

Minutes of The Norwood City School District Board of Education Special Meeting

Board of Education Meeting Room, 2132 Williams Ave, Nor. OH 45212 2/25/2014

SPECIAL MEETING 2/25/2014

The Norwood City School District Board of Education met in special session on Tuesday, February 25, 2014, in the Norwood Board of Education Meeting Room, 2132 Williams Avenue, Norwood, Ohio at 5:30 P.M.

The audio proceedings of this meeting are recorded and are kept on file at the Norwood City School District Board of Education Office.

**ROLL CALL**

Present: Members: Ms. Scott-Geraci, Ms. Horsley, Mr. Bryant, Mr. Faulkner, Mr. Miracle  
Others: Rob Amodio

**RESOLUTION 27-14 APPROVAL TO ADOPT THE AGENDA**

Ms. Horsley made a motion to adopt the agenda. Mr. Miracle seconded the motion.

Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Mr. Faulkner – Yes, Mr. Miracle – Yes, Mr. Bryant – Yes, Ms. Scott-Geraci - Yes

**RESOLUTION 28-14 APPROVAL OF RESOLUTIONS AND MINUTES OF NORWOOD CITY SCHOOL DISTRICT BOARD OF EDUCATION ACTING AS THE SOLE VOTING MEMBER OF NORWOOD CONVERSION COMMUNITY SCHOOL**

Ms. Horsley made a motion to approve the resolution and minutes of Norwood City School District Board of Education acting as the sole voting member of the Norwood Conversion Community School. Mr. Bryant seconded the motion.

RESOLUTIONS AND MINUTES  
OF  
NORWOOD CITY SCHOOL DISTRICT  
BOARD OF EDUCATION  
ACTING AS THE SOLE VOTING MEMBER  
OF  
NORWOOD CONVERSION COMMUNITY SCHOOL

(INITIAL MEETING)

A meeting of the Norwood City School District Board of Education, acting as the sole voting member (the "Member") of Norwood Conversion Community School (the "Corporation"), was held at Norwood City School District Board Office, Norwood, Ohio on February 25, 2014.

The meeting was called to order at 5:30 p.m., EST, by Mrs. Cheri Scott-Geraci, the President of the Board of Education. A quorum of the Norwood City School District

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School District Board of Education as is legally required to conduct its regular business affairs was present.

Upon motions duly made and carried, the following resolutions were adopted:

1. **Waiver of Notice**

RESOLVED, that the notice required for a meeting of the Member is hereby waived.

2. **Adoption of Code of Regulations.**

RESOLVED, that the Code of Regulations attached as Exhibit A is hereby adopted pursuant to Section 1702.10, Ohio Revised Code, for the regulation of the government of this Corporation, the conduct of its affairs and the management of its property as provided therein, to the extent consistent with the Articles of Incorporation of this Corporation and applicable law.

3. **Number of Classes of Directors.**

RESOLVED, that the number of voting Directors of this Corporation is hereby fixed pursuant to the Code of Regulations at 5 and the Directors shall not be divided into classes.

4. **Appointment of Directors.**

WHEREAS, pursuant to the Code of Regulations there are no further nominations of candidates for the Board of Directors other than those individuals named below; and

WHEREAS, the individuals named below are the current occupants of the positions that constitute the Board of Directors (or otherwise satisfy the directorship criteria); now therefore be it

RESOLVED, that each of the following named individuals is hereby appointed as a voting member of the Board of Directors of the Corporation:

Lynn Ellis / Parent  
 (name) (position or other defining  
 characteristic)

Greg Wiles / Hamilton County Building Inspector  
 (name) (position or other defining  
 characteristic)

Chris Schroeder / Parent, Youth Sports Coach  
 (name) (position or other defining  
 characteristic)

Michelle Williams / Local Bank Vice President  
 (name) (position or other defining  
 characteristic)

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\_\_\_\_\_  
(name) (position or other defining characteristic)

**5. Appointment of Officers**

RESOLVED, that the officers of this Corporation shall be, pursuant to the Code of Regulations, a President, a Secretary, and a Treasurer; and

RESOLVED FURTHER, that each of the following individuals is appointed to the respective office of the Corporation indicated opposite each such person's name with the direction that each such individual who is an employee of the Norwood City School District Board of Education is appointed to serve in his or her official capacity as an employee of such Board of Education for the purpose of representing the interests of the same:

Robert Amodio / Superintendent President  
(name) (position in sponsor district)

Ernie Strawser / Treasurer Secretary  
(name) (position in sponsor district, if any)

Ernie Strawser / Treasurer Treasurer  
(name) (position in sponsor district, if any)

**6. Exercise of Reserved Powers**

RESOLVED, that Member's Superintendent is hereby authorized to exercise on behalf of Member the powers reserved to the Member pursuant to section 2.02 of the Code of Regulations, until such time as the Member determines otherwise.

**7. Ratification of Actions by Incorporator.**

RESOLVED, that all actions taken by the Incorporator of this Corporation in forming this Corporation including, but not limited to, causing to be filed the Articles of Incorporation and Original Appointment of Agent of this Corporation with the Secretary of State of Ohio, and in all other actions on behalf of the Corporation, are hereby approved, ratified, and confirmed; and

RESOLVED FURTHER, that the Corporation shall indemnify and hold harmless the Incorporator and the law firm of Bricker & Eckler LLP from any loss, expense, claim, damage, cost or other liability they may incur at any time by reason of such actions

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taken on behalf of this Corporation with respect to its incorporation except that the foregoing duty shall not extend to any legal actions or claims by the Corporation premised upon alleged malpractice by the Incorporator or the law firm of Bricker & Eckler LLP.

**8. Ratification of Actions by Member.**

**RESOLVED**, that any and all actions heretofore taken by the Member or its employees on behalf of the Corporation, including, but not limited to, the execution of contracts, documents or other writings, are hereby approved, ratified, and confirmed as the acts and deeds of the Corporation.

There being no further business to come before the Member, upon motion duly made and carried, the meeting was adjourned.

Dated this 25<sup>th</sup> day of February, 2014

By: \_\_\_\_\_  
Secretary or Other Officer of Board of Education

Motion carried with the following 5-0 vote:  
Ms. Horsley – Yes, Mr. Faulkner – Yes, Mr. Miracle – Yes, Mr. Bryant – Yes, Ms. Scott-Geraci - Yes

**RESOLUTION 29-14 APPROVAL OF COMMUNITY SCHOOL SPONSORSHIP CONTRACT FOR THE NORWOOD CONVERSION COMMUNITY SCHOOL**

Ms. Scott-Geraci made a motion to approve the community school sponsorship contract for the Norwood Conversion Community School. Mr. Bryant seconded the motion.

**COMMUNITY SCHOOL SPONSORSHIP CONTRACT  
FOR THE  
NORWOOD CONVERSION COMMUNITY SCHOOL  
A CONVERSION COMMUNITY SCHOOL**

This Community School Sponsorship Contract (hereinafter "Contract") is entered into on the 25<sup>th</sup> day of February, 2014, by and between the Norwood City School District Board of Education (hereinafter the "SPONSOR") and the governing authority (sometimes hereinafter "the Board of Directors") of the Norwood Conversion Community School \_\_\_\_\_ (hereinafter the "SCHOOL").

**WHEREAS** the Ohio General Assembly, in Amended House Bill 215, effective June 30, 1997, declared that the establishment of community schools "has potential desirable effects, including providing parents a choice of academic environments for their children and providing the education community with the opportunity to establish limited experimental programs in a deregulated setting"; and

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**WHEREAS** Chapter 3314 of the Ohio Revised Code authorizes boards of education, as sponsors of community schools, to authorize and oversee the operations of community schools through sponsorship contracts and to support such schools through the provision of services and funding; and

**WHEREAS**, pursuant to Chapter 3314, Sections 9.482 and 3313.842, and other provisions of the Ohio Revised Code, the parties may jointly establish and operate innovative and cooperative educational programs; and

**WHEREAS** the SPONSOR desires to facilitate the establishment and operation of the SCHOOL as a conversion community school that will, pursuant to Chapter 3314 of the Ohio Revised Code, provide innovative educational opportunities to the children of the SPONSOR school district; and

**WHEREAS** the SCHOOL desires to operate pursuant to the sponsorship, and under the oversight, of the SPONSOR;

**NOW THEREFORE**, in consideration of the mutual benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Article I - Purpose**

- A. This Contract is entered into pursuant to Chapter 3314 of the Ohio Revised Code, and specifically Section 3314.03(E) of the Ohio Revised Code, for the purpose of establishing, on the terms and conditions contained herein, the SCHOOL as a conversion-type community school that is not internet- or computer-based (as such term is defined in Section 3314.02 of the Ohio Revised Code). The SCHOOL may utilize certain resources converted to the SCHOOL's use by the SPONSOR, which resources may include but need not be limited to, portions of the SPONSOR's facilities, staff, equipment, instructional materials, curriculum, and educational strategy, as determined to be appropriate by the SPONSOR, in the SPONSOR's sole discretion. Pursuant to Section 3314.01 of the Ohio Revised Code, and except as otherwise agreed hereunder, the SCHOOL may sue and be sued, acquire facilities as needed, contract for services necessary for the operation of the SCHOOL, and enter into additional contracts with the SPONSOR. The SCHOOL's governing authority may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, Chapter 3314 of the Ohio Revised Code, other statutes applicable to community schools, and this Contract.
- B. The SCHOOL shall, in its first year of operation, and thereafter may but is not required to, operate as an at-risk school that primarily enrolls students between sixteen and twenty-two years of age who have dropped out of high school or are at risk of dropping out of high school due to poor attendance, disciplinary problems, or suspensions. The SCHOOL also may, but is not required to, operate a dropout prevention and recovery program in which a majority of the SCHOOL's students are enrolled such that Section 3314.017 of the Ohio Revised Code applies to the SCHOOL.

**Article II - Board of Directors**

- A. THE GOVERNING AUTHORITY OF THE SCHOOL IS THE SCHOOL'S BOARD OF DIRECTORS, WHICH SHALL ENSURE THE PERFORMANCE OF ALL DUTIES AND RESPONSIBILITIES, AND CONFORMANCE WITH ALL LIMITATIONS, EXPRESSLY OR IMPLIEDLY APPLICABLE TO IT OR THE SCHOOL HEREUNDER.
- B. A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS SHALL BE ELECTED OR APPOINTED PUBLIC OFFICIALS OR PUBLIC EMPLOYEES, OR SHALL BE COMMUNITY LEADERS, AND THE BOARD OF DIRECTORS MAY ADDITIONALLY INCLUDE ONE OR MORE CIVIC LEADERS OR PARENTS OF STUDENTS ENROLLED IN THE SCHOOL, AS SET FORTH IN THE SCHOOL'S CODE OF REGULATIONS.
- C. THE CURRENT BOARD OF DIRECTORS IS COMPOSED OF THE FOLLOWING INDIVIDUALS:

Greg Wiles  
Chris Schroeder  
Lynn Ellis  
Michelle Williams

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Article III - Term

- A. THIS CONTRACT SHALL BECOME BINDING UPON EXECUTION BY BOTH PARTIES. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE TERM OF THIS CONTRACT SHALL BE FOR 5 YEARS COMMENCING UPON JULY 1, 2014, AND ENDING ON JUNE 30, 2019.
- B. THE SPONSOR MAY, AT ITS SOLE OPTION, MODIFY THE YEAR OF THIS CONTRACT'S EXPIRATION FOR ANY REASON OR NO REASON BY GIVING WRITTEN NOTICE OF THE SAME TO THE SCHOOL BY MAY 1 OF ANY YEAR, IN WHICH EVENT THIS CONTRACT SHALL EXPIRE ON JUNE 30<sup>TH</sup> OF SUCH YEAR AND, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, SHALL NOT RENEW. THE SCHOOL AGREES NOT TO CONTEST IN ANY FORUM THE SPONSOR'S EXERCISE OF THIS OPTION, AND THE SCHOOL FURTHER AGREES THAT THE EXERCISE OF SUCH OPTION SHALL NOT BE CONSIDERED, NOR SHALL IT GIVE RISE TO ANY RIGHTS ON THE PART OF THE SCHOOL THAT WOULD BE ASSOCIATED WITH, A "TERMINATION" OR "NONRENEWAL" OF THIS CONTRACT AS SUCH TERM IS USED IN THIS CONTRACT OR IN SECTION 3314.07 OR ANY OTHER SECTION OF THE OHIO REVISED CODE, WHICH RIGHTS ARE HEREBY EXPRESSLY WAIVED BY THE SCHOOL.
- C. THE SCHOOL SHALL REMAIN OPEN FOR STUDENTS TO ATTEND UNTIL THE END OF THE SCHOOL YEAR IN WHICH THE SCHOOL MUST CLOSE, EXCEPT THAT THE SPONSOR MAY SUSPEND THE OPERATIONS OR TERMINATE THIS CONTRACT AS PROVIDED HEREIN OR OTHERWISE PERMITTED BY LAW. THE SPONSOR MAY, AT ITS SOLE DISCRETION, OPERATE THE SCHOOL UNTIL THE SCHOOL PERMANENTLY CEASES OPERATIONS IN THE EVENT THE SCHOOL GOVERNING BOARD FAILS, IN THE EXCLUSIVE JUDGMENT OF THE SPONSOR TO DO SO ADEQUATELY.

Article IV - Responsibilities of the SCHOOL

- A. THE SCHOOL SHALL BE ESTABLISHED AS A PUBLIC BENEFIT CORPORATION PURSUANT TO CHAPTER 1702 OF THE OHIO REVISED CODE.
- B. THE SCHOOL SHALL BE A CONVERSION COMMUNITY SCHOOL AS SUCH TERM IS USED IN CHAPTER 3314 OF THE OHIO REVISED CODE.
- C. THE SCHOOL IS LOCATED IN FACILITIES AT THE FOLLOWING ADDRESS (AND MAY ADDITIONALLY OR ALTERNATIVELY BE LOCATED IN SUCH OTHER FACILITIES AS PERMITTED BY LAW AND APPROVED IN ADVANCE BY THE SPONSOR, IN THE SPONSOR'S SOLE DISCRETION, IN WRITING), WHICH FACILITIES HAVE BEEN ACQUIRED AS INDICATED::

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- If and as permitted by law and agreed in advance by the parties in writing, the SCHOOL may be located in multiple facilities under this Contract and may assign students in the same grade level to multiple facilities. If the SCHOOL is located in multiple facilities and the facilities are located in more than one school district, the SCHOOL's governing authority shall designate the SPONSOR district to be considered the SCHOOL's primary location and the district in which the SCHOOL is located for the purposes of division (A)(19) of Section 3314.03 and divisions (C) and (H) of Section 3314.06 of the Ohio Revised Code and for all other purposes related to Chapter 3314. The SCHOOL's governing authority shall notify the Ohio Department of Education of that designation.
- D. THE BOARD OF DIRECTORS SHALL PURCHASE LIABILITY INSURANCE OR OTHERWISE PROVIDE FOR THE POTENTIAL LIABILITY OF THE SCHOOL.
  - E. THE SCHOOL SHALL BE NONSECTARIAN IN ITS PROGRAMS, ADMISSION POLICIES, EMPLOYMENT PRACTICES, AND ALL OTHER OPERATIONS, AND WILL NOT BE OPERATED BY A SECTARIAN SCHOOL OR RELIGIOUS INSTITUTION.
  - F. AS REQUIRED BY CHAPTER 3314 OF THE OHIO REVISED CODE, THE SCHOOL SHALL COMPLY WITH THE FOLLOWING PORTIONS OF THE OHIO REVISED CODE AS IF IT WERE A SCHOOL DISTRICT: SECTIONS 9.90, 9.91 [INSURANCE, ANNUITIES]<sup>1</sup>; 109.65 [MISSING CHILDREN, FINGERPRINTING]; 121.22 [OPEN MEETINGS]; 149.43 [PUBLIC RECORDS]; 2151.357 [SEALED RECORDS, INCLUDING THOSE OF ADJUDICATED DELINQUENTS]; 2151.421 [CHILD ABUSE REPORTING]; 2313.19 [EMPLOYEES SUMMONED FOR JURY DUTY]; 3301.0710, 3301.0711, 3301.0712 3301.0715 [ACHIEVEMENT AND DIAGNOSTIC TESTING]; 3313.472 (PARENTAL/FOSTER CAREGIVER INVOLVEMENT POLICY); 3313.50 [STUDENT HEARING AND VISION RECORDS]; 3313.536 [SCHOOL SAFETY PLAN]; 3313.539 [CONCUSSION AND HEAD INJURIES]; 3313.608 [THIRD GRADE READING GUARANTEE,

<sup>1</sup> Descriptors of statutory provisions provided in brackets herein are provided as shorthand references only and are not intended as comprehensive descriptions of the topics encompassed by the cited portions of the Ohio Revised Code, each of which the SCHOOL shall comply with in its entirety (or as otherwise required by law).

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INTERVENTION AND REMEDIATION]; 3313.6012 [ACADEMIC INTERVENTION]; 3313.6013 [DUAL ENROLLMENT PROGRAMS]; 3313.6014 [NOTICE OF CORE CURRICULUM REQUIREMENTS]; 3313.6015 [COLLEGE AND CAREER READINESS, FINANCIAL LITERACY]; 3313.609 [GRADE PROMOTION AND RETENTION POLICY, EFFECT OF TRUANCY]; 3313.6411 [SCHOOL REPORT CARD PROVIDED TO PARENT UPON ENROLLMENT OF STUDENT]; 3313.643 [EYE PROTECTIVE DEVICES]; 3313.648 [PROHIBITION OF PAYMENT OF INCENTIVE TO ENROLL]; 3313.66, 3313.661, 3313.662 [SUSPENSION, EXPULSION, REMOVAL, EXCLUSION]; 3313.666, 3313.667 [POLICY/INITIATIVES PROHIBITING HARASSMENT, INTIMIDATION, BULLYING]; 3313.67, 3313.671 [IMMUNIZATIONS]; 3313.672 [NEW STUDENT SCHOOL RECORDS, CUSTODY ORDERS, BIRTH CERTIFICATE]; 3313.673 [K-1 HEALTH AND OTHER SCREENING]; 3313.69 [HEARING AND VISION SCREENING]; 3313.71 [HEALTH SCREENING, TUBERCULOSIS]; 3313.716 [ASTHMA INHALERS]; 3313.718 [EPINEPHRINE AUTOINJECTION]; 3313.719 [POLICY PROTECTING STUDENTS WITH PEANUT OR OTHER FOOD ALLERGIES]; 3313.80 [DISPLAY OF FLAG]; 3313.801 [DISPLAY OF UNITED STATES AND OHIO MOTTOES]; 3313.814, 3313.816, 3313.817 [REQUIREMENTS CONCERNING SALE OF FOOD AND BEVERAGES]; 3313.86 [REVIEW OF POLICIES AND PROCEDURES TO ENSURE SAFETY.]; 3313.96 [MISSING CHILDREN]; 3319.073 [CHILD ABUSE PREVENTION TRAINING]; 3319.321 [CONFIDENTIALITY OF STUDENT INFORMATION]; 3319.39, 3319.391 [CRIMINAL RECORDS CHECKS]; 3319.41 [CORPORAL PUNISHMENT]; 3321.01 [ADMITTANCE TO KINDERGARTEN, FIRST GRADE]; 3321.041 [REQUIREMENTS RELATED TO OUT-OF-STATE ENRICHMENT OR EXTRACURRICULAR ACTIVITIES]; 3321.13, 3321.14, 3321.17, 3321.18, 3321.19, 3321.191 [HABITUAL ABSENCE, TRUANCY]; 3327.10 [QUALIFICATIONS OF DRIVERS]; 4111.17 [WAGE DISCRIMINATION]; 4113.52 [WHISTLEBLOWER PROTECTION]; AND 5705.391 [SPENDING PLAN]; AND CHAPTERS 117 [FISCAL AUDITS]; 1347 [PRIVACY]; 2744 [TORT LIABILITY]; 3365 [POST-SECONDARY ENROLLMENT]; 3742 [LEAD ABATEMENT]; 4112 [CIVIL RIGHTS]; 4123 [WORKERS' COMPENSATION]; 4141 [UNEMPLOYMENT COMPENSATION]; AND 4167 [OCCUPATIONAL SAFETY]. THE SCHOOL ALSO SHALL COMPLY WITH SECTION 3301.0714 [EMIS] OF THE OHIO REVISED CODE IN THE MANNER SPECIFIED IN SECTION 3314.17 OF THE OHIO REVISED CODE.

G. TO THE EXTENT APPLICABLE, THE SCHOOL SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE INDIVIDUALS WITH DISABILITIES EDUCATION IMPROVEMENT ACT (IDEIA) AND OHIO ADMINISTRATIVE CODE CHAPTER 3301-51.

H. THE SCHOOL SHALL COMPLY WITH CHAPTER 102 OF THE OHIO REVISED CODE AND SECTION 2921.42 OF THE OHIO REVISED CODE.

I. AS REQUIRED BY SECTION 3314.03(A)(24) OF THE OHIO REVISED CODE, THE SCHOOL SHALL COMPLY WITH SECTIONS 3302.04 [REGARDING INTERVENTION IN ACADEMIC WATCH OR EMERGENCY SCHOOL DISTRICTS OR BUILDINGS; CONTINUOUS IMPROVEMENT PLANS; ADEQUATE YEARLY PROGRESS, ETC.] AND 3302.041 [REGARDING CORRECTIVE ACTIONS REQUIRED BY ODE'S MODEL OF DIFFERENTIATED ACCOUNTABILITY] OF THE OHIO REVISED CODE, EXCEPT THAT ANY ACTION REQUIRED TO BE TAKEN BY A SCHOOL DISTRICT PURSUANT TO THOSE SECTIONS SHALL BE TAKEN BY THE SPONSOR (EXCEPT THAT THE SPONSOR SHALL NOT BE REQUIRED TO TAKE ANY ACTION DESCRIBED IN DIVISION (F) OF SECTION 3302.04 OF THE OHIO REVISED CODE).

J. EDUCATIONAL PROGRAM

1. EXCEPT AS OTHERWISE AGREED BY THE PARTIES, THE SCHOOL SHALL OPERATE IN COMPLIANCE WITH EXHIBIT 1 ("EDUCATIONAL PLAN"), WHICH EXHIBIT IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, INCLUDING BUT NOT LIMITED TO PROVISIONS CONTAINED THEREIN CONCERNING THE SCHOOL'S MISSION, THE CHARACTERISTICS OF THE STUDENTS THE SCHOOL IS EXPECTED TO ATTRACT, THE AGES AND GRADES OF STUDENTS, AND THE FOCUS OF THE CURRICULUM.

2. THE SCHOOL SHALL PROVIDE "LEARNING OPPORTUNITIES" TO A MINIMUM OF TWENTY-FIVE STUDENTS FOR A MINIMUM OF NINE HUNDRED TWENTY HOURS PER SCHOOL YEAR.

(a) "LEARNING OPPORTUNITIES" ARE DEFINED AS INCLUDING ALL OF THE FOLLOWING: CONVENTIONAL CLASSROOM-BASED COURSEWORK; INTERNET-BASED COURSEWORK DELIVERED IN THE CLASSROOMS OF THE SCHOOL OR OTHER LOCATIONS; TUTORING; INNOVATIVE NON-CLASSROOM-BASED LEARNING EXPERIENCES, WHICH MAY INCLUDE BUT NEED NOT BE LIMITED TO EXPERIENCES RELATED TO COMMUNITY SERVICE, INTERNSHIPS, AND EMPLOYMENT; ORIENTATION ACTIVITIES THAT INTRODUCE STUDENTS TO THE EDUCATIONAL PROGRAM OF THE SCHOOL (INCLUDING THE USE OF TECHNOLOGY); ACTIVITIES DESIGNED TO ADDRESS PERSONAL, EMOTIONAL, FAMILY, AND SOCIAL ISSUES THAT MAY OTHERWISE IMPEDE LEARNING;

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MISCELLANEOUS STUDENT-TEACHER INTERACTIONS; INDEPENDENTLY-COMPLETED SCHOOL ASSIGNMENTS; AND, SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE SPONSOR, OTHER CURRICULUM AND EDUCATIONAL ACTIVITIES AS AUTHORIZED BY THE SCHOOL TO MEET THE NEEDS OF ITS STUDENTS.

(b) LEARNING OPPORTUNITIES SHALL ALSO INCLUDE ACTIVITIES ENGAGED IN BY STUDENTS IN CONFORMANCE WITH THE SCHOOL'S CREDIT FLEXIBILITY PLAN.

(c) THE LEARNING OPPORTUNITIES PROVIDED TO ANY GIVEN STUDENT MAY BE CUSTOMIZED FROM AMONG THOSE OFFERED BY THE SCHOOL IN ORDER TO SERVE THE INDIVIDUAL STUDENT'S NEEDS.

(d) A STUDENT'S PARTICIPATION SHALL BE DETERMINED JOINTLY BY THE STUDENT'S TEACHERS AND THE SCHOOL'S ADMINISTRATORS BASED UPON ATTENDANCE, PARTICIPATION LOGS, PERFORMANCE, WORK PRODUCTS SUBMITTED BY THE STUDENT, AND/OR OTHER CRITERIA ESTABLISHED BY THE SCHOOL.

(e) EXCEPT AS OTHERWISE PERMITTED BY LAW, LEARNING OPPORTUNITIES SHALL BE PROVIDED BY OR SUPERVISED BY A LICENSED TEACHER, GOAL ORIENTED, AND CERTIFIED BY A LICENSED TEACHER AS MEETING THE CRITERIA ESTABLISHED FOR COMPLETING THE LEARNING OPPORTUNITY.

(f) THE LEARNING OPPORTUNITIES PROVIDED BY THE SCHOOL SHALL NOT PRIMARILY CONSIST OF "NONCLASSROOM-BASED LEARNING OPPORTUNITIES PROVIDED VIA AN INTERNET- OR OTHER COMPUTER-BASED INSTRUCTIONAL METHOD THAT DOES NOT RELY ON REGULAR CLASSROOM INSTRUCTION OR VIA COMPREHENSIVE INSTRUCTIONAL METHODS THAT INCLUDE INTERNET-BASED, OTHER COMPUTER-BASED, AND NONCOMPUTER-BASED LEARNING OPPORTUNITIES" IN WHICH STUDENTS PARTICIPATE PRIMARILY FROM THEIR RESIDENCES (R.C. 3314.02(A)(7))

3. THE SCHOOL SHALL COMPLY WITH SECTIONS 3313.61 [RIGHT TO DIPLOMA], 3313.611 [ADULT EDUCATION DIPLOMA], AND 3313.614 [ALTERNATIVE CONDITIONS FOR AWARD OF DIPLOMA] OF THE OHIO REVISED CODE AS APPLICABLE, EXCEPT THAT FOR STUDENTS WHO ENTER NINTH GRADE FOR THE FIRST TIME BEFORE JULY 1, 2010, THE REQUIREMENT IN SECTIONS 3313.61 AND 3313.611 OF THE OHIO REVISED CODE THAT A PERSON MUST SUCCESSFULLY COMPLETE THE CURRICULUM IN ANY HIGH SCHOOL PRIOR TO RECEIVING A HIGH SCHOOL DIPLOMA MAY BE MET BY COMPLETING THE CURRICULUM ADOPTED BY THE GOVERNING AUTHORITY OF THE SCHOOL RATHER THAN THE CURRICULUM SPECIFIED IN TITLE XXXIII OF THE OHIO REVISED CODE OR ANY RULES OF THE STATE BOARD OF EDUCATION. BEGINNING WITH STUDENTS WHO ENTER NINTH GRADE FOR THE FIRST TIME ON OR AFTER JULY 1, 2010, THE REQUIREMENT IN SECTIONS 3313.61 AND 3313.611 OF THE OHIO REVISED CODE THAT A PERSON MUST SUCCESSFULLY COMPLETE THE CURRICULUM OF A HIGH SCHOOL PRIOR TO RECEIVING A HIGH SCHOOL DIPLOMA SHALL BE MET BY COMPLETING THE OHIO CORE CURRICULUM PRESCRIBED IN DIVISION (C) OF SECTION 3313.603 OF THE OHIO REVISED CODE, UNLESS THE PERSON QUALIFIES UNDER DIVISION (D) OR (F) OF THAT SECTION. THE SCHOOL SHALL COMPLY WITH THE PLAN FOR AWARDDING HIGH SCHOOL CREDIT BASED ON DEMONSTRATION OF SUBJECT AREA COMPETENCY, ADOPTED BY THE STATE BOARD OF EDUCATION UNDER DIVISION (J) OF SECTION 3313.603 [CREDIT FLEXIBILITY] OF THE OHIO REVISED CODE.

**K. ADMISSION TO THE SCHOOL**

1. SUBJECT TO CAPACITY LIMITATIONS, AND EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SCHOOL SHALL ADMIT STUDENTS WHO ARE ENTITLED TO ATTEND SCHOOL IN A SCHOOL DISTRICT IN OHIO AND WHO RESIDE IN THE DISTRICT IN WHICH THE SCHOOL IS LOCATED. CONSISTENT WITH THE FOREGOING, THE BOARD OF DIRECTORS SHALL ADOPT ADMISSION POLICIES AND PROCEDURES THAT COMPLY WITH SECTIONS 3314.06 AND, IF APPLICABLE, 3314.061 OF THE OHIO REVISED CODE, THE ADMISSION STANDARDS OF EACH OF WHICH SECTIONS ARE INCORPORATED BY REFERENCE HEREIN TO THE EXTENT APPLICABLE.



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2. THE SCHOOL SHALL SEEK TO ACHIEVE RACIAL AND ETHNIC BALANCE REFLECTIVE OF THE COMMUNITY IT SERVES BY PUBLICIZING AND MARKETING THE SCHOOL IN, AND RECRUITING STUDENTS FROM, ALL SEGMENTS OF SUCH COMMUNITY.

L. FINANCIAL PLAN

1. EXCEPT AS OTHERWISE PROVIDED HEREIN OR AS SEPARATELY AGREED BY THE PARTIES, THE SCHOOL SHALL OPERATE IN COMPLIANCE WITH EXHIBIT 2 ("FINANCIAL PLAN"), WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, WHICH ESTABLISHES AN ESTIMATED SCHOOL BUDGET FOR EACH YEAR OF THE TERM OF THIS CONTRACT AND A TOTAL ESTIMATED PER PUPIL EXPENDITURE AMOUNT FOR EACH SUCH YEAR.

2. THE SCHOOL SHALL BE AUDITED BY THE AUDITOR OF STATE. FINANCIAL RECORDS OF THE SCHOOL SHALL BE MAINTAINED IN THE SAME MANNER AS ARE FINANCIAL RECORDS OF SCHOOL DISTRICTS AND PURSUANT TO RULES OF THE AUDITOR OF STATE. AUDITS SHALL BE CONDUCTED IN ACCORDANCE WITH SECTION 117.10 OF THE OHIO REVISED CODE.

3. THE SCHOOL SHALL COMPLY WITH POLICIES AND PROCEDURES REGARDING INTERNAL FINANCIAL CONTROLS THAT ARE SATISFACTORY TO THE SPONSOR AND SHALL COMPLY WITH THE REQUIREMENTS AND PROCEDURES FOR FINANCIAL AUDITS BY THE AUDITOR OF STATE.

4.

M. MANAGEMENT AND ADMINISTRATION

1. MEMBERS OF THE BOARD OF DIRECTORS OF THE SCHOOL MAY BE REMOVED OR APPOINTED FROM TIME TO TIME IN ACCORDANCE WITH THE SCHOOL'S GOVERNING DOCUMENTS AND CONSISTENT WITH THE CRITERIA ESTABLISHED HEREIN (OR AS OTHERWISE AGREED BY THE PARTIES).

2. EXCEPT AS OTHERWISE AGREED BY THE PARTIES, ADMINISTRATION AND MANAGEMENT OF THE SCHOOL SHALL BE AS SET FORTH IN EXHIBIT 3 ("MANAGEMENT AND ADMINISTRATION PLAN"), WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN, AND IN THE EDUCATIONAL PLAN.

3. THE SCHOOL SHALL COMPLY WITH THE PROCEDURES SET FORTH IN THE MANAGEMENT AND ADMINISTRATION PLAN FOR RESOLVING DISPUTES OR DIFFERENCE OF OPINION BETWEEN IT AND THE SPONSOR.

4. CLASSROOM TEACHERS SHALL BE CERTIFIED/LICENSED IN ACCORDANCE WITH SECTIONS 3319.22 TO 3319.31 OF THE OHIO REVISED CODE, EXCEPT THAT NON-CERTIFIED/NON-LICENSED PERSONS MAY TEACH UP TO TWELVE HOURS PER WEEK PURSUANT TO SECTION 3319.301 OF THE OHIO REVISED CODE. THE REQUIREMENT OF CERTIFICATION OR LICENSURE MAY BE FULFILLED BY EITHER A TEACHING CERTIFICATE/LICENSE OR TEMPORARY OR INTERIM TEACHING CERTIFICATE/LICENSE AS ISSUED BY THE OHIO DEPARTMENT OF EDUCATION.

N. ASSESSMENT AND ACCOUNTABILITY

1. THE SCHOOL SHALL ASSESS STUDENT ACHIEVEMENT, AND THE SCHOOL'S SUCCESS SHALL BE EVALUATED, ACCORDING TO ACADEMIC GOALS ESTABLISHED IN, AND USING THE METHODS OF MEASUREMENT IDENTIFIED IN, THE EDUCATIONAL PLAN AND IN EXHIBIT 4 ("ASSESSMENT AND ACCOUNTABILITY PLAN," ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN).

2. THE SCHOOL'S BOARD OF DIRECTORS SHALL SUBMIT A REPORT OF ITS ACTIVITIES AND PROGRESS IN MEETING ACADEMIC GOALS AND PERFORMANCE STANDARDS CONTAINED IN THE EDUCATIONAL PLAN AND THE ASSESSMENT AND ACCOUNTABILITY PLAN, AND OF THE SCHOOL'S FINANCIAL STATUS, TO THE SPONSOR AND TO THE PARENTS OF ALL STUDENTS ENROLLED IN THE SCHOOL WITHIN FOUR MONTHS AFTER THE END OF EACH SCHOOL YEAR.

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3. THE SCHOOL SHALL PROMPTLY NOTIFY SPONSOR OF ANY EVENT OR CIRCUMSTANCE THAT REASONABLY MAY BE EXPECTED TO HAVE A SIGNIFICANT ADVERSE IMPACT ON THE OPERATIONS, ASSETS, OR REPUTATION OF THE SCHOOL.
  4. THE SCHOOL ACKNOWLEDGES THAT TIMELY REPORTING OF DATA AND TIMELY RESPONSE TO REQUESTS FROM OVERSIGHT BODIES, INCLUDING BUT NOT LIMITED TO THE SPONSOR, OHIO AUDITOR OF STATE AND OHIO DEPARTMENT OF EDUCATION, ARE OF PARAMOUNT IMPORTANCE.
  5. THE SPONSOR SHALL BE ALLOWED TO OBSERVE THE SCHOOL IN OPERATION AT SPONSOR'S REQUEST AND SHALL BE ALLOWED ACCESS FOR SUCH SITE VISITS OR OTHER IMPROMPTU VISITS AS SPONSOR DEEMS ADVISABLE OR NECESSARY.
- O. THE SCHOOL SHALL OPERATE IN CONFORMANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, INCLUDING APPLICABLE RULES PROMULGATED BY THE OHIO DEPARTMENT OF EDUCATION.
- P. IF THE SCHOOL RECEIVES MONEYS FROM A GRANT AWARDED UNDER THE FEDERAL "RACE TO THE TOP" PROGRAM, DIVISION (A), TITLE XIV, SECTIONS 14005 AND 14006 OF THE "AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009," PUB. L. NO. 111-5, 123 STAT. 115, THE SCHOOL'S TEACHERS WILL BE PAID BASED UPON PERFORMANCE IN ACCORDANCE WITH SECTION 3317.141 OF THE OHIO REVISED CODE AND THE SCHOOL WILL COMPLY WITH SECTION 3319.111 OF THE OHIO REVISED CODE AS IF IT WERE A SCHOOL DISTRICT.
- Article V - Responsibilities of the SPONSOR
- A. THROUGHOUT THE TERM, THE SPONSOR SHALL SUPPORT THE SCHOOL'S ESTABLISHMENT AND OPERATION BY CONVERTING TO THE SCHOOL'S USE CERTAIN RESOURCES PREVIOUSLY UTILIZED BY THE SPONSOR, INCLUDING BUT NOT LIMITED TO PORTIONS OF THE SPONSOR'S FACILITIES, STAFF, EQUIPMENT, INSTRUCTIONAL MATERIALS, CURRICULUM, AND EDUCATIONAL STRATEGY, IF AND AS DETERMINED TO BE APPROPRIATE BY THE SPONSOR IN THE SPONSOR'S SOLE DISCRETION.
- B. ASSESSMENT AND ACCOUNTABILITY AS REQUIRED BY SECTION 3314.03(D) OF THE OHIO REVISED CODE, THE SPONSOR SHALL DO ALL OF THE FOLLOWING:
1. MONITOR THE SCHOOL'S COMPLIANCE WITH ALL LAWS APPLICABLE TO THE SCHOOL AND WITH THE TERMS OF THIS CONTRACT;
  2. MONITOR AND EVALUATE THE ACADEMIC AND FISCAL PERFORMANCE AND THE ORGANIZATION AND OPERATION OF THE SCHOOL ON AT LEAST AN ANNUAL BASIS;
  3. REPORT ON AN ANNUAL BASIS THE RESULTS OF THE EVALUATION CONDUCTED UNDER THE SUBSECTION OF THIS CONTRACT IMMEDIATELY ABOVE TO THE DEPARTMENT OF EDUCATION AND TO THE PARENTS OF STUDENTS ENROLLED IN THE SCHOOL;
  4. PROVIDE TECHNICAL ASSISTANCE TO THE SCHOOL IN COMPLYING WITH LAWS APPLICABLE TO THE SCHOOL AND TERMS OF THIS CONTRACT;
  5. TAKE STEPS TO INTERVENE IN THE SCHOOL'S OPERATION TO CORRECT PROBLEMS IN THE SCHOOL'S OVERALL PERFORMANCE, DECLARE THE SCHOOL TO BE ON PROBATIONARY STATUS PURSUANT TO SECTION 3314.073 OF THE OHIO REVISED CODE, SUSPEND THE OPERATION OF THE SCHOOL PURSUANT TO SECTION 3314.072 OF THE OHIO REVISED CODE, OR TERMINATE THIS CONTRACT PURSUANT TO SECTION 3314.07 OF THE OHIO REVISED CODE AS DETERMINED NECESSARY BY THE SPONSOR;
  6. HAVE IN PLACE A PLAN OF ACTION TO BE UNDERTAKEN IN THE EVENT THE SCHOOL EXPERIENCES FINANCIAL DIFFICULTIES OR CLOSES PRIOR TO THE END OF A SCHOOL YEAR.
  7. IF THE SPONSOR LEARNS THAT THE SCHOOL HAS RECEIVED OR MAY RECEIVE A DESIGNATION OF "UNAUDITABLE" FROM THE OHIO AUDITOR OF STATE, THE SCHOOL SHALL BE SUBJECT TO PROBATIONARY STATUS, SUSPENSION OF OPERATIONS, TERMINATION OR NONRENEWAL OF THE CONTRACT.
- C. A REPRESENTATIVE OF THE SPONSOR KNOWLEDGEABLE IN SCHOOL FINANCE (BASED ON EDUCATION OR EXPERIENCE), SHALL MEET WITH THE BOARD OF DIRECTORS OR TREASURER OF THE

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SCHOOL AND SHALL REVIEW THE FINANCIAL AND ENROLLMENT RECORDS OF THE SCHOOL AT LEAST ONCE EVERY MONTH, AS REQUIRED BY SECTION 3314.023 OF THE OHIO REVISED CODE

- D. THE SPONSOR SHALL COMPLY WITH THE PROCEDURES SET FORTH IN THE MANAGEMENT AND ADMINISTRATION PLAN FOR RESOLVING DISPUTES OR DIFFERENCE OF OPINION BETWEEN IT AND THE SCHOOL.
- E. AS REQUIRED BY SECTION 3314.03(A)(24) OF THE OHIO REVISED CODE, THE SPONSOR SHALL TAKE ANY ACTION REQUIRED TO BE TAKEN BY A SCHOOL DISTRICT PURSUANT TO SECTIONS 3302.04 [REGARDING INTERVENTION IN ACADEMIC WATCH OR EMERGENCY SCHOOL DISTRICTS OR BUILDINGS; CONTINUOUS IMPROVEMENT PLANS; ADEQUATE YEARLY PROGRESS, ETC.] AND 3302.041 [REGARDING CORRECTIVE ACTIONS REQUIRED BY ODE'S MODEL OF DIFFERENTIATED ACCOUNTABILITY] OF THE OHIO REVISED CODE, EXCEPT THAT THE SPONSOR SHALL NOT BE REQUIRED TO TAKE ANY ACTION DESCRIBED IN DIVISION (F) OF SECTION 3302.04.
- F. EXCEPT AS OTHERWISE AGREED BY THE PARTIES AND NOT PROHIBITED BY A COLLECTIVE BARGAINING AGREEMENT APPLICABLE TO THE EMPLOYEES, THE SPONSOR BOARD OF EDUCATION SHALL PERFORM ALL OF THE DUTIES AND RESPONSIBILITIES OF AN EMPLOYER WITH RESPECT TO SUCH EMPLOYEES. ANY COSTS ASSOCIATED WITH THE SPONSOR BOARD OF EDUCATION'S PERFORMANCE OF THE FOREGOING DUTIES AND RESPONSIBILITIES SHALL BE PAID BY THE SCHOOL.
- G. ARTICLE VI - PAYMENTS BETWEEN THE PARTIES; PURCHASE OF SERVICES
- H. IF AND AS AGREED BY THE PARTIES, THE SCHOOL SHALL PURCHASE SPECIAL EDUCATION AND RELATED SERVICES FROM THE SPONSOR. THE RESULTING ALLOCATION OF RESPONSIBILITIES BETWEEN THE SPONSOR AND THE SCHOOL WITH RESPECT TO SUCH SERVICES SHALL NOT ALTER THE STATUS OF THE SCHOOL AS THE "SCHOOL DISTRICT OF RESIDENCE" FOR THESE PURPOSES PURSUANT TO OHIO ADMIN. CODE §3301-51-01. IN THE EVENT OF A SPECIAL EDUCATION RELATED COMPLAINT TO THE OHIO DEPARTMENT OF EDUCATION OR THE OFFICE FOR CIVIL RIGHTS OR A SPECIAL EDUCATION RELATED DUE PROCESS HEARING (AND ANY SUBSEQUENT APPEALS) INVOLVING A STUDENT ENROLLED IN THE SCHOOL, THE SCHOOL AND THE SPONSOR SHALL EACH BEAR ITS OWN COSTS IN CONNECTION WITH SUCH PROCEEDINGS.
- I. IF THE SPONSOR PERFORMS PAYROLL FUNCTIONS FOR THE SCHOOL, THE SCHOOL SHALL REIMBURSE THE SPONSOR FOR THE ACTUAL COSTS INCURRED BY THE SPONSOR IN COMPENSATING AND PROVIDING BENEFITS TO SCHOOL EMPLOYEES, TOGETHER WITH ANY FEES REASONABLY ASSESSED BY THE SPONSOR.
- J. IF AND AS AGREED BY THE PARTIES, THE SCHOOL SHALL PURCHASE OTHER SERVICES FROM THE SPONSOR, WHICH SERVICES MAY INCLUDE BUT NEED NOT BE LIMITED TO EDUCATIONAL, ADMINISTRATIVE, FISCAL, TECHNOLOGICAL, EMIS, AND/OR OTHER SERVICES.
- K. PURSUANT TO THE AUTHORITY GRANTED BY SECTION 3314.03(C) OF THE OHIO REVISED CODE, THE SCHOOL SHALL ANNUALLY, IN JUNE OF EACH YEAR, PAY TO SPONSOR FROM THE FUNDING PROVIDED TO THE SCHOOL BY THE OHIO DEPARTMENT OF EDUCATION PURSUANT TO SECTION 3314.08 OF THE OHIO REVISED CODE, ALL OF THE SCHOOL'S UNENCUMBERED GENERAL FUND BALANCE, EXCEPT THAT IF, AS OF JUNE 30, THE SCHOOL IS REQUIRED, BY THE TERMS OF THIS CONTRACT OR ANY SPONSORSHIP CONTRACT SUBSEQUENTLY ENTERED INTO BETWEEN THE PARTIES, TO CONTINUE TO OPERATE AS A COMMUNITY SCHOOL IN THE IMMEDIATELY SUCCEEDING ACADEMIC YEAR, THEN THE SCHOOL SHALL RETAIN SUFFICIENT FUNDS TO COVER THE SCHOOL'S EXPENDITURES, AS PROJECTED BY THE SPONSOR, THROUGH SEPTEMBER 30 OF SUCH YEAR (I.E., THE SCHOOL SHALL RETAIN THAT AMOUNT OF FUNDING THAT WILL COVER THE OPERATING COSTS OF THE SCHOOL FOR THE MONTHS OF JULY, AUGUST, AND SEPTEMBER, AS PROJECTED BY THE SPONSOR). IN THE EVENT THAT THE AMOUNT SO RETAINED BY THE SCHOOL IS INSUFFICIENT TO COVER THE SCHOOL'S ACTUAL COSTS FOR SUCH PERIOD, THE SPONSOR MAY, IN ITS SOLE DISCRETION, MAKE A GRANT OF FUNDS TO THE SCHOOL. THE PAYMENTS DUE TO THE SPONSOR UNDER THIS PARAGRAPH ARE INTENDED BY THE PARTIES TO COMPENSATE THE SPONSOR FOR MISCELLANEOUS RESOURCES AND SERVICES PROVIDED BY THE SPONSOR TO THE SCHOOL FOR WHICH THE SPONSOR IS NOT OTHERWISE COMPENSATED HEREUNDER OR UNDER SEPARATE CONTRACTS BETWEEN THE PARTIES AS WELL AS TO REDUCE POTENTIAL HARM TO SPONSOR'S STUDENTS RESULTING FROM THE DIVERSION OF FUNDING FROM THE SPONSOR TO THE SCHOOL. SUCH PAYMENTS ARE NOT FOR SPONSOR'S OVERSIGHT OR MONITORING OF THE SCHOOL. THE PARTIES RECOGNIZE THAT THE FUNDS THUS PAID HEREUNDER BY THE SCHOOL TO THE SPONSOR MAY IN A GIVEN YEAR BE GREATER OR LESS THAN THE VALUE OF THE RESOURCES AND SERVICES PROVIDED TO THE SCHOOL BY THE SPONSOR IN THAT YEAR. THE PARTIES EACH HAVE DETERMINED THAT ALLOCATING THEIR RESPECTIVE RESOURCES IN THIS MANNER SERVES THEIR INDIVIDUAL AND MUTUAL INTERESTS IN THE EDUCATIONAL WELFARE OF THE STUDENTS

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COLLECTIVELY EDUCATED BY THE PARTIES. THE AMOUNT RETAINED BY THE SCHOOL PURSUANT TO THIS PARAGRAPH MAY BE VARIED IN ANY GIVEN YEAR BY AGREEMENT OF THE PARTIES.

- L. AS PERMITTED BY APPLICABLE LAW, INCLUDING SECTION 3314.03(C) OF THE OHIO REVISED CODE, THE SCHOOL MAY PERIODICALLY, IN THE DISCRETION OF ITS BOARD OF DIRECTORS, ELECT TO MAKE OTHER PAYMENTS TO THE SPONSOR FOR ANY PURPOSE DEEMED APPROPRIATE BY THE BOARD OF DIRECTORS, IN ITS EXCLUSIVE DISCRETION, EXCEPT THAT THE SCHOOL SHALL NOT MAKE PAYMENTS TO THE SPONSOR FOR SPONSOR'S OVERSIGHT AND MONITORING OF THE SCHOOL IN EXCESS OF THREE PERCENT OF THE TOTAL AMOUNT OF PAYMENTS FOR OPERATING EXPENSES THAT THE SCHOOL RECEIVES FROM THE STATE. CONVERSELY, THE SPONSOR MAY, IN THE DISCRETION OF ITS BOARD OF EDUCATION, PERIODICALLY ELECT TO UTILIZE LOCAL FUNDS TO MAKE ENHANCEMENT GRANTS TO THE SCHOOL FOR ANY PURPOSE WHICH THE BOARD OF EDUCATION, IN ITS EXCLUSIVE DISCRETION, DEEMS APPROPRIATE.

## Article VII - Renewal of Contract

- A. PROVIDED THIS CONTRACT HAS NOT BEEN TERMINATED OR NONRENEWED BY THE SPONSOR AS PROVIDED HEREIN OR AS OTHERWISE PERMITTED BY LAW, AND FURTHER PROVIDED THAT THE SPONSOR HAS DETERMINED THAT THE SCHOOL'S COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF THIS CONTRACT AND THE SCHOOL'S PROGRESS IN MEETING THE ACADEMIC GOALS PRESCRIBED HEREIN HAVE BEEN SATISFACTORY, THIS CONTRACT MAY BE RENEWED BY AFFIRMATIVE ACTION OF THE PARTIES IN THE EVENT THAT THIS CONTRACT IS TERMINATED OR NONRENEWED BY THE SPONSOR AS PROVIDED HEREIN OR AS OTHERWISE PERMITTED BY LAW, THE SCHOOL AGREES NOT TO CONTEST SUCH TERMINATION OR NONRENEWAL IN ANY FORUM, AND THE SCHOOL FURTHER AGREES THAT THE EXERCISE OF SUCH OPTION SHALL NOT BE CONSIDERED, NOR SHALL IT GIVE RISE TO ANY RIGHTS ON THE PART OF THE SCHOOL ASSOCIATED WITH, A "TERMINATION" OR "NONRENEWAL" AS SUCH TERM IS USED IN CONNECTION WITH COMMUNITY SCHOOL SPONSORSHIP CONTRACTS IN SECTION 3314.07 OR ANY OTHER SECTION OF THE OHIO REVISED CODE, WHICH RIGHTS ARE HEREBY EXPRESSLY WAIVED BY THE SCHOOL.
- B. IN THE EVENT THAT THIS CONTRACT IS TERMINATED OR NOT RENEWED FOR ANY REASON, THE SCHOOL SHALL NOT ENTER INTO A COMMUNITY SCHOOL SPONSORSHIP CONTRACT WITH ANY OTHER SPONSOR, NOR SHALL IT IN ANY OTHER WAY CONTINUE IN OPERATION AS A SCHOOL, WITHOUT PRIOR WRITTEN APPROVAL OF SPONSOR. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT.

## Article VIII - Miscellaneous Provisions

- A. THE SPONSOR AND THE SCHOOL SHALL COLLABORATE IN THEIR PERFORMANCE OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER AND MAY PERIODICALLY MODIFY, AS MUTUALLY AGREED BY THEM AND AS PERMITTED BY LAW, THE ALLOCATION OF RESPONSIBILITIES AND FUNDING AS BETWEEN THEM. THE SPONSOR AND THE SCHOOL SHALL ADDITIONALLY COLLABORATE TO DEVELOP AND MODIFY, AS MUTUALLY AGREED BY THEM AND PERMITTED BY LAW, THE SCHOOL'S EDUCATIONAL PROGRAM, FINANCIAL PROTOCOLS, GOVERNANCE AND ADMINISTRATIVE STRUCTURES, AND ASSESSMENT AND ACCOUNTABILITY CRITERIA AND PROCEDURES, AS WELL AS ANY OTHER ASPECT OF THE SCHOOL'S OPERATIONS. SUCH CHANGES ARE EXPRESSLY CONTEMPLATED BY THE PARTIES, SHALL NOT REQUIRE WRITTEN MODIFICATION OF THIS CONTRACT, AND ONCE AGREED TO BY THE PARTIES MAY THEREAFTER BE INCLUDED IN ANY DESCRIPTION OF THE SCHOOL.
- B. CONSISTENT WITH SECTIONS 9.482 AND 3313.842, AND CHAPTER 3314, OF THE OHIO REVISED CODE, THE PARTIES MAY BY AGREEMENT JOINTLY ESTABLISH AND OPERATE VARIOUS PROGRAMS.
- C. SPONSOR EMPLOYEES WHO PROVIDE SERVICES TO THE SCHOOL AS PROVIDED HEREUNDER, OR PURSUANT TO ANY OTHER AGREEMENT BETWEEN THE PARTIES, SHALL DO SO IN THEIR OFFICIAL CAPACITIES AS SPONSOR EMPLOYEES AND FOR THE PURPOSE OF REPRESENTING AND FURTHERING THE SPONSOR BOARD OF EDUCATION'S INTERESTS.
- D. THE PARTIES ACKNOWLEDGE THAT UNDER THE TERMS OF THIS CONTRACT THEY WILL BE EXCHANGING PERSONALLY IDENTIFIABLE STUDENT INFORMATION. EACH PARTY AGREES THAT IT WILL NOT RELEASE EDUCATIONAL RECORDS TO THIRD PARTIES EXCEPT AS PERMITTED BY THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA," 20 U.S.C. 1232g, 34 C.F.R. PART 99) AND SECTION 3319.321 OF THE OHIO REVISED CODE. THE PARTIES SHALL USE REASONABLE METHODS TO ENSURE THAT THEIR RESPECTIVE OFFICIALS OBTAIN ACCESS TO ONLY THOSE EDUCATION RECORDS IN WHICH THEY HAVE LEGITIMATE EDUCATIONAL INTERESTS.
- E. IN THE EVENT THAT A CHANGE IN APPLICABLE FEDERAL, STATE, OR LOCAL LAW, OR A CHANGE IN THE INTERPRETATION OF THE SAME, IS INCONSISTENT WITH THE TERMS OF THIS CONTRACT, SUCH LAW SHALL BE DEEMED TO HAVE SUPERSEDED THE INCONSISTENT TERMS, AND THE PARTIES SHALL IN GOOD FAITH NEGOTIATE MODIFICATIONS TO THIS CONTRACT FOR THE PURPOSE OF PRESERVING THEIR RESPECTIVE INTERESTS. IF THE PARTIES CANNOT AGREE UPON SUCH ADDITIONAL

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MODIFICATIONS, THE SPONSOR MAY TERMINATE THIS CONTRACT UPON SIXTY DAYS NOTICE TO THE SCHOOL.

- F. PURSUANT TO SECTION 3314.03(A)(20) OF THE OHIO REVISED CODE, THE PARTIES RECOGNIZE THE AUTHORITY OF THE OHIO DEPARTMENT OF EDUCATION TO TAKE OVER THE SPONSORSHIP OF THE SCHOOL IN ACCORDANCE WITH THE PROVISIONS OF DIVISION (C) OF SECTION 3314.015 OF THE OHIO REVISED CODE. PURSUANT TO SECTION 3314.03(A)(21) OF THE OHIO REVISED CODE, THE PARTIES RECOGNIZE THE AUTHORITY OF THE SPONSOR TO ASSUME THE OPERATION OF THE SCHOOL UNDER THE CONDITIONS SPECIFIED IN DIVISION (B) OF SECTION 3314.073 OF THE OHIO REVISED CODE.
- G. PURSUANT TO SECTION 3314.03(A)(22) OF THE OHIO REVISED CODE, THE PARTIES RECOGNIZE (i) 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, AND (ii) THE AUTHORITY OF THE DEPARTMENT OF EDUCATION AS THE COMMUNITY SCHOOL OVERSIGHT BODY TO SUSPEND THE OPERATION OF THE SCHOOL UNDER SECTION 3314.072 OF THE OHIO REVISED CODE 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.
- H. THE SCHOOL ACKNOWLEDGES AND AGREES THAT A DETERMINATION BY THE SPONSOR, IN ITS SOLE DISCRETION, THAT AN ACT OR FAILURE TO ACT OF THE SCHOOL IS CONTRARY TO THE BEST INTERESTS OF THE STUDENTS OR POTENTIAL STUDENTS OF THE SCHOOL, INCONSISTENT WITH THE GOALS OF THE SCHOOL AS DESCRIBED HEREIN, OR CONTRARY TO THE INTERESTS OF THE LARGER EDUCATIONAL COMMUNITY SERVED BY THE SPONSOR, SHALL CONSTITUTE "OTHER GOOD CAUSE" AS SUCH PHRASE IS USED IN SECTION 3314.07(B)(1)(D) OR ANY SIMILAR SECTION OF THE OHIO REVISED CODE.
- I. IN THE EVENT THAT, AS PROVIDED HEREIN AND AS REQUIRED OR PERMITTED BY LAW, EITHER PARTY GIVES NOTICE OF NON-RENEWAL, OR THE SCHOOL DETERMINES TO DISCONTINUE OPERATIONS FOR ANY REASON, OR THE SPONSOR DETERMINES TO TAKE STEPS TO INTERVENE IN THE SCHOOL'S OPERATION TO CORRECT PROBLEMS IN THE SCHOOL'S OVERALL PERFORMANCE, OR TO DECLARE THE SCHOOL TO BE ON PROBATIONARY STATUS PURSUANT TO SECTION 3314.073 OF THE OHIO REVISED CODE, OR TO SUSPEND THE OPERATION OF THE SCHOOL PURSUANT TO SECTION 3314.072 OF THE OHIO REVISED CODE, OR TO TERMINATE THIS CONTRACT PURSUANT TO SECTION 3314.07 OF THE OHIO REVISED CODE OR AS OTHERWISE PERMITTED BY THIS CONTRACT, OR TO ASSUME THE OPERATION OF THE SCHOOL PURSUANT TO DIVISION (B) OF SECTION 3314.073 OF THE OHIO REVISED CODE, OR TO MODIFY THE YEAR OF THIS CONTRACT'S EXPIRATION AS PERMITTED BY ARTICLE III OF THIS CONTRACT, OR IF, PURSUANT TO ANY OTHER AUTHORITY AND FOR ANY OTHER REASON, THE SCHOOL'S FACILITIES WILL BE CLOSED OR ITS OPERATIONS DISCONTINUED, THEN, IMMEDIATELY UPON GIVING OR RECEIVING NOTICE OF NON-RENEWAL, OR DETERMINING TO DISCONTINUE OPERATIONS, OR RECEIVING NOTICE FROM THE SPONSOR OR ANY OTHER AUTHORITY THAT ANY OF THE FOREGOING ACTIONS ARE IMPENDING, OR LEARNING FROM ANY SOURCE THAT CIRCUMSTANCES EXIST THAT MAY REASONABLY BE ANTICIPATED TO RESULT IN THE CLOSURE OF THE SCHOOL'S FACILITIES OR THE DISCONTINUATION OF ITS OPERATIONS, THE SCHOOL SHALL, TO THE EXTENT PERMITTED BY LAW AND CONSISTENT WITH ITS AUTHORITY PURSUANT TO DIVISION (C) OF SECTION 3314.03 OF THE OHIO REVISED CODE OR OTHERWISE, TRANSFER OWNERSHIP OF AND TITLE TO ALL OF ITS ASSETS TO THE SPONSOR, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW. THE SPONSOR SHALL, AS DETERMINED TO BE APPROPRIATE BY THE SPONSOR IN ITS SOLE DISCRETION, UTILIZE SUCH ASSETS TO SUPPORT THE CONTINUED OPERATIONS OF THE SCHOOL, OR, UPON THE CESSATION OF THE SCHOOL'S OPERATIONS, FOR THE PURPOSE OF OFFERING TO THE SPONSOR'S STUDENTS ALL OR ANY PORTION OF THE EDUCATIONAL PROGRAM OF THE SCHOOL, OR FOR ANY OTHER EDUCATIONAL PURPOSE.
- J. IN THE EVENT THAT THE SCHOOL PERMANENTLY CLOSES AND CEASES ITS OPERATION AS A COMMUNITY SCHOOL, ANY REMAINING ASSETS OF THE SCHOOL SHALL BE DISTRIBUTED IN ACCORDANCE WITH SECTION 3314.074 OF THE OHIO REVISED CODE, AS APPLICABLE, AND WITH THE SCHOOL'S ARTICLES OF INCORPORATION, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, THE SCHOOL INTENDS THAT ITS ASSETS INURE TO THE BENEFIT OF THE NORWOOD CITY SCHOOL DISTRICT.
- K. THE SCHOOL ACKNOWLEDGES THAT ANY BREACH BY IT OF ANY OF THE COVENANTS AND AGREEMENTS CONTAINED IN THIS CONTRACT, INCLUDING BUT NOT LIMITED TO THOSE IN ARTICLE VII HEREIN, MAY CAUSE IRREPARABLE AND CONTINUING DAMAGE TO THE SPONSOR, THE EXACT AMOUNT OF WHICH MAY BE DIFFICULT OR IMPOSSIBLE TO ASCERTAIN, AND THAT THE REMEDIES AT LAW FOR ANY SUCH BREACH MAY BE INADEQUATE. ACCORDINGLY, IN ANY SUCH EVENT, THE

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SCHOOL AGREES THAT THE SPONSOR MAY BE ENTITLED TO EQUITABLE RELIEF, IN ADDITION TO SUCH OTHER AND FURTHER REMEDIES, AS MAY BE AVAILABLE AT LAW.

- L. THIS CONTRACT SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF OHIO.
- M. THIS CONTRACT CREATES NO THIRD-PARTY BENEFICIARIES
- N. THE SCHOOL SHALL NOT ASSIGN THIS CONTRACT NOR ANY RIGHTS, DUTIES OR OBLIGATIONS DESCRIBED HEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF THE SPONSOR. THE PARTIES MAY SUBCONTRACT ANY OF THEIR RESPECTIVE DUTIES OR OBLIGATIONS HEREUNDER, EXCEPT THAT THE SCHOOL SHALL NOT, EXCEPT IF AND AS OTHERWISE EXPRESSLY PERMITTED HEREUNDER, CONTRACT WITH AN OPERATOR AS SUCH TERM IS USED IN CHAPTER 3314 OF THE OHIO REVISED CODE OR WITH A THIRD-PARTY MANAGEMENT COMPANY, WITHOUT THE PRIOR WRITTEN CONSENT OF THE SPONSOR.
- O. OPTIONAL: The rights and obligations of the parties to this agreement are subject to the following condition precedent, unless the same is waived in writing by both parties: Not later than May 15, 2014, the parties must agree in writing to amended exhibits hereto that further specify the anticipated educational program, budget, and management and administration of the SCHOOL, as well as the agreed methodology for the assessment and accountability of the SCHOOL.
- P. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND ANY MODIFICATIONS OF THIS CONTRACT MUST BE MADE AND AGREED TO IN WRITING.

IN WITNESS WHEREOF, the parties have executed this Contract through their duly-authorized representatives as of the date written below.

SPONSOR

COMMUNITY SCHOOL

ON BEHALF OF THE NORWOOD  
CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

ON BEHALF OF THE NORWOOD  
CONVERSION COMMUNITY SCHOOL

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Mr. Faulkner – Yes, Mr. Miracle – Yes, Mr. Bryant – Yes, Ms. Scott-Geraci - Yes

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**RESOLUTION 30-14 APPROVAL OF EDUCATION ITEMS**

Ms. Scott-Geraci made a motion to approve the following Education committee items. Mr. Bryant seconded the motion.

C. Code of Regulations of Norwood Conversion Community School

D. Norwood City School District/Norwood Community Conversion School Preliminary Agreement

Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Mr. Faulkner – Yes, Mr. Miracle – Yes, Mr. Bryant – Yes, Ms. Scott-Geraci - Yes

**RESOLUTION 31-14 APPROVAL OF FIELD TRIPS**

Ms. Scott-Geraci made a motion to approve the following field trips. Ms. Horsley seconded the motion.

1. Avenues to success (MS& HS) Science Maniac Club – Northern Kentucky University- Balsa Wood Bridge Competition – March 10, 2014

2. Avenues to success (8<sup>th</sup> & 9<sup>th</sup> grades) Film Production Club – Nashville Tennessee March 21-22, 2014

Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Mr. Faulkner – Yes, Mr. Miracle – Yes, Mr. Bryant – Yes, Ms. Scott-Geraci - Yes

**RESOLUTION 32-14 APPROVAL OF PURCHASE ORDER OVER \$15,000**

Mr. Miracle made a motion to approve the following purchase order over \$15,000. Mr. Faulkner seconded the motion.

Network Hardware Resale - \$30,260 – Upgrade Sharpsburg Wireless

Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Mr. Faulkner – Yes, Mr. Miracle – Yes, Mr. Bryant – Yes, Ms. Scott-Geraci - Yes

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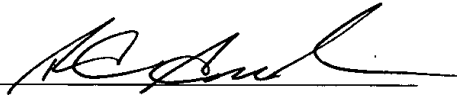
**RESOLUTION 33-14 ADJOURNMENT**

Ms. Horsley made a motion to adjourn. Mr. Bryant seconded the motion.

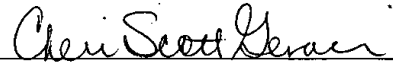
Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Mr. Faulkner – Yes, Mr. Miracle – Yes, Mr. Bryant – Yes, Ms. Scott-Geraci - Yes

Ms. Scott-Geraci adjourned the meeting at 5:34 P.M.



Rob Amodio, Interim Secretary



Cheri Scott-Geraci, President