

COMMUNITY SCHOOL SPONSORSHIP CONTRACT

FOR

The Pleasant Community Digital Academy

A CONVERSION COMMUNITY SCHOOL

This Community School Sponsorship **Renewal Contract** (hereinafter "Contract") shall be entered into **on or before the 30^h day of June 2014**, by and between the **Pleasant Local School District Board of Education** (hereinafter the "SPONSOR"), and the **Board of Directors of the Pleasant Community Digital Academy** (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

WHEREAS Chapter 3314 of the Ohio Revised Code authorizes boards of education, as SPONSORS of community SCHOOLS, to oversee the operations of community schools through the terms of SPONSOR contracts and to support such schools through the provision of services and funding; and

WHEREAS the Ohio General Assembly, through the enactment of Sections 3302.07, 3313.842, and 3315.40 of the Ohio Revised Code, and numerous other provisions, has strongly encouraged public schools to develop 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 located in **Marion, Ohio** desires to operate pursuant to the sponsorship, and under the oversight, of the SPONSOR located in **Marion, Ohio**;

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

Article I

Purpose – Continuation of Community SCHOOL

- 1.1 **Continuation of the Conversion/Site Based Community School.** This Contract is entered into pursuant to Chapter 3314 of the Ohio Revised Code, and specifically Section 3314.03 of the Ohio Revised Code, for the purpose of continuing the SCHOOL as a conversion-type, site-based community school upon the terms and conditions contained herein.
- 1.2 **School Establishment.** The SCHOOL shall be a public SCHOOL, legally separate from any SCHOOL district, and part of the state education program. **The SCHOOL is established and operated as a non-profit corporation under R.C. Chapter 1702, since established before April 8, 2003.** The SCHOOL shall maintain in good standing its status as a non-profit corporation. The SCHOOL shall hold all rights to the name of the SCHOOL and any trade names or fictitious names.
- 1.3 **Tax Exempt Status.** The SCHOOL shall operate exclusively for educational and public purposes within the meaning of Section 501(c)(3) and 170(c)(1) of the Internal Revenue Code of 1986.
- 1.4 **Corporate Documents.** See **Attachment 1.4** for the Certificate of Incorporation. Any changes or updates in any of these documents must be reported in writing to the SPONSOR within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.
- 1.5 **Prior Status.** The SCHOOL was not a non-public chartered or non-chartered SCHOOL in existence on January 1, 1997. This representation is material, and if in error, the SPONSOR may terminate this Contract.

Article II

Governing Authority/Board of Directors

- 2.1 The governing authority of the SCHOOL shall be the Pleasant Community Academy Board of Directors ("Board of Directors"), which shall have 7 members. A majority of the members of the Board of Directors shall be elected or appointed public officials or public sector employees who have a professional interest in furthering the establishment and operation of the SCHOOL, some but not all of whom may be SPONSOR SCHOOL district administrators. The Board of Directors may also include one or more parents and community civic leaders.
- 2.2 **Board.** The Board of Directors shall be composed of the following individuals:
 - Dr. John Bruno – Superintendent of SPONSOR SCHOOL
 - Cathy Waddell – Parent

- Stephanie Bosh – Kindergarten Teacher
- Joel Liles – Marion Technical College Admission’s Dean
- Lane Warner - Middle School Principal of Pleasant Local
- John Minter – Contracted Services- Special Education Consultant
- Brian Sparling – High School Principal of Pleasant Local
- Dr. Shelly Dason- Superintendent of the PCA- non voting member

2.3 Chief Administrative Officer. The Chief Administrative Officers of the SCHOOL will be called the **Principal**. Any change in the identity and/or role of the Principal shall be made in conjunction with the SPONSOR school’s Superintendent. The administration and management of the SCHOOL shall be substantially as set forth in the **Governance and Administrative Plan (attachment 2.3)** and in the **Educational Plan (attachment 4.10)**

2.4 Cooperation with SPONSOR Oversight. The Governing Authority and administration of the SCHOOL covenant and agree to cooperate fully with the SPONSOR in all activities concerning oversight of the SCHOOL as are required by laws, rules, and regulations. This includes, but not limited to:

- Bi-monthly review of financial records by the SPONSOR’s SCHOOL Treasurer.
- Site visits and file review, as determined necessary by the SPONSOR.
- Other appropriate requests for information from the SPONSOR, the Ohio Department of Education, or other applicable governmental agencies.
- Timely submission of all required or requested data into the SPONSOR’s document management system.
- Maintenance of daily attendance records.
- Maintenance of special education status, and compliance with all current and future rules, regulations, and assessments associated with such status.

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

2.6 Technical Assistance and Training by SPONSOR. The SPONSOR may provide technical assistance and training to the SCHOOL and its staff at such times and to the extent that the SPONSOR deems appropriate or as required by law. The Governing Authority or its administrators have an obligation to attend training and receive technical assistance at the direction of the SPONSOR.

2.7 Annual Contract Review. The Governing Authority agrees to meet with the SPONSOR annually to review terms and requirements of this Contract.

2.8 Liability Insurance. The Governing Authority will purchase liability insurance, or otherwise provide for the potential liability of the school.

Article III

Term of Contract

- 3.1 **Binding Contract.** This Contract shall be binding upon execution by both parties.
- 3.2 **Term.** Except as otherwise provided herein, the Term of this Contract shall be four years, commencing on the first day of the 2014-2015 academic year.
- 3.3 **Termination.** The SPONSOR may, at its sole option, accelerate the expiration of this Contract 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 30th of such year. The SCHOOL agrees not to contest in any forum the exercise of the SPONSOR's option under this paragraph, and the SCHOOL 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" of this Contract as such term is used in this Contract or in Chapter 3314 of the Ohio Revised Code.
- 3.4 **Contract Renewal.** Provided this Contract has not been terminated or nonrenewal by the SPONSOR as provided herein, 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 in this Contract have been satisfactory, this Contract shall automatically renew for successive one-year terms, except that this Contract shall not renew if either party gives written notice to the other of its intention not to renew by May 15 of the then-current renewal year
- 3.5 **Cease of Operations.** In the event that the SCHOOL permanently closes and ceases its operation as a community SCHOOL, the assets of the SCHOOL shall be distributed in accordance with Section 3314.074 of the Ohio Revised Code and the SCHOOL's Articles of Incorporation.

Article IV

Responsibilities of the SCHOOL

- 4.1 **Corporation.** The SCHOOL shall be established as a non-profit corporation pursuant to Chapter 1702 of the Revised Code as noted in section 1.2 of this Contract.
- 4.2 **Conversion SCHOOL.** The SCHOOL is a conversion school as defined in Chapter 3314 of the Ohio Revised Code. The SCHOOL's base of operation shall be located in the following portion of facilities previously utilized by the SPONSOR (or in such other facilities as agreed by the parties), which facilities shall, unless otherwise agreed by the parties, be provided and maintained by SPONSOR at no cost to the SCHOOL:

- **Pleasant Elementary School Building in Marion, Ohio; within the Pleasant Local School District in Marion Ohio.**
- By mutual agreement of the parties and as permitted by law, the SCHOOL may utilize additional portions of SPONSOR's facilities. Students shall receive instruction through a blended learning environment (technology and direct instruction) in the physical facilities of the SPONSOR.

4.3 **Liability Insurance.** The Board of Directors shall purchase liability insurance or otherwise provide for the potential liability of the SCHOOL.

4.4 **Learning Opportunities.** The SCHOOL shall provide "learning opportunities" to a **minimum of twenty-five kindergarten students (ages 5/6)** for a **minimum of nine hundred twenty hours per SCHOOL year.**

- "Learning opportunities" are defined as including orientation activities that introduce students to the educational program of the SCHOOL (including the use of technology); the SCHOOL's curriculum, which shall include internet-based and non-internet based coursework delivered in the classrooms of the SCHOOL; other curriculum adopted by the SCHOOL; student-teacher interactions; independently-completed SCHOOL assignments; and other curriculum and activities that will be established as the SCHOOL grows to meet the needs of its students in accordance with **R.C. 3314.08 (L) (2).**
- The learning opportunities provided to any given student shall be customized from among those offered by the SCHOOL in order to serve the individual student's needs.
- The students enrolled in the SCHOOL will participate in learning opportunities that consist of a combination of the following: (a) internet-based learning opportunities that are site-based (i.e., not delivered to students in their homes); and (b) non-internet based learning opportunities, which may include both conventional classroom-based coursework and nontraditional non-classroom-based learning experiences.
- The learning opportunities provided by the SCHOOL **shall not** 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." (R.C. 3314.02(A)(7))
- The SCHOOL's year shall follow the SPONOSOR's **school calendar** (See Table 1 in the Educational Plan.) **The SCHOOL will open for operation not later than the thirtieth day of September each SCHOOL year.** In its initial year of operation, if the SCHOOL fails to open by the thirtieth day of September, or

within one year after the adoption of the contract pursuant to division (D) of section 3314.02 of the Revised Code, the contract shall be void.

- If a student is chronically or habitually truant, which interferes with the learning process, the **Ohio laws will be followed by the SCHOOL, and truancy will be filed with the local court system. A student may not be automatically withdrawn from the SCHOOL since the Kindergarten Program is compulsory school age for attendance, unless reenrollment takes place at the SPONSOR school or resident school within surrounding counties, or a different community school or private school.**

4.5 Nonsectarian Program. 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.

4.6 Required ORC Elements. 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]¹; 109.65 [missing children, fingerprinting]; 121.22 [open meetings]; 149.43 [public records]; 2151.421 [child abuse reporting]; 2313.19 [employee jury duty]; 3301.0710, 3301.0711, 3301.0712, 3301.0715 [achievement and diagnostic testing]; 3313.472 (caregiver involvement in schools); 3313.50 [student hearing and vision records]; 3313.536 (school building safety plan); 3313.539 (concussions during sporting events); 3313.609 (Grade promotion/retention policy); 3313.6012 [academic prevention/intervention]; 3313.6014 (Core Curriculum); 3313.643 [eye protective devices]; 3313.648 [prohibition of payment of incentive to enroll]; 3313.6411 (Report Cards); 3313.66, 3313.661, 3313.662 [suspension, expulsion, removal, exclusion]; 3313.666 (Harassment Policy); 3313.667 (Bully Prevention); 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, 3313.718, 3313.719 [asthma inhalers, injectors, food allergies]; 3313.80 [display of flag]; 3313.814, 3313.816, 3313.817 (Food/Beverage Standards); 3313.86 (health, safety review); 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 Policy); 3321.01 [admittance to kindergarten, first grade]; 3321.041 (excused absences and extra curricular); 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]; 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

¹ 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).

the Revised Code in the manner specified in section 3314.17 of the Revised Code; Chapter 102, 2921.42 (Public Officers)

- 4.7 **ADA, 504 and IDEIA.** 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, except that nothing contained herein is, or shall be construed to be, a waiver, of any exceptions, exclusions or other rights that the SCHOOL may have or may avail itself of under the foregoing or any other applicable state or federal law. To the extent permitted by law, the SCHOOL shall not be required to fundamentally alter its program or incur an undue financial or other hardship in the operation of its program.
- 4.8 **Public Officials.** The SCHOOL shall comply with **Chapter 102 of the Ohio Revised Code and Section 2921.42 of the Ohio Revised Code**, except as otherwise permitted by law. No member of the SCHOOL's governing board shall have an interest in a contract into which the SCHOOL's governing board enters that is with a for-profit firm for the operation or management of the SCHOOL.
- 4.9 **AYP.** As required by section 3314.03(A)(24) of the Ohio Revised Code, the SCHOOL shall comply with section 3302.04 of the Ohio Revised Code [adequate yearly progress, continuing improvement plans, intervention], including division (E) of that section to the extent possible, except that any action required to be taken by a SCHOOL district shall be taken by the SPONSOR (except that the SPONSOR shall not be required to take any action described in division (F) of that section, regarding districts that fail to make adequate yearly progress).
- 4.10 **Educational Program.** The SCHOOL'S educational plan is as follows:
- The SCHOOL shall operate in substantial compliance with an **Educational Plan** (see attachment 4.10) the attachment hereto and incorporated by reference herein, including provisions 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 with goals, growth measures and performance standards** .
 - 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. The SCHOOL shall provide notices to students, parents, employees and the general public that all educational programs are available without regard to race, creed, color, handicapping condition or sex. Further, the SCHOOL shall provide the non-discrimination notice in such media as newsletters, annual reports, administrative reports, program information, handbooks, application forms and promotional materials.
 - 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 **SPONSOR's school district or in a contiguous district**. The SCHOOL additionally shall, as applicable, adopt admission procedures that comply with Sections 3314.06 and 3314.061 of the Ohio Revised Code, each of which is incorporated by reference herein. **The SCHOOL shall not discriminate in the admission of students on the basis of race, creed, color, handicapping condition, or sex, and the SCHOOL shall not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.** Upon the admission of any handicapped student, the SCHOOL will comply with all federal and state laws regarding the education of handicapped students.

4.11 **Financial Plan.** The SCHOOL's financial plan is as follows:

- Except as otherwise provided herein or by separate agreement with the SPONSOR, the SCHOOL shall operate in compliance with a **financial plan** (see attachment 4.11), the attached hereto and incorporated by reference herein, which establishes an estimated SCHOOL budget for each year of the period of this Contract and a total estimated per pupil expenditure amount for each such year.
- 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, pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.
- The SCHOOL shall comply with the policies and procedures regarding internal financial controls of the SCHOOL and shall comply with the requirements and procedures for financial audits by the Auditor of the State.
- The SCHOOL will submit within four months after the end of each school year, an **annual report** of its activities and progress in meeting the goals and standards and its financial status to the SCHOOL's Board, SPONSOR's Board and the parents of all students enrolled in the school via a posting of the SCHOOL's website.

4.12 **Start up Year.** Payments from the SCHOOL to the SPONSOR for Start-Up Services Pursuant to the authority of section 3314.03(C) of the Ohio Revised Code, and contingent upon the SCHOOL's award of grant funding pursuant to the Ohio Charter Schools Federal Sub-grant Program or the Ohio State Sub-grant for Community Schools, (or any similar federal or state funding program, regardless of name), the SCHOOL's Board of Directors shall acquire from the SPONSOR certain start-up services which may include but need not be limited to planning, design, and initial implementation services, and which may be provided directly by SPONSOR or by contractors of SPONSOR. The nature of such services and the amount paid by the SCHOOL's Board of Directors for them shall be as agreed by the parties in a separate contract that shall be negotiated in good faith by the parties, with the expectation that the amount paid for such services shall not be less than \$1. Additionally, for start-up services provided by the SPONSOR related to the SCHOOL's initial establishment, the SCHOOL's Board of Directors shall

pay to SPONSOR \$1 upon execution of this Contract. The start-up services that are the subject of this paragraph do not include the SPONSOR's oversight or monitoring of the SCHOOL.

4.13 Teachers. The SCHOOL's teachers will be subcontracted from the SPONSOR SCHOOL:

- 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.
- A teacher hired after July 1, 2013 and employed to provide instruction in physical education hold a valid license issued pursuant to section **3319.22 of the Revised Code for teaching Physical Education.**
- The SCHOOL shall comply with the provisions regarding **health care and other benefits** to be provided to SCHOOL employees as set forth in the **Governance and Administrative Plan.**
- In the event this Contract is terminated or not renewed, the SCHOOL shall comply with the requirements and procedures regarding the **disposition of employees** of the SCHOOL as set forth in the **Governance and Administrative Plan.**
- Except as otherwise agreed by the parties and not prohibited by a collective bargaining agreement applicable to such employees, the SPONSOR Board of Education shall perform all of the duties and responsibilities of employer exercised by such Board of Education prior to the conversion of the SCHOOL with respect to all of the employees of the SCHOOL. Any costs associated with the SPONSOR Board of Education's performance of the foregoing duties and responsibilities shall be paid by the SCHOOL.
- The SCHOOL shall comply with the procedures for resolving disputes or difference of opinion between it and the SPONSOR as set forth in the **Governance and Administrative Plan.**

4.14 Performance Standards, Goals, Assessment and Accountability. The performance standards by which the SCHOOL will be evaluated by SPONSOR, the SCHOOL'S academic goals, and the method of measurement of progress toward those goals are listed in **Attachment 4.14.** These goals must include all required statewide proficiency or achievement assessment and any other performance standards or assessments required by law, by the Ohio Department of Education, or recommended by the SPONSOR. The SCHOOL must ensure that all such standards, requirements and assessments are timely and properly administered, met, and completed. Any change in assessment or method of

measurement of progress must be reported in writing to the SPONSOR, along with justification for the change.

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, the parents of all students enrolled in the SCHOOL, and the legislative office of education oversight, within four months after the end of each SCHOOL year. The SCHOOL shall collect and provide any data that the legislative office of education oversight requests in furtherance of any study or research that the general assembly requires the office to conduct.

4.15 **Subcontracted Services.** The SCHOOL may perform any of its obligations hereunder directly or through subcontractors. In particular, it is anticipated that the SCHOOL may purchase educational, administrative, fiscal, and/or other services from the SPONSOR on such terms as are agreed by the SCHOOL and the SPONSOR, and it is anticipated that the SCHOOL will purchase educational, administrative, technological and/or other services from the SPONSOR on such terms as are agreed by the SCHOOL and the Association.

4.16 **Oversight and Monitoring.** **R.C. 3314.02**, if and as agreed by the parties, the SCHOOL's Board of Directors may reimburse the SPONSOR for costs incurred by the SPONSOR in connection with the SPONSOR's oversight and monitoring of the SCHOOL. The total amount of such payments shall not exceed three per cent of the total amount of payments for operating expenses that the SCHOOL receives from the state.

4.17 **Rules and Regulations.** The SCHOOL shall operate in conformance with all applicable laws, rules, and regulations, including applicable rules promulgated by the Ohio Department of Education. Such as **R.C. 3313.801**, this community school will operate as if it were a school district.

Article V

Responsibilities of the SPONSOR

5.1 **Resource Utilization.** The SCHOOL shall utilize certain resources converted to the SCHOOL's use by the SPONSOR, including but not 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.

5.2 **Contract Termination.** The SPONSOR shall comply with the requirements and procedures regarding the **disposition of employees** of the SCHOOL in the event this Contract is terminated or not renewed as set forth in the Governance and Administrative Plan.

5.3 Disputes/Resolutions. The SPONSOR shall comply with the procedures for resolving disputes or difference of opinion between it and the SCHOOL, as set forth in the Governance and Administrative Plan.

5.4 Transportation. If a student is entitled to transportation under any applicable law; such transportation shall be provided by the SPONSOR. (This provision solely allocates responsibility among the parties for providing transportation where an entitlement to transportation already exists; it does not create any rights that a student does not already have).

5.5 Special Education and Related Obligations:

- The parties anticipate that, at least in the initial years of operation, the SCHOOL will purchase educational services from the SPONSOR school. Pursuant to the **SPONSOR's Special Education and Related Obligations (see attachment 5.5)** the attached hereto and incorporated by reference herein, the SPONSOR shall, in accordance with all applicable law, provide all of the educational and related services required for a "Disabled Student" or "Suspected Disabled Student," as such terms are interpreted in accordance with the Individuals with Disabilities Education Act, Chapter 3323 of the Ohio Revised Code, and related State and Federal regulations, to any student who has been identified. The SPONSOR's obligations with respect to such students shall include the designation of an individual who shall, on behalf of the SCHOOL, act as a "SCHOOL district representative"; such individual shall convene and participate in multifaceted evaluation and IEP meetings and shall have decision-making authority with respect to evaluation, reevaluation, and the development and implementation of the student's IEP.
- Pursuant to the **SPONSOR's Special Education And Related Obligations**, in the event that a student receives from SCHOOL more than the funding received by the SCHOOL from the Ohio Department of Education on account of such student, the SPONSOR shall, pursuant to section 3314.08(G) of the Ohio Revised Code, utilize local funds to make enhancement grants to the SCHOOL that fully fund the amount of such excess costs.
- The SPONSOR shall additionally provide to the SCHOOL's students the services described in **SPONSOR's Special Education And Related Obligations**.
- The allocation of responsibilities between the SPONSOR and the SCHOOL as set forth herein shall not alter the status of the SCHOOL as the "SCHOOL district of residence" pursuant to Ohio Admin. Code §3301-51-01(LL).
- 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.

5.6 Sponsored Provided Services. As compensation for the SPONSOR's provision of services required of it pursuant to this Article V related to transportation and special education and related services (none of which constitutes oversight or monitoring of the SCHOOL within the meaning of section 3314.03(C) of the Ohio Revised Code), the SCHOOL shall pay to the SPONSOR all of the following:

- a. All of the funding received by the SCHOOL from the Ohio Department of Education on students, except that the SCHOOL may retain sufficient funds to cover its actual costs, if any, related to the student; and
- b. Pursuant to Section 3314.08 of the Ohio Revised Code, from the funding provided to the SCHOOL by the Ohio Department of Education, \$1 per academic year, for each and kindergarten (resident or open enrolled) student enrolled in the SCHOOL (i.e., whether or not the SPONSOR provides to such student any special education or related service), prorated for the portion of the academic year for which the student is enrolled in the SCHOOL, if less than all; and
 - The schedule for the foregoing payments shall be as mutually agreed by the parties, and the amount of such payments may be varied by mutual agreement of the parties.
 - If and as agreed by the parties, the SPONSOR shall be the fiscal agent of the SCHOOL and shall provide the services of a qualified individual who shall, as an employee or contractor of SPONSOR, serve as the SCHOOL's fiscal officer. In the event that the person designated by SPONSOR to provide such services is also SPONSOR's treasurer (or other employee), such individual shall serve the SCHOOL in his/her official capacity as SPONSOR'S treasurer (or other employee). In exchange for the foregoing fiscal services, the SCHOOL shall pay SPONSOR such amounts as are agreed by the parties.

5.7 SPONSOR's Assessment and Accountability. As required by section **3314.03(D)** and **3314.015 (B)** of the Ohio Revised Code, the SPONSOR shall do all of the following:

- a. Monitor the community SCHOOL's compliance with all laws applicable to the SCHOOL and with the terms of this Contract;
- b. Monitor and evaluate the academic and fiscal performance and the organization and operation of the SCHOOL on at least an annual basis;
- c. Report on an annual basis the results of the evaluation conducted under (2) above to the department of education and to the parents of students enrolled in the SCHOOL;
- d. Provide technical assistance to the SCHOOL in complying with laws applicable to the SCHOOL and terms of this Contract;
- e. 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 Revised Code, suspend the operation of the SCHOOL pursuant to

section 3314.072 of the Revised Code, or terminate this Contract pursuant to section 3314.07 of the Revised Code as determined necessary by the SPONSOR;

- f. 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.
- As the governing authority of the SCHOOL, the Directors of the SCHOOL, including SPONSOR SCHOOL district administrators as provided in Article II, shall meet at least bimonthly to review the financial records of the SCHOOL, as required by Section 3314.023 of the Ohio Revised Code.
 - **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 section **3302.04 of the Ohio Revised Code** [related to adequate yearly progress, continuing improvement plans, intervention], including division (E) of that section to the extent possible, except that the SPONSOR shall not be required to take any action described in division (F) of that section [regarding districts that fail to make adequate yearly progress].

Article VI

Miscellaneous Provisions

6.1 The SPONSOR and the SCHOOL shall at all times collaborate in their performance of their respective obligations hereunder and may periodically modify, by mutual agreement, the allocation of responsibilities and funding as between them, as permitted by law. 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, and other aspects of the SCHOOL's operations. Such changes are expressly contemplated by this Contract, 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.

6.2 The parties agree that this Contract incorporates, as of the date it is first adopted by the parties, any additions or modifications subsequently requested by the Office of Community SCHOOLS (or other authority of the State of Ohio) as a precondition to the opening of the SCHOOL and agreed to by the parties in writing. Additionally, the parties agree that, in the event this Contract is amended in any way prior to the opening of the SCHOOL, including but not limited to any amendments made in response to the review of the Contract by the Office of Community SCHOOLS, such amendments shall be effective retroactively as of the date this Contract is first adopted by the parties.

6.3 Pursuant to section 3314.03(A)(20) of the Ohio Revised Code, the parties recognize the authority of the 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 in the event that the state board of education finds that the SPONSOR is not in compliance or is no longer willing to comply with this Contract or with applicable rules of the department.

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**.

- 6.4 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.
- 6.5 This Contract shall be governed and interpreted according to the laws of the State of Ohio.
- 6.6 This Contract creates no third-party beneficiaries
- 6.7 Neither this Contract nor any rights, duties or obligations described herein shall be assigned by any party hereto without prior written consent of the SPONSOR and the SCHOOL, except that the parties may, by agreement, reallocate among them such rights, duties and obligations. The parties may subcontract any of their respective duties or obligations hereunder.
- 6.8 This Contract constitutes the entire agreement among the parties and any modifications of this Contract shall be made and agreed to in writing.

SPONSOR

COMMUNITY SCHOOL

ON BEHALF OF THE PLEASANT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

ON BEHALF OF THE PLEASANT COMMUNITY DIGITAL ACADEMY

By:

By

Print Name: Mr. Eric Grills

Print Name: Dr. Shelly Dason

Title: Pleasant Local SCHOOL Board President

Title: Superintendent of PCA

Date:

Date:

Attachment 1.4 Certificate of Incorporation

Doc ID: 200217500752

Articles of Incorporation



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/24/2002	200217500752	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

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

BRICKER & ECKLER
100 S. THIRD STREET
EMILY WEAR
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1325849

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

PLEASANT COMMUNITY DIGITAL ACADEMY

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200217500752



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 21st day of June, A.D.
2002.

J. Kenneth Blackwell
Ohio Secretary of State

4.10- Educational Plan

for the **PLEASANT COMMUNITY ACADEMY** *A CONVERSION COMMUNITY SCHOOL*

Overview

The SCHOOL is an innovative SCHOOL that will be a cooperative effort between the SCHOOL and the SPONSOR. The SCHOOL will use technology and other innovative tools in a full day blended learning environment to reach Kindergarten students' individual needs and learning styles.

Mission

The mission for the SCHOOL is as follows:

The SCHOOL's mission is to enhance and facilitate student learning, utilizing a variety of innovative resources and educational strategies, customized to the needs of the individual students and developed by the SCHOOL on an ongoing basis, all aimed at preparing students to become lifelong learners and productive citizens.

Educational Philosophy and Beliefs

Educational Philosophy: The SCHOOL will strive to take students at their current academic levels, build upon that foundation, and increase achievement at developmentally appropriate rates and levels. The SCHOOL will do this with the assistance of technology and other educational innovations, which will be developed by the SCHOOL on an ongoing basis. The SCHOOL seeks to create students who will be lifelong learners and intelligent decision-makers. The SCHOOL believes that effective education is a cooperative venture between the students, teachers, support staff, and the primary caregivers. The SPONSOR and other community organizations are also anticipated to provide valuable support. A teaming process will facilitate the success of this program.

Ages and Grades of Students

The SCHOOL will be a general population SCHOOL serving students in Kindergarten (ages 5 and 6) who reside within the SPONSOR's SCHOOL district and surrounding counties, as permitted under Section 3314.06 of the Ohio Revised Code.

Because the SCHOOL is not expected to displace in its entirety any existing program of the SPONSOR, no alternative arrangements are required for current public SCHOOL students who choose not to attend the SCHOOL or for current teachers in the SPONSOR district.

Characteristics of Students the SCHOOL is Expected to Attract

The SCHOOL is designed for students/parents who have a desire for a full day Kindergarten program, which is a blend of innovative technology and traditional teaching strategies to reach different modalities of learners. The supportive environment and personalized attention from teachers and other staff will provide the foundation for the success of these students. Instruction may be individual, small group or whole group depending on the needs of the students.

NOTE: This Exhibit describes the student population initially targeted by the SCHOOL. However, the SCHOOL, in consultation with the SPONSOR, may from time to time modify the characteristics of the target population in response to the evolving educational program of the SCHOOL, the perceived needs and interests of the students who reside within the enrollment area and surrounding counties, or other factors. Such modifications are expressly within the contemplation of the parties, will be developed by the SCHOOL and the SPONSOR in collaboration, and will not require revision of the Contract.

Five-year Enrollment Projections:

GRADE/AGE	2013-14	2014-15	2015-16	2016-17	2017-18
Grade K (5/6 yrs.)	108	100	100	100	100
Total Yearly ADM	108	100	100	100	100

These enrollment projections are based on an assessment of interest in a full day program within the SCHOOL's enrollment area and surrounding counties via historical data gathered annually for Kindergarten registration/screening.

Non-discrimination: As required, the admission policies of the SCHOOL will not discriminate on the basis of race, creed, color, handicapping condition, sex, intellectual ability, measures of achievement or aptitude, or athletic ability.

Racial and Ethnic Balance: The SCHOOL will publicize and market the SCHOOL to all segments of the community in an effort to achieve a racial and ethnic balance that is reflective of the SPONSOR's school, taken as a whole.

Focus of the Curriculum; Educational Program

The SCHOOL's educational program will be tied to common core state standards. The goal is to identify current individual levels of academic achievement and move forward from that point, recognizing individual learning styles. The curriculum will develop basic and applied skills appropriate to the particular discipline. Since students will be participating in the ODE approved diagnostic testing program, the curriculum core will follow the goals and objectives of the state approved common core standards (or such future content standards as mandated by the state). The learning opportunities provided to any given student will be customized from among those offered by the SCHOOL in order to serve the individual student's needs. The curriculum development process and the training of teachers in the delivery of instruction through innovative means will be ongoing.

The educational program of the SCHOOL will utilize an approach that includes both internet-based and non-internet based coursework delivered in the classrooms of the SCHOOL and elsewhere, together with other curriculum and activities that will be established as the SCHOOL grows to meet the needs of its students. The educational program will deliver learning opportunities to the students through a combination of the following: (a) internet-based learning opportunities that are site-based (i.e., not delivered to students in their homes); and (b) non-internet based learning opportunities, which may include both conventional classroom-based coursework and nontraditional non-classroom-based learning experiences (e.g., community or job-based activities; non-internet based accelerated study). Although technology will be one of the tools used by the SCHOOL in the delivery of learning opportunities to students, it will not be the exclusive tool, and the SCHOOL will not operate as an internet- or computer-based SCHOOL within the meaning of section 3314.02(A)(7) of the Ohio Revised Code; otherwise

stated, the learning opportunities provided by the SCHOOL will not 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." (R.C. 3314.02(A)(7))

Both the SPONSOR and the SCHOOL intend that the curriculum and the curriculum delivery methodology will evolve on an ongoing basis in response to the perceived needs of the SCHOOL's students (or of potential students), interest within the community served by the SCHOOL, and educational research. Such evolution is expressly within the contemplation of the parties, will be developed by the SCHOOL and the SPONSOR in collaboration, and will not require revision of the Contract.

NOTE: This Exhibit describes the initial focus of the curriculum and the initial nature of the learning opportunities that will be provided by the SCHOOL. However, both the SPONSOR and the SCHOOL intend that the curriculum and the learning opportunities evolve on an ongoing basis in response to the perceived needs of the SCHOOL's students (and potential students), interest within the community served by the SCHOOL, educational research, and for other appropriate reasons. Such evolution is expressly within the contemplation of the parties, will be developed by the SCHOOL and the SPONSOR in collaboration, and will not require revision of the Contract.

Calendar and Schedule

The SCHOOL will offer a minimum of 920 hours of instruction for the academic year in compliance with section 3314.03 (A)(11)(a) of the Ohio Revised Code.

The classroom-based portion of the SCHOOL's program will follow the calendar of the SPONSOR, unless otherwise agreed by the SCHOOL and SPONSOR (See Table 1)

Table 1- SPONSOR School Calendar 2014-15

August 20th	2014	New Staff Orientation
August 21st	2014	Staff In-Service & Breakfast
August 22nd	2014	Staff In-Service
August 25th	2014	First Day of School
September 1st	2014	NO SCHOOL, LABOR DAY
October 17th	2014	NO SCHOOL, STAFF
PROFESIONAL DEV.		
October 24th	2014	End of 1st Nine Weeks (43)
November 6th	2014	Elementary/Middle/High School
Evening Conferences		
November 11th	2014	Elementary Evening Conferences
November 26th – 28th	2014	NO SCHOOL, THANKSGIVING
RECESS		
December 1st	2014	Classes Resume
December 22nd – Jan. 2nd	2014-2015	NO SCHOOL, CHRISTMAS
RECESS		
January 5th	2015	Classes Resume
January 16th	2015	End of 2nd Nine Weeks/1st Semester
(47)		
January 19th	2015	NO SCHOOL, MARTIN LUTHER
KING		
February 16th	2015	NO SCHOOL, PRESIDENTS DAY
February 19th	2015	Elementary/ Middle/High School
Evening Conferences		
February 24th	2015	Elementary Evening Conferences
March 5th	2015	2 Hour After School Staff
Professional Development		
March 19th	2015	End of 3rd Nine Weeks (42)
March 20th	2015	NO SCHOOL, Staff In-Service
March 23rd – 27th	2015	NO SCHOOL, SPRING RECESS
March 30th	2015	Classes Resume
April 3rd	2015	NO SCHOOL, GOOD FRIDAY
May 25th	2015	NO SCHOOL, MEMORIAL DAY
June 3rd	2015	Last Day End of 4th Nine
Weeks/Elementary (46)		
June 4th	2015	Last Day End of 4th Nine Weeks
MS/HS (47)		
June 4th	2015	Staff Professional Day Elementary
June 5th	2015	Staff Professional Day Middle/High
School		
June 7th	2015	Commencement at 2:00 p.m.

Academic Year

The Academic Year begins July 1 of each year and ends on June 30 of the following year. Each Academic Year commences with a period of training, orientation, and similar preparatory activities appropriate to the educational program of each particular student. The date on which students commence curricular activities each year shall be determined by the SCHOOL.

The SCHOOL will open for operation not later than the thirtieth day of September each SCHOOL year. In its initial year of operation, if the SCHOOL fails to open by the thirtieth day of September, or within one year after the adoption of the contract pursuant to division (D) of section 3314.02 of the Revised Code, the contract shall be void.

SCHOOL Dismissal Procedures

The SCHOOL will follow the holiday dismissal schedule of the SPONSOR.

For fire drills or other emergencies, the SCHOOL will adopt and implement the dismissal procedures of the SPONSOR applicable to the SPONSOR facilities used by the SCHOOL.

Teachers

All teachers will be certified/licensed. In instances where temporarily certified/licensed teachers are used, those individuals must work toward appropriate certification in order to continue teaching at the SCHOOL. Teachers will have an interest in, and have the skills needed to, serving the particular needs of the target student population. Teachers must also have, or be willing to acquire, skills related to the educational program of the SCHOOL, including those related to specialized technologies employed in the educational program.

Admission

Application/Enrollment Process: Admission to the SCHOOL will be in accordance with the procedures delineated in Ohio Revised Code section 3314.06. The number of students accepted for enrollment by the SCHOOL shall not exceed the capacity of the SCHOOL's programs, classes, grade levels, or facilities.

It is anticipated that in its initial year of operation the SCHOOL will enroll a maximum of approximately 100 students, except that in consultation with the SPONSOR, the SCHOOL may raise or lower this cap based upon the SCHOOL's and SPONSOR's joint assessment of the SCHOOL's actual capacity.

The deadline for receipt of applications shall annually be established by the SCHOOL and may be publicized through such media as the SCHOOL's web site, mass mailings, informational meetings, newspaper articles, and other generally accepted practices. For any academic year, if the number of applications received by the deadline exceeds the capacity of the SCHOOL, qualified students shall be admitted by lot, except that preference shall be given to qualified

resident applicants, and may be given to qualified applicants who have siblings that attended the SCHOOL in the preceding year. Qualified applicants whose applications are received after the deadline, including midterm applicants, may be admitted so long as their admission does not cause the SCHOOL to exceed the capacity of its programs, classes, grade levels, or facilities.

Records Transfer: Once a child is accepted as a student of the SCHOOL, the parent will be asked to notify the home SCHOOL district of the transfer and a formal notification will be sent to the student's previous SCHOOL informing it of the enrollment and requesting the student's records.

Student Roles and Responsibilities

Students will be expected to adhere to behaviors and policies appropriate to a well-functioning democratic society. A Student Handbook will mirror the SPONSOR school's student handbook, which will be developed that outlines and defines the rules and regulations for student behavior, as well as the rights and responsibilities of the students, the parents, the staff, and the SCHOOL.

Student Withdrawal Procedures

The SCHOOL's Board of Directors shall adopt an attendance policy that includes a procedure for automatically withdrawing a student from the SCHOOL if the student without a legitimate excuse fails to participate in one hundred five consecutive hours of the learning opportunities offered to the student.

Suspension, Expulsion, Removal, or Permanent Exclusion of Students

The SCHOOL will comply with Ohio Revised Code 3313.66, 3313.661, and 3313.662 concerning suspension, expulsion, removal, or permanent exclusion of students. The SCHOOL'S policies and procedures concerning such actions will be delineated in the Student Handbook and will respect applicable rights of due process.

Fees: There is no tuition charged for enrollment. However, as permitted by law, reasonable fees may be assessed by the SCHOOL for specific courses, for such items as books, supplies, and equipment, and for special curricular, co-curricular, or extra-curricular activities. The SCHOOL may also assess fees for a student's failure to return equipment or supplies as required by the SCHOOL, or for the loss or destruction of, or damage to, the SCHOOL's equipment or supplies. The payment of fees may be enforced by the withholding of a student's grades and credits.

ATTACHMENT 4.11:
Financial Plan

for the
PLEASANT COMMUNITY ACADEMY
A CONVERSION COMMUNITY SCHOOL

This financial plan complies with section 3314.03(A)15 of the Ohio Revised Code, which requires an estimated SCHOOL budget for each year of this Contract and a total estimated per pupil expenditure amount for each such year.

SCHOOL Budget

Funding: The SCHOOL's operational budget will be funded through ADM funding and related funding provided by the state pursuant to section 3314.08 of the Ohio Revised Code. The SCHOOL's base formula amount shall for each year be the maximum formula amount as defined under Section 3317.02 of the Ohio Revised Code, with no percentage or other reduction in any subsidy or other funding the SCHOOL is eligible to receive. Funding from the Ohio Charter SCHOOLS Federal Sub-grant Program (or similar funding program, regardless of name), if awarded, will assist with planning, design, marketing, acquisition of equipment and supplies, initial implementation, professional development, and assessment of the SCHOOL (and other allowable activities).

Per-Pupil Expenditures:

For the fiscal year 2012-2013, receipts totaling \$450,371.54 were as follows (See Table 2):

Table 2- Receipt Sources/ Amounts

Receipt Sources	Amounts
State	\$369,274.11
Federal	\$80,779.77
Other	\$317.66
Total	\$450,371.54

Table 3- Expenditures/Amounts for 2012-13

Expenditures	Amounts
---------------------	----------------

Special Needs	\$48,134.97
Instructional Services	\$367,348.04
Other Student Services	\$16,562.60
Technology	\$6,656.04
Administrative Services	\$10,000.00
Fiscal Services	\$9,868.35
Total	\$458,570.00

The total **per pupil expenditure for the 2012-13** school year based on an average ADM of 96 students was \$4,776.77.

Below is a five-year annual budget detailing sources of revenues and expenditures following the Uniform SCHOOL Accounting System (USAS) methods of coding and account number structures (See Table 4).

Assumptions for the Five Year Forecast 2014-18:

Revenue:

Beginning in fiscal year 2012, the PCA included only kindergarten students (resident and open-enrolled students). Students choosing the online educational option no longer enrolled in the PCA; rather they are enrolled in TRECA Digital Academy. State funding projections reflect current enrollment levels. Projections in fiscal years 2015 through 2018 reflect only modest 1% increases.

Federal stimulus funds (Ed Jobs and State Fiscal Stabilization Funds) have expired and, accordingly, are not projected in fiscal year 2013 and beyond.

Federal grant revenue includes Title grant allocations awarded through the CCIP (Title VI-B, Title I, Title II-A, and Early Childhood Education). Amounts are budgeted in fiscal years 2015-2018 at the current funding levels. Federal grant revenue projections also include the Small Rural School Achievement (SRSA) grant awarded to the PCA through the U.S. Department of Education. However, there is no guarantee of this funding beyond the current fiscal year.

Beginning in fiscal year 2012, the state EMIS subsidy was eliminated; therefore no state grant revenue is projected in the forecast.

Expenditures:

Purchased services primarily include the costs of services provided to the PCA by the Pleasant Local School District, including the services of the Superintendent, Treasurer, EMIS Coordinator, Executive Director, and the wages and benefits of the kindergarten teachers/aides and other support personnel. Until fiscal year 2011, purchased services have also included instructional and support service fees to TRECA for students enrolled in the digital environment.

However, beginning in fiscal year 2012, students choosing the digital learning environment were enrolled in TDA; therefore, PCA will receive no state funding and will pay no instructional fees to TRECA for these students.

Amounts budgeted for supplies and materials reflect amounts for textbooks and other instructional/administrative supplies.

Capital outlay expenditures reflect amounts for computers and related equipment.

Other expenditures include costs associated with the PCA's annual audit and the Treasurer's bond.

Table 4- Five Year Forecast

FIVE YEAR FORECAST

FY14 - October 2013 submission
IRN No. 048421

County: Marion

Pleasant Community Academy
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended June 30, 2011 through 2013, Actual and
the Fiscal Years Ending June 30, 2014 through 2018, Forecasted

	Actual		Forecasted					
	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018
Operating Receipts								
State Foundation Payments (3110, 3211)	\$337,982	\$375,655	\$369,274	\$360,000	\$363,600	\$367,236	\$370,908	\$374,617
Other (1830, 1840, 1850, 1860, 1870, 1890)	1,843	4,727	318	0	0	0	0	0
Total Operating Receipts	339,825	380,382	369,592	360,000	363,600	367,236	370,908	374,617
Operating Disbursements								
100 Salaries and Wages	0	0	0	0	0	0	0	0
200 Employee Retirement and Insurance Benefits	0	0	0	0	0	0	0	0
400 Purchas Services	367,869	349,246	428,914	380,000	387,600	395,352	403,259	411,324
500 Supplies and Materials	5,289	13,482	12,470	1,000	1,000	1,000	1,000	1,000
600 Capital Outlay - New	4,200	4,584	16,729	32,765	0	0	0	0
700 Capital Outlay - Replacement	0	0	0	0	0	0	0	0
800 Other	5,162	4,174	457	4,482	5,000	5,050	5,101	5,152
Total Operating Disbursements	382,520	371,486	468,570	418,247	393,600	401,402	409,360	417,476
Excess of Operating Receipts Over (Under) Operating Disbursements	(42,695)	8,896	(88,978)	(58,247)	(30,000)	(34,166)	(38,451)	(42,858)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	38,643	30,475	80,780	59,013	50,000	50,000	50,000	50,000
Federal Fiscal Stabilization Funds (SFSF)	29,052	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
Ed Jobs	0	21,845	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx	xxxxxx
State Grants (3205, except 3211)	5,000	0	0	0	0	0	0	0
Interest Income (1400)	108	2	0	0	0	0	0	0
Total Nonoperating Revenues/(Expenses)	72,833	52,322	80,780	59,013	50,000	50,000	50,000	50,000
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	30,138	61,218	(8,198)	766	20,000	15,834	11,549	7,142
Fund Cash Balance Beginning of Fiscal Year	59,749	89,887	151,105	142,907	143,673	163,673	179,507	191,056
Fund Cash Balance End of Fiscal Year	\$89,887	\$151,105	\$142,907	\$143,673	\$163,673	\$179,507	\$191,056	\$198,198
Disclosure Items for State Fiscal Stabilization Funds								
Personal Services SFSF		xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Employee Retirement/Insurance Benefits SFSF		xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Purchased Services SFSF	29,082	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Supplies and Materials SFSF		xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Capital Outlay SFSF		xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx
Total Expenditures - SDFSF	\$29,082	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx	xxxxxxxx

Audits, Financial Records, Fiscal Performance: The SCHOOL will follow operating procedures recommended by the State Auditor, including those related to the presentation, review, discussion, and approval or rejection of a line item budget and regular reports of current and encumbered expenses. Regular audits will occur by the State Auditor. SCHOOL financial records will conform to accounting principles as required by the State Auditor and all other appropriate guidelines established by the Auditor of the State.

Fiscal Performance

Auditor reports, periodic cash flow statements, and other relevant reports will be available for review. As the governing authority of the SCHOOL, the Directors of the SCHOOL, including those who are SPONSOR SCHOOL district administrators, shall meet at least bimonthly to review the financial records of the SCHOOL, as required by Section 3314.023 of the Ohio Revised Code. The Board of Directors will also provide ongoing monitoring in cooperation with the SCHOOL's Fiscal Officer and Executive Director. Appropriate fiscal information will be made generally available to the public.

ATTACHMENT 2.3:
Governance and Administrative Plan
for the
PLEASANT COMMUNITY ACADEMY
A CONVERSION COMMUNITY SCHOOL

Governing Authority

The governing authority of the SCHOOL shall be the Pleasant Community Academy Board of Directors ("Board of Directors"). The Board of Directors shall be responsible for:

- helping create, approve, and monitor the SCHOOL's annual budget
- developing policies to guide the operation of the SCHOOL
- securing funding for the SCHOOL
- maintaining a commitment to the vision, mission, and belief statements of the SCHOOL and the children it serves.
- carrying out the provisions of the Contract.

The Board of Directors shall be the final governing authority of the SCHOOL.

Fiscal Officer The Board of Directors shall acquire the services of a qualified fiscal officer. SPONSOR may serve as the fiscal agent of the SCHOOL on such terms as are agreed by the SCHOOL and the SPONSOR, in which case SPONSOR shall provide the services of a qualified individual who, as an employee or contractor of SPONSOR, shall serve as the SCHOOL's fiscal officer. In the event that the person designated by SPONSOR to provide such services is also SPONSOR's treasurer or other employee, such individual shall serve the SCHOOL in his/her official capacity as SPONSOR'S treasurer or other employee.

SCHOOL Management: The SCHOOL shall secure the services of an Executive Director, who shall be the chief operating officer of the SCHOOL, with primary responsibility for day-to-day operations of the SCHOOL. The Executive Director shall oversee and coordinate the daily operation and management of the SCHOOL. The Executive Director shall also serve as a liaison between the SCHOOL and the SPONSOR, as well as between the SCHOOL and its contractors, including TRECA.

Employees

As a conversion community SCHOOL, all employees, if any, of the SCHOOL who were previously members of a recognized bargaining unit of the SPONSOR will remain members of that unit and will be entitled to all the rights, compensation, and benefits thereunder. New employees of the SCHOOL who were not previously members of a recognized bargaining unit of the SPONSOR shall likewise become members of the appropriate bargaining unit of the SPONSOR and shall be entitled to all rights, compensation, and benefits thereunder.

Personnel employed by the SCHOOL who do not qualify for membership in a bargaining unit shall be governed by the personnel policies adopted by the Board of Directors for non-bargaining unit personnel.

Employee Health and Other Benefits Employees who are members of a SPONSOR bargaining unit shall receive the applicable benefit package. The SCHOOL shall endeavor to offer other employees the same benefit package as comparable employees of the SPONSOR.

Sick leave accrued as a SPONSOR employee may be utilized by that employee in the SCHOOL in accordance with Section 3314.10 of the Ohio Revised Code.

Disposition Of Employees If Contract Not Renewed In the event that this Contract is terminated or not renewed pursuant to Section 3314.07 and the SCHOOL is unable or unwilling to continue operations with another SPONSOR, the SCHOOL shall have no further contractual obligation to employees, except as may be otherwise provided in the individual contract of employment. The SPONSOR shall reemploy its former employees who are within the three-year leave of absence period prescribed by Section 3314.10 of the Ohio Revised Code. Otherwise, reasonable efforts will be made to out-place the SCHOOL's employees. However, nothing in this paragraph shall be construed as creating an expectancy of continued employment by the SCHOOL or the SPONSOR.

Collaborative Response to Problems

In the event that the SCHOOL experiences financial difficulties that are not resolved to the satisfaction of the parties through the assistance of the SPONSOR or otherwise, or if the SCHOOL closes prior to the end of a SCHOOL year for any other reason, the SCHOOL and SPONSOR shall cooperate in the transition from the SCHOOL to the SPONSOR or other entities, as deemed appropriate by the parties and permitted by law, of facilities, equipment, materials, supplies, and students and associated records. The professional staff of SPONSOR shall assist the students of the SCHOOL to identify alternative SCHOOLS in which to enroll and shall cooperate with the SCHOOL and the SCHOOL's contractors to ease the transition of, and minimize any adverse effects upon, the students of the SCHOOL.

Resolution Of Disputes Between the SCHOOL and the SPONSOR

If, through the informal processes of discussion and negotiation, the SCHOOL and the SPONSOR are unable to resolve differences arising from the operation of the SCHOOL or the interpretation of this Contract, either party may request the services of a mediator appointed by

the Federal Mediation and Conciliation Service (FMCS) in accordance with its regular procedures. If, sixty (60) days after the mediation process is commenced, the parties are still unable to reach agreement, the parties may, by mutual consent, proceed to binding arbitration of the dispute. Such arbitration shall be conducted by an arbitrator selected by mutual agreement of the parties or, if the parties are unable to agree on such selection, by an arbitrator appointed by the FMCS in accordance with its regular procedures. Any fees required by the FMCS or the arbitrator shall be borne by the parties equally; otherwise, each party shall bear its own costs. If the parties, after the failure of the mediation process described above, do not mutually agree to proceed to binding arbitration, each shall then be left to whatever legal remedies may exist under law.

ATTACHMENT 4.14:
Assessment and Performance Accountability Plan
for the
PLEASANT COMMUNITY ACADEMY
A CONVERSION COMMUNITY SCHOOL

Performance Standards and Assessments for Accountability

1. Performance Standards and Requirements
 - a. School Goals
 - b. State Standards
2. Testing and Assessment
 - a. Kindergarten Readiness Assessment and State Approved Diagnostic Tests
 - b. Any other standards/assessments required by law or recommended by the Sponsor school.
3. Benchmarking Goals
 - a. Goals for yearly student performance progress
 - b. Method of assessment for yearly student performance
4. Accountability
 - a. The Ohio Report Card
 - b. Monitoring by Sponsor School

Performance Standards and Requirements

As the state of Ohio transitions to a new report card system, Pleasant Community Digital Academy will continue to track its performance against the statewide accountability system to ensure our students are academically prepared to meet the rigor of the standards.

In addition to the indicators of the statewide accountability system, the school will have the following **performance-based and measurable student goals**:

- a. 90% of the kindergarten students will gain a year's worth of academic growth or more based on their baseline performance level at the start of the school year when

compared to the year-end performance level on state approved diagnostic and/or benchmarking assessments.

- b. The School will achieve an overall attendance rate of 80 % or above each school year, as tracked through daily attendance records.

Testing and Assessment

The Academy will implement Ohio's New Learning Standards and will transition to the Next Generation of Assessments to ensure students become well prepared for college and career.

In addition, the Kindergarten students will be assessed three (3) times per year with a state approved diagnostic/ benchmarking assessments. The data collected in the fall will serve as a baseline measure of student performance and will identify on track and off track students in reading and math. The off track students will be provided additional services via Reading Intervention Plans (RIMPs) in compliance with the 3rd grade guarantee law and/or tiered interventions to meet individual student needs. Winter test data will serve as a check- point to measure progress and inform mid-course corrections in instruction and interventions. Finally, spring test data will show student-learning growth within the year as well as year-to- year. Disaggregated data will be used to identify specific student groups that may be struggling with growth or proficiency for appropriate intervention plans to be formulated for informed instruction in the classroom or small group settings.

Benchmarking Goals

Teachers will use multiple sources of data, such as formative assessment data, KRA assessment data, diagnostic assessment data, and summative assessment data to identify instructional areas for focus.

In an effort to improve overall student achievement and student ownership of learning, the student's, in collaboration with the teacher, sets individual learning target goals in reading and math based on their individual baseline score. As students progress towards their targeted goals, tracking sheets are shaded by the students in cooperation with their teachers and kept in their data notebooks. These data notebooks are updated with progress data towards goals on a monthly basis. Progress and mastery of learning goals are shared during student led conferences with parents two times per school year in addition to formal semester report cards methods.

Exit Goals

Students, unless exempted by law, will participate in all levels of forms of testing required or recommended for Kindergarten by ODE. The SCHOOL will expect its students to be competent in basic Reading and Math CCSS Kindergarten skills, to be able to apply them to real life situations, to be intelligent decision makers, and ultimately, to be contributing members of society.

Accountability

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

- If the School does not meet the minimum letter grade of a B in the Ohio Report Card K-3 literacy component, the Sponsor may, at its discretion, require an explanation, analysis, or corrective action plans to meet or exceed the minimum letter grade.
- If the school drops one letter grade (A-F) in the Ohio Report Card overall standing, the Sponsor may, at its discretion, require an explanation, analysis, or corrective action plans concerning a specific area or areas causing the drop in ranking.
- If the School drops two or more letter grades (A-F) in Ohio Report Card overall standing or drops to the lowest report card ranking, the Sponsor may, at its discretion, require a targeted and detailed corrective action plan, require outside consultants or counseling, require meetings with the administration or Board of Directors to identify issues, or any other means of inducing academic improvement.

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

NOTE: Any change in assessment or method of measurement or progress must be reported in writing to the Sponsor, along with the justification for the change.

ATTACHMENT 5.5
SPONSOR'S SPECIAL EDUCATION AND RELATED OBLIGATIONS
for the
PLEASANT COMMUNITY ACADEMY
A CONVERSION COMMUNITY SCHOOL

1. Special Education and Related Obligations:

- The parties anticipate that, at least in the initial years of operation, the SCHOOL will purchase educational services from the SPONSOR school. The SPONSOR shall, in accordance with all applicable law, provide all of the educational and related services required for a "Disabled Student" or "Suspected Disabled Student," as such terms are interpreted in accordance with the Individuals with Disabilities Education Act, Chapter 3323 of the Ohio Revised Code, and related State and Federal regulations, to any student who has been identified. The SPONSOR's obligations with respect to such students shall include the designation of an individual who shall, on behalf of the SCHOOL, act as a "SCHOOL district representative"; such individual shall convene and participate in multifaceted evaluation and IEP meetings and shall have decision-making authority with respect to evaluation, reevaluation, and the development and implementation of the student's IEP.
- In the event that a student receives from SCHOOL more than the funding received by the SCHOOL from the Ohio Department of Education on account of such student, the SPONSOR shall, pursuant to section 3314.08(G) of the Ohio Revised Code, utilize local funds to make enhancement grants to the SCHOOL that fully fund the amount of such excess costs. .
- The allocation of responsibilities between the SPONSOR and the SCHOOL as set forth herein shall not alter the status of the SCHOOL as the "SCHOOL district of residence" pursuant to Ohio Admin. Code §3301-51-01(LL).
- 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.

2. Sponsored Provided Services. As compensation for the SPONSOR's provision of services required of it pursuant to this Article V related to transportation and special education and related services (none of which constitutes oversight or monitoring of the SCHOOL within the meaning of section 3314.03(C) of the Ohio Revised Code), the SCHOOL shall pay to the SPONSOR all of the following:

- c. All of the funding received by the SCHOOL from the Ohio Department of Education on students, except that the SCHOOL may retain sufficient funds to cover its actual costs, if any, related to the student; and

- d. Pursuant to Section 3314.08 of the Ohio Revised Code, from the funding provided to the SCHOOL by the Ohio Department of Education, \$1 per academic year, for each and kindergarten (resident or open enrolled) student enrolled in the SCHOOL (i.e., whether or not the SPONSOR provides to such student any special education or related service), prorated for the portion of the academic year for which the student is enrolled in the SCHOOL, if less than all; and
 - The schedule for the foregoing payments shall be as mutually agreed by the parties, and the amount of such payments may be varied by mutual agreement of the parties.
 - If and as agreed by the parties, the SPONSOR shall be the fiscal agent of the SCHOOL and shall provide the services of a qualified individual who shall, as an employee or contractor of SPONSOR, serve as the SCHOOL's fiscal officer. In the event that the person designated by SPONSOR to provide such services is also SPONSOR's treasurer (or other employee), such individual shall serve the SCHOOL in his/her official capacity as SPONSOR'S treasurer (or other employee). In exchange for the foregoing fiscal services, the SCHOOL shall pay SPONSOR such amounts as are agreed by the parties.
 - a. The SPONSOR shall conduct evaluations and reevaluations of Disabled or Suspected Disabled Students.
 - b. The SPONSOR shall provide all education and related services mandated by an IEP.
 - c. The SPONSOR shall promptly notify the SCHOOL if, at any time, the SPONSOR has reason to believe it (or any contractor of the SPONSOR) is not fulfilling its obligations hereunder to Disabled or Suspected Disabled Students.

This does not alter the legal obligations of the SCHOOL as the "SCHOOL district of residence" pursuant to Ohio Admin. Code §3301-51-01(LL) for purposes of special education, and ultimate responsibility for the provision of services to Disabled and Suspected Disabled Students remains with the SCHOOL.

3. The SPONSOR may provide the services required of it hereunder directly or through contractors.

Attachment 6.0- Board Minutes
for the
PLEASANT COMMUNITY ACADEMY
A CONVERSION COMMUNITY SCHOOL

Attachment 6.0a- PCA Board Minutes for Contract Approval

MINUTES OF PLEASANT COMMUNITY ACADEMY BOARD OF DIRECTORS
MARCH 17, 2014, 8:00 A.M. IN THE PLEASANT ELEMENTARY SCHOOL

Brian Sparling called the meeting to order at 8:05 a.m. The following directors responded to roll call: John Bruno, Joel Liles, John Minter, Brian Sparling, and Cathy Waddell.

27-14 Motion: Moved by Waddell and seconded by Liles that the Directors excuse Stephanie (Bosh, Warner) Bosh and Lane Warner from the meeting.

Roll Call: Bruno-yea; Liles-yea; Minter-yea; Sparling-yea; Waddell-yea.
Motion carried 5/0.

28-14 Motion: Moved by Bruno and seconded by Minter that the Directors approve the (Minutes) minutes from the January 13, 2014 meeting.

Roll Call: Bruno-yea; Liles-yea; Minter-yea; Sparling-yea; Waddell-yea.
Motion carried 5/0.

29-14 Motion: Moved by Bruno and seconded by Waddell that the Directors approve the (Financial Reports) financial reports for January and February, 2014. Reports provided to the Board of Directors included the Financial Report by Fund (FINSUM), Bank Reconciliation, Check Register (CHEKPY), Appropriations Summary Report (APPSUM), and Revenue Summary Report (REVSUM).

Roll Call: Bruno-yea; Liles-yea; Minter-yea; Sparling-yea; Waddell-yea.
Motion carried 5/0.

30-14 Motion: Moved by Bruno and seconded by Liles that the Directors approve the (Bi-Monthly Bi-Monthly Financial Review Forms for the Pleasant Community Academy Financial Review) updated through January and February, 2014. The forms will also be submitted to the sponsor school district (Pleasant Local Schools) for approval, in accordance with Ohio Administrative Code 3301-102-05(A)(4)(b).

Roll Call: Bruno-yea; Liles-yea; Minter-yea; Sparling-yea; Waddell-yea.
Motion carried 5/0.

31-14 Motion: Moved by Liles and seconded by Minter that the Directors approve the (Sponsorship Contract) PCA sponsorship contract effective for the 2014-2015 academic year through the 2017-2018 academic year.

**Roll Call: Bruno-yea; Liles-yea; Minter-yea; Sparling-yea; Waddell-yea.
Motion carried 5/0.**

32-14 Motion: Moved by Minter and seconded by Waddell that the next meeting be scheduled (Next Meeting) for May 19, 2014 at 8:00 a.m. in the elementary library.

Roll Call: Bruno-yea; Liles-yea; Minter-yea; Sparling-yea; Waddell-yea.
Motion carried 5/0.

33-14 Motion: Moved by Liles and seconded by Waddell that the meeting be adjourned. (Adjourn)

Roll Call: Bruno-yea; Liles-yea; Minter-yea; Sparling-yea; Waddell-yea.
Motion carried 5/0.

Attachment 6.0b- Pleasant Local Schools (Sponsor)- Board Minutes for Contract Approval

**PLEASANT LOCAL SCHOOL DISTRICT - BOARD OF EDUCATION MEETING
MONDAY, MARCH 17, 2014
ELEMENTARY SCHOOL LIBRARY 6:15 P.M.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Additions, Deletions, or Revisions to Agenda
- V. Approve Minutes of Previous Meeting (January 13, 29 & February 12, 2014)

5-0 Vote

- VI. Treasurer's Report

A. Financial Reports (January & February, 2014)

5-0 Vote

B. Investment Report (January & February, 2014)

5-0 Vote

C. It is recommended to the board of education that it approve a resolution accepting the millage rates and amounts as set forth by the County Budget Commission, authorizing the necessary tax levies, and certifying them to the County Auditor. **(EXHIBIT A)**

5-0 Vote

D. It is recommended to the board of education that it approve a depository agreement with Richwood Bank, effective February 2, 2014 through January 31, 2019. **(EXHIBIT B)**

5-0 Vote

E. It is recommended to the board of education that it transfer \$10,000 from the General Fund to the Student Drug Testing Fund (019-900D)

5-0 Vote

F. It is recommended to the board of education that it approve appropriations and estimated revenue in the amount of \$23,525 for a Goldman Sachs Pathway to Financial Success Grant received for high school financial education.

5-0 Vote

G. It is recommended to the board of education that it accept the following donations:

Bret Bowers	\$100.00	Sally George
Pleasant Lions Club	\$300.00	PASS Program
Pleasant Lions Club	\$100.00	Sally George
Adam & Laura Steinbauer	\$250.00	Sally George
Ryan & Heidi Ballinger	\$100.00	Sally George

Indoor Flag Corp.	Microwave	Middle School
PTO	\$1,500.00	Chrome Books
Patty Minner	\$175.00	Sally George
MARCA	\$200.00	Sally George

5-0 Vote

VII. Communications to the Pleasant Local Board of Education

- A. Written Communications
- B. Presentations/Commendations
- C. Public Participation

The Pleasant Local School District Board of Education recognizes the value to school governance of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest. Public participation shall be permitted in accordance with the following rules:

1. Public participation shall be permitted only as indicated on the order of business.
2. Participants must be recognized by the presiding officer, and must preface their comment by an announcement of their name, address, and group affiliation, if appropriate.
3. Each statement made by a participant shall be limited to five (5) minutes in duration. No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.
4. All statements shall be directed to the presiding officer; no person may address or question Board members individually.
5. Participation of the public shall be limited to fifteen (15) minutes, unless extended by a vote of the board.
6. Copies of prepared written statements shall be given to the Board Members, Superintendent, and Treasurer.

VIII. Discussion Topics

IX. Reports

- A. Board Committee Reports
- B. Mr. Thomas Haley – Transportation, Buildings & Grounds Supervisor

- C. Mr. Brian Sparling – High School Principal
- D. Mr. Kirk Ballinger – Assistant High School Principal/Athletic Director
- E. Ms. Shelly Dason – Elementary Principal
- F. Cynthia Minter – Literacy Grant Coordinator
- G. Mr. Lane Warner – Middle School Principal
- H. Mr. Vern Kollas – Technology Coordinator
- I. Ms. Lori Kramp – Cafeteria Supervisor

X. Superintendent’s Recommendations:

(All recommendations for employment of certificated and classified personnel are contingent upon the candidate’s successful completion of a BCI Background Check and the requirements as established by the Pleasant Local Board of Education.) Employment offers are automatically considered withdrawn if a prospective employee fails to sign a contract within ten (10) calendar days from the date of Board action.

A. Old Business

NONE

B. New Business

1. **It is recommended to the board of education that it approve the Pleasant Local School District sponsorship agreement with Pleasant Community Academy, effective for the 2014-2015 academic year through the 2017-2018 academic year. (EXHIBIT C)**

5-0 Vote

2. It is recommended to the board of education that it enter into a contract with Marion Technical College for the 2014-2015 school year to provide higher education opportunities (college courses) through Post-Secondary Enrollment Options (PESO) or agreed upon alternative methods. **(EXHIBIT D)**

5-0 Vote

3. It is recommended to the board of education it enter into an agreement with the GPD Group for architectural, engineering and structural services for

renovations and repairs to the girls' varsity softball field in an amount not to exceed \$5,800.00.

5-0 Vote

4. It is recommended to the board of education that it adopt the Performance Evaluation Forms to be used in the evaluation of 21st Century Grant employees. **(EXHIBIT E)**

5-0 Vote

5. It is recommended to the board of education that it approve an additional \$1,000 for 21st Century Grant Site Coordinators Ashley (Widrig) Galyk and Sarah Gibson for four (4) additional work hours per week, effective February 1, 2014 through June 30, 2014.

5-0 Vote

6. It is recommended to the board of education that it employ the following certificated teachers as tutors for the middle school and high school 21st Century Grant programs at the rate of \$22.00 per hour effective for the 2013-2014 school year. They will be paid from federal 21st Century Grant Funds.

Eric Chapman	Heidi Carroll	Christina Wigton
Whitney Mauk	Karen Miller	Leslie Shultz
Pam Freshour		

5-0 Vote

7. It is recommended to the board of education that it approve the adoption, revision or deletion of the following administrative guidelines as marked.

Policy No.	Topic	New	Delete	Revise
5215	Missing Children			x
5320	Immunization			x
5517	Anti-Harassment			x
8210	School Calendar	x		
8330	Student Records			x
8390	Use of Service Animals			x
8405A	Use of Service Animas in the Classroom & School Premises		x	

9160B	Use of Service Animals		x	
9270	Procedure for Educating a Child at Home			x
9270A	Admission of Students from Non-Chartered Schools			x
9700A	Distribution of Materials to Students			x

5-0 Vote

8. It is recommended to the board of education that it grant Tamara Dean, elementary assistant secretary, an unpaid leave of absence for the 2014-2015 school year. **(EXHIBIT F)**

5-0 Vote

9. It is recommended to the board of education that it employ employee Jocelyn Ute on an “as needed” basis as an education aide for Garrett (Eli) Smith (a Marion City School District resident special education student attending Pleasant) for the remainder of the 2013-2014 school year. Jocelyn will be placed on Step 0 of the Aide salary schedule (\$8.81 per hour) and will work 5.6 hours per day. Marion City Schools will reimburse Pleasant Local School for this cost.

5-0 Vote

10. It is recommended to the board of education that it grant a five (5) year limited administrative contract to Mr. Lane Warner, middle school principal, effective August 1, 2014, through July 31, 2019. **(EXHIBIT G)**

5-0 Vote

11. It is recommended to the board of education that it approve the following one-year supplemental contracts for the 2013-2014 school year. **The individual(s) listed, who are required to hold a valid Pupil Activity Permit, are employed with the understanding that they WILL NOT be able to direct, supervise or coach a pupil activity program that involves athletics, routine or regular physical activity (practices, scrimmages, workouts etc...) or health and safety considerations until they have obtained a valid Pupil Activity Permit, and said permit is on file in the Superintendent’s Office. The Athletic Director along with the respective building Principal will be responsible for assuring that the individual(s) listed are in full compliance with the above requirements.**

Aaron Goon

Junior Varsity Baseball Coach

Rich Nelson	High School Girls Track Coach
Lisa McDaniel	Volunteer Boys Tennis Coach (No Pay)

5-0 Vote

12. It is recommended to the board of education that it approve the following resolution for employment of pupil activity personnel:

WHEREAS, the Pleasant Local School Board of Education has offered the following positions to the employees of the district who are certificated as required by Section 3313.53 of the O.R.C. and no such employees who are qualified to fill these positions have accepted them;

NOW, THEREFORE, BE IT RESOLVED that the Pleasant Local School Board of Education will fill the following positions in compliance with Amended House Bill 251 and all applicable rules and regulations established by the State Board of Education.

BE IT FURTHER RESOLVED that the individual(s) listed are employed for the 2013-14 school year with the understanding that they WILL NOT be able to direct, supervisor or coach a pupil activity program that involves athletics, routine or regular physical activity (practices, scrimmages, workouts etc..) or health and safety considerations until they have obtained a valid Pupil Activity Permit, and said permit is on file in the Superintendent’s Office. The Athletic Director along with the respective building Principal will be responsible for assuring that the individual(s) listed are in full compliance with the above requirements.

Bruce Lawrence	Assistant Varsity Baseball Coach (\$1,000 paid from the Baseball Fund)
Kayla Brown	Junior Varsity Softball Coach
Dick Brown	Volunteer Junior Varsity Softball Coach (No Pay)
Kortney Cleveland	Middle School Girls Track Coach
Keith Atherton	Middle School Boys Track Coach
Kim Atherton	Volunteer Middle School Track Coach (No Pay)
Keelie Cook	Musical Choreographer
Gary Flach	Musical Accompanist
Christopher Baker	Musical Art/Set Director - ½ Time
Olivia Schmidt	Musical Art/Set Director – ½ Time

5-0 Vote

13. It is recommended to the board of education that it approve payment of \$100 to the following high school musical orchestra members:

Rick Baird	Beth Cumbie	Steve Cumbie
Trish Fredritz	Nadine Gittinger	David Johnston
Sarah Konvalinka	Julie Kubbs	Greg Lauer
Guy Schlicting	Caroline Schram	George Schram
Mark Stoneburner	Bill Swihart	

5-0 Vote

14. It is recommended to the board of education that it approve the following professional leave requests:

Doug Short District Wrestling Tournament Heath, Ohio February 21, 2014	Doug Short State Wrestling Tournament Columbus Ohio February 27 & 28, 2014
Mike Carroll Reebok Football Clinic Columbus, Ohio February 7, 2014	Aaron Cook Ohio State Football Coaches Clinic Columbus, Ohio April 11, 2014
Shelly Dason OPES Cambridge, Ohio March 17 & 18, 2014	Paula Dotson 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014
Diane Schuring 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014	Eric Chapman 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014
Sarah Kirby 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014	Teresa Carr 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014
Karen Ralston 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014	Stephanie Bosh 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014
Robin Thrush 3 rd Grade Guarantee Grant	Emily Norris 3 rd Grade Guarantee Grant

Marion, Ohio March 4, 2014	Marion, Ohio March 4, 2014
Allie Braumiller 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014	Amy Caudill 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014
Shelly Dason 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014	Michele Rankin 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014
Brandi Steele 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014	Heidi Carroll 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014
Tina Grills 3 rd Grade Guarantee Grant Marion, Ohio March 4, 2014	Lane Warner OASSA Zone Meeting Bucyrus, Ohio February 14, 2014
Teri Birchfield Jump Rope Demo Marion, Ohio January 31, February 3 & 10, 2014	Jean Smith Rotary 4-Way Speech Contest Marion, Ohio March 4, 2014
Jason Frank OMEA Conference Columbus, Ohio February 7, 2014	Charles Martindell Mock Trial District Competition Marion, Ohio February 21, 2014
Charles Martindell Mock Trial Regional Competition Marion, Ohio February 21, 2014	Stephanie Bosh Kindergarten Screening Marion, Ohio April 11, 2014
Joyce Chidester Kindergarten Screening Marion, Ohio April 11, 2014	Allie Braumiller Kindergarten Screening Marion, Ohio April 11, 2014
Robin Thrush Kindergarten Screening Marion, Ohio April 11, 2014	Amy Caudill Kindergarten Screening Marion, Ohio April 11, 2014
Emily Norris Kindergarten Screening Marion, Ohio April 11, 2014	Elizabeth Newton Kindergarten Screening Marion, Ohio April 11, 2014
Catherine Irons Kindergarten Screening	Jeff Rainey INFOhio

Marion, Ohio April 11, 2014	Marion, Ohio February 27, 2014
Shelly Dason PowerSchool Scheduling Marion, Ohio March 6, 2014	Joyce Chidester PowerSchool Scheduling Marion, Ohio March 6, 2014
Julie Foster EMIS & PowerSchool Marion, Ohio February 13 & 19, 2014	Kristine Webb PowerSchool Scheduling Marion, Ohio January 22, 2014
Shannon Massey PowerSchool Scheduling Marion, Ohio January 22, 2014	Janice Probst PowerSchool Scheduling Marion, Ohio February 19, 2014
Lin Wilson France Trip 2014 France & Italy March 21, 2014	Gilberto Aguirre France Trip 2014 France & Italy March 21, 2014
Laura Grover Differentiated Assessment & Grading Columbus, Ohio February 26 & 27, 2014	Kristine Webb PARCC Field Test Training Springfield, Ohio January 14, 2014
Dori Traynham Musical Preparation Marion, Ohio March 10, 2014	Dori Traynham Mid-Ohio Art Seminar Marion, Ohio February 14, 2014
Jenni Gardner Vietnam Awareness Day Marion, Ohio April 28, 2014	Gilberto Aguirre Vietnam Awareness Day Marion, Ohio April 28, 2014
Nate Dendinger Vietnam Awareness Day Marion, Ohio April 28, 2014	Tom Haley OBI Training Mt. Gilead, Ohio March 13, 2014
Josh Nease OBI Training Mt. Gilead, Ohio March 13, 2014	Natalie Collins Brown Bag Training Delaware, Ohio February 4, 2014
Shelly Dason Student Growth Measure Mansfield, Ohio February 27, 2014	Randy Owings PBIS Coaches Meeting Mansfield, Ohio February 12, 2014
Ben Snively State Basketball Tournament Columbus, Ohio	Jennifer Davidson Reading Endorsement Assessment Columbus, Ohio

March 20, 2014	March 19, 2014
Amy Werling Reading Endorsement Assessment Columbus, Ohio March 19, 2014	Julie Wigton Educating English Language Worthington, Ohio April 10, 2014
Matt Rank OBI Training Mt. Gilead, Ohio March 13, 2014	Lane Warner OPES Training Cambridge, Ohio March 17 & 18, 2014
Beth Collier OASBO Treasurer's Conference Columbus, Ohio March 11-12, 2014	

5-0 Vote

15. It is recommended to the board of education that it adjourn to executive session to discuss the employment of personnel. (Time: 7:08 p.m.)

5-0 Vote

16. It is recommended to the board of education that it return to regular session. (Time: 7:40 p.m.).

5-0 Vote

XI. Adjourn

5-0 Vote

