessments in Science.

Data, resources and/or personnel used to monitor and ensure student success:

Data needed is the results of theCourseware assessments and daily learner progress reports for weekly meetings. Personnel needed are the Academic Coaches and Intervention Specialists to meet with students as well as the classroom teachers to provide continual support within Courseware. The Academic Coaches will be responsible for disseminating this data among the rest of the staff. Weekly meetings will help the staff coordinate best practices for improving student performance.

Plan for intervention should the school not be on track with stated goals: The intervention that will be used should the school not meet stated goals is a reevaluation of strategies, a reflection of both positive and negative effects on the student's performance, and then modification of the original plan.

Other Academic Goals

State the other academic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement. **Goal:** Students at IMAC participate in series of Career and Technical Education courses as well as career surveys to provide direction to drive their education into post education options. The school will provide training in relevant Microsoft Office training and OSHA certification. IMAC will increase its participation in programs to align to student's identified career paths.

Alignment of goal to mission: Our mission is to assist students as they not just graduate high school but enter their desired careers and this academic goal aligns because it provides training and certification for students to obtain careers post-graduation.

Grade levels: This applies to all students in IMAC

Student population: All students identified under the CTE pathway.

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. IMAC will identify all students as either CTE, college, or military pathway and enroll every student enrolled as CTE into at least 1 credit of CTE courses in the career clusters.

2. IMAC students with 60% attendance will complete at least 80% of their CTE credits attempted within the year.

Data, resources and/or personnel used to monitor and ensure student success: Student Exit Surveys, specifically the Ohio Longitudinal Transition Survey. This survey is given to SpEd students by the Intervention Specialist, and given to all other students by the EMIS coordinator.

Plan for intervention should the school not be on track with stated goals: The intervention that will be used should the school not meet stated goals is a reevaluation of strategies, a reflection of both positive and negative effects on the student's performance, and then modification of the original plan.

Non-academic Goals: These are goals related to the school's unique program. The goals must be aligned to the school's mission and include outcomes that result in successful implementation of the school's unique program.

Non-academic Goal 1

State the non-academic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement. **Goal:** IMAC provides social instruction through the Domestic Violence Center in Mansfield and the Family Life Center designed to provide students with a better understanding of positive relationships and personal understanding. This training is provided through two programs, WISE (Women Inspiring Strength and Encouragement) and MOST (Men Of Strength Training). Both programs offer 2 full years of training, education, and mentoring in building positive social instruction. IMAC will enroll students in these classes for 2 years and increase participation to 85% over the next 5 years.

Alignment of goal to mission: This goal provides students with the social and environmental education.

Grade levels: All grade levels

Student population: All students

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. Fixed Measure: Students will earn at least 1 full credit per year in WISE or MOST classes. Evaluation will be based on WISE and MOST end of course tests administered within the corresponding curriculums. Students will be evaluated weekly for courseware progress and met with individually every month to update individual career plans to align to progress.

2. Growth Measure: 60% of students with 85% attendance will show growth on their end of Course assessments in WISE or MOST.

Data, resources and/or personnel used to monitor and ensure student success: Attendance and completion in the WISE and MOST curriculum courses.

Plan for intervention should the school not be on track with stated goals:

Non-academic Goal 2

State the non-academic goals for each grade level and student cohort in the school. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goal must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal: 75% of students in grades 9-12 who have a minimum of 85% attendance will demonstrate continuous improvement in classroom behavior as measured by PBIS AIM data.

Staff implementation of Positive Behavioral Interventions & Supports (PBIS) is the foundation to reduced classroom behavior issues. PBIS is implemented school-wide using strategies for identifying and teaching expectations, acknowledging appropriate behavior and responding to inappropriate behavior. Classroom management decisions are based on behavioral data, effective instructional strategies implemented with fidelity and curriculum matched to student needs and data. Data will be reported at least once a month at the Community School Leadership Team (CSLT) meeting. Students exhibiting a significant amount of behaviors will participate in creating a behavior success plan and the plan will be monitored bi-weekly, weekly or daily based on need.

Alignment of goal to mission: Student improvement of positive behavior will increase attendance leading to more days in the classroom, engaged and learning. That will in turn create a larger achievement group and graduation cohort.

Grade levels: All grade levels

Student population: All students who are in attendance at least 80%

Expected outcomes:

1. Goal: 75% of students in grades 9-12 who have a minimum of 85% attendance will demonstrate continuous improvement in classroom behavior as measured by PBIS AIM data.

2. Goal: 75% of students in grades 9-12 who have a minimum of 85% attendance will demonstrate continuous improvement in classroom behavior as measured by PBIS AIM data.

Data, resources and/or personnel used to monitor and ensure student success: $\ensuremath{\mathsf{PBIS}}$ AIM Data

Plan for intervention should the school not be on track with stated goals: Staff will be trained and reevaluated to PBIS protocols with evaluations held yearly as to the effectiveness of support systems.

C. Description of the community(ies) served
Students are residents of Richland County, behind academically, at risk of dropping out of high school, or have dropped out of high school and have not obtained a GED. They are 9th through 12th grade

The majority of IMAC students have language-based difficulties typical for significantly at risk populations. Root causes of low student performance, can be linked to extreme poverty and lack of family stability. IMAC students encounter a high level of instability, crisis, and trauma on a daily basis. The psychological and emotional impact on students is much greater than typical adolescent stresses. Many IMAC students are also parenting themselves. IMAC students are highly transient, moving in and out of the school regularly and throughout the school year. This transiency requires more resources and unique interventions. Academic gaps in learning due to frequent school transfers contribute to low student performance. Some students experience low performance because they were previously unidentified with a disability and did not receive the requisite services to achieve academic success. Inconsistent school attendance and excessive tardiness to school is also a root cause of low literacy performance. Student Data Center data for years 2013 -2017 indicates IMAC has an average attendance of 76.62%.

These tendencies within our student population are addressed through flexible scheduling, individualized learning plans and a supportive climate that are essential for our dropout prevention/recovery population to achieve success academically, socially, and emotionally. When creating individual learning plans; we determine academic and behavioral needs by formative/summative assessment and behavioral surveys and PBIS AIM data. Individual career plans are used collaboratively by the student and teacher to facilitate and document course placement/completion, charting growth across the curriculum in areas of proficiency and deficiency with a goal post-secondary options always in sight. We foster a supportive climate by implementing Positive Behavior Intervention Supports (PBIS) building wide. Wraparound services are provided through our partnerships with Family Life and Psychological Services, the Urban Minority Alcohol and Drug Abuse Outreach Program (UMADAOP), Richland County Juvenile Justice Center, Richland County Children Services and the Domestic Violence Shelter. We are a safe and non-threatening learning environment which supports social and character development in our students. Across the curriculum all teachers integrate higher order questioning strategies to develop higher order thinking skills at every grade level in each student. Reading and math are integrated into all subjects.

IMAC uses the following strategies to engage parents/families: 1) having welcoming space to engage families, 2) establish policies and procedures to promote family engagement, 3) Communicate and build trusting relationships, 4) Connecting families to each other, staff, schools, and community institutions, and 5) help support families' basic needs.

II. The school demonstrates a comprehensive academic program.

A. Overview of program delivery

100% of IMAC teachers use Ohio's Learning Standards (OLS) for curriculum mapping and daily lesson planning.

We use the Edmentum Courseware([™]) online prescriptive learning program as our primary source of instruction. It is composed of assessment modules and self-paced lessons. It provides online remediation across multiple grade levels. It is also used to accelerate learning for advanced students, extending their knowledge well beyond core curriculum levels. This online learning system has incorporated state learning standards for grades 1–12. The program's network of assessments links students directly to the instructional content they need, so that our certified teachers can more easily match curriculum and instruction to their skill levels whether they're on a developmental, remedial, or enhanced learning trajectory. Offline lessons are developed by certified staff in alignment with deconstructed OLS and delivered in small groups and individual student interventions.

Evidence that the educational program supports improved student outcomes:

In 1956, Benjamin Bloom worked with a group of educational psychologists to develop a taxonomy that classified six levels of learning: knowledge, comprehension, application, analysis, synthesis, and evaluation. Bloom's theories have been refined over the decades. In the 1990s, cognitive psychologist Lorin Anderson worked with educational psychologist David R. Krathwohl to publish an adaptation of Bloom's work that reflected a taxonomy more closely tied to 21st century learning. The Anderson and Krathwohl (2001) revision maintained Bloom's six levels but labeled each level with verbs rather than nouns, reconceptualized "synthesis" as "creating," and moved "creating" up to the highest level in the taxonomy. The six levels of learning in the Anderson/Krathwohl taxonomy are remembering, understanding, applying, analyzing, evaluating, and creating. Building on the work of Bloom, Anderson, and Krathwohl, the International Center for Leadership in Education, under the leadership of Dr. Bill Daggett, created its Rigor/Relevance Framework model for learning and student achievement based on two dimensions. The first dimension is rigor, which refers to academic rigor, or level of knowledge and learning, as defined in the taxonomies of Bloom and Anderson/Krathwohl. The second dimension is relevance, meaning the ability to apply concepts or skills to solve real-world problems.

Edmentum Courseware is designed to explicitly incorporate the multiple levels of rigor and relevance within an integrated online learning environment. Each course incorporates basic and higher levels of learning within the rigor and relevance dimensions in Daggett's application model.

B. Curriculum and Instruction

Edmentum Courseware is fully aligned to the Common Core State Standards (CCSS) and Ohio's New Learning Standards and can therefore be used as credit-bearing courses in Ohio for both credit recovery and first time credit.

We use the Edmentum Courseware online prescriptive learning program as our primary source of instruction. It is composed of assessment modules and self-paced lessons. It provides online remediation across multiple grade levels. It is also used to accelerate learning for advanced students, extending their knowledge well beyond core curriculum levels. This anywhere learning system has incorporated state learning standards for grades 1–12. The program's network of assessments links students directly to the instructional content they need, so that our certified teachers can more easily match curriculum and instruction to their skill levels whether they're on a developmental,

remedial, or enhanced learning trajectory. Offline lessons are developed by certified staff in alignment with deconstructed OLS and delivered in small groups and individual student interventions.

C. Curriculum and Instructional evaluation

Staff will monitor student learning and engagement in the Edmentum Courseware and Exact Path Curriculums and use surveys and data from pre-tests, post tests, and end of course exams to determine the effectiveness of the program with our students. In addition staff will be trained on the improvement and advancements within the Edmentum Suite of Programs. In addition the Academic Coaches will monitor the effectiveness and validity of supplemental programs provided by community partners to ensure they are aligned with state standards and follow the school's PBIS model.

100% of staff will participate in assigned training to improve teaching and student learning throughout the school year. Ongoing and embedded training is provided for instructional staff, support staff, partners and stakeholders in the following areas: OLS, data use, Ohio Improvement Process 5 Step Process, Differentiation, Student Learning Objectives (SLO), Formative Instructional Practices (FIP), Curriculum Scope, Lesson Planning, PBIS, School Wide Information System (SWIS) Edmentum Courseware, Exact Path, Edmentum Sensei, Performance Based Measurement, Assessment, Ohio Teachers Evaluation System (OTES) and Ohio Principal Evaluation System (OPES) in addition to others.

Student academic and behavioral outcomes provide the insights needed to determine professional development needs of the staff. Staff self-assessment is also used to identify personal growth needs. Teacher performance evaluation will be done through the applicable sections of the OTES system and will be used once per year per teacher. Evaluations will also be a source for meeting staff growth needs.

D. Student Performance and Assessment

<u>State-Mandated Assessments.</u> The School shall administer State-mandated assessments (*e.g.*, diagnostic assessments and achievement tests) to Students at the times designated by the State Board of Education. The School may, for medical reasons or other good cause, excuse a Student from taking a State-mandated assessment on the date scheduled, but any such assessment shall be administered to such excused Student not later than nine (9) calendar days after the last regularly scheduled test administration date. The School shall annually report to the State Board of Education, not later than June 30, the number of Students who have not taken one or more of the State-mandated assessments.

The Executive Director or his/her designee shall administer State-mandated assessments and submit the assessments to the entity with which the Ohio Department of Education contracts for the scoring of the tests, in accordance with Ohio law.

<u>Diagnostic Assessments</u> are assessments aligned with the Ohio academic content standards and model curriculum designed to measure student comprehension of

academic content and mastery of related skills for relevant subject areas. Diagnostic assessments shall be administered by the School at least once annually for grades levels kindergarten through second grade in reading, writing, and mathematics, and for grade three in reading and writing to the following students:

- Any Student who transfers to the School if his/her former school did not administer each applicable diagnostic assessment to the Student in the current school year (must be administered within thirty (30) days from the date of transfer).
- Previously home-schooled Students enrolling at the School will be given a diagnostic assessment in order to determine their appropriate grade level placement.
- Each kindergarten student will complete the readiness assessment. For the 2013-2014 school year, the school will administer the readiness assessment not earlier than the four weeks before the start of the school year and not after October 1, 2013. Starting with the 2014-2015 school year, the School shall administer the readiness assessment not earlier than the first day of the school year and not later than November 1 of that year, except that the language and reading skills portion of the assessment must be administered by September 30 of that year.
- As required pursuant to the Third Grade Reading Guarantee. See Policy No. 245, Promotion and Retention Policy.

<u>Recordkeeping.</u> The School shall keep records for each student that include the following:

- A unique state student identification code or student data verification code in accordance with R.C. 3301.0714(D)(2);
- A list or designation of which assessments are required and which assessments are not required;
- A list or designation of which assessments, required or not required, are taken and which assessments are not taken during each assessment administration period;
- A score for each assessment taken, whether required or not required;
- Whether or not each student attained the requisite performance standard designated for each required assessment;
- What, if any, assessments must still be taken;
- Whether or not intervention must be provided; and
- For each test required for graduation, the date passed shall be recorded on the student's transcript. No information regarding a test not passed shall be on the student's transcript.

After the administration of any diagnostic assessment and upon a Parent's request, the School shall provide a Student's completed diagnostic assessment, the results of such assessment, and any other accompanying documents used during the administration of the assessment to the Student's Parent.

<u>Retention.</u> No results from required statewide assessments shall be used as the sole basis for determining whether or not to promote a student from grade to grade, except as specified in the Third Grade Reading Guarantee.

<u>Summer Remediation Services.</u> Instruction will be developed and offered by the School during the summer to any student who failed to score at the proficient level on a third grade reading achievement test or a diagnostic assessment.

<u>Executive Director Duties.</u> The Executive Director, or his/her designee, shall develop an assessment system that includes:

- The administration of state-mandated assessments;
- Regular assessments of student performance;
- Multiple and appropriate assessments that will be used to measure student progress;
- Assessment practices that conform to current professional standards for validity and reliability; and
- Sharing information with parents, students, and the community regarding assessment purposes and results.

The Executive Director, or his/her designee, shall also develop:

- Procedures for using diagnostic assessments to measure student progress in accordance with academic standards;
- A plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of the diagnostic assessments;
- Procedures for the regular collection of student performance data; and
- Procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify those services.

<u>Students with Disabilities.</u> All identified students with disabilities in the School shall be considered for participation in State-mandated testing. The extent of the student's participation shall be determined by the IEP/504 team. The IEP/504 plan developed for the student must specify the manner in which the student will participate in the state achievement assessments. All students shall participate in diagnostic assessments except those with significant cognitive disabilities or other disabilities as authorized by the Ohio Department of Education on a case-by-case basis.

The School expects that most students will graduate by meeting one of the four (4) existing pathways to graduation. However, as a result of changes to graduation assessment requirements, the School acknowledges that not all students will be successful in meeting the new testing standards required by law. For this reason, so long as students take and pass required curriculum courses and complete all end-of-course exams^{*}, students shall be eligible to earn a high school diploma without achieving the required cumulative passing score on end-of-course exams, if either:

1. Students meet at least two of the following:

 \cdot Students who enter ninth grade for the first time between July 1, 2014 and June 30, 2016 ("Classes of 2018 and 2019"), an attendance rate of 93% during the 12th grade year;

 \cdot Earn a GPA of 2.5 on a 4.0 scale in all courses completed during the 12th grade for the Classes of 2018 and 2019, and a 2.5 on a 4.0 scale in all courses completed during 11th and 12th grade for students entering ninth grade for the first time between July 1, 2016 and June 30, 2017 ("Class of 2020") (must complete at least 4 full-year or equivalent courses);

 \cdot Successfully complete a capstone project during 12th grade. Student capstones for the Class of 2020 must be evaluated based on the framework that will be developed by the Ohio Department of Education;

 \cdot During 12th grade, complete a work or community service experience totaling 120 hours, including internships, work study, co-ops, and apprenticeships as approved by the School. Approval and verification of student work for students in the Class of 2020 must comply with the guidance developed by the Ohio Department of Education and the Governor's Office of Workforce Transformation;

 \cdot Earn 3 or more transcripted credits through College Credit Plus at any time during high school;

 \cdot Earn credit for an Advanced Placement or International Baccalaureate course and earn an AP exam score of 3 or higher or an IB exam score of 4 or higher at any time during high school;

· Earn a WorkKeys exam score of 3 on each of the 3 test sections;

 \cdot Earn a State Board-approved industry-recognized credential or credentials that equal at least 3 points; or

· Meet OhioMeansJobs Readiness Seal requirements.

2. Career-Technical Education students** complete at least 1 of the following:

 \cdot Earn a total score of proficient or better based on all career-technical exams or test modules;

· Earn an industry-recognized credential or credentials that equal 12 points; or

 \cdot Complete a workplace experience, pursuant to an agreement between the School, the student and the employer, totaling 250 hours with evidence of positive evaluations.

*If a student receives a score of "1" or "2" on any math or English language arts test, the student must retake the test at least once.

**Students must finish a career-technical program that includes at least 4 courses in a single career pathway.

All students (grades 9-12) will participate in at least weekly (2hr) college and career development rotations using OhioMeansJobsK12 resources include: resume, FAFSA, workforce readiness, WorkKeys and/or ACT preparation, applying for jobs, military and college.

Based on readiness, students will begin work-based learning experiences such as job site visits, college visits, mentorship, job shadowing, supported internships. Students can participate in beyond the walls learning to earn industry recognized credentials and certifications including: STNA offered by IMAC and programs offered by the local Adult Career Centers. College Credit Plus courses will be accessible also. Youngstown State University's Future Stories program will allow students to complete up to 3 courses for high school credit, college credit or both.

Each IMAC student has a personalized learning plan that includes college and career preparation goals. Program staff will help students choose activities aligned to their future goals.

Academic development is measured and reported through the NWEA MAP assessment, credit accrual and graduation rates, and the End of Course exams. Social development is measured and reported through ODE's social and emotional curriculum, Check and Connect ([™]) monitoring, and meetings school members in PBIS behavior meetings.

The school uses a series of assessments to measure student achievement including NWEA MAP tests in Reading and Math, Edmentum Course Assessments, and Exact Path learning assessments in reading levels and math proficiency. Students also participate in the ACT tests who are on the College pathway and the ACT Workkeys tests that are on the Career Paths. Students pathways are determined by career interest surveys on Workkeys and updated every grading period based on credits earned.

Data collected from PreTests in each curricular area allow exemptions from work, decreasing the student workload to not repeat mastered subjects. NWEA MAP test data is used to assign an individualized curriculum of lessons designed specifically to improve student's weaknesses in Math and Reading.

Involvement of the following stakeholder groups in reviewing and responding to student achievement data:

1. Governing authority – During board meeting, the Superintendent provides a report to the board with student achievement data included. They also receive compliance reports from the sponsor. The governing authority sets priorities and goals; based on reported data and monitors progress toward established priorities and goals. The governing authority also actively engages the community to garner support to assist in removing non-academic barriers impacting student outcomes.

2. School administrators School administrator reports data to the board and facilitates the CSLT. The CSLT reviews student data and other school processes to assess student outcomes, interventions and implementation of current strategies.

3. Teachers Staff uses formative and summative assessment data to determine individual student needs, lesson plan modifications, student grouping and other interventions necessary to improve student outcomes. Staff provides bi-weekly updates in the CSLT and informs the school administrator of actions being taken to see growth in students.

4. Students – All students have portfolios and each student is shown how to use the data to track their own progress. They take the lead in setting academic and behavioral goals to improve with the support of staff.

5. Parents - Parents are provided with access to the courseware, receive progress reports, assessment outcome reports and participate in conferences. They are informed of the growth needs of their student(s) and interventions being implemented by staff to address them. The informed parent is then empowered to focus on specific areas to encourage their student to engage plans to improve outcomes.

E. Supports for diverse learners

The process and procedures employed to identify, assess and serve students in the following areas:

1. English language learners

English Language Learners benefit from having instructions and directions presented in visual form, small group instruction for specific/direct instruction, repetition as needed/requested, the support of an ESL instructor, and ability to write in their own language when appropriate.

2. Low-performing students

NWEA MAP test data is used to assign an individualized curriculum of lessons designed specifically to improve student's weaknesses in Math and Reading.

Low performing students will be monitored for strengths and weaknesses in various academic subjects, will build on strengths via various interventions which are built into the curriculum as well as those provided by the instructor in the general education classroom (ie. teaching and reteaching in small groups, extended time to complete assignments and tests), and will be referred for a comprehensive evaluation should the educational team deem it necessary.

3. Students with disabilities

IMAC will follow a student's current Individualized Educational Plans (IEP), adhering to the Goals and Objectives as determined by the IEP Team. This includes Specially Designed Instruction, and classroom and testing accommodations and modifications.

4. Advanced/Gifted Learners

Based on student assessment data, the individualized plan will place students in classes aligned to their ability. Students will be consistently challenged through online (advanced placement or honors courses), face to face project based learning opportunities and experiential lessons. Students may also have career plans that include College Credit Plus.

F. Culture and Family Engagement

Our plan for culture and parent engagement involves a series of programs for parent engagement and developing support mechanisms that build a positive school culture. We use our community partners, Urban Minority Alcohol and Drug Abuse Outreach Program (UMADAOP), the Mansfield Domestic Violence Shelter, Family Life Counseling) as well as mentors organized through the Check and Connect([™]) system. Our community partners provide IMAC students and parents with opportunities to promote positive social interactions. They connect to the school's culture of improving the whole child by promoting positive social interactions. We also have started the Check and Connect([™]) system to ensure students at high risk of dropping out are given extra support in the form of mentors as prescribed by the program.

Many IMAC students, are either living on their own or are young parents themselves. Those who are living at home, are often living in settings with historically hard to engage parents/guardians. Therefore, IMAC, Oasis of Love and UMADAOP will collaborate to provide family engagement and education activities monthly to all families. This will help families experience seamless engagement - rather than separate programming by each partner. Examples of activities include: IMAC start of school year family celebration and holiday events such as Christmas and Thanksgiving shared meals and programs. A community partner, Parenting Aid, will host regular coffee nights for families. At each of these events parents (and parenting students) can bring their small children with them while they receive dinner and learn important parenting skills. Topics include: parenting tips for raising both teens and infants, support for single parents, and strategies for playing with your children. Programming also includes assessment of and access to wraparound resource needs (i.e., clothes, furniture other family needs).

IMAC uses the following strategies to engage parents/families: 1) having welcoming space to engage families, 2) establish policies and procedures to promote family engagement, 3) Communicate and build trusting relationships, 4) Connecting families to each other, staff, schools, and community institutions, and 5) help support families' basic needs.

IMAC will conduct a parent/guardian survey in the Fall each year to assess parent needs, program interests and perception of the school and after school program as aligned to this framework. This information will be used by IMAC faculty and program staff to create and host monthly family engagement events. During each event, participants will receive an evaluation to collect data as to the extent to which the events increase meaningful engagement. Data will be reviewed post-event and used to improve outcomes for future program activities.

80% of families who attend 75% of family involvement/literacy events will report increased meaningful engagement in their child's learning (home, school, program, other) as reported through family surveys.

IMAC staff has been trained in, and operates under, Positive Behavior Intervention Support (PBIS). We use PBIS protocols regarding student behavior including active monitoring, incentives and reinforcement, logical consequence discussions, and school-wide overarching behavioral expectations. We collect, share, and utilize data from academic, behavioral, and social interactions at our daily meetings.

Staff implementation of Positive Behavioral Interventions & Supports (PBIS) is the foundation to reduced classroom behavior issues. PBIS is implemented school-wide using strategies for identifying and teaching expectations, acknowledging appropriate behavior and responding to

inappropriate behavior. Classroom management decisions are based on behavioral data, effective instructional strategies implemented with fidelity and curriculum matched to student needs and data. Data will be reported at least once a month at the Community School Leadership Team (CSLT) meeting. Students exhibiting a significant amount of behaviors will participate in creating a behavior success plan and the plan will be monitored bi-weekly, weekly or daily based on need.

75% of students in grades 9-12 who have a minimum of 85% attendance will demonstrate continuous improvement in classroom behavior as measured by PBIS AIM data.

IMAC works with parents through: telephone contact, home visits, parent teacher conferences, student learning contract and annual meetings for special needs student.

III. Organizational viability of the school

A. Capacity

The Governing Authority believes that it is the primary duty of the Board to establish, adopt and/or review policy and that of the Executive Director to help establish and to administer such policy.

The governing authority provides oversight and guidance to the school and is makes appropriate decisions to guide the continued success of the school. The school's current governing authority comprises of individuals who possess a wide variety of skills and qualifications that will enable them to provide the oversight, guidance and decision-making necessary to ensure the school is both providing a quality educational choice to students attending IMAC and is a fiscally viable entity.

The governing authority meets at least once a month during the school year and at least twice during the summer break. Members of the governing authority frequent the school to help with projects, look in on classrooms, assist in grant writing and participate in parent events and graduation. Governing authority members are flexible and make themselves available to parents, partners, staff and students when requested.

Pastor Clarence Sanderfer

Brings leadership, law enforcement/legal, broad community networking and organizational finance experience.

Jerry Saunders

Comes with marketing, public engagement, business operations and fiscal management of public funds.

Pernell Allen

As an employee of a federal corrections institution, he has been responsible for organizational compliance at the federal level. He is well connected to community resources.

Opal Miller Familiar with organizational finance and has strong community resource engagement.

Jennifer Bowman

Community based worker familiar with the community

The Executive Director, as the chief executive officer of the School, is the primary professional advisor to the Board. S/he is responsible for the development, supervision, and operation of each program and service. Her methods are made known to the staff through the administrative guidelines or policies of the School. The Board shall retain oversight of such policies.

The fiscal agent is the primary professional advisor to the Board on fiscal matters. The fiscal agent shall have general supervision of all financial matters overseen by the Board.

B. Governance and Management

IMAC's governing authority establishes rules and policies for the governance of the school district, approves a planning process to include stakeholders in developing a comprehensive plan for student achievement, empowers the superintendent with those powers and duties in accordance with governing authority policy and state and federal laws, requires professional leadership from the superintendent, exercises financial oversight of the organization, and participates in educational conferences, workshops, training, and professional organizations to grow in their capability to lead the district. Adopts policies for provision of student services including admission, attendance, activities, rights and responsibilities, discipline, and welfare. Adopts policies necessary to assure the safety and health needs of students. The superintendent recommends and implements policies and rules to maintain adequate services and control of students. Develops and implements procedures to deal with health and safety emergencies. Provides for the direction and supervision of student activities.

As the chief executive officer of the Governing authority the superintendent implements governing authority policies and directives, recommends a comprehensive planning process for student achievement, coordinates the operation of the schools, supervision of the instructional programs, and management of district personnel and resources, provides educational leadership to the Governing authority, staff, students, and community, identifies needs of the district and reports them to the Governing authority, keeps the Governing authority aware of statewide and national educational developments and changes and continually upgrades his/her professional knowledge and qualifications through membership and participation in professional associations, conferences, and workshops.

The governing authority clarifies for the superintendent the intent of the board and actions necessary for implementation of policies. They review and evaluate policies on an ongoing basis. All duties imposed upon the governing authority are performed at a public board meeting. The Board refrains from misuse of the executive session provisions as defined in the Public Meeting Law. The Board establishes, through policy, the operational guidelines or practices for meetings. The Board chair, in consultation with the superintendent, develops the meeting agenda. The Board identifies, for the superintendent, the information needed for decision making. Board members receive their agenda materials in adequate time for study before scheduled Board meetings. The Board establishes priorities for the financial management of the district. Provides the superintendent with the Board's priorities in the development of the budget. Explores with the internal controls of the district. Reviews the budget on a monthly basis and makes adjustments as needed. Reviews and approves the monthly bills.

The superintendent serves as an advisor to the Board on areas needing policy development or revision. Drafts written policy and provides the Board with necessary data and information for policy adoption. Maintains a current, up-to-date manual of adopted policies. Develops rules and procedures necessary to implement the Board's policies. Identifies policy areas that the Board should revise, rewrite, or repeal as needs of the district or laws and rules change. Assures compliance with all legal requirements relative to the posting of notices and maintenance of meeting records. Identifies areas of business which the Board should address at meetings. Prior to meetings, provides Board members with sufficient information for decision making. Implements Board decisions and instructions developed at meetings. Assures that Board meetings, including executive sessions, meet the requirements of the law. Prepares a detailed budget based on the Board's priorities and parameters. Presents a budget to the board for consideration and approval. Administers the budget assuring that the expenditures of district funds are within the legal requirements of the budget. Acts as a resource to the board within the framework of the district audits.

The Board establishes educational philosophy, goals, and objectives for the instructional program of the district. Adopts and/or changes standards and instructional programs as necessary or as recommended by the superintendent. Regularly reviews student achievement data. Reports to the community the status of education in the district. Identifies and adopts graduation requirements. Periodically requests reports from professional staff relative to assessments and instructional programs. Employs certificated and classified staff members based on the recommendation of the superintendent. Promotes good working relations with staff through the district's chain of command. Adopts policy on evaluation of personnel. Receives and acts on personnel recommendations from the superintendent. Conducts an annual evaluation of the superintendent.

The superintendent provides leadership to the Board and staff in the continuous development, implementation, and evaluation of the instructional program. Recommends appropriate graduation standards and methods to measure their attainment. Assigns staff to instructional areas and informs the Board. Regularly schedules presentations and reports by staff on various segments of assessments and instructional programs as requested by the Board. Recommends and implements policy on selection of instructional materials and equipment. Recommends to the Board the employment or dismissal of all certificated and classified staff. Responsible for the supervision of all employees of the district. Establishes job descriptions for all positions. Serves as the Board's liaison with staff. Fosters good working relationships with staff members. Develops a systematic plan for evaluating the performance of all district personnel. Delegates' authority to staff members, as appropriate. Conducts evaluations of administrators under his/her supervision.

The Board serves as a liaison between the school district and the community. Maintains an awareness of community values, concerns, and interests. Actively participates in programs that build good community relations. Appoints advisory committees when necessary and outlines their responsibilities. Appoints the district's spokesperson(s) to deal with the news media. Channels complaints or grievances through the established channels. The superintendent informs and interprets school programs and activities to the community. Serves as the Board's liaison. Establishes a working relationship with the news media. Makes recommendations to the Board for resolution of complaints that cannot be resolved at the administrative level.

Complaint Procedure

This procedure is to be used only when no other complaint, reporting or appeal procedure is specified in the School Policies. Complainants must follow the order stated below.

- A written complaint is first given to the staff person at the lowest level most directly involved in the complaint. As an alternative, a complainant may come in to the office and have an administrator write down the complaint for them, in the complainant's own words. At this first level, a complaint would be made to the student's teacher for a parent, or, the teacher's/next highest supervisor, or, for staff, that staff person's supervisor. A complaint of harassment may skip a level if the level skipped is the level of the alleged harasser.
- 2. If the person complaining (complainant) is unsatisfied with the response or the complaint is unresolved after the response, the written complaint should be given to the superintendent. The superintendent will consider all of the facts and circumstances and call or write to the complainant with his/her decision or comments.
- 3. If the person complaining is still unsatisfied and the complaint remains unresolved, the written complaint should be addressed to the Board President or Designee. If the complainant is unsatisfied after the investigation and an opinion or resolution offered by the superintendent, then the complainant may proceed to step 4.
- 4. The written complaint will be tendered to the Board President or Designee by the person complaining.
- 5. The Board President or Designee verifies that the complainant has followed the complaint procedures listed above. If steps 1-4 above have not been followed, the Board President or Designee directs the complaint back to the proper lower level.
- 6. If the step 1-4 procedures have been properly followed, the Board President or Designee speaks directly with the complainant, any staff involved, and the superintendent.
- 7. An investigator may be assigned and the Board President or Designee provides appropriate information to the investigator. An investigator may be a third party, or an attorney who represents the Board
- 8. The investigator reviews all information and develops a plan of action, proposed resolution or findings.
- 9. The plan of action is implemented and the findings are reduced to writing.
- 10. The complainant is kept informed.
- 11. The investigator or the Board President or Designee contacts the complainant to inform them of the resolution, findings and/or a plan of action.
- 12. The complainant may request reconsideration within 10 days of receipt of the resolution or a plan of action.

13. Reconsideration is addressed by the Board President or Designee in writing, within 30 days. The Board President or Designee may involve the attorney, the sponsor or all or part of the Board at his/her discretion.

IMAC's sponsor provides on-going oversight and monitoring of contract school performance metrics, with a focus on compliance with relevant state and federal laws, as well as terms of the contract between the sponsor and governing authority. Provides technical assistance to governing boards and school, as needed. Conducts required annual school opening assurances, ongoing compliance assessments and school site visits. Reviews school financial and enrollment records on a monthly basis. Reports to ODE on issues of significant concern or school's failure to comply with legal obligations. Reviews and approves corrective action plans to address issues of concern, when and if they arise. Takes appropriate action with schools that fail to meet expectations.

The IMAC governing authority has taken the data from sponsors reports, MAP assessment, auditor's reports, monthly finance meeting, treasurer reports and authentic assessments of the school climate during classroom visits and participating in school activities to drive goals and monitor decisions. Going forward the Board will be using the Board Self-Evaluation Guide offered by the Ohio School Boards Association to work toward creating a formal self-assessment tool.

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400 Purchased Services 2036 113.302 <td>200 Employee Retirement and Insurance Benefits</td> <td>204,1:</td> <td>29</td> <td>118,928</td> <td>86,81</td> <td>-</td> <td>84,225</td> <td>81,504</td> <td>+-</td> <td>95,149</td> <td>98,004</td> <td></td>	200 Employee Retirement and Insurance Benefits	204,1:	29	118,928	86,81	-	84,225	81,504	+-	95,149	98,004	
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chool Facilities Grant)	Federal Grants (all 4000 except fund 532)		+	56,975		-	160,430		+	82,500		
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s 83,577 \$ 57,211 \$ 48,018 \$ 160,680 \$ 77,800 \$ 82,850 \$ 85,350 Ingeneipts Image: S (145,923) \$ (68,774) \$ (26,914) \$ 74,756 \$ 40,802 \$ 29,385 \$ 168,847 I Year \$ 294,770 \$ 148,847 \$ 80,073 \$ 127,915 \$ 168,717 \$ 198,102 I Year \$ 294,770 \$ 148,847 \$ 80,073 \$ 127,915 \$ 168,717 \$ 198,102	Transfers - Out		+	+		-			+			
Excess of Operating and Nonoperating Receipts Image: Construct of Construct	Total Nonoperating Revenues/(Expenses)		_				160,680		_	82,850		_
Over/(Under) Operating and Nonoperating \$ (145,923) \$ (68,774) \$ (26,914) \$ 74,756 \$ 40,802 \$ 29,385 \$ 16,864 Disbursements \$ (145,923) \$ (68,774) \$ (26,914) \$ 74,756 \$ 40,802 \$ 29,385 \$ 16,864 Fund Cash Balance Beginning of Fiscal Year \$ 294,770 \$ 148,847 \$ 80,073 \$ 53,159 \$ 127,915 \$ 168,717 \$ 198,102	Excess of Operating and Nonoperating Receipts											
I Year \$\$294,770 \$\$148,847 \$\$80,073 \$\$53,159 \$\$127,915 \$\$168,717 \$\$196,102	Over/(Under) Operating and Nonoperating Disbursements			(68,774)			74,756			+		++
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For the Fiscal Years Ended 2017 through 2019, Actual and

C. School Finances Excess of O Over/(Under Disburseme Fund Cash Fund Cash

Assumptions Narrative Summary

Fiscal Year 2020-2024 Projected Debt												
Description	Begir	nning	Pri	nciple	In	iterest	E	nding	Debitor/			
Description	Year B	alance	Retirement		E	pense	Year	Balance	Creditor			
FTE Review	\$	-	\$	-	\$	-	\$	-				
Loan A	\$	-	\$	-	\$	-	\$	-	None			
Loan B	\$	-	\$	-	\$	-	\$	-	None			
Line of Credit	\$	-	\$	-	\$	-	\$	-	None			

Notes, Bonds	\$ -	\$ -	\$ -	\$	-	None
Capital Leases	\$ -	\$ -	\$ -	\$	-	None
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	ş	-	None

hool Treasurer - Jeffrey Zaye, Whalen & Company CPAs porting services provided by Whalen & Company CPAs and NCOCC

Int enrollment is expected to increase from the current level to the forecasted levels based on the following factors: hool administrators have been in contact with additional referral agencies to ensure that they are aware that the school is open and to provide them information on the services provided. board member is in training to work in the court system where he will be interacting directly with potential new students. His activities are expected to have a significant impact on enrollmen AC has learned that. Mansfield City Schools will be discontinuing their alternative high school option in 18-19. IMAC expects an increase in enrollment because of this change and has alre ceiving student and family inquiries.

Other revenue - in prior years, IMAC received reimbursement for services provided to related schools, Mansfield Elective Academy and Mansfield Enhancement Academy. These related sch Warres and related benefits

Salaries for existing positions are increased 3% per year

Beginning in FY20, an additional teaching position is expected be added. It is anticipated that current staffing levels will remain at current levels until enrollment increases significantly. This is due in large to the scheduling needs of IMAC's students. Because many of our students are older and have full-time jobs and families, their attendance is spread throughout the day, reducing the number of staff need ses significantly. This is due in large p Retirement and insurance benefits are calculated at 32% of wages paid.

Assumptions for Purchased Services are as follows:

Issumptions for Purchased Services are as follows:
Rent - IMAC moved to a smaller building at the beginning of the 2018 school year with significantly lower rent. The building is expected to be adequate for projected enrollment, the lease runs through June 30,
2021 with rent fixed as \$2,500 per month during the school year. Rent will increase to \$4,075 per month if IMAC's enrollment exceeds 100 FTEs.
Utilities and Other Facility Costs - electric, head, and water are included in the monthy lease. Budgeted amounts are for telephone and miscellaneous items.
Insurance expense is not expected to increase significantly unless IMAC moves to a different location.
Sponsor Fees - only change is related to increase is state support free/veid
Audit Fees - expected to increase less than 5% annually.
Contingency - the following items are included in the contingency line:
Treasurer services - expected to approximately \$42,000 per year, increasing less than 5% annually
Miscellaneous services - expected to be approximately \$2,500 per year, increasing less than 5% annually
Legal Fees - expected to be approximately \$2,500 per year, increasing less than 5% annually
Food Services - expected to increase in relation to increase period
Fees - only change is related to be approximately \$2,500 per year, increasing less than 5% annually
Miscellaneous services - expected to increase period
Food Services - expected to increase in relation to increase in FTEs, cost per FTE increasing less than 5% annually.
Note that 100% of food service cost is reimbursed through the School Nutrition Programs.

olies and Materials - expected to increase in relation to increase in FTEs, cost per FTE increasing less than 5% annually.

Debt - IMAC does not currently have a line of credit or term debt. There is no expectation of entering into any debt arrangements during the forecast period

148.1 **Purchasing/Invoicing**

Before placing a purchase order, each party authorized to place a purchase order should consider whether the material requested may be available elsewhere in the School or in the management company network. In the interests of economy, fairness and efficiency, the Board requires that:

- A. All purchase orders shall be numbered consecutively.
- B. An informal but documented assessment of the responsibility, reliability, comparative cost and reputation of available qualified suppliers shall have been conducted before the purchase order is submitted.
- C. Certain purchases may be below an amount of money allowed to be spent without a properly signed purchase order, as authorized by the management company and the Executive Director.
- D. Insofar as conditions permit, all legitimate business suppliers shall be treated courteously.
- E. Credit card agreements may be approved by the Executive Director and the management company, at their sole but joint discretion, and, if so approved, all credit cards shall be kept in the custody of the Executive Director in a locked area. All credit card purchases require the prior written approval of the Executive Director and the . Any staff member or Board member entrusted with a credit card shall be personally liable for the proper use and safekeeping of the credit card.

- F. Cooperative purchasing among schools managed by the same company is encouraged, if it results in an economic advantage. Other cooperative purchasing may be considered as well.
- G. If it results in an advantage of any kind, the School may prefer local vendors.
- H. All applicable ethical and conflicts rules shall be followed when purchasing or soliciting for purchasing. No director, officer, employee, staff or agent of the School shall 1) solicit or participate in the negotiations of a contract in which he or she has any direct or indirect pecuniary or beneficial interests or 2) accept any gift or favor from a vendor which might influence their recommendations in the eventual purchases of equipment, supplies or services.

These policies do not prevent any person from receiving royalties upon the sale of any textbook or similar educational product of which she or he is the author, which has been properly approved for use in the School.

If the Board is presented with an invoice from a vendor, the vendor must certify that the good or services were used for School purposes, the invoice must contain sufficient itemization to determine that the services or goods were used for School purposes and the fiscal agent or fiscal officer of the School shall pre-approve payment before the invoice is approved by the Board.

R.C. 102.03; OAC 117-2-02

See also Policy No. 395.1 Purchase of Supplies and Materials, Equipment. See also Policy No. 148.6 Credit Cards.

148.2Fixed Asset Policy/Title I and Federal Grant Assets Policy

Purpose

The School's Fixed Asset/Title I and Federal Grant Assets policy establishes a fixed asset accounting system that, if followed, will ensure that the School properly handles and disposes of assets, including those assets obtained with Title I grant monies and other federal grant awards, and contains sufficient data to permit:

- 1. The preparation of fiscal year-end financial statements in accordance with Generally Accepted Accounting Principles (GAAP);
- 2. Adequate insurance coverage; and
- 3. Control, accountability, and security.

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<u>Classifications of Fixed Assets</u>. Fixed assets shall be classified as either: (1) equipment, (2) supplies, (3) furniture, (4) leased fixed assets, or (5) real property.

Criteria for Fixed Asset Capitalization and Valuation

An item is a Fixed Asset if it has a useful life of one (1) year or more and the cost of the asset is greater than \$5,000.00, or, it is a leased asset with a purchase price of greater than \$5,000.00.

Fixed Assets are to be valued at historical cost or, if that amount is not practicably determined, at estimated historical cost. The Controller shall determine the estimated historical cost. Donated Fixed Assets shall be valued at the donor's estimated fair market value at the time of gifting.

Depreciation in value of a Fixed Asset will be calculated using straight-line depreciation. The estimated life of a fixed asset shall follow Association of School Business Officials (ASBO) guidelines.

Management of Fixed Assets

The School shall conduct a physical inventory of its fixed assets at least every two years. The results of the physical inventories must be reconciled with the property records.

The School shall develop a control system to safeguard against loss, damage, or theft of fixed assets. The School shall investigate any loss, damage, or theft of any fixed asset. To the greatest extent possible, the School shall also maintain effective internal controls and safeguard all computing devices and assure that such devices are used solely for authorized purposes.

In order to prevent loss or theft of School property, all fixed assets (other than real property) will have a School fixed asset sticker indicating the School's ownership.

The School shall maintain its fixed assets in order to keep them in good condition and working order.

The following information shall be maintained for all fixed assets:

- 1. description of the asset
- 2. title information
- 3. serial number of the asset, if applicable
- 4. asset classification
- 5. location, use, and condition of the asset
- 6. purchase price and percentage of federal participation
- 7. vendor
- 8. date purchased or leased
- 9. percent of federal funds used for purchase or lease, if applicable
- 10. accumulated depreciation
- 11. date and method of disposal and sale price
- 12. records generated by physical inventories

Acquisition of Fixed Assets

<u>Real Property Acquired with Title I or Other Federal Grants</u>. Real property acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

Except as otherwise provided by federal law or by the federal awarding agency, real property acquired with federal Title I or other federal grant monies shall be used for the purposes authorized by the grant(s). The School shall not dispose of or encumber its title or other interest in any real property acquired with federal Title I or other federal grant monies so long as the real property is needed for the originally authorized purpose.

<u>Equipment Acquired with Title I or Other Federal Grants</u>. Equipment acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

For as long as needed, the School shall use equipment acquired with federal Title I or other federal grant monies in the program or project for which it was acquired, whether or not the project or program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when it is no longer needed for the program or project for which it was acquired. The School shall give priority to activities under a federal award from the same agency then to activities under a federal award from other federal agencies.

The School can use equipment acquired with Title I or other federal grant monies on other projects or programs that are currently or were previously supported by the federal government provided that such use will not interfere with the program or project for which the equipment was acquired. First preference should be given to other programs or projects supported by the agency that awarded the grant monies.

The School shall not use the equipment acquired with federal Title I or other federal grant monies to provide services for a fee that is less than private companies charge for equivalent services.

The School shall obtain the approval of the awarding agency if required by the federal award before it (1) uses equipment acquired with federal Title I or other federal grant monies as a tradein to acquire equipment to replace the old equipment, or (2) sells the old equipment and uses the sale proceeds to offset the cost of the replacement equipment.

<u>Supplies Acquired with Title I or Other Federal Grants</u>. Supplies acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

The School shall not use the supplies acquired with federal Title I or other federal grant monies to provide services for a fee that is less than private companies charge for equivalent services.

<u>Equipment Furnished by Federal Agency</u>. The School shall ensure that the equipment remains titled in the name of the Federal Government. The School shall follow the rules and procedures of the federal agency for managing the property.

Disposal of Fixed Assets

The School shall establish and follow procedures to ensure that it receives the overall best possible return, if it sells any fixed asset. An independent valuation or market comparison may be used, among any other reasonable method of valuation.

<u>Fixed Assets Not Acquired with Title I or Federal Grant Funds</u>. Fixed assets that were not acquired in whole or part with federal grant monies will be disposed in a manner approved by the Governing Authority of the School. Upon recommendation of the Executive Director or Treasurer, such Board resolution shall designate the materials, equipment, supplies or other assets as obsolete, excess or unusable, and, shall identify the assets, and may sell, donate or lawfully dispose of them. Any proceeds shall be put in the general fund.

<u>Real Property Acquired with Title I or Federal Grant Funds</u>. When real property acquired with federal grant monies is no longer used for the originally authorized purpose(s), the School shall dispose of such property pursuant to instructions provided by the awarding agency.

<u>Equipment and Supplies Acquired with Title I or Federal Grant Funds</u>. The School may retain, sell, or otherwise dispose of equipment acquired with federal funds. However, the School shall contact the awarding agency for disposition instructions before it sells any equipment with a per unit value of greater than \$5,000 because the awarding agency may have a right to a portion of the proceeds of the sale. State law may dictate the procedures that must be followed or otherwise place restrictions on the ability of the School to sell the property.

<u>Disposal of Equipment Provided by a Federal Agency</u>. The School shall only dispose of federal equipment pursuant to instructions provided by the federal agency that provided the equipment, or should the assets or equipment be under a value or value per unit as applicable under the rules of the federal agency, then the School may dispose of the equipment or asset as if it was not acquired with federal grant funds.

2 C.F.R. 200.

See also Policy No. 148.8 Federal Grants Procurement, Monitoring, and Administration.

148.3Audit Committee

The Board shall establish an audit committee which shall consist of one of the following: the entire Board membership, or, a minority of the Board membership, or, a minority of the Board's choice. At least one member of the audit committee shall possess knowledge in the areas of accounting, auditing, financial reporting or school finance. The audit committee shall serve a one-year term and meet as often as necessary to carry out its responsibilities. Members of the audit committee shall attend to their responsibilities in good faith, and in a manner they reasonably believe to be in the best interests of the School.

The purpose of the audit committee is to ensure that both external and internal audit functions and other accountability issues receive adequate oversight. The audit committee's responsibilities include, but are not necessarily limited to, a review of the annual unaudited financial reports submitted to the Auditor of State; a periodic review of the interim financial information submitted to the Board; a review of all audit results; an assurance that audit recommendations are

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appropriately addressed; serving as a liaison between School management and the independent auditors. Any recommendations of the audit committee shall be presented to the Board and responsibility for official action remains with the Board.

OAC 117-2-05

148.4 Independent Contractors

For purposes of this policy, independent contractors are individuals who provide services to the School who are not treated as employees of the School for purposes of withholding federal employment and income taxes.

The School may contract with an independent contractor for a service if none of the School's employees are qualified to provide the service, or, if having Employees perform the service would interfere with the daily operations of the School, or, if the Board of Directors of the School or its authorized designee deems it in the best interest of the School.

The School shall maintain a list of the independent contractors with whom it has contracted.

To the extent required by law, the School shall issue a 1099 Form to each independent contractor reporting the amount paid to the contractor and file the form with the appropriate governmental agency(ies).

In contracting for services with any independent contractor, the School shall enter into a written contract on or before the date the independent contractor begins to provide services under the contract if the amount payable under the contract is \$600.00 or more. The contract shall specifically describe the services that the independent contractor will provide under the contract.

The School shall obtain a W-9 form from the independent contractor at the time the contract is executed.

Subject to the terms of the contract, the School shall require that the independent contractor substantiate that the services have been performed before the School shall remit payment for the services.

No independent contractor shall be paid as an employee on a W-2 form. If any state retirement system decides that School must pay into its system on behalf of a contractor, such funds will be deducted from the gross pay to the contractor.

All employees of independent contractors providing "essential school services" to the School must fulfill one of the following conditions:

1. The independent contractor has provided proof that it has requested a criminal records check, including an FBI check, within the five-year period prior to the date on which the person will begin working in the School and the records check indicated that the person had not been convicted of or pleaded guilty to an offense that would disqualify the person for employment with the School;

2. During periods of time when the employee of the independent contractor will have routine interaction with a child or regular responsibility for the care, custody or control of a child, an employee of the School has been assigned to be present in the same room as the child or, if outdoors, to be within a 30-yard radius of the child or to have visual contact with the child.

The School's Executive Director or his/her designee is responsible for ensuring that employees of independent contractors have successfully completed a criminal records check or will be supervised when they have access to children.

The Executive Director has specified that "essential school services" are necessary services that would need to be provided by Employees if the services were not provided by an independent contractor (such as food, janitorial or clerical services).

IRC 6041; R.C. 3314.41

148.5 Annual Financial Report

The School shall file an annual financial report, which must be prepared using generally accepted accounting principles. The report must contain the following:

- 1. The amount of collections and receipts, and accounts due from each source;
- 2. The amount of expenditures for each purpose;
- 3. The income of each public service industry owned or operated by a municipal corporation, and the cost of such ownership or operation (if applicable); and
- 4. The amount of public debt of each taxing district, the purpose for which each item of such debt was created, and the provision made for the payment thereof (if applicable).

The School must prepare two copies of the report. The original must be filed with the auditor of state at "Auditor of State, Local Government Services Division, 88 East Broad Street, Columbus, Ohio 43216-1140", or "Post Office Box 1140, Columbus, Ohio 43216-1140" and the copy must be retained by the School's fiscal officer. The report must be filed either in paper form or electronically in a manner and format prescribed by the auditor of state and must be filed within one hundred and fifty days after the close of the fiscal year. At the time the report is filed with the auditor of state, the School's chief fiscal officer, must publish notice in a newspaper of general circulation in the political subdivision or taxing district.

R.C. 117.38; OAC 117-2-03.

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148.6 Credit Cards

For purposes of this policy, credit cards are defined to include business check cards and debit cards. The Board recognizes the convenience and efficiency afforded by the use of School credit cards. A credit card shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or School-related activities and that only those types of expenses that are for the benefit of the School and serve a valid and proper public purpose shall be paid for by credit card. As such, employees are required to abide by the following guidelines when using a School credit card.

- 1. All credit cards issued to and in the name of the School shall be held and supervised by the Executive Director.
- 2. Subject to the discretion of and the approval of the Executive Director, credit cards may be used for eligible goods and services including:
 - a. Transportation reservations and expenses.
 - b. Conference registrations.
 - c. Hotel reservation guarantees and expenses.
 - d. If monies are budgeted and deposited with the Executive Director in advance, credit cards may be used by Employees for student trips and competitions for safety and security reasons.
 - e. Reasonable real expenses, including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages, since the purchase of such beverages clearly fails to serve a valid and proper public purpose.
 - f. Purchases from vendors who do not accept purchase orders or vouchers, with prior approval from the Executive Director.
 - g. Other purchases approved by the Executive Director on a case-by-case basis.
- 3. Credit cards shall not be used for personal purchases or expenditures not allowed under this guideline. In particular, credit cards shall not be used for expenses that are not incurred in connection with Board-approved or School-related activities, are not for the benefit of the School, and do not serve a valid and proper public purpose. Use of credit cards in an unauthorized or illegal manner may result in revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase.
- 4. Employees requiring the use of School credit cards shall request (in writing) such cards from the Executive Director.

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- 5. The School is a nonprofit instrumentality of the State of Ohio. Tax exemption forms shall be utilized and are available in the Executive Director's office.
- 6. Upon receipt of a School credit card, employees shall:
 - a. Inform merchants that the purchase is for "Official School Business" and is not subject to State or local sales tax. However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.
 - b. Maintain credit cards in a secure fashion and prevent unauthorized charges to the account.
 - c. Maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices.
 - d. Provide documentation of all purchases to the Executive Director in a timely manner to ensure prompt payment.
 - e. Immediately notify his/her immediate supervisor and the Executive Director if the card is lost or stolen.
 - f. After use, School credit cards are to be returned to the Executive Director, along with appropriate receipt copies of all charges.
 - g. Upon receipt of the appropriate documentation, credit card expenditures will be paid through the Executive Director's Office.
 - h. The Executive Director or his/her designee will monitor the credit card account(s) and reconcile all credit card accounts on a monthly basis. A report will be a part of the monthly Cash Activity Report, as reported to the Board.
 - i. If the employee is terminated or resigns, (s)he must return the credit card and shall remain responsible for any inappropriate use.
- 7. Failure to turn in receipts and appropriate forms to the Executive Director within five business days may result in the charges being deemed unrelated or unsubstantiated. This amount will then be charged back to the user.

See also Policy No. 148.1 Purchasing/Invoicing.

148.7 Staff Reimbursement

Expenses which are incurred by professional staff members as a result of authorized travel for the School will be reimbursed to the extent provided for in these guidelines. Reimbursement is intended to provide for transportation, lodging, and food of reasonable and adequate quality. When traveling on School business, a professional Staff member is expected to use the same care in incurring expenses that a prudent person would exercise if traveling on personal business, and reasonable efforts will be made to reimburse actual expenses. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations, will not be considered prudent, nor will they be accepted for reimbursement. No charges for alcoholic drinks will be reimbursed. Rental cars must be economy rentals unless approved in advance by the Treasurer as otherwise necessary or prudent.

<u>Authorization and Procedure</u>: When travel is expected, a requisition form should be completed and approved by the Executive Director at least ten (10) days prior to the date a decision is needed. This request should detail all estimated expenditures.

<u>Reimbursement</u>: Reimbursement will be at the current approved IRS rate if driving on School business. If transporting students to competition or trips, Staff volunteers will be reimbursed actual expenses, documented by receipt, or at the IRS Approved Charitable Rate.

A Travel Reimbursement Form must be completed and signed by a supervisor. All claims must be supported by original receipted bills. Reimbursement for reasonable charges for tolls and parking will be made upon presentation of supporting receipts.

<u>Other Reimbursement</u>: Staff must follow all rules concerning purchasing and School credit card use. If Staff otherwise personally advances money on behalf of the School, it does so completely at its own risk of non-reimbursement, provided however, the Board is authorized to reimburse such advances only if it finds that the expenditure was made without adequate opportunity for prior approval, or was an emergency and advanced as a necessity, for the benefit of the School. All reimbursements must be supported by detailed receipts.

Staff cannot be reimbursed for any expense if the Staff member received a benefit through a rewards program for that expense. Rewards programs allow users to earn rewards based on how much money they spend. Examples of rewards programs include, but are not limited to, frequent flier miles, grocery store loyalty card programs, and hotel free night programs. This prohibition includes rewards programs tied to credit cards and loyalty customer cards.

Ohio Ethics Comm. Advisory Opinion No. 91-010

See also Policy Nos. 395 Purchasing Policies; 395.1 Purchase of Supplies and Materials, Equipment.

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148.8 Federal Grants Procurement, Monitoring, and Administration

In addition to the applicable policies set forth elsewhere in this manual, the following policies shall apply when the School expends federal grant funds to purchase property or obtain services.

A. <u>Competition</u>. To the extent required by law, the School shall use procurement methods that provide for full, free, and open competition and comply with the federal procurement regulations. If the School solicits bids or competitive proposals to secure property or services, the School shall award the contract to the party whose bid or proposal, after considering all appropriate facts, is most advantageous to the School.

The School shall exclude from competition for procurements any contractor that develops or drafts specifications, requirements, statements of work, or invitations for bids or requests for proposals.

B. <u>Code of Conduct</u>. No employee, officer, or agent of the School shall participate in selecting, awarding, or administering a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. A conflict arises when the employee, officer, or agent, a member of his/her family, his/her partner, or the employer or prospective employer of any of the above-mentioned individuals has a financial or other interest or a tangible personal benefit from the company selected to be awarded the procurement contract.

No employee, officer, or agent of the School may solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Any gratuities, favors, or anything of monetary value includes money and every other thing of value, meaning having a more than a de minimis or nominal worth.

All employees, officers, or agents of the School must disclose in writing any potential conflicts of interest, whether real or apparent, to the School prior to participation in the selection, award, or administration of a contract supported by a federal award.

The School shall not conduct any procurement action involving a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, if the School would be unable or appear to be unable to be impartial in that procurement action.

Any employee, officer, or agent of the School found to have violated this Code of Conduct or any other applicable ethics laws or regulations will be immediately excluded from further participation in the selection, award, or administration of the contract supported by a federal award and may be subject to disciplinary actions, up to and including termination. The School shall promptly report any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal award to the awarding federal agency and specify any corrective action taken by the School.

Nothing in this policy shall be read to alter the obligations and restrictions on public officials pursuant to Ohio Revised Code Chapters 3314 and 102, and Section 2921.42-.43 as applicable to community schools.

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- C. Procurement Procedures. To the extent required by law:
 - 1. The School shall review any proposed procurement to avoid purchasing unnecessary property or services. The School shall avoid purchasing duplicative items.
 - 2. Before acquiring an item, the School shall compare the advantages of leasing and purchasing property, purchasing surplus property, or sharing services where permitted by law. The School shall also consider consolidation or breaking out procurements to obtain more economical purchases.
 - 3. Prior to accepting bids or proposals, the School shall make independent estimates of cost and price. The School shall conduct a cost or price analysis in connection with every procurement transaction, including contract modifications.
 - 4. The School shall ensure that its solicitations for goods and services contain descriptions and technical requirements of the goods and services sought, all factors to be used in evaluating bids or proposals, and provide any other information required under the applicable federal regulations. The School shall not require brand name products unless the brand name is specified as a means to define the performance or other salient requirements of procurement.
 - 5. The School shall attempt to ensure that the parties with which it contracts are responsible and capable of fulfilling the terms and conditions of the contract. The School shall give consideration to the contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources.
 - 6. The School shall only use time and material type contracts after a determination that no other contract is suitable and, if a contract includes a ceiling price, the contract must specify that the contractor exceeds the ceiling at its own risk.
 - 7. The School shall create and maintain records that document the procurement process that the School followed in each procurement transaction, including the rationale for utilizing the selected procurement method, the selection of contract type, the basis for awarding or rejecting the contract, the justification for lack of competition if competitive bids or proposals are not sought, and the basis for the award cost or price.
 - 8. The School shall make its procurement records available for review upon request by the awarding federal agency or pass-through entity.
- D. <u>Contract Provisions</u>. Procurement contracts shall, at minimum, include the terms and conditions that are required by the applicable federal procurement regulations. To the extent required by law, the School shall require that the person awarded a contract satisfy the bonding requirements set forth in the applicable federal regulations.
- E. <u>Contract Administration</u>. The School shall delegate to one or more school employee the responsibility for administering all procurement contracts and ensuring that the party awarded the contract satisfies the terms, conditions, and specifications of the procurement contract or purchase order.
- F. <u>Small/Minority/Women Businesses</u>. The School shall take affirmative steps to contract with small businesses, minority-owned firms, and women's business enterprises when possible. The School shall also require a contractor, if it subcontracts, to take affirmative steps to contract with small businesses, minority-owned firms, and women's business enterprises when possible.

G. <u>Dispute Resolution</u>. Any issues related to the procurement contract and administrative procedures, including source evaluation, protests, disputes, and claims, will be resolved according to the following dispute resolution procedures, and the School will disclose information regarding the dispute to the appropriate federal officials. Any grievant must file a written complaint requesting an opportunity to be heard by the Governing Board or the Board's designee. The Board or its designee will review any information presented and provide a written decision within a reasonable time. If the grievant is not satisfied with this decision, the matter shall be submitted to a qualified mediator for mediation. The parties will make every attempt to resolve such disputes through mediation and shall equally split all fees or costs of any third party mediator.

If the School suspects or determines that the contractor has likely violated local, state, or federal law, the School will refer the matter to the proper authority having jurisdiction over the matter.

Federal Grant Administration

The School shall ensure that these procedures are followed with respect to all federal grant applications submitted by the School and all federal grants that are awarded to the School.

- A. <u>Monitoring Grant Applications</u>. The School shall delegate to one or more persons the responsibility for monitoring all pending federal grant applications, and that person or persons shall provide the Board with a report on the status of all federal grant applications at each regularly scheduled Board meeting.
- B. <u>Monitoring Grant Expenditures</u>. The School shall delegate to one or more persons the responsibility for monitoring federal grant expenditures, and that person or persons shall provide the Board with a report on the expenditures made from each federal grant at each regularly scheduled Board meeting.
- C. <u>Final Expenditure Reports</u>. The School shall delegate to one or more persons the responsibility for reviewing all final expenditure reports for each federal grant that the School was awarded, reconciling the report(s) with the School's financial records, and ensuring that the final expenditure report for each federal grant is complete and accurate.

Effective for fiscal year 2015 and fiscal year 2016, the School selects to postpone the implementation of this internal procurement policy unless the Board resolves to adopt the Uniform Grant Guidance pursuant to 2 C.F.R. 200 for any earlier grant.

2 C.F.R. 200.

See also Policy 114 Ethics and Conflicts Policy and Policy 148.2 Fixed Asset Policy/Title I and Federal Grant Assets Policy.

IV. Corrective Action Plans and Improvement Plans

IMAC has worked with SST 7 to ensure the school improvement plan and processes are in place and the goals, strategies and action steps are aligned with best practices.

Partners (UMADAOP, Family Life Counseling, Domestic Violence, Oasis of Love and parents) are included on the planning team that completed the needs assessment based off interactions with our students and community. Met 1 on 1 with each partner to discuss roles in moving forward to our continuous improvement. The stakeholders presented information that helped develop our expansion of alternate pathways to graduation and how they could provide help in supporting development of pro social and emotional skills of each student. In discussing the role of our stakeholders, we discussed opportunities for them to provide mentorship through our check and connect strategies for increasing attendance and academic completion.

Utilize an already developed and tested reintegration framework and toolkit designed to support strategic interagency collaboration and planning to guide all project activities and achieve the goal of sustainability beyond the initial period of federal funding;

Implement Check & Connect to support students' reentry into and engagement in school and with learning;

Implement individualized goal setting and planning strategies focused on youths' academic development, positive behaviors, study skills, school completion, postsecondary education, and employment preparation using the Expanding the Circle curriculum;

Conduct a comprehensive evaluation that fully documents the goals, activities, outputs, and outcomes of the demonstration model; and

Create a sustainable model through extensive interagency collaboration that continues the strategies and interventions used during the project to achieve positive results.

At the beginning of each year during orientation parents respond to a survey that asks them what programming or wrap around services they would like to see and or need. Based on survey responses we have aligned with community resources to address identified needs. This year we have coordinated with Family first One Step. Companions STNA centers, and various concealing centers driving education, schools, Spherion staffing, and UMADAOP. Additionally, we have celebrated our families and shared student progress during Thanksgiving and prior to Winter Break.

To address students with special needs, we have semester calls to parents asking what programming and or components they would like to see for their students. This engagement is ongoing through daily, weekly, and monthly meetings. Stakeholders participate daily through student group activities, weekly through meetings that address our continuous improvement through curriculum assessment and alternative graduation pathways. Monthly at School board meetings. We strive to get more stakeholder involvement through our new check and connect strategy. We have developed an orientation, plan, and process for stakeholders to become mentors through our check and connect strategy.

The Ohio Improvement 5 Step Process will be used in bi-weekly CSLT meeting to evaluate the effectiveness of the plan. The CSLT determines if the implemented evidence-based strategies had the expected outcomes. The CSLT examines and evaluates the implementation of adult practices and their impact on student performance, reflects on successes to replicate and practices to improve; and adjusts as needed. In addition, the CSLT will review program recommended implementation measures. The strategy will be measured by the increase of reading ability by students, monitored by MAP Assessment two additional times after initial assessment, and progress monitoring through Exactpath and Individual Goal Completion. The Process Coach will track the frequency of student meetings between the student and mentor.

Attachment 7

Attachment 8



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CERTIFICATE OF LIABILITY INSURANCE

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Attachment 9

241Admissions and Lottery Standards⁸⁵

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, except that admission may be limited to the geographic area and grade or age levels specified in the Community School Contract.

The School will not discriminate in the admission of students to the School on the basis of race, creed, color, disability, sex, intellectual ability, measures of achievement or aptitude, or athletic ability, provided, however, that the School may limit admission to students identified as "at risk" in the Community School Contract. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

If there are more applicants than there are spaces, a lottery will be conducted in the following manner:

- Each applicant will be assigned a number;
- The numbers will then be drawn at random by a disinterested third party;
- The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
- Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list;
- The school may separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year and students who reside in the district in which the school is located will have first preference for a position;
- Secondary preference may be given to siblings of existing students and students who are the children of full-time School Staff, provided the total number of students receiving this preference is less than five percent (5%) of the School's total enrollment.

R.C. 3314.06.

See Policy 206 General Notice of Non-Discrimination, Policy 221 Access to Equal Educational Opportunity, Policy 241.5 Enrollment and Residency Policy, and Policy 241.6 Tuition for Out-of-State Students.
NOTICE

Pursuant to the Ohio Revised Code Section 3314.041, the governing authority of each community school and any operator of such school shall distribute to parents of students of the school upon their enrollment in the school the following statement in writing:

The Interactive Media and Construction Academy is a community school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter, contact the school administrator or the Ohio Department of Education.

241.2Records upon Enrollment⁸⁶

Newly enrolled student records:

- 1. Upon entry, a request for records will be made within twenty-four (24) hours from the public or nonpublic elementary or secondary school the pupil most recently attended.
 - a. "Entry" is defined as the beginning of learning opportunities by a student at the School.
- 2. If the records are not received, a second request and contact with the parent and former school should be made within the first fourteen (14) days by the Executive Director or his/her designee.
- 3. If the records are not received within fourteen (14) days of the date of request, or the pupil's previous school indicates that it has no record of the pupil's attendance, or if the pupil does not present any one of the following: (1) a certification of birth; (2) a passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) an attested transcript of the certificate of birth; (4) an attested transcript of the child; (5) an attested transcript of a hospital record showing the date and place of birth of the child; (5) an attested transcript of a hospital record showing the date and place of birth of the child; or (6) a birth affidavit, the Executive Director will contact the former school directly, then the Executive Director or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.
- 4. The School shall not admit any student requesting admission to the School after discharge or release from the custody of the department of youth services until the School is in receipt of (1) an updated copy of the student's academic transcript; (2) a report outlining the student's behavior in school while in custody of the department; (3) the student's current IEP if applicable; and (4) a summary of the institutional record of the student's behavior.
- 5. The School shall not deny admission to a child who has been placed in a foster home or in a residential facility (*e.g.*, a group home, child's crisis care facility, children's residential center, residential parenting facility with 24-hour care, county children's home or district's children's home) if the child does not present a birth certificate, or a comparable certificate from another state or country, or another document specifically listed above in (3) to attest to the child's date and place of birth upon registration for admission. Required documentation must be presented within ninety (90) days of the child's initial entry into the School. If the required records are not produced within ninety (90) days of enrollment the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child. A student under the care of a domestic violence shelter at the time of initial enrollment shall notify the School of that fact, and the School shall inform the school from which it requests the pupil's records of that fact.
- 6. In the event that an order or decree is issued allocating or modifying an allocation of parental rights and designating a residential parent, or that a grandparent power of attorney or caretaker authorization affidavit is executed, that residential parent or grandparent shall provide the School with a complete and accurate copy of the order and any other relevant documentation.

Requests for student records:

- 1. Upon receipt of a request for student records, the School will comply within two (2) business days.
- 7. Copies of the student's records will be made and kept on file.

R.C. 3313.672. See also Policy 252 Missing and Absent Children; O.A.C. 3301-10-01.

241.3Compulsory Kindergarten Admissions⁸⁷

[Not Applicable unless or until the School serves Kindergarten]

The School shall admit or evaluate children seeking admission to kindergarten in accordance with the following:

- A.The School shall admit a child to kindergarten if the child is five years of age prior to September 30 of the year of admittance.
- B.Notwithstanding the provisions provided below, for a child who does not meet the age requirements for mandatory admission to kindergarten, but who will be five years of age prior to January 1 of the year in which admission is requested, the School shall evaluate the child for early admittance in accordance with this policy upon referral by the child's parent or guardian, an educator employed by the School, a preschool educator who knows the child, or a pediatrician or psychologist who knows the child. Following such evaluation, the Board or its designee shall make a decision as to whether to admit the child based on the child's score on the evaluation and any other factors it deems relevant.
- C.For purposes of this policy, the Board-designated evaluation procedure will consist of a readiness test administered to a prospective kindergartner by the Board's designee.
- D.The School chooses not to admit a child seeking admission to kindergarten or first grade who will not be five prior to January 1 of the year in which admission is requested, and therefore the School has no Academic Acceleration Policy.
- E.First Grade eligibility shall be based on the admissions, promotion, and retention policies of the School.

R.C. 3321.01

241.4Enrollees Suspended or Expelled Elsewhere⁸⁸

The school has the authority to recognize and honor the disciplinary suspensions and expulsions imposed by other public schools. A student who has been suspended or expelled from another school district in Ohio may be denied admittance at the School for a period equal to the period of the original suspension or expulsion. The student will be provided an opportunity for a hearing before admittance is denied.

If the student has been expelled or otherwise removed for disciplinary purposes from a public school in another state, the School may deny admittance for the shorter of (1) the period of such expulsion or removal or (2) the period of expulsion or removal which would have been applied had the student committed the same offense in Ohio. Prior to denial of admission, the student will be given an opportunity for a hearing.

R.C. 3313.66(*J*)(1)-(2)

241.5Enrollment and Residency Policy⁸⁹

The School admits students residing in the home district of Mansfield City Schools, and [_____] contiguous districts, \underline{OR} , [___X__] statewide [check one] ("admissions areas"). The School serves grades nine - twelve and/or ages sixteen – twenty-two as per its Community School Contract with its Sponsor, though admission shall be limited to those grades that the School has stated it will serve for the relevant school year in question.

A child shall be admitted to the School as a student, if the child's parent resides in the School's admission areas. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. Any one of the following documents can be used to establish proof of residency for verification of a child's ability to be enrolled. These items must be current, be in the parent's name, and include a street address. A post office box address <u>cannot</u> be used to validate residency records:

- A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill; or
- A utility bill or receipt of utility installation issued within ninety days of enrollment; or
- A paycheck or paystub issued to the parent or student within ninety days of enrollment that includes the address of the parent's or student's primary residence; or
- The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence; or
- Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence and as approved by the Ohio Superintendent of Public Instruction.

The School shall monthly review the residency records of students enrolled in the School and shall provide an annual verification to the Ohio Department of Education that students are entitled to attend the School. If there is a change in the location of the parent or student's primary residence, the student's parent must notify the School immediately.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If the <u>School and Parent disagree</u> as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the <u>School and the Student's home district (district of residency) disagree</u> about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student's home district. If the district of residence challenges the student's residency, the Executive Director may request additional documentation from the Parent, which may be provided to the student's home district.

R.C. 3314.03(A); R.C. 3314.11; R.C. 3313.64(B)(1); R.C. 3313.64(K)

See also Policy 204.8 Migrant Students; Policy 241 Admissions and Lottery Standards; Policy 252 Missing and Absent Children; Policy 294 Student Records and Release of Information; Policy 297 Homeless Children and Youth Policy; and Policy 298 Grandparent Caretaker Policy.

241.6Tuition for Out-of-State Students⁹⁰

The Board may open admission to the School on a tuition basis to any individual age five (5) to twenty-two (22) who is not a resident of Ohio, to the fullest extent allowed under state and federal law, and it may set or revise such tuition amount by Board resolution.

R.C. 3314.06.

Attachment 10

241.4 Enrollees Suspended or Expelled Elsewhere

The school has the authority to recognize and honor the disciplinary suspensions and expulsions imposed by other public schools. A student who has been suspended or expelled from another school district in Ohio may be denied admittance at the School for a period equal to the period of the original suspension or expulsion. The student will be provided an opportunity for a hearing before admittance is denied.

If the student has been expelled or otherwise removed for disciplinary purposes from a public school in another state, the School may deny admittance for the shorter of (1) the period of such expulsion or removal or (2) the period of expulsion or removal which would have been applied had the student committed the same offense in Ohio. Prior to denial of admission, the student will be given an opportunity for a hearing.

R.C. 3313.66(*J*)(1)-(2)

273 Expulsion and Suspension Policies

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

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

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

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

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

A firearm is defined as any weapon, including a starter gun, which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or silencer, or any destructive device. A destructive device, includes but is not limited to, any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four (4) ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or other similar device.

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

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

- 1. a recommendation from the group of persons knowledgeable of the student's educational needs in accordance with the Individual with Disabilities Education Act;
- 2. the student was unaware that s/he was possessing a firearm or knife;

()

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

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

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

Students issued an in-school suspension shall serve suspensions in a supervised learning environment and shall be permitted to complete any classroom assignments missed because of the suspension. While serving an out-of-school suspension, the Board [\Box does or \Box does not] authorize students to receive instructional services from the School. If students are authorized to receive instructional services from the School. If students are authorized to receive instructional services from the School, then such instructional services may include completing of tests and exams; homework packets; individual tutoring; library or online assignments; essay on behavior leading to suspension; and grading of all work. Any student serving an out-of-school suspension shall be permitted to complete any classroom assignment missed due to the suspension.

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

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

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

The Board designates the Superintendent or his/her designee as its representative at all hearings regarding the appeal of a suspension, provided the Principal and Superintendent are not the same person. If the

Principal and Superintendent are the same person, the \Box Board, \Box a committee of the Board, or \Box ______, an administrator who is not involved in the suspension decision, will hear the appeal of the suspension.

The \Box Board, \Box a committee of the Board, or \Box ______, an administrator who is not the Superintendent and is not involved in the expulsion, will hear the appeal of an expulsion.

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

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

Due Process Rights

Suspension

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

- 1. <u>Prior to</u> the imposition of the suspension, a written Notice of Intent to suspend will be given to the student, which contains the following:
 - a. The reasons for the intended suspension; and
 - b. If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and if the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion.
- 2. Beginning with the 2019-2020 school year, if the student is in grades pre-kindergarten through three, whenever possible, the Principal shall consult with a mental health professional under contract with the School, if any, prior suspending the student. If the events leading up to the suspension indicate a need for additional mental health services, the Principal or mental health professional shall, in any manner that does not result in a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services, including referral to an independent mental health professional.
- 3. The student must be allowed an informal hearing before the Principal or his/her designee to challenge the reasons for the intended suspension or otherwise explain his/her actions. The student is not entitled to call witnesses at this informal hearing.
- 4. Within one school day after the suspension is imposed, the Principal or his/her designee shall provide written notification of the suspension to the parent, guardian, or custodian. The notice must contain the following:
 - a. The reasons for the suspension;
 - b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
 - c. The right to representation at all appeals;
 - d. The right to a hearing before the Board or its designee; and

e. The right to request that the hearing be held in executive session.

If the suspension is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Principal may seek permanent exclusion.

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

Expulsion

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

- 1. <u>Prior to</u> the imposition of the expulsion, the Superintendent must provide not only the student, but also the parent, guardian, or custodian written notice of his intention to expel. The notice must include the following:
 - a. The reasons for the intended expulsion; and
 - b. The time and place for a hearing, which must be not less than three nor more than five school days after giving the notice, unless the period is extended by the Superintendent at the request of the student, his parent, custodian, guardian, or representative. The parent, guardian, or custodian must be sent written notice of any extension, and the subsequent notice should contain the same information required in the original notice.
 - c. If the student is age 16 or older and the expulsion is for one of the serious criminal offenses for which permanent exclusion is allowed, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion.
- 2. Beginning with the 2019-2020 school year, if the student is in grades pre-kindergarten through three, whenever possible, the Principal shall consult with a mental health professional under contract with the School, if any, prior expelling the student. If the events leading up to the expulsion indicate a need for additional mental health services, the Principal or mental health professional shall, in any manner that does not result in a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services, including referral to an independent mental health professional.
- 3. A hearing must be scheduled not less than three or more than five school days after giving the notice, for the student and his parent, guardian, custodian or representative to appear in person before the Superintendent to challenge the reasons for the expulsion or otherwise explain his/her actions.
- 4. Within one school day after the expulsion is imposed, the Superintendent shall provide written notification to the parent, guardian, or custodian of the student and the treasurer of the Board of Directors of the expulsion. The notice must include the following:
 - a. The reasons for the expulsion;

- b. Notification of the right to appeal to the Board of Directors or its designee. The intent to appeal must be in writing and received by the Board of Directors within 14 days after receiving the notice.
- c. The right to representation at all appeals;
- d. The right to an appeal hearing before the Board or its designee;
- e. The right to request that the hearing be held in executive session;
- f. If the expulsion is based on one of the serious criminal offenses for which permanent exclusion is allowed, and the student is age 16 or older, the notice must also indicate the possibility that the Superintendent may seek permanent exclusion;
- g. When the Superintendent expels a student for more than twenty days or for any period of time extending into the next semester or school year, the School shall provide, along with this notice, the student and his parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behaviors that contributed to the incident giving rise to the expulsion. The information must include names, addresses, and phone numbers or the appropriate public and private agencies.

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

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

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

Prohibition of Corporal Punishment

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

R.C. 3313.66-.662; R.C. 3313.668; R.C. 3321.13(B)(4); R.C. 4510.32(B); 20 USC 7961(b)(1)

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

454.1 Illness Exposure Management of Food Service Employees

All current food service employee, or potential employee to whom a job offer has been made, shall report any known or suspected illnesses that are transmissible through food. Reports must be made to the food service supervisor or the Principal or his or her designee prior to beginning the preparation or service of food.

Employees and potential employees shall be temporarily restricted from food service duties or excluded from the School if the individual experiences any of the following:

- 1. Vomiting, diarrhea, jaundice, sore throat with fever, or open and draining wounds, unless the wound is covered by appropriate and/or impermeable covering;
- 2. Is diagnosed by a health care provider with an illness due to campylobacter, cryptosporidium, cyclospora, entamoeba histolytica, enterohemorrhagic or shiga toxin producing E. Coli, giardia, hepatitis A, norovirus, salmonella spp., salmonella typhi, shigella, vibrio cholerae, or yersinia ("Reportable Illnesses"); or
- 3. Was exposed to an outbreak of any of the Reportable Illnesses, or works or resides in the same household as an individual who is known to have been exposed to or diagnosed with a Reportable Illness.

Employees and potential employees may be permitted to return to food service duties when the individual is no longer symptomatic, or when the individual presents evidence from a health care provider or the Ohio Department of Health that he or she does not pose a threat to public health.

Compliance with this policy is mandatory and failure to abide by this policy may subject an employee or potential employee to discipline, up to and including discharge.

O.A.C. 3717-1-02.1.

I have read and understand the above stated expectations and agree to abide by them.

Signature: _____ Date: _____

Employee Name:

Attachment 11

Type of School: Brick and Motar															
Contract Term: June 30, 2020	Sch	ool Name:		In	tera	ctive Media	and	Construction	on						
	Staten	nent of Rec	eipt,	Disburseme	ents	, and Change	es in	Fund Cash	Bala	nces					
		For the F	iscal	Years End	ed 2	017 through	201	9, Actual and	ł						
		the Fise	cal Ye	ears Ending	202	20 through 20)24,	Forecasted							
						0									
				Actual								orecasted			
	Fis	scal Year 2017	Fi	scal Year 2018	F	iscal Year 2019	F	iscal Year 2020	F	iscal Year 2021	Fi	scal Year 2022	Fi	iscal Year 2023	F
Operating Receipts	-	2017	-	2010		2019		2020		2021		2022	├	2023	<u> </u>
State Foundation Payments (3110, 3211)	\$	326,959	\$	338,231	\$	388,953	\$	362,171	\$	417,600	\$	440,000	\$	489,500	\$
Charges for Services (1500)		-		_		-		-		_		-		-	1
Fees (1600, 1700)		-		-		-		-		-		-		-	
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)		320,144		86,478		3,383		9,826		-		-		-	
Total Operating Receipts	\$	647,103	\$	424,709	\$	392,336	\$	371,997	\$	417,600	\$	440,000	\$	489,500	\$
Operating Disbursements													┣──		<u> </u>
100 Salaries and Wages	\$	413,586	\$	283,909	\$	217,920	\$	241,899	\$	249,156	\$	256,631	\$	300,330	\$
200 Employee Retirement and Insurance Benefits		204,129		118,928	·	86,811		102,762	,	79,730	,	82,122		96,106	,
400 Purchased Services		210,286		118,335		143,927		187,901		151,378		152,520		158,874	
500 Supplies and Materials		26,742		24,354		17,790		30,382		20,000		21,000		22,050	
600 Capital Outlay -New		20,463		4,405		-		341		-		-		-	1
700 Capital Outlay - Replacement		-		-		-		-		-		-		-	
800 Other		1,397		763		820		810		850		850		900	
819 Other Debt		-				-		-		-		-		-	
Total Operating Disbursements	\$	876,603	\$	550,694	\$	467,268	\$	564,095	\$	501,114	\$	513,123	\$	578,260	\$
Excess of Operating Receipts Over (Under)													├──		<u> </u>
Operating Disbursements	\$	(229,500)	\$	(125,985)	\$	(74,932)	\$	(192,098)	\$	(83,514)	\$	(73,123)	\$	(88,760)	\$
Nonoperating Receipts/(Disbursements)													├		<u> </u>
Federal Grants (all 4000 except fund 532)	\$	91,606	\$	56,975	\$	47,762	\$	130,013	\$	87,500	\$	87,000	\$	92,500	\$
State Grants (3200, except 3211)	- T	-	Ŧ	-	- T	-	Ŧ	-	Ŧ		Ŧ	-	Ŧ		Ť
Restricted Grants (3219, Community School Facilities Grant)		-		-		-		25,000		25,000		-		-	
Donations (1820)		-		-		-		-		-		-		-	
Interest Income (1400)		217		236		256		163		300		350		350	
Debt Proceeds (1900)		-		-		-		-		-		-		-	1
Debt Principal Retirement		-		-		-		-		-		-		-	
Interest and Fiscal Charges		-		-		-		-		-		-		-	
Transfers - In		(8,246)		-		-		-		-		-		-	
Transfers - Out		-		-		-		-		-		-		-	
Total Nonoperating Revenues/(Expenses)	\$	83,577	\$	57,211	\$	48,018	\$	155,176	\$	112,800	\$	87,350	\$	92,850	\$
													├		├──
Evenes of Operating and Neperating Descipto															
Excess of Operating and Nonoperating Receipts															
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating															
Over/(Under) Operating and Nonoperating Disbursements	\$	(145,923)	\$	(68,774)	\$	(26,914)	\$	(36,922)	\$	29,286	\$	14,227	\$	4,090	\$

Richland

Fiscal Year

2024

504,000

504,000

309,340

98,989

162,127

23,153

900

594,509

(90,509)

92,500

350

92,850

2,341

63,840

FY20 - May 2020 submission

Fund Cash Balance End of Fiscal Year	\$ 14	8,847	\$ 80,073	\$ 53,159	\$ 16,237	\$ 45,523	\$ 59,750	\$ 63,840	\$ 66,181

Forecasted

Fiscal Year 2024

56

3

3

2

25,000.00

1,000.00

1,000.00 12,400.00

-15,120.00

9,500.00

59,007.26 1,700.00

6,800.00

-

-

-

-

-2,600.00

0.00

1.82%

0.00%

2.96%

0.00%

0.11

28,000.00

\$ 162,127.26

\$

0.00%

6.30%

0.10

11.25%

\$

Assumptions

		Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	ſ
Staffing/Enrollment		2017	2018	2019	2020	2021	2022	2023	
Total Student FTE		42	41	43	41	48	50	55	ľ
Instructional Staff		2	2	1	2	2	2	3	ľ
Administrative Staff		4	3	3	3	3	3	3	Γ
Other Staff		3	2	2	2	2	2	2	L
Purchased Services									
Rent	\$	66,420.00	\$ 12,500.00	\$ 17,500.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	Г
Utilities		4,436.00	968.00	449.00	584.00	750.00	1,000.00	1,000.00	
Other Facility Costs		640.00	5,372.00	1,085.00	1,520.00	500.00	1,000.00	1,000.00	
Insurance		11,622.00	11,816.00	10,095.00	12,011.00	12,100.00	12,200.00	12,300.00	T
Management Fee		-	-	-	-	-	-	-	t
Sponsor Fee		9,363.00	10,082.00	11,143.00	10,714.00	12,528.00	13,200.00	14,685.00	ſ
Audit Fees		14,391.00	7,944.00	8,345.00	9,173.00	9,300.00	9,300.00	9,400.00	ſ
Contingency		70,430.00	43,387.00	50,406.00	92,368.00	54,000.00	55,620.00	57,288.60	ſ
Transportation		-	-	1,200.00	1,500.00	1,500.00	1,600.00	1,700.00	
Legal		12,856.00	7,280.00	4,924.00	5,556.00	6,200.00	6,400.00	6,600.00	ſ
Marketing		-	-	-	-	-	-	-	
Consulting		-	-	-	-	-	-	-	
Salaries and Wages		-	-	-	-	-	-	-	Γ
Employee Benefits		-	-	-	-	-	-	-	Γ
Special Education Services		-	-	3,177.00	6,640.00	-	-	-	Γ
Technology Services		-	-	2,051.00	6,950.00	2,000.00	2,200.00	2,400.00	
Food Services		20,128.00	18,986.00	21,352.00	15,885.00	27,500.00	25,000.00	27,500.00	
Other				12,200.00					
Total	\$	5 210,286.00	\$ 118,335.00	\$ 143,927.00	\$ 187,901.00	\$ 151,378.00	\$ 152,520.00	\$ 158,873.60	Ĺ
					-	-			
Financial Metrics									
Debt Service Payments	\$	_	\$-	\$ -	\$-	\$ -	\$-	\$-	Г
Debt Service Coverage	Ψ	0.00	φ <u>-</u> 0.00	φ <u> </u>	φ 0.00	φ <u> </u>	φ <u> </u>	0.00	ł
Growth in Enrollment		0.00%	-3.28%	4.88%	-4.65%	17.07%	4.17%	10.00%	ł
	-	0.00%	-0.2070	400.00%	-+.00%	17.07%	- .1770	10.00%	┢

Actual

Debt Service Payments	\$ -	\$-	\$-	\$-	\$-	\$-	\$
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	
Growth in Enrollment	0.00%	-3.28%	4.88%	-4.65%	17.07%	4.17%	
Growth in New Capital Outlay	0.00%	-78.47%	-100.00%	0.00%	-100.00%	0.00%	
Growth in Operating Receipts	0.00%	-34.37%	-7.62%	-5.18%	12.26%	5.36%	
Growth in Non-Operating Receipts/Expenses	0.00%	-31.55%	-16.07%	223.16%	-27.31%	-22.56%	
Days of Cash	0.34	0.27	0.17	0.09	0.03	0.09	

Assumptions Narrative Summary

Fiscal Year 2020-2024 Projected Debt							
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor		
FTE Review	\$-	\$-	\$-	\$-			
Loan A	\$-	\$ -	\$-	\$-	None		

Loan B	\$ -	\$ -	\$ -	\$ -	None
Line of Credit	\$ -	\$ -	\$ -	\$ -	None
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	None
Capital Leases	\$ -	\$ -	\$ -	\$ -	None
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	None
Total	\$ -	\$ -	\$ -	\$ -	

School Treasurer - Jeffrey Zaye, Whalen & Company CPAs

Reporting services provided by Whalen & Company CPAs and NCOCC

Student enrollment is expected to increase from the current level to the forecasted levels based on the following factors:

School administrators have been in contact with additional referral agencies to ensure that they are aware that the school is open and to provide them information on the services provided. A board is working in the court system where he is interacting directly with potential new students. His activities are expected to have an impact on enrollment. Mansfield City Schools has discontinuing their alternative high school option. IMAC expects an increase in enrollment because of this change.

Foundation receipts per FTE have beed reduced to \$8,700 in FY21, increasing \$100 each year thereafter.

Other revenue - in prior years, IMAC received reimbursement for services provided to related schools, Mansfield Elective Academy and Mansfield Enhancement Academy. These related schools have been closed and no additional reimbursement will be received.

Grants include Title and foodservice funds. Restricted grants include Student and Wellness funds

Wages and related benefits

Salaries for existing positions are increased 3% per year.

Beginning in FY22, an additional teaching position is expected be added. It is anticipated that current staffing levels will remain at current levels until enrollment increases significantly. This is due in large part to the scheduling needs of IMAC's students. Because many of our students are older and have full-time jobs and families, their attendance is spread throughout the day, reducing the number of staff needed. Retirement and insurance benefits are calculated at 32% of wages paid.

Assumptions for Purchased Services are as follows:

Insurance expense is not expected to increase significantly unless IMAC moves to a different location.

Sponsor Fees - only change is related to increase in state support received

Audit Fees - expected to increase less than 5% annually.

Contingency - the following items are included on the contingency line:

Treasurer services - expected to approximately \$45,000 per year, increasing less than 5% annually

Nurse services - approximately \$3,000 per year, increasing 3% annually

Miscellaneous services - expected to be approximately \$2,500 per year, increasing less than 5% annually

Legal Fees - expected to remain consistent over the forecast period

Food Services - expected to increase in relation to increase in FTEs, cost per FTE increasing less than 5% annually. Note that 100% of food service cost is reimbursed through the School Nutrition Programs.

Supplies and Materials - expected to increase in relation to increase in FTEs, cost per FTE increasing less than 5% annually.

Debt - IMAC does not currently have a line of credit or term debt. There is no expectation of entering into any debt arrangements during the forecast period.

Attachment 12



May 18, 2019

Members of the Board Interactive Media and Construction, Inc. 215 North Trimble Road Mansfield, OH 44906

This letter is to confirm the understanding and agreement between Interactive Media and Construction, Inc. and Whalen & Company, CPAs, with respect to the terms of our engagement and the nature and limitations of the services we will provide.

School Treasurer Services

We will perform all services required by and in accordance with Section 3314.011 and applicable provisions of Chapter 117 of the Ohio Revised Code and School Treasurer, Accounting, Fiscal Officer and bookkeeping services for the period July 1, 2019 through June 20, 2020, as detailed in Exhibit A.

Preparation Services

In conjunction with our school treasurer services, we will prepare a monthly financial summary in accordance with the cash basis of accounting. In addition, we will prepare the annual financial summary. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our financial statement preparation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential.

Please note that providing these services will impair Whalen & Company's independence with respect to Interactive Media and Construction, Inc.

Other Relevant Information

You will be billed for these services at the agreed-upon fixed amount of \$3,950 on a monthly basis, payable upon presentation of the invoice. In the event of closure of the Interactive Media and Construction, Inc., we will continue our treasurer engagement through completion of a final audit. Any services requested and provided outside the scope of the preceding defined services will be billed at our normal billing rates. Additionally, you will be billed for out-of-pocket expenses, including the cost of our public official bond. In accordance with our firm policies, work may be suspended until your account is paid in full and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Because fixed fees do not always reflect the timing of work performed, clients who terminate mid-year will be invoiced for all unbilled work in progress. In the event we stop work or withdraw from this engagement as a result of failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

You agree to refrain from extending a job offer to Whalen & Company, CPAs personnel.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to binding arbitration, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within Franklin County, Ohio, and the costs of any mediation proceedings shall be shared equally by the participating parties.

If any dispute is not resolved within 30 days after mediation begins, it will be submitted, on a confidential basis to binding arbitration to be held in Franklin County, Ohio and administered by the American Arbitration Association in accordance with its Arbitration Rules for Professional Accounting and Related Services Disputes, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Any arbitration arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be submitted within the earlier of, one year from the date the cause of action accrues, or one year from the completion of the engagement, notwithstanding any statutory provision to the contrary. In the event of an arbitration award in your favor, any arbitration award shall be limited in amount, and shall not exceed the amount of the fee charged by us and paid by you, for the services set forth in this engagement letter.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our most current standard hourly rates, for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then except to the extent attributable to our gross negligence, unauthorized acts, or willful omissions, if such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. If any provision of this letter is determined to be unenforceable, all other provisions shall remain in force.

Interactive Media and Construction, Inc. Page 3 of 5

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. By signing below, you agree to the terms of the engagement and attest to the complete and accurate submission of information, the compliance with laws and regulations applicable to your industry and government reporting requirements, and for adopting sound policies and procedures to maintain an adequate accounting system and internal controls. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. Please be advised that we cannot start work until we have this signed engagement letter in our files.

Sincerely,

Alkalia & Conpany, CHS

Whalen & Company, CPAs

READ AND ACCEPTED

By: .	<u> </u>
Title:	·

Date: _____

Interactive Media and Construction, Inc. Page 4 of 5

EXHIBIT A

School Treasurer, Accounting, Fiscal Officer and bookkeeping services for the period July 1, 2019 through June 30, 2020, will include the following:

- Organize and complete an orderly transition of financial records from previous service providers and to subsequent service providers;
- Be available to attend Board meetings and attend such meetings;
- Be available to respond to inquiries by telephone, conference call, cellular phone, teleconference or video conference, facsimile and electronic mail and use very best efforts to respond timely;
- Assist in the 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;
- Prepare analyses, as needed or upon request, of specific line items, cost groups, or expenditures in general to understand spending trends of the School.
- Provide recommendations to the Board of Directors of alternative fiscal practices or plans which would result in additional revenue, decreased expenditures and financial efficiency;
- Plan, organize and coordinate the duties of any staff or management company assigned to assist or support the fiscal department; Provide technical advice or assistance regarding fiscal matters and computerized accounting systems;
- Secure Public Official Bond on behalf of the School and at the expense of the Board. Additionally, maintain credentials required by the State of Ohio to hold the position of licensed School Treasurer;
- Maintain all financial records in accordance with accounting principles generally accepted in the United States of America (GAAP) and convert from GAAP to cash basis or vice versa as required; use state proprietary software; maintain all receipts and proof of expenditures sufficient to support successful audits;
- Review, approve, and process bi-weekly (or semi-monthly) payroll; ensure that monthly, quarterly, and annual tax returns are prepared and timely reconciled to the general ledger; process all SERS and STRS reports; provide monthly payroll account to bank statement reconciliations and USPS/USAS files;
- Ensure that all transactions are coded utilizing the State of Ohio Chart of Accounts, USAS coding, and maintain ability to file reports on a cash-basis where required;
- Maintain accurate general ledger and all subsidiary records; Prepare financial and statistical reports as requested by the Board of Directors;
- Review and approve bank reconciliations on a monthly basis, verifying balances are reconciled to the general ledger;
- Prepare monthly unaudited financial statements and other financial reports (as requested) for presentation to the Board of Directors at special and regular meetings of the Governing Authority (convert state proprietary software reports to reports for Board of Directors as necessary or required);

Interactive Media and Construction, Inc. Page 5 of 5

- Prepare reposts required by Sponsor pursuant to Community School Contract;
- Monitor and comply with all financial requirements imposed on the School through Sponsor Contracts, vendor contracts;
- Assist in preparation, monitoring, and revision of Annual Budget for the School and present comparison of actual results to budget at all regular meetings of the Governing Authority;
- Assist in the preparation and revision of the School's Five Year Forecast in accordance with Section 5705.391 of the Ohio Revised Code
- Complete annual 1099 processing and distribution;
- Review accounts payable and receivable and records for accuracy a funding source, general ledger account coding and verify the appropriate documents are attached;
- Ensure compliance with purchasing procedures and process all purchase orders and invoices, 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, Comprehensive General Liability, Property and D & O insurance, vehicle insurance, commercial insurance and workers' compensation insurance, requesting bids for necessary;
- Prepare the annual cash-to-accrual conversion and the annual financial statements and related footnotes of the school.
- Prepare all schedules and compile all information as required for annual and interim audits by the Auditor of the State of Ohio.
- Coordinate and act as the liaison between the Board of Directors and Auditor of State of Ohio during the annual audit process.
- In the event of closure of the School, all financial and enrollment records of the School will be delivered to the School's sponsor within 30 days of the School's closure.

Attachment 13

THE CINCINNATI INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: 6756861 Bond Amount: \$50,000.00 Bond Origination Date: July 1, 2017

مرير

Principal:

Jeffrey M. Zaye 4546 DUNLEARY DR DUBLIN, OH 43017-8610

Obligee: The State of Ohio

30 E BROAD ST COLUMBUS, OH 43215-3414

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

This bond is extended to 07/01/2020

Signed and sealed this 14th day of May 2019



THE CINCINNATI INSURANCE COMPANY m michas ATTORNEY-IN-FACT Kimberly M Michallow

Agency: Lauterbach & Eilber, Inc. 34289 P.O. Box 20285 Columbus, OH 43220

BN-1003(3/97)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

6756861

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

of Columbus, OH its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States,

Five Million and No/100 Dollars (\$5,000,000.00).

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

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

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

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



THE CINCINNATI INSURANCE COMPANY

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio. this 14th day of May 2019

) ss:



Bugery J Schlaum

Secretary



The Cincinnati Insurance Company • The Cincinnati Indemnity Company The Cincinnati Casualty Company • The Cincinnati Specialty Underwriters Insurance Company The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY FINANCIAL STATEMENT DECEMBER 31, 2017

ASSETS

Cash Bonds Stocks Agents Balance Receivable All Other Admitted Assets TOTAL ADMITTED ASSETS \$ 339,349,633 5,974,885,992 4,777,208,592 1,577,830,776 245,604,412 \$12,914,879,406

LIABILITIES

3,586,355

5,089,979,474

Reserve for Losses and Loss Expense Reserve for Unearned Premiums All Other Liabilities Capital \$ Surplus

2,279,405,281 764,915,765

TOTAL LIABILITIES & EQUITY

<u>5,093,565,829</u> \$12,914,879,406

\$4,776,992,531

State of Ohio County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2017 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer

Senior Vice President, Treasurer

Subscribed and sworn before me this 12th day of February,



Jennifer L. Scheid Notary Public, State of Ohio My Commission Expires 01-16-2021

Mailing Address: P.O. Box 145496 • Cincinnati, Ohio 45250-5496 • Headquarters: 6200 S. Gilmore Road • Fairfield, Ohio 45014-5141 cinfin.com * 513-870-2000

THE CINCINNATI INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: 6756861 Bond Amount: \$50,000.00 Bond Origination Date: July 1, 2017

Principal:

Jeffrey M. Zaye 4546 DUNLEARY DR DUBLIN, OH 43017-8610

Obligee: The State of Ohio

30 E BROAD ST COLUMBUS, OH 43215-3414

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

This bond is extended to 07/01/2020

Signed and sealed this 14th day of May 2019



THE CINCINNATI INSURANCE COMPANY ATTORNEY-IN-FACE Kimberly M Michallow

Agency: Lauterbach & Eilber, Inc. 34289 P.O. Box 20285 Columbus, OH 43220

BN-1003(3/97)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

6756861

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

of Columbus, OH its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States,

Five Million and No/100 Dollars (\$5,000,000.00).

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

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

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

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

in with respect to any bond of and binding on the Company. IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



THE CINCINNATI INSURANCE COMPANY

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio. this 14th day of May 2019

) SS:



Bugey g Schleim

Secretary

INSURANCE COMPANIES

The Cincinnati Insurance Company

The Cincinnati Indemnity Company

The Cincinnati Specialty Underwriters Insurance Company

The Cincinnati Life Insurance Company

The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY FINANCIAL STATEMENT DECEMBER 31, 2017

ASSETS

Cash

Bonds
 Stocks
 Agents Balance Receivable
 All Other Admitted Assets
 TOTAL ADMITTED ASSETS

\$ 339,349,633 5,974,885,992 4,777,208,592 1,577,830,776 245,604,412 \$12,914,879,406

LIABILITIES

3,586,355

5,089,979,474

Reserve for Losses and Loss Expense Reserve for Unearned Premiums All Other Liabilities Capital Surplus \$4,776,992,531 2,279,405,281 764,915,765

<u>5,093,565,829</u> <u>\$12,914,879,406</u>

TOTAL LIABILITIES & EQUITY

State of Ohio County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2017 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer

Subscribed and sworn before me this 12th day of February,



Jennifer L. Scheid Notary Public, State of Ohio My Commission Expires 01-16-2021



INTERACTIVE MEDIA & CONSTRUCTION 215 N. TRIMBLE RD. MANSFIELD, OHIO 44906

PHONE: 419-525-0105 FAX: 419-525-0106

RESOLUTION TO APPROVE TREASURER'S BOND AND CONTRACT FOR FY 2020

Please sign and date below to indicate your approval of the above resolution

the.

Rev. Clarence Sanderfer

erry Saunders

Mr. Pernell Allen

Ms. Denise Miller

Ms. Jennifer Bowman

5-16-19

Date

5-16-19

Date

5-16-19

Date

5-16-1

Date

5-16-19

Date

391 Insurance

391.1 Health Insurance and Annuities

The Board provides health insurance for all full time employees. The amount contributed by the Board is determined annually prior to the start of a new School year. The Board also provides for dental and life insurance. From time to time the Board may have several contracts with companies who provide tax sheltered annuities to employees who wish to contribute. These are paid entirely by the employee. Employee contributions shall be made through payroll deductions. If an employee is given a leave of absence for a period of time the Board will not pay the employee's health insurance except as required for eligible parties under the FMLA (See Policy No. 385 above). The employee may elect to pay the premiums for such time as they are on an approved leave. An employee who resigns prior to the end of their contract year will have Board paid health insurance only through the end of the month in which their resignation is effective. If a teacher or teacher aide resigns at the end of their contract year the Board will continue to pay their health insurance premium through the month of August. Other staff members who resign at the end of their contract will have their health insurance paid through the end of the month immediately following the end of the contract.

R.C. 9.90.

391.2Workers' Compensation Insurance

As required by law, all employees are covered by Workers' Compensation Insurance, which may provide benefits for injuries or illness that occur as a result of employment at Interactive Media And Construction. Any injury, regardless of its apparent seriousness must be reported immediately to your supervisor. Failure to immediately report an on the job injury will result in discipline up to and including discharge.

R.C. 4123.01; R.C. 4123.83.

391.3 STRS/SERS

By law, many Staff may be covered by the State Teachers Retirement System (STRS) or the State Public Employee Retirement System (SERS). Some contractors may not be eligible for such benefits. Determinations will be made based on law, facts and circumstances, in conjunction with applicable professional advisors and governmental agencies. R.C. 145.03.

<u>391.4 Unemployment Compensation</u>

By law, most workers are insured for unemployment compensation, which provides income payment in certain conditions for a period of weeks if you lose your job under certain conditions.

R.C. 4141.01.

Attachment 14

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is made effective as of the as of the 1st day of July, 2017, by and between the Mansfield Urban Minority Alcoholism and Drug Abuse Outreach Program, Inc. ("UMADAOP"), a(n) 501c3 non-profit corporation, 215 N. Trimble Road, Mansfield, Ohio 44906, and the Interactive Media and Construction, an Ohio Non-profit corporation "Lessee").

Lessor, for valuable consideration, sufficiency and receipt of which is hereby acknowledged, hereby demises and leases to Lessee that certain property consisting of that certain space as more particularly described on the attached <u>Exhibit A</u> (the "Premises") located at 215 N. Trimble Road, Mansfield, OH 44906 (the "Property") subject to the following terms and conditions:

- 1. <u>Term.</u> The initial term of five (5) years (the "Initial Term"), commencing on the date first written above (the "Commencement Date") and ending on June 30, 2021, unless sooner terminated by the terms herein. After completion of the Initial Term, provided Lessee shall not then be in any material default under this Agreement, Lessee may automatically renew for successive one (1) year terms (the "Renewal Terms" and together with the Initial Term, collectively, the "Term") unless otherwise terminated pursuant to the terms of this Agreement.
- 2. <u>Termination</u>. Lessor and Lessee shall each have the right to terminate this Agreement at any time upon prior written notice to the other party claiming default of the terms of this Lease, detailing the default, which if a default of Lessee, may be cured within 45 days of Lessee's receipt of the written notice. Lessee may terminate this Lease should its state funding not be sufficient to pay the rent in Lessee's opinion, should its contract with its sponsor be terminated, should Lessee or its sponsor be unable to give the opening assurances required by law for them to give, or, should lessee be required to move for health, safety, permitting, inspection or other similar reasons, or should Lessee outgrow the space leased.
- Rent. Rent shall be -0- through December 31, 2017. Starting January 1, 2018, rent shall be Two 3. Thousand Five Hundred Dollars (\$2,500.00) per month. ("Monthly Rent"), with the subsequent Monthly Rent payments due on the first day of each month thereafter during the Term. The Monthly Rent includes all of Lessor's operating expenses and the cost of utilities serving the Premises and Property. Except for the Monthly Rent, Lessee is not responsible for any additional payments or obligations in consideration of this Agreement. On the annual anniversary of the Commencement Date (i.e. during the Renewal Terms), the Monthly Rent during the upcoming year may increase only if Lessee's student population, as measured by the month before the annual anniversary date, exceeds 100 FTE (Full Time Equivalents) as determined by Lessee's then current state report. Should Lessee's FTE exceed 100 students, it shall pay Four Thousand Seventy-Five Dollars (\$4075) per month in Monthly Rent. If at any time, Lessee's FTE drops below 100 FTE for a period of two months, it may give Lessor notice of such drop and lower its Monthly Rent to the original rent of Two Thousand Five Hundred Dollars(\$2,500), until the student population returns to over 100 FTE. Monthly Rental shall fluctuate thereafter in the same pattern.
- 4. <u>Indemnification</u>. Lessee and Lessor each assume all risk of, and indemnifies, protects and saves harmless the other and their respective officers, directors, guests, agents, visitors and successors and assigns from, all loss, damage or injury to persons (including, without limitation, personal injuries resulting in death) or property and from all claims, demands, suits, liabilities, obligations and expenses arising therefrom, caused by or in any way connected with their respective business operations and use of the Property located at 215 N. Trimble Road, Mansfield, Ohio 44906. In the event that any judgment, lien or other encumbrance is placed upon or levied against the Property which affects the Premises and which is due to activities by Lessor or Lessee, the

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responsible party will at once cause the same to be dissolved and discharged by giving bond or otherwise.

- 5. Improvements. By the Commencement Date, the Lessor shall have thoroughly cleaned and painted the Premises for the occupancy of Lessee, replaced or repaired any broken items or equipment, cabinets, doors, bathrooms or otherwise and shall have the Premises in clean and good condition.
- 6. <u>Insurance</u>. Lessor and Lessee shall cause to be maintained at all times during the term hereof sufficient insurance as may be required to protect each and each other, from and against all claims, demands and causes of action arising by reason of each party's use of the Property.
- 7. Maintenance. Lessor shall be responsible to maintain the Premises and Property in an orderly, clean and slightly fashion during the Term of this Agreement, making all repairs and replacements to and on the Premises required by Lessee's use as a school, or required by all laws, rules, and regulations of any governmental or authorizing or regulating agency or policy of the Lessee. Lessor shall provide daily janitorial services and emergency clean-up acceptable to Lessee, snow removal and landscaping or playground repair or replacement.
- 8. Default. If Lessee defaults in the performance of any of its obligations under this Agreement and such default continues for 45 days after written notice thereof is received by Lessee; then Lessor may terminate this Agreement. If Lessor fails to perform and observe all obligations and conditions to be performed and observed by it under this Agreement, then Lessee may, but shall not be obligated to, cause the performance and observance of such obligations or conditions, and all costs and expenses incurred by Lessee in connection therewith shall thereupon be due and payable immediately from Lessor to Lessee, with interest thereon from the time such costs and expenses were paid by Lessee until Lessee is reimbursed in full by Lessor, at a rate equal to 6% per annum.
- 9. <u>Assignment</u>. Neither Lessor not Lessee may assign its interest in this Agreement without the express written consent of the other party, which shall not be unreasonable withheld.
- 10. Use The Premises shall be used for a public school and for the administration and operation of a public school, The Interactive Media and Construction School. Insurance Coverage for the premises shall cover the Interactive Media and Construction school
- 11. Miscellaneous. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of Lessor and Lessee. This Agreement sets forth the entire understanding and agreement of the parties hereto, and shall supersede any other agreements and understandings (written or oral) by and between Lessor and Lessee on or prior to the date of this Agreement with respect to the matters set forth in this Agreement, if any. No amendment or modification of this Agreement, or cancellation of this Agreement, shall be valid unless in writing and executed and delivered by all of the parties hereto. This Agreement may be executed in counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

[signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

LESSOR:

Urban Minority Alco Abuse Outreach Pro Name: DENNIS A. BAKER EXECUTIVE DIRE By: Director

LESSEE:

Interactive Media and Construction

By: CLARENCE SANDERFER Name: Channe Jouleyn Board purchint

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EXHIBIT A

Description of the PREMISES Leased

A minimum of five classrooms exclusive to the School(s), of the Property located at 215 N. Trimble Road, <u>HADSFIELD UKADAOF COMMONITY CENTER</u>, Mansfield, Ohio, 44906 and -the halls and restrooms dedicated for use by the students and staff of the Lessee, -the use of the fully equipped kitchen during school hours
-exclusive use of the gymnasium during school hours at times agreed upon by Lessor and Lessee -the use of the computer lab during school hours -at least one administrator private office
-at least one administrative assistant private office
-room to accommodate up to 5 filing cabinets, supplies and a copier -a separate entrance for students of Lessee
-exclusive use of the playground during school hours at times agreed upon by Lessor and Lessee
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