

BOARD OF DIRECTORS MEETING

LIBERTY HIGH SCHOOL

Held via Zoom:

<https://us04web.zoom.us/j/7499608063>

Meeting ID: 749 960 8063

Dial by your location

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Monday, March 30, 2020 at 5:15 p.m.



Board of Directors Meetings
of
LIBERTY HIGH SCHOOL

Monday, March 30, 2020
to begin at 5:15 P.M.

Please join my meeting from your computer, tablet or smartphone

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Agenda

- **Welcome and Formal Commencement of Meeting**
- **Introductions**
- **Public Comment (limited to 3 minutes)**
- I. Adoption of Agenda**
- II. *Acronym List**
- III. *Proposed Resolutions**
- IV. New Business**
 - A. *Sponsor Report
 - B. *Approval of Minutes from January 27,2020
 - C. *Financial Statements
 - D. *Management Company Report
 - E. *State of School Report
 - i. Review of OIP
 - F. *Report on Verification of Student Residency
 - G. *Service Agreement between Nexstep and Liberty High School
 - H. *Construction Update
 - I. *School's plan for continued operation during mandatory closure
 - J. *Policy Review
 - i. Parent Involvement Policy
 - ii. Homeless Children and Youth Policy
 - iii. Calamity Day Plan
 - K. *Legal Update
- V. Old Business**
- VI. Executive Session (if necessary)**
- VII. Next meeting date: May 18, 2020 at Orchard Park Academy**
 - **Adjourn**
 - **Sunshine Law Training**

LIST OF ACRONYMS

Acronyms	Description	Definition
ADM	Average Daily Membership	Average number of students in attendance on any given day, calculated by total student attendance days plus total student absence days divided by number of days in session.
AYP	Adequate Yearly Progress	A federal mandate that holds schools accountable for the performance of subgroups, as well as all students, with goals for schools, districts and the state to meet or exceed the annual objective or make progress over the previous year with the ultimate goal of 100 percent of all students at or above proficient by 2013-2014 in reading and mathematics.
BLT	Building Leadership Team	A variety of building-level staff members who complete the building-level Decision Framework and develops action plans to respond to the identified critical needs.
CCIP	Comprehensive Continuous Improvement Plan	A unified grants application and verification system that consists of a planning tool and funding application.
ELL	English Language Learner	Students who speak English as a second language or are limited in their ability to speak English.
EMIS	Education Management Information System	A statewide data collection system for Ohio's schools, including demographics, attendance records, course information, financial data and test results.
EMO	Education Management Organization	Management Company/Imagine Schools
ESSA	Every Student Succeeds Act	Being phased in as a replacement to No Child Left Behind
FAPE	Free Appropriate Public Education	Special education and related services for students aged 3 through 21 that are provided at public expense without charge.
FER	Final Expenditure Report	A complete financial report containing general information, amounts expended, a fiscal summary, project status and approvals that indicate the report is being submitted in accordance with the approved application and any applicable laws and regulations.
FERPA	Family Education Rights and Privacy Act	A law that addresses privacy issues associated with students and education.
HQT	Highly Qualified Teacher	Core academic subject teachers who

Acronyms	Description	Definition
		hold at least a bachelor's degree, are fully licensed by the state, and demonstrate content-area expertise in each subject they teach.
IDEA	Individuals with Disabilities Education Improvement Act	The national law designed to improve results for infants, toddlers, children and youth with disabilities.
IEP	Individualized Educational Program	A written legal contract developed, reviewed and revised in a meeting of an IEP team to best identify the nature and extent of special education intervention strategies and related services that a school will provide for a child with a disability.
KRA-L	Kindergarten Readiness Assessment-Literacy	An assessment tool developed by ODE that helps teachers identify early reading skills by measuring skills important to becoming a successful reader and helping teachers plan for experiences and lessons that encourage reading.
LEA	Local Education Agency	The State's way to identify each School
LRC	Local Report Card	Report detailing indicators based on students' performance on achievement tests, rates of improvement on those tests, and student attendance and graduation rates.
NCLB	No Child Left Behind Act of 2001	An education-reform law designed to improve student achievement and change the culture of America's schools by stressing accountability for results, with an emphasis on doing what works based on scientific research, expanded parental options, and expanded local control and flexibility.
OAA	Ohio Achievement Assessment	Required assessment that measures students on what they know and are able to do in mathematics, reading, science, social studies and writing, with administration to students from third to eighth grade (replaced Ohio's proficiency tests).
OIP	Ohio Improvement Process	An integrated, research-based planning approach for schools to use as they develop and implement a focused improvement plan. The OIP follows a four-stage cycle: Stage 1: Identify critical needs of school. Stage 2: Develop a focused plan.

Acronyms	Description	Definition
		Stage 3: Implement and monitor the focused plan. Stage 4: Evaluate the improvement process.
OTES	Ohio Teacher Evaluation System	Ohio's system for evaluating teachers.
OPES	Ohio Principal Evaluation System	Ohio's system for evaluating principals.
PERS	Ohio Public Employees Retirement System	The state's largest pension system for state and local public employees.
RTI	Response to Intervention	A multi-tier approach to the early identification and support of students with learning and behavior needs.
SLO	Student Learning Objective	A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students. Student learning objectives demonstrate a teacher's impact on student learning.
SMART Goal	SMART is an acronym that helps individuals write meaningful and measurable goals .	The letters of the acronym stand for specific, measurable, achievable, results-focused, and time-bound.
STRS	State Teachers Retirement System	A retirement system for educators who contribute to STRS Ohio for service in an Ohio public educational institution.
TBT	Teacher Based Team	Collaborative teacher teams at the classroom level that implement procedures for the effective use of data to assess the impact on student learning, and to make decisions about teaching and learning.
Title I	Also known as: Improving the Academic Achievement of the Disadvantaged; Education for the Disadvantaged – Grants to Local Education Agencies; Title I ESEA; Title I LEA Grants	A federally funded program that provides financial assistance through state or local education agencies and schools with high numbers or high percentages of poor children to help ensure that all children meet challenging state academic standards.
Title II-A	Also known as: Improving Teacher Quality State Grants	A federally funded program that seeks to increase academic achievement by improving teacher and principal quality, by increasing the number of highly qualified teachers in classrooms; improving the skills of principals and assistant principals in schools; and increasing the effectiveness of teachers

Acronyms	Description	Definition
		and principals by holding LEAs and schools accountable for improvements in student academic achievement.
Title II-D	Also known as: Enhancing Education through Technology; Ed Tech State Program; Ed Tech	A federally funded program that seeks to improve student achievement through the use of technology in elementary and secondary schools; help all students become technologically literate by the end of the eighth grade; and establish research-based instructional methods that can be widely implemented.
Title III	Also known as: English Language Instruction State Grants; Language Instruction for Limited English Proficient Children and Immigrant Children and Youth	A federally funded program designed to improve the education of limited English proficient children and youths by helping them learn English and meet challenging state academic content and student academic achievement standards.
Title IV-A	Also known as: Safe and Drug-Free Schools and Communities Act	Federally funded support programs that: prevent violence in and around schools; prevent the illegal use of alcohol, tobacco and drugs; involve parents and communities; and are coordinated with related federal, state, school and community efforts and resources to foster a safe and drug-free learning environment that supports student academic achievement.
Title IV-B	Also known as: 21st Century Community Learning Centers	A federal program that provides funds to increase students' and communities' access to school building services and to before- and after-school activities, including enrichment activities that help children meet state academic achievement standards.
Title V-A	Also known as: Innovative Programs	A federally funded state-administered formula grant program designed to improve the quality of education for all students through innovative assistance programs that include instructional and educational materials, technology, school improvement, school and education reform, as well as address the education needs of at-risk and high-cost students.
Title VI-B Rural	Also known as: Rural Education Achievement Program, Small Rural School Grants	An annual federally funded entitlement grant program that provides financial assistance to eligible rural districts to assist them in meeting their state's

Acronyms	Description	Definition
		definition of adequate yearly progress (AYP).

LIBERTY HIGH SCHOOL
PROPOSED RESOLUTIONS
March 30, 2020

Agenda

RESOLVED, that the Board of Directors accepts the Agenda for the Board Meeting on March 30, 2020, subject to any amendment by the Board of Directors during said meeting.

Sponsor's Report

RESOLVED, that the Board of Directors accepts the Sponsor's Report as presented.

Minutes from January 27, 2020 Meeting

RESOLVED, that the Board of Directors approves the January 27, 2020 meeting minutes as presented.

Financial Statements

RESOLVED, that the Board of Directors accepts the Financial Statements as presented.

Management Company Report

RESOLVED, that the Board of Directors accepts the Management Company Report as presented.

State of School Report

RESOLVED, that the Board of Directors accepts the State of School Report as presented.

Report on Verification of Student Residency

RESOLVED, that the Board of Directors has reviewed the Monthly Verification of Residency Report as presented.

Service Agreement between Nexstep and Liberty High School

RESOLVED, that the Board of Directors accepts the Service Agreement between Nexstep and Liberty High School as presented.

Policy Review

RESOLVED, that the Board of Directors has reviewed the Parent Involvement Policy and Homeless Children and Youth Policy.



SPONSOR CONNECTION

for Schools Sponsored by St. Aloysius

March 2020

Upcoming Events
see *what's happening this [month](#)*

Local Equity Access Planning Training Opportunities

Local Equity Access Planning seeks to ensure that poor and minority students have equitable access to excellent educators who are effective, experienced, and properly licensed or certified. Districts and schools complete local equitable access plans using district and building-specific data to identify areas of opportunity and growth. Sign up for one of the regional equity labs in STARS through the OH|ID Web Portal. Meeting locations and dates are:

- Tiffin – Educational Service Center of North Central Ohio, March 2;
- Dayton - Montgomery County Educational Service Center, March 9.

First annual School Safety Summit, June 10-12

The Ohio School Safety Center will host the [1st Annual School Safety Summit](#) June 10-12 at the Greater Columbus Convention Center. The free summit will offer school safety, public safety, mental health and other professionals the chance to share best practices, training and resources with schools and community leaders across the state.

Community School Mergers

Any community school considering or exploring the possibility of merging with another community school must meet new requirements in [ORC 3314.0211](#).

Please review the section on mergers outlined in the [HB 166 FAQ document](#). If you have additional questions, please contact [Tammie Osler](#).



2020 Future History Makers Award

On Friday, February 28, 2020, Broadway Academy Principal, Sherree Dillions was awarded a “Future History Makers Award” for the city of Cleveland, sponsored by Radio One. The award is given to people in Cleveland who are positively changing Clevelanders lives now that will impact their future. Ms. Dillions will select a non-profit of her choice who will receive a monetary gift in her name.

Ms. Dillions became the administrator of Broadway Academy in August 2017 after being hired by the school's operator, Accel Schools*. The school was on the verge of closing with a Performance Index (PI) score of 32.8 and an 'F' in School Gap Closing. Within two years, the school has become one of the highest performing schools in the city improving its PI score to 75.3 and Gap Closing to 'A'.

Ms. Dillions has 28 years of experience as an administrator previously working with the Cleveland Metro School District and currently with Accel Schools. She has a proven track record of turning low performing schools into schools of academic success and achievement. Ms. Dillions has been highlighted in the New York Times and other news outlets for her talent to create “Dream Teams” of educators that are invested and committed to academic success and achievement for all students. Her belief is that all students “From the Neck Up” can learn and achieve regardless of life's circumstances. It doesn't matter where they live or what they have experienced, if there is a “Dream Team” of educators committed and

Ohio Department of Health: CDC posting updated COVID-19 guidance for schools

The U.S. Centers for Disease Control and Prevention has posted [interim guidance for child care programs and K-12 schools](#). This interim guidance is based on what is currently known about the transmission and severity of coronavirus disease 2019 (COVID-19).

Districts and schools: Do you have a Student Wellness and Success funding story to share?

The Ohio Department of Education has launched the [Student Wellness and Success Funding: Ideas for Innovation webpage](#), highlighting the great work of schools and districts to support the needs of the whole child and inspire ideas for using Student Wellness and Success funds. Has your school or district established programs or services to support the whole child or student wellness? Do you have a success to share with others? The Department is asking for your help in identifying initiatives that align with the [Student Wellness and Success funds](#).

invested in the students' academic success, it will happen. Believe it and achieve it!

** Accel Schools is the largest operator of public charter schools in Ohio. The board of Broadway Academy hired Accel Schools to implement a comprehensive turnaround of Broadway Academy.*

Comprehensive Local Needs Assessment: Perkins V technical assistance conference calls

The Ohio Department of Education's Office of Career-Technical Education in partnership with the [Ohio Department of Higher Education](#) is offering biweekly Skype sessions to help local leaders implement the Comprehensive Local Needs Assessment. Session presenters will offer guidance, answer questions and suggest materials to review in individual planning sessions.

All Skype sessions are from noon to 1 p.m. Please click on the applicable session below to access the meeting log-in webpage:

- [Thursday, March 12, 2020](#), call-in number 1-614-721-2972, access code: 941498546#
- [Thursday, March 26, 2020](#), call-in number 1-614-721-2972, access code: 941498546#

For questions about the conference calls, please email [Rhedeshia Young-Willingham](#) or call (614) 387-6001.

Disproportionality in Ohio Student Suspensions

Shelly Beard, Director of Office for Exceptional Children shared information regarding data that demonstrates Ohio schools suspend more students of color when compared to the total student population.

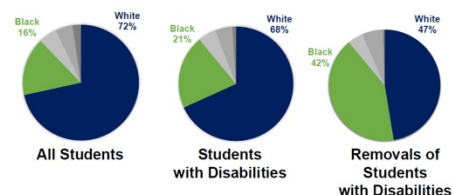
This year schools will be required to report the number of suspensions for all students and indicate student's educational program and demographics. If you want more information on this data, please contact: shelly.beard@education.ohio.gov. For more information on the Technical Document on Disproportionality: [Ohio Department of Education Technical Document on Disproportionality](#).

DID YOU KNOW?

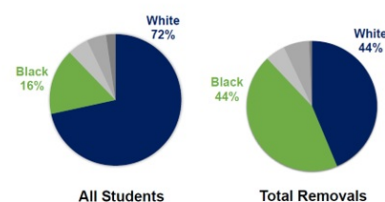
When compared to their peers of other races, Black students in Ohio are:

- » More than **2 times** as likely to be identified with intellectual disabilities, placed in restrictive settings, or removed for discipline.
- » More than **3 times** as likely to be identified as having an emotional disturbance.
- » More than **3 times** as likely to be expelled from school.

Because of the Data?



Because of the Data?



Ethics Legal Reminder



The Ethics Law prohibits a public official from soliciting or accepting ‘anything of value,’ if the thing of value could have a substantial and improper influence on him in the performance of public duties. A “public official or employee” is any person who is: (1) elected or appointed to an office of a public agency; or (2) employed by a public agency. A “public agency” is any department, division, institution, board, commission, authority, bureau, or other entity of the state, or any county, city, village, township, or other instrumentality of the state. Included are any public library, school district, regional transit authority, and all other public bodies. [R.C. 102.01(C)]. Governing Authority Members of charter schools qualify as public officials as they hold an office of a public agency (school district).

‘Anything of value’ is defined in state law to essentially include anything with any monetary value. So, before a governing authority member accepts a gift or thing of value, both the source and the value must be considered. The Ethics Law prohibits public officials from accepting substantial things of value from improper sources. The word ‘substantial’ is not defined by a specific dollar amount, so the Ethics Commission has provided guidance to help public officials understand and comply with the law. In [Advisory Opinion 2001-03](#), the Commission offered examples of substantial things of value which cannot be accepted, but also gave examples of items that are considered nominal under the law. Items that are considered nominal – and therefore not prohibited - could include a cup of coffee, a box of popcorn, an inexpensive picture frame, or a plate of cookies.

Accepting gifts of this type would not be prohibited under the law. Be aware, though, that the Commission has cautioned that nominal items or expenses could have a substantial cumulative value if extended over time.

So, while a governing authority member would not be prohibited from accepting the occasional modest gift from a vendor or regulated party, routine acceptance of such gifts from the same source will add up over time. Examples of substantial gifts include outside consulting jobs or private employment, payment of debts, loans, travel to exotic locations, lavish meals, entertainment activities, such as golf outings or season tickets for a professional sports team, or significant discounts on major consumer items.

In addition to determining the value of a gift, a public servant must also consider the source – or the giver – of the thing of value. The Ethics Law prohibits public officials from accepting substantial things of value from improper sources.

The Commission defined an “improper source” as any person, company, organization, or other entity that has any of these relationships with the public agency an official or employee serves:

- Doing or seeking to do business with the agency;
- Regulated by the agency; or
- Interested in matters before the agency.

In our case, the public agency is the school. Any person or company in one of these categories is considered an ‘improper’ source and therefore may not gift a governing authority member with substantial gifts.

Comprehensive Plan

As a part of the Sponsor Evaluation last year, all schools sponsored by St. Aloysius were asked to review & approve a “comprehensive plan.” The “comprehensive plan” is a statutory requirement that typically has been met by incorporating the required elements (a plan describing the governance, management, administration, instructional program, educational philosophy and financial controls of the school) into each school’s charter

Additional Career Exploration Resources Available for K-12 Students and Teachers

Looking for guidance to offer students about the latest in-demand jobs in Ohio? [Ohio's Top Jobs website](#) provides searchable information on occupations across Ohio, including salaries, job growth opportunities, education required and current openings. Ohio’s Top Jobs website offers valuable insight into available career

agreement as attachments. Recently, the Ohio Department of Education (ODE) has indicated that each school should separate out these elements and approve them as a separate document, for the purpose of “creating” a “comprehensive plan” from already existing elements of the schools charter agreement. All schools did so last year and the “comprehensive plans” were submitted to ODE. The ODE contracted evaluators rejected all of the submissions with no explanation. After Charter School Specialists appealed all the rejections, ODE reconsidered and accepted nearly all of those “Comprehensive Plans” as originally submitted. ODE indicated that a handful of comprehensive plans (missing signatures, outdated information, etc.) would not be accepted. The board and/or legal counsel of the schools whose plans that ODE did not accept will be/have been notified and asked to re-approve or address any deficiency. Fortunately, if a school’s plan was accepted, they are not required to annually approve this item. Of course, if any part of the plan is modified or changed, an updated “comprehensive plan” would need to be approved.

Additionally, all new schools that opened this school year will be asked to review and approve a “Comprehensive Plan” that will be prepared for you by Charter School Specialists’ legal counsel. It will consist of already existing attachments from your charter that ODE has determined need to be separated out and approved as a “Comprehensive Plan”. If you any questions about this requirement please contact Brian Dunbar at 614.837.8945 ext. 15 or by [email](#).

directions for both students and educators.

Ohio’s free resource for researching and exploring careers, [OhioMeansJobs K-12](#), now includes updated content that connects even younger explorers with their futures. In addition to age-appropriate career exploration activities, it continues to offer students up-to-date information on the skills, knowledge and tools necessary for various work. The dynamic website features recommended activities to guide students’ career exploration and planning. Each student’s experience using [OhioMeansJobsK-12](#) is customizable, based on his or her interests, using resources like the Dynamic Pathway Tool. Students also can customize their experiences through activities offered in the training and assessment center, such as the Armed Services Vocational Aptitude Battery (ASVAB) exam.

For more information, including how to sign up for the teacher administration tool that lets teachers view student activity, [visit the Department’s website](#).



Students can earn the OhioMeansJobs-Readiness Seal in after-school and summer programs

The free [Young Entrepreneur Pitch toolkit](#) provides after-school & summer programs coaching on skills & experiences related to the OhioMeansJobs-Readiness Seal.

Residency Verification Reminder

Governing Authorities please keep in mind that the law requires that governing authorities verify students’ district of residence annually to ODE. It also requires a monthly review of residency records of enrolled students. The monthly review is based on student documentation on file at the school. While a school may also consider reports from EMIS and SOES to confirm documentation on file, it can’t be the only source for monthly verification. ***The verification is not to confirm how many students are being flagged by the district but to confirm the school has accurate documents on file to verify a student’s correct resident district.***

It is recommended that governing authorities, working with their legal counsel, develop a monthly residency report that is reviewed and approved at every board meeting (*the residency review should be listed on the board agenda and in the board minutes*). The report should include information such as how many new students have enrolled in the school; how many student records have been randomly reviewed including SSID numbers; how many parents or guardian address updates were provided to the school; disputed residency issues noted and the process that was used to confirm proof of residency was reviewed and meets school policy requirements. If you would like more information, please contact Brian Dunbar at 614.837.8945 ext 15 or by [email](#).

ODE recently made a minor change in the documents that may be used to determine a student's residency. The **FY20 FTE Manual** was updated September 2019 to remove "Voter Registration" as an acceptable form of "proof of residency" (POR). ODE determined it was an inappropriate since the student's residence could change but not be reflected on the voter registration.

If your school's Residency Verification Policy lists voter registration as one of the documents accepted as POR, you will need to update the policy.

Also, please remember the policy needs to specify how many documents (*one, two, etc.*) the board will require to confirm residency from the list below (ORC 3314.11(E), ORC 3314.11).

1. A deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or current real property tax bill;
2. A utility bill or receipt of utility installation issued within ninety days of enrollment;
3. A paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
4. The most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence;
5. Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence. The superintendent of public instruction shall develop guidelines for determining what qualifies as an "official document" under this division.

For more information please refer to the **FY20 FTE Manual** located [HERE](#).

New 2019 Graduation Appeal Window



The Ohio Department of Education recently received new guidance from the U.S. Department of Education on cohort assignments for students in the graduating classes of 2019 and beyond. The guidance allows Ohio to accept appeals from districts asking to update the EMIS elements titled "Fiscal Year that Student Began Ninth Grade" and "Grade Level" in cases where a data reporting error caused the student to be assigned to the wrong graduating class. This is a significant change in policy.

ODE is going to allow districts to request updates for these EMIS elements through a new 2019 graduation data appeal window for the 2019 graduation cohort. The guidance does not allow Ohio to update a student's assignment to the 2018 cohort or earlier, so no appeals to move a student into the graduating class of 2018 will be accepted.

From March 2 through March 13, superintendents can review their 2019 graduation data submitted in EMIS to appeal **ONLY** the Fiscal Year that Student Began Ninth Grade element or the Grade Level element, which is used to place some students in a graduation cohort. Note, this appeals window allows districts the opportunity to correct data for the graduating class of 2019 based on the updated federal guidance, since these data have an impact the 2019 graduation rates to be published on the 2020 Ohio School Report Cards.

A district that finds inaccurate data should submit an appeal by the March 13 deadline using the 2019 Data Appeal for Cohort form, available in the OH|ID portal. A student assigned a FY20 or beyond cohort who was misreported may be appealed now. In future years, this element also will be appealable during the graduate appeal window held for each graduating class in the fall after that cohort graduates.

The superintendent, EMIS coordinator and superintendent designee have access to fill out the form. However, the form is not submitted officially to the Department until the superintendent completes the approval process.

For more information please click [HERE](#).

**CHARTER SCHOOL
SPECIALISTS**

If you would like to submit an article on the accomplishments of your school, students or staff members, please submit [HERE](#)

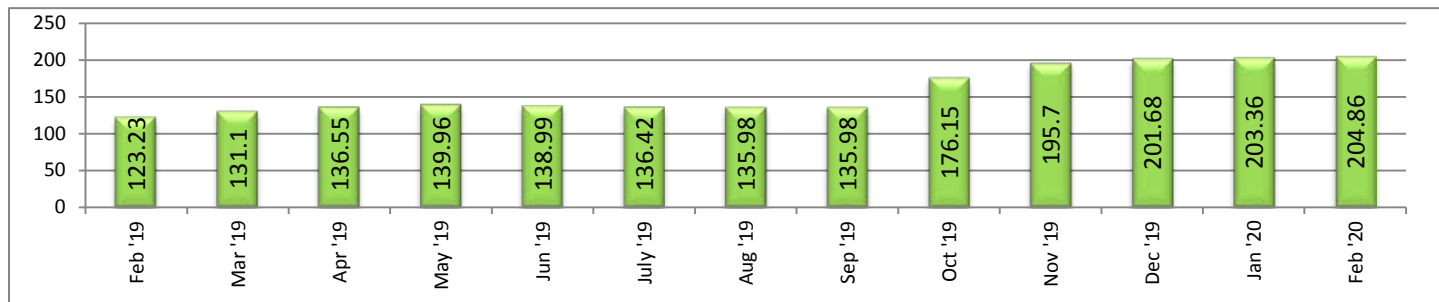
Liberty High School

Your School At-A-Glance Report



Student FTE for February 2020

FTE Information is taken from the Ohio Department of Education's Community School Payment Report.



Board Actions

REVIEW OIP SCHOOL IMPROVEMENT PLAN AT EACH BOARD MEETING:

GOAL 1: Liberty High School will increase the percentage of students achieving a minimum of a proficient score on the ELA 1 End-of-Course Exam from 12% in the Spring of 2018 to at least 25% by the end of the 2021 school year.

STRATEGY: Participation (ELA Teachers) in data driven, ongoing, collaborative professional learning communities (multi-district) for curriculum development (incorporation of literacy program within structure of ELA 1)

GOAL 2: liberty high school will increase the percentage of students achieving a minimum of a proficient score on the algebra 1 end of course exam from 4% in the 17-18 school year to at least 10% by the end of the 2018-2019 school year.

STRATEGY: Participation (Mathematics Teachers) in data driven, ongoing, collaborative professional learning communities (multi-district) for curriculum development (embedding interleaved mathematical practices within the Algebra 1 curriculum).

DISCUSSION QUESTIONS TO CONSIDER:

- Are the goals, strategies, and action steps aligned to the priority actions that will impact the school report card? Evidence?
- Have the planned strategies and action steps been implemented? Discuss evidence.
- Which established action steps have been completed within the identified timelines? What obstacles (if any) have prevented implementation?
- How do the strategies and action steps differ from past practices? Are the strategies and action steps reflective of evidence-based practices? How do you know?
- What data has been collected to determine whether or not the strategies and action steps are positively impacting student learning outcomes?
- What is the data telling us? Are the trends changing?
- Does the school improvement plan need to be adjusted? What is the evidence?
- Are the necessary resources available and being used? If not, why?
- Is there additional technical assistance needed from the Management Company, Board, Sponsor, etc.?



Key Dates

Charter Agreement:

- Expiration: 6/30/23
- Application Review: Fall 2022

Year 1 Intervention Status- 6.4b Reporting Due:

- 12/20/19- **PAST DUE**

OAR Visit:

- 11/8/19

Compliance Onsite Review:

- 10/9/19

Special Education Onsite Review:

- Fall- 10/24/19
- Spring- April

College Career Readiness Review:

- March

Corrective Action Plans/Probation:

- N/A

Contract Terms for Renewal Eligibility

Per Section 11.7 of its contract with St. Aloysius, Liberty High School is eligible for renewal if it:

- (1) Receives a grade of *Meets* or higher in at least one applicable grade card component for the most recent school year; or
- (2) Meets the criteria listed below:
 - a. An overall report card grade that is **greater than or equal to three of the five comparison group schools**, consisting of traditional public schools and charter schools with similar student demographics within 5-10 miles of the School:
 - i. Dayton Business Tech High
 - ii. Life Skills Center of Dayton
 - iii. Cliff Park High School
 - iv. Mound Street Academies
 - v. Urban Early College Network

Comparison information is displayed below.

Liberty High School selected comparison schools which are named in its charter. One of the schools selected, Belmont High School, is a traditional public school serving grades 7-12; it receives a regular report card, not the alternative report card dropout prevention and recovery community schools received. The Sponsor selected Mound Street Academies as a replacement comparison school for Belmont. Mound Street Academy – Health Careers closed in June 2018. The Sponsor selected Cliff Park High School as a replacement.

Academic Performance: 2018 - 2019 Report Card

	Distance from School	Overall Rating	Combined Graduation Rate	High School Test Passage Rate	Progress	Gap Closing
Dayton Business Tech High	0.6 miles	Meets Standards	Exceeds Standards	Does Not Meet Standards	Does Not Meet Standards	Exceeds Standards
Life Skills Center of Dayton	2.3 miles	Meets Standards	Does Not Meet Standards	Does Not Meet Standards	Meets Standards	Exceeds Standards
Cliff Park High School	Contiguous County	Meets Standards	Meets Standards	Exceeds Standards	Meets Standards	Meets Standards
Mound Street Academies	2.3 miles	Does Not Meet Standards	Meets Standards	Does Not Meet Standards	Does Not Meet Standards	Meets Standards
Urban Early College Network*	5.0 miles	Meets Standards	Meets Standards	Does Not Meet Standards	Does Not Meet Standards	Exceeds Standards
Liberty High School	***	Meets Standards	Does Not Meet Standards	Exceeds Standards	Meets Standards	Does Not Meet Standards

*Called Bridgescape - Dayton in the charter

Definitions:

Overall Rating - a combination of the school's high school test passage rate, gap closing component, progress component, and graduation rates form the school's overall rating.

Combined Graduation Rate - looks at the percentage of students who are successfully completing high school with a diploma in 4,5,6,7 and 8 years.

High School Test Passage Rate - represents the number of students who passed all five state tests that are required for graduation.

Progress - looks at the progress students in grades 9-12 are making in math and reading.

Gap Closing – reflects how well subgroups of students are meeting the state's performance expectations in reading, math and graduation rates.

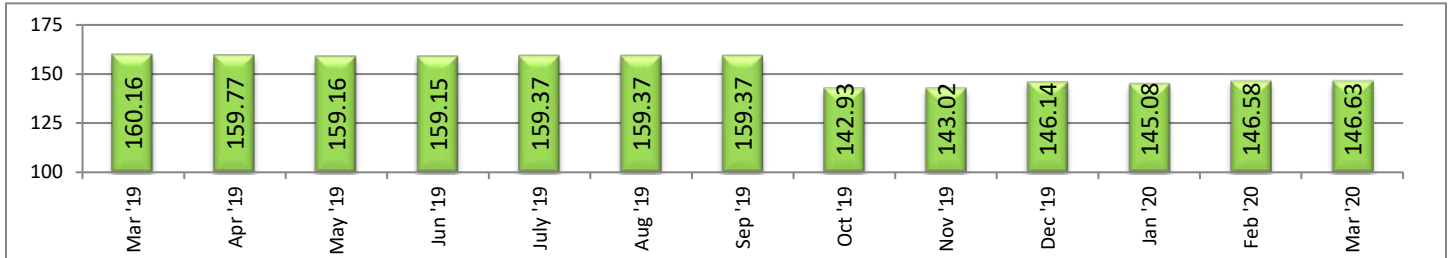
Orchard Park Academy

Your School At-A-Glance Report



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Board Actions

REVIEW OIP SCHOOL IMPROVEMENT PLAN AT EACH BOARD MEETING:

GOAL 1: By Spring 2019, students will demonstrate achievement and progress as evidenced by the NWEA Map Assessment and the state report card: 1) the percentage index will be at 55%/D. 2) K-3 Literacy will remain at a C or higher. 3) 80% of students in grades 3-8 will be at 80% or higher on school-made writing assessment.

STRATEGY: Align objectives, instruction, assessments and acceleration/remediation to Ohio's New Learning Standards.

GOAL 2: Each month, Orchard Park Academy will have a monthly attendance average of 93% or higher, as measured by schoolwide attendance reports.

STRATEGY: Implement a Schoolwide attendance tracking program, with incentives and consequences.

DISCUSSION QUESTIONS TO CONSIDER:

- Are the goals, strategies, and action steps aligned to the priority actions that will impact the school report card? Evidence?
- Have the planned strategies and action steps been implemented? Discuss evidence.
- Which established action steps have been completed within the identified timelines? What obstacles (if any) have prevented implementation?
- How do the strategies and action steps differ from past practices? Are the strategies and action steps reflective of evidence-based practices? How do you know?
- What data has been collected to determine whether or not the strategies and action steps are positively impacting student learning outcomes?
- What is the data telling us? Are the trends changing?
- Does the school improvement plan need to be adjusted? What is the evidence?
- Are the necessary resources available and being used? If not, why?
- Is there additional technical assistance needed from the Management Company, Board, Sponsor, etc.?



Key Dates

Charter Agreement:

- Expiration: 6/30/23
- Application Review: Fall 2022

Year 2 Intervention Status- 6.4b Reporting Due:

- 5/1/20

One Plan Cohort:

- Year # 2

OAR Visit:

- 11/19/19

Compliance Onsite Review:

- 1/22/20

Special Education Onsite Review:

- Fall- 11/14/19
- Spring- March

Corrective Action Plans/Probation:

- None Noted

Contract Terms for Renewal Eligibility

Per Section 11.7 of its contract with St. Aloysius, Orchard Park Academy is eligible for renewal if it:

- (1) Receives a grade of C or higher in at least one applicable grade card component for the most recent school year; or
- (2) Meets the criteria listed below:
 - a. An overall report card grade that is **greater than or equal to three of the five comparison group schools**, consisting of traditional public schools and charter schools with similar student demographics within 5-10 miles of the School:
 - i. McKinley Elementary
 - ii. Louis Agassiz Elementary
 - iii. Constellation: Madison Community Elementary
 - iv. West Park Academy
 - v. Marion C. Seltzer Elementary

Comparison information is displayed below.

Orchard Park Academy selected its own comparison schools during the contract process. The goal is for the schools to be similar (within 10 percentage points) in demographic characteristics (percentages of families with low income; racial/ethnic minority; students with disabilities; and limited English proficiency) as well as in close proximity to Orchard Park Academy. One comparison school, McKinley, closed.

Academic Performance: 2018 – 2019 Report Card

	Distance from Community School	Overall School Grade	Progress	Performance Index Points	K-3 Literacy	Gap Closing (AMO)	Indicators Met
McKinley Elementary Elyria (TPS)	22.5 miles	C	B	84.1	D	D	F
Louis Agassiz Elementary (TPS)	2.3 miles	C	A	60.7	C	F	F
Cleveland Municipal SD	District of Location	D	F	61.6	D	C	F
Constellation: Madison Community Elementary (CS)	2.8 miles	D	C	60.3	D	F	F
West Park Academy (CS)	3.5 miles	D	C	56.0	D	F	F
Marion C. Seltzer Elementary (TPS)	2.8 miles	C	B	59.5	C	B	F
Orchard Park Academy	***	D	C	65.6	F	F	F

TPS is a traditional public school

CS is a community school

**Comparison school is located in Euclid City School District; all others are in Cleveland Municipal School District*

Definitions:

Overall School Grade - The overall grade is calculated by using results in the six report card components: Achievement, Progress, Gap Closing, Improving At-Risk K-3 Readers, Graduation Rate and Prepared for Success.

Progress - measures the growth for all types of students and highlights the importance of providing the curriculum and instruction that will help all students grow academically every year.

Performance Index - measures the achievement of every student, the higher the student's performance level, the more points the school earns.

K-3 Literacy - measures how well schools and districts are helping young students who are reading below grade level.

Gap Closing - measures the academic performance of specific groups of students, such as racial and demographic groups. Each group is compared against the collective performance of all students in Ohio to determine if there are gaps in academic achievement.

Indicators Met - measures how many students have a minimum, or proficient level of knowledge. Eighty percent (80) of students must score "proficient" or higher to get credit for the 23 test indicators.

DRAFT

MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
LIBERTY HIGH SCHOOL
HELD ON JANUARY 27, 2020

Directors attending: Judy Tarr, Owen Spaite, Jessica Hricovec, Jennifer Yorko, and Rob Demko.

Absent: Nick Manno

Guests attending: Paulette Hare, Randy Smoot, Andrea Dobbins, Jason McMillin, Rick Rockich, Karen Wachter, and Becky Scheiman.

Ms. Hricovec called the meeting to order at 5:15 p.m. and following introductions, there was no public comment. There were no changes to the Agenda. Thereafter, upon a motion duly made by Ms. Yorko and seconded by Ms. Tarr, the Board of Directors unanimously passed the following resolution:

20-01 RESOLVED, that the Board of Directors accepts the Agenda for the Board Meeting on January 27, 2020, subject to any amendment by the Board of Directors during said meeting.

There were no changes to the minutes from the November meeting. Thereafter, upon a motion duly made by Mr. Demko and seconded by Ms. Yorko, the Board of Directors unanimously passed the following resolution:

20-02 RESOLVED, that the Board of Directors approves the November 18, 2019 meeting minutes as presented.

Ms. Dobbins reviewed the Sponsor Connection Newsletter with the Board. She noted that the Sponsor was moving into compliance season. She also explained the upcoming compliance season for the Office of Federal Programs and suggested that the School contact Ms. Nanette Sherman with any questions or concerns on the CCIP/ Federal Funds.

Ms. Dobbins noted that the Onsite Assistance Review had been included for the Board's consideration. She explained that the Sponsor sends a team of individuals out to the School to perform a site visit and the feedback is included in the report. She explained that the biggest items was the need for the School staff to perform a gap analysis with the Apex Curriculum to determine additional resources that may be necessary. A suggestion was also made to refine the School Improvement plan to target improvement to be made on the 2019-2020 local report card.

Thereafter, upon a motion duly made by Mr. Demko and seconded by Ms. Yorko, the Board of Directors unanimously passed the following resolution:

20-03 RESOLVED that the Board of Directors accepts the Sponsor Report as presented.

Mr. McMillin presented the Financial Report through December 31. Enrollment is 202 students, which exceeds the budgeted enrollment. The School is current on obligations to vendors and the Management Company. He explained that through December the School has been able to repay Oakmont \$98,000 of the initial investment that was made in the School. In addition, a payment of \$78,000 was made in January. Mr. McMillin explained that he anticipated being very close to paying off the outstanding payable to Oakmont by the end of the school year. He also informed the Board that the School is using the Federal Funds. However, he noted that the School needed to pay close attention to the Expanding Opportunities Grant as only one PCR had been submitted for a limited amount of funding and the School had just under \$475,000 to spend for the year.

Mr. McMillin noted that the Audit had been completed and was submitted to the Auditor of State before the end of December. The School received a clean audit with no findings for recovery or management letter comments. However, it appears as if the School continued to have trouble with the student record documentation. He has discussed the issue with Oakmont.

Mr. McMillin noted that the 1099's had been sent to the Board Members and indicated that he could email them to Board Members if they had yet to receive them.

Thereafter, upon a motion duly made by Ms. Tarr and seconded by Mr. Spaite, the Board of Directors unanimously passed the following resolution:

20-04 RESOLVED, that the Board of Directors accepts the Financial Statements as presented.

Ms. Wachter reviewed the Management Company Report with the Board. She noted that the School would be submitting an additional \$211,000 PCR for the Expanding Opportunities Grant related to the buildout of an additional classroom for Career Tech. She informed the Board that Oakmont had recently completed a leadership retreat. She also noted that the School staff was meeting to complete the gap analysis on the Apex curriculum.

Ms. Hare provided additional information related to the building improvements. She explained that the carpet had been installed over the break in two classrooms. In addition, they have received quotes for the hallway to be updated with new carpeting and tile and have recently met with the Landlord related to additional buildout of the open areas. The architectural drawings have been completed and the Landlord is currently asking his architect to review the same. After the Landlord completes his review, Oakmont expects to have a better idea of whether the expenditure will be amortized over the length of the lease or be due at the time of buildout. Ms. Hricovec encouraged Oakmont to send over the information as soon as it is received.

Ms. Hare discussed the possibility of adding skylights to increase the natural light in the School and noted that this was a goal for the expansion.

Thereafter, upon a motion duly made by Mr. Spaite and seconded by Ms. Tarr, the Board of Directors unanimously passed the following resolution:

20-05 RESOLVED, that the Board of Directors accepts the Management Company Report as presented.

Mr. Smoot then provided an update to the Board and reviewed the State of the School Report. He thanked the Sponsor for the site visit and noted that it was very helpful especially since it occurred early in the year. He explained that he took the feedback seriously and the teachers have dived into the curriculum analysis. He informed the Board that the gap analysis for Algebra 1, Geometry and ELA had been completed and was being implemented. As part of the progress, teachers have gone to other schools to observe operations. Mr. Smoot noted that the School has crossed the 350 credit mark for the year and noted that in comparison the School never hit 350 credits earned in the prior year. The School is anticipating having 50-55 graduates this year. Mr. Smoot noted that enrollment was strong and the School had many local partnerships.

The Board then congratulated Mr. Smoot on his success and encouraged him to continue.

Thereafter, upon a motion duly made by Ms. Tarr and seconded by Mr. Spaite, the Board of Directors unanimously passed the following resolution:

20-06 RESOLVED, that the Board of Directors accepts the State of School Report as presented.

The Board reviewed the Racial Balance report, report of verified acts of harassment, intimidation and bullying, and verification of student residency report. The Board also discussed the Health and Safety Policies and revised Federal Educational Funds Procurement Policy. Thereafter, upon a motion duly made by Mr. Demko and seconded by Ms. Tarr, the Board of Directors unanimously passed the following resolutions:

20-07 RESOLVED, that the Board of Directors accepts the semi-annual report on verified acts of harassment, intimidation and bullying as submitted.

20-08 WHEREAS, the Board of Directors has reviewed a comparison of the School's current racial and ethnic demographics with the demographics for local public schools and the surrounding area; and

WHEREAS, the School's racial and ethnic balance is similar to that of local area schools and the School markets to every subsection of the potential student population.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors finds the School's marketing plan continues its commitment to the requirements of the applicable racial and ethnic balance laws.

20-09 RESOLVED, that the Board of Directors has reviewed the Monthly Verification of Residency Report as presented.

20-10 WHEREAS, Board counsel has distributed to the Board of Directors in advance of the Board meeting copies of the Board's current policies and procedures impacting the health and safety of students, employees, and others using the School and the Board Members have reviewed said policies;

THEREFORE, BE IT RESOLVED, that the Board of Directors has reviewed the following Health and Safety Policies, which are contained in the Board's electronic policy manual: Anti-Harassment, Anti-Intimidation and Anti-Bullying Policy; Food Allergy Policy, Epinephrine Injector Policy; Asthma Inhaler Policy; Medication Administration Policy; Immunization Policy; Reporting Policy on Child Abuse or Neglect; Pesticide Policy; Wellness Policy; Student Diabetes Care Policy and Procedures; Hearing and Vision Screening Policy and Policy on Protective Eyewear.

20-11 RESOLVED, that the Board of Directors accepts the revised Federal Educational Funds Procurement Policy as presented.

The Board noted that the next meeting would be held on March 30, 2020.

Thereafter, the meeting was adjourned.

Jennifer Yorko, Secretary
Liberty High School

Liberty High School
Statement of Net Position
February 29, 2020

ASSETS

Current Assets

Cash - Operating	\$ 261,824	
Accts Receivable - Other	11,977	
Accts Receivable - FTE	(15,212)	
Other Assets	19,800	

Total Current Assets		278,389
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Capital Assets, Net	91,721	

Total Capital Assets		91,721
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Deferred Outflows - Pension	524,070	
Net OPEB Asset	35,147	
Deferred Outflows - OPEB	102,238	

Total Deferred Outflows of Resource		661,455
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Total Assets	\$	1,031,565

LIABILITIES AND NET POSITION

Current Liabilities

Accounts Payable	\$ 286,363	
Accrued Expenses	10,469	
Accrued Wages and Benefits	12,373	

Total Current Liabilities		309,205
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Long Term Liabilities

Pension Liability	531,657	
Net OPEBS Liability	22,223	

Total Long Term Liabilities		553,880
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Deferred Inflows - Pension	33,708	
Deferred Inflows - OPEB	55,983	

Total Deferred Inflows of Resources		89,691
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Net Position

Net Position - Pension	17,884	
Net Position - Operating	(224,713)	
Net Income (Loss)	285,618	

Total Net Position		78,789

Total Liabilities & Net Position	\$	1,031,565

Liberty High School
Income Statement - Actual v. Budget
For the Eight Months Ending February 29, 2020

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
Revenues						
State Aid	174,262.86	184,827.38	(10,564.52)	1,368,204.47	1,327,800.37	40,404.10
Federal Rev - School L/B Reimb	1,567.88	4,545.45	(2,977.57)	6,495.33	31,818.15	(25,322.82)
Federal Revenue - IDEA	0.00	0.00	0.00	13,804.35	10,125.00	3,679.35
Federal Revenue - Title 1	0.00	0.00	0.00	62,864.02	31,125.00	31,739.02
Federal Revenue - Title IIA	0.00	0.00	0.00	1,951.53	11,250.00	(9,298.47)
Federal Revenue - Title IV A	0.00	0.00	0.00	9,000.00	0.00	9,000.00
Other Grants / Casino Revenue	0.00	0.00	0.00	10,750.69	5,000.00	5,750.69
Student Wellness Funding	2,557.24	0.00	2,557.24	33,067.20	0.00	33,067.20
Total Revenues	<u>178,387.98</u>	<u>189,372.83</u>	<u>(10,984.85)</u>	<u>1,506,137.59</u>	<u>1,417,118.52</u>	<u>89,019.07</u>
Expenses						
Purchased Service - Payroll	88,823.52	74,043.37	14,780.15	510,141.89	592,346.96	(82,205.07)
Facility Costs	21,812.94	21,000.31	812.63	152,682.14	163,638.84	(10,956.70)
Professional Fees - Consulting	9,216.33	4,200.00	5,016.33	26,302.89	28,050.00	(1,747.11)
Professional Fees - Developmnt	3,926.67	1,750.00	2,176.67	12,258.77	3,500.00	8,758.77
Professional Fees - Mgt. Fees	30,573.79	33,268.93	(2,695.14)	251,374.94	248,454.09	2,920.85
Professional Fees - Legal	1,169.00	0.00	1,169.00	9,591.05	10,500.00	(908.95)
Professional Fees-Sponsor Fees	5,100.50	5,544.82	(444.32)	40,001.71	39,834.00	167.71
Prof Fees - Audit and Acctng	2,799.98	5,000.00	(2,200.02)	28,359.17	32,500.00	(4,140.83)
Marketing	4,612.00	4,183.33	428.67	29,650.44	33,466.64	(3,816.20)
Insurance	0.00	4,500.00	(4,500.00)	14,393.00	17,500.00	(3,107.00)
Office Expenses	3,369.24	3,333.34	35.90	29,959.01	26,666.72	3,292.29
Classroom Supplies	27.95	416.67	(388.72)	13,155.79	3,333.36	9,822.43
Office Expense - Technology	21,769.00	5,750.00	16,019.00	58,170.44	46,000.00	12,170.44
Student Support Expenses	3,198.50	6,503.79	(3,305.29)	24,371.46	47,484.87	(23,113.41)
Bank Fees	45.60	75.00	(29.40)	466.45	600.00	(133.55)
Miscellaneous Expense	0.00	750.00	(750.00)	3,375.00	6,000.00	(2,625.00)
Depreciation Expense	1,349.98	2,733.42	(1,383.44)	16,267.06	21,867.36	(5,600.30)
Total Expenses	<u>197,795.00</u>	<u>173,052.98</u>	<u>24,742.02</u>	<u>1,220,521.21</u>	<u>1,321,742.84</u>	<u>(101,221.63)</u>
Net Income (Loss)	<u>\$ (19,407.02)</u>	<u>\$ 16,319.85</u>	<u>(35,726.87)</u>	<u>\$ 285,616.38</u>	<u>\$ 95,375.68</u>	<u>190,240.70</u>

Liberty High School
Account Reconciliation
As of Feb 29, 2020
10-000-0001-001 - Cash - Operating
Bank Statement Date: February 29, 2020

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		274,976.96
Add: Cash Receipts		600.00
Less: Cash Disbursements		(185,966.14)
Add (Less) Other		172,213.25
Ending GL Balance		261,824.07
Ending Bank Balance		296,620.14
Add back deposits in transi		
Total deposits in transit		
(Less) outstanding checks		
	Feb 12, 2020	1790 (4,800.00)
	Feb 19, 2020	1802 (12,807.50)
	Feb 26, 2020	1803 (1,093.68)
	Feb 26, 2020	1804 (6,941.00)
	Feb 26, 2020	1805 (2,417.60)
	Feb 26, 2020	1806 (559.00)
	Feb 26, 2020	1807 (575.00)
	Feb 26, 2020	1808 (645.95)
	Feb 26, 2020	1809 (2,976.33)
	Feb 26, 2020	1810 (140.01)
	Feb 26, 2020	1811 (840.00)
	Feb 26, 2020	1812 (1,000.00)
Total outstanding checks		(34,796.07)
Add (Less) Other		
Total other		
Unreconciled difference		0.00
Ending GL Balance		261,824.07

Liberty High School
Check Register
For the Period From Feb 1, 2020 to Feb 29, 2020

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Amount
1773	2/1/20	Vaughn Investment Company	13,218.85
1774	2/5/20	Bloomwell Group	1,200.00
1775	2/5/20	CDW Government	4,253.46
1776	2/5/20	Danson Inc.	3,384.64
1777	2/5/20	Daycare Catering Services, Inc.	1,257.75
1778	2/5/20	National Carpet Mill Outlet	4,996.35
1779	2/5/20	Nancy Banks	510.00
1780	2/5/20	NHA	39.00
1781	2/5/20	Office Depot	595.88
1782	2/12/20	Access Cleaning Services, Inc.	1,141.00
1783	2/12/20	Treasurer of State of Ohio	123.00
1784	2/12/20	CDW Government	2,720.00
1785	2/12/20	ComDoc, Inc	122.36
1786	2/12/20	County Corp	3,000.00
1787	2/12/20	Easton Water Solutions	63.20
1788	2/12/20	Insignia Display Graphics	3,513.00
1789	2/12/20	Nancy Banks	1,080.00
1790	2/12/20	Nexstep Educational Services	4,800.00
1791	2/12/20	NHA	117.00
1792	2/12/20	Public Health - Dayton & Mont County	142.00
1793	2/12/20	Greater Dayton RTA	900.00
1794	2/12/20	Vaughn Investment Company	2,080.61
1795	2/19/20	Bowling Green State University	2,606.40
1796	2/19/20	Daycare Catering Services, Inc.	1,180.50
1797	2/19/20	Epiphany Management Group	1,000.00
1798	2/19/20	Liquid Learning	99.00
1799	2/19/20	PSI	458.85
1800	2/19/20	SpringboardCRM, LLC	416.00
1801	2/19/20	St. Aloysius Orphanage	4,986.41
1802	2/19/20	Vinson Group, LLC	12,807.50
1803	2/26/20	Bushong Restaurant Equipment, Inc.	1,093.68
1804	2/26/20	CDW Government	6,941.00

Liberty High School
Check Register
For the Period From Feb 1, 2020 to Feb 29, 2020

Filter Criteria includes: Report order is by Check Number.

Check #	Date	Payee	Amount
1805	2/26/20	Danson Inc.	2,417.60
1806	2/26/20	Daycare Catering Services, Inc.	559.00
1807	2/26/20	Dayton Metal Door Inc.	575.00
1808	2/26/20	Office Depot	645.95
1809	2/26/20	PSI	2,976.33
1810	2/26/20	Purchase Power	140.01
1811	2/26/20	Triple V Reporting Services	840.00
1812	2/26/20	Vinson Group, LLC	1,000.00
ACH	2/12/20	Massa Financial Solutions, LLC	2,666.67
ACH	2/14/20	Oakmont Education	32,695.73
ACH	2/18/20	Massa Financial Solutions, LLC	10.31
ACH	2/26/20	Oakmont Education	60,374.72
ACH	2/21/20	Rumpke of Ohio, Inc.	217.38
Total			185,966.14

Liberty High School
Aged Payables
As of Feb 29, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by Name. Report is printed in Detail Format.

Vendor	Date Due	Age	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
Cambridge Education Gr	1/31/18	759	ER 129 1217				266.47	266.47
	3/2/18	729	PR 129 0118 #				14,385.70	14,385.70
	3/3/18	728	MF 129 0218				8,179.81	8,179.81
	3/3/18	728	PR 129 0717				11,790.19	11,790.19
	3/30/18	701	PR 129 0218 #				14,348.12	14,348.12
	3/31/18	700	MF 129 0318				19,490.41	19,490.41
	3/31/18	700	ER 129 0218				2,146.21	2,146.21
	4/30/18	670	PR 129 0318 #				14,222.44	14,222.44
	5/1/18	669	MF 129 0418				37,149.66	37,149.66
	5/1/18	669	ER 129 0318				278.20	278.20
	5/15/18	655	PR 129 0418 #				19,079.89	19,079.89
	5/31/18	639	ER 129 0418				2,143.84	2,143.84
	7/1/18	608	MF 129 0618				1,741.09	1,741.09
	7/1/18	608	ER 129 0518				1,434.90	1,434.90
	7/15/18	594	PR 129 0618 #				13,901.63	13,901.63
	7/30/18	579	PR 129 0618 #				14,916.13	14,916.13
	7/30/18	579	ER 129 0618				1,308.88	1,308.88
	7/30/18	579	ER 129 0718				996.13	996.13
Cambridge Education							177,779.70	177,779.70
CDW Government	3/11/20	-11	WTH2877	21,558.00				21,558.00
	3/12/20	-12	WTQ4346	1,503.00				1,503.00
	3/12/20	-12	WTQ7119	1,050.00				1,050.00
	3/13/20	-13	WTR4834	4,979.00				4,979.00
	3/20/20	-20	WWL8090	9,958.00				9,958.00
	3/21/20	-21	WXD7233	2,010.00				2,010.00
	3/23/20	-23	WXP3396	7,412.00				7,412.00
	3/25/20	-25	WXQ5094	1,150.00				1,150.00
CDW Government				49,620.00				49,620.00
ComDoc Inc	2/24/20	5	IN3730243	90.63				90.63
ComDoc Inc				90.63				90.63
County Corp	3/30/20	-30	1092	3,000.00				3,000.00
County Corp				3,000.00				3,000.00
Daycare Catering Service	2/28/20	1	65601	559.00				559.00

Liberty High School
Aged Payables
As of Feb 29, 2020

Filter Criteria includes: 1) Includes Drop Shipments. Report order is by Name. Report is printed in Detail Format.

Vendor	Date Due	Age	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
Daycare Catering Servi				559.00				559.00
Nicola, Gudbranson & Co	2/26/20	3	692893	670.00				670.00
	2/26/20	3	692894	499.00				499.00
Nicola, Gudbranson &				1,169.00				1,169.00
Oakmont Education	3/30/20	-30	PR 129 0220 #	53,848.78				53,848.78
Oakmont Education				53,848.78				53,848.78
Office Depot	3/22/20	-22	445974094001	295.99				295.99
Office Depot				295.99				295.99
				108,583.40			177,779.70	286,363.10

MONTHLY FINANCIAL REPORT - FEBRUARY 2020
LIBERTY HIGH SCHOOL



FINANCIAL POSITION

CASH	\$261,824
CURRENT ASSETS	\$278,389
ACCT PAYABLE	\$286,363
PAYABLE - OAKMONT	\$304,011
CURRENT LIABILITIES	\$309,205
NET POSITION	\$78,789

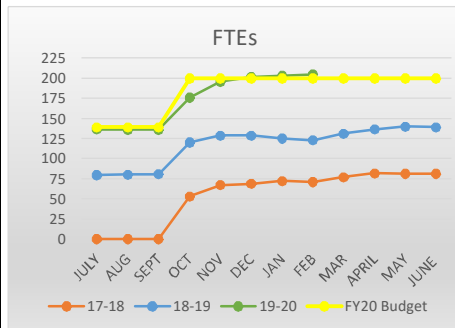
	CURRENT MONTH	YTD	YTD BUDGET
REVENUES	\$178,388	\$1,506,138	\$1,417,119
EXPENSES	\$197,795	\$1,220,521	\$1,321,743
NET INCOME (LOSS)	(\$19,407)	\$285,616	\$95,376

TREASURER'S NOTES

Final distribution of Student Wellness funds received in February

FTE

JUNE 30, 2019	139
FY20 BUDGET	200
JULY	136
AUGUST	136
SEPTEMBER	136
OCTOBER	176
NOVEMBER	196
DECEMBER	202
JANUARY	203
FEBRUARY	205



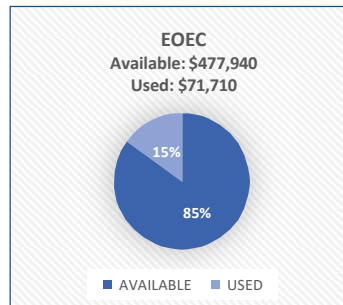
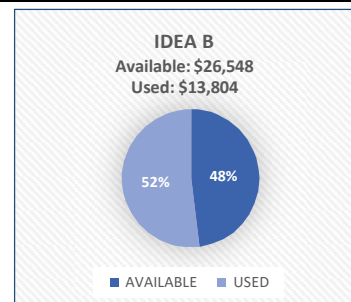
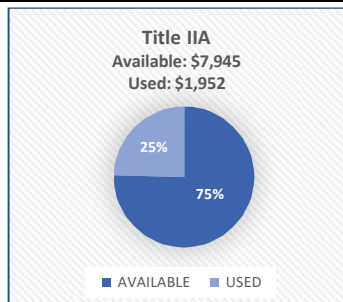
OAKMONT EDUCATION - PAYABLE

Accounts Payable	Repayment	AP	Balance
Beginning Balance			\$ 32,696
Payroll	(56,459)	82,072	25,613
Management Fees	(29,889)	29,889	-
Curriculum			-
Interest			-
Exp. Reimbursement	(6,722)	2,262	(4,460)
Ending Balance	\$ (93,070)	\$ 114,224	\$ 53,849

Oakmont Payable FY18

\$ 250,162

FY20 FEDERAL FUNDING



UPCOMING DUE DATES



OAKMONT
E D U C A T I O N

Management Report

March 2020

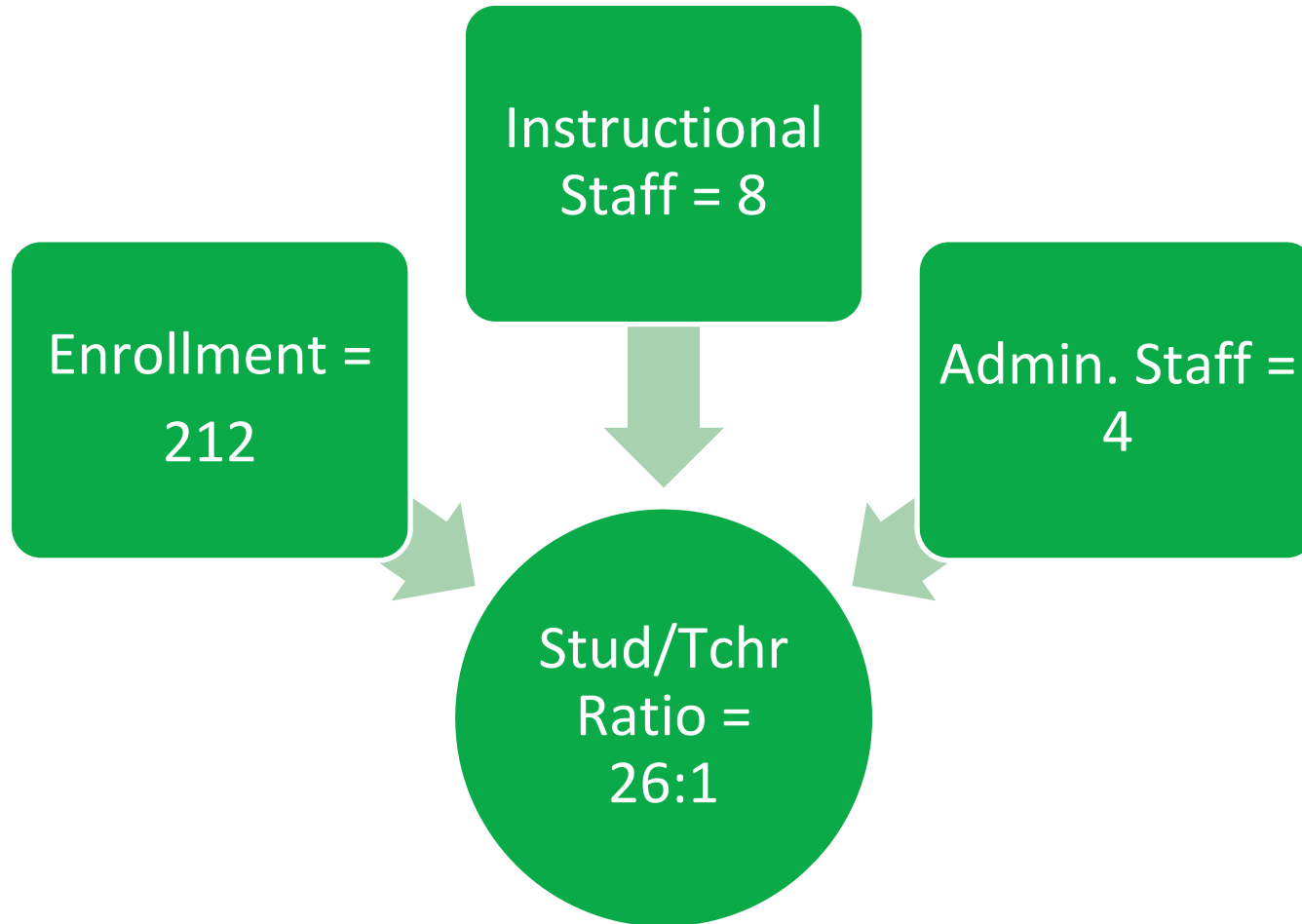


School Performance

Metric	Current Month	Oakmont Goal
Enrollment % to Enrollment Goal	106.13%	90%
Attendance % of enrolled students attending daily	42.80%	41%
Productivity % of active students earning credits	87.62%	13%
Retention % of students retained as actively enrolled	90.76%	90%

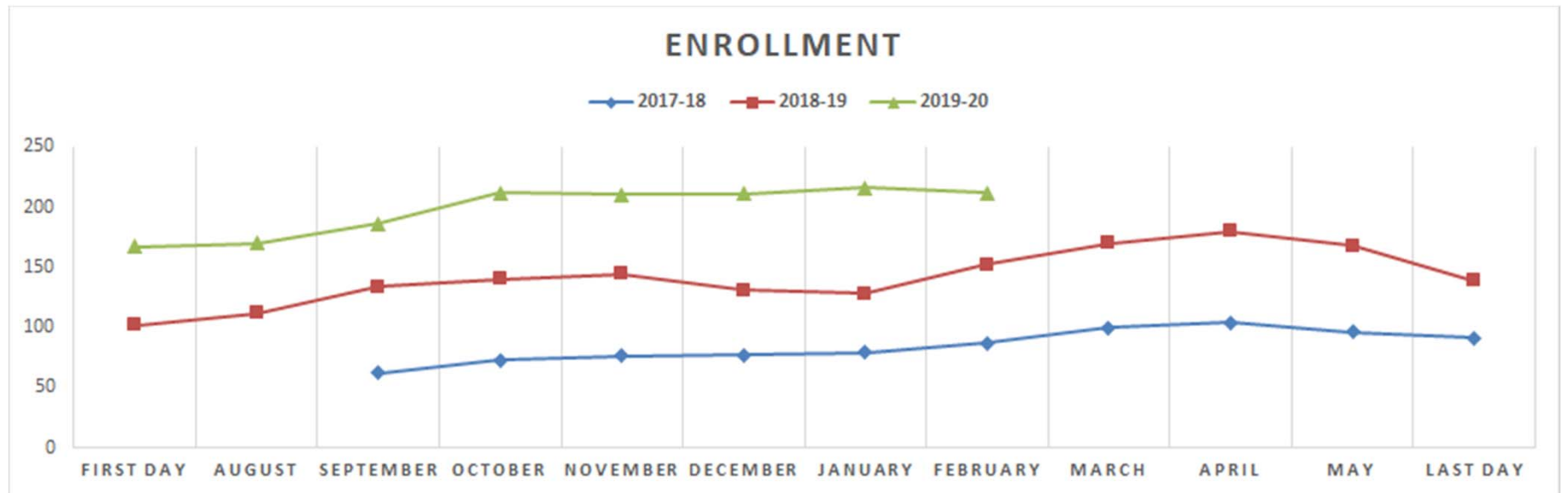


Faculty/Staffing



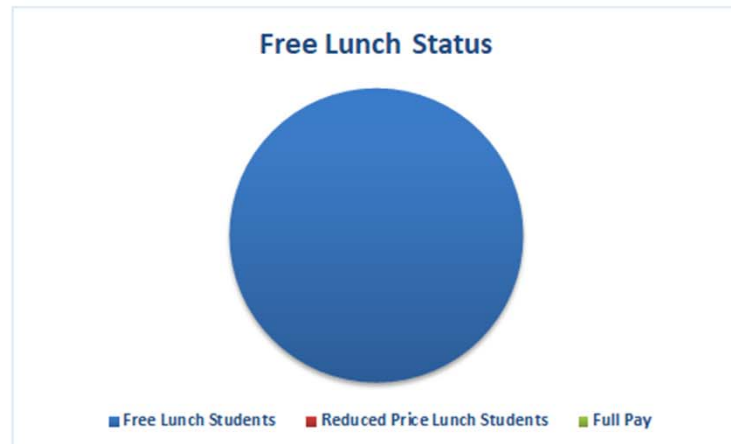
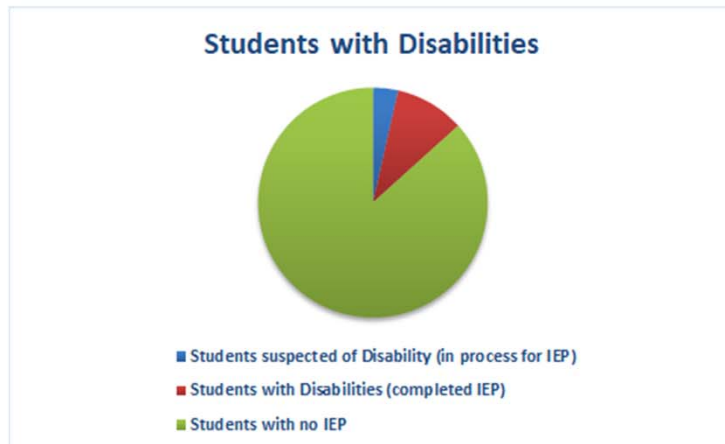
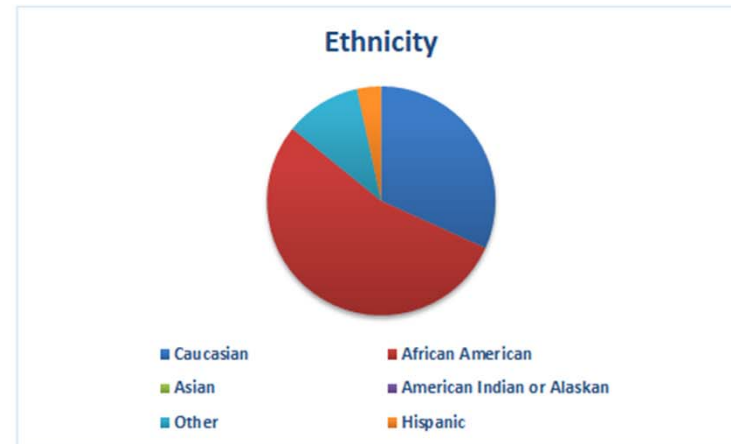
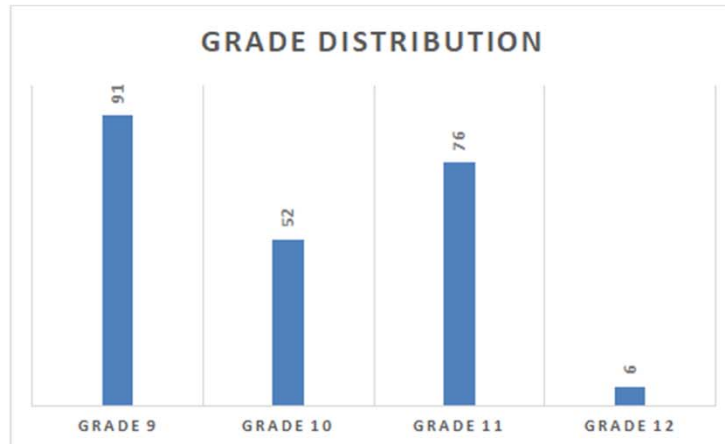


Enrollment



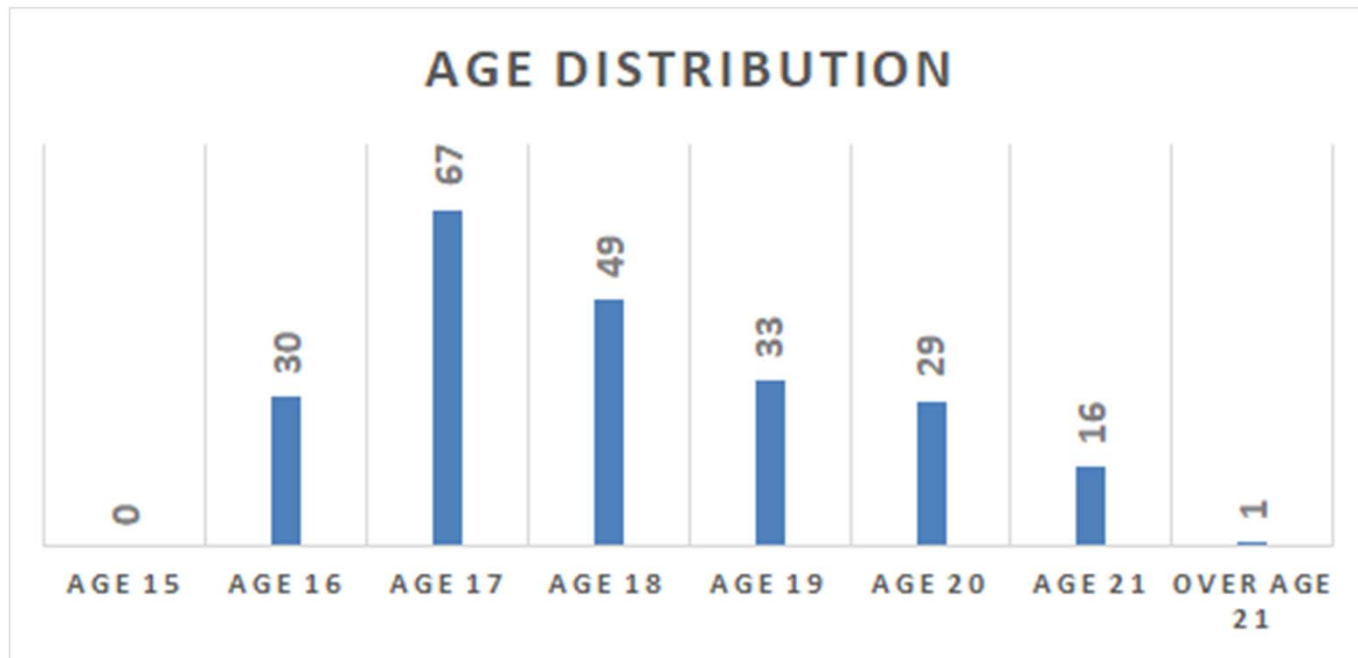


Demographics



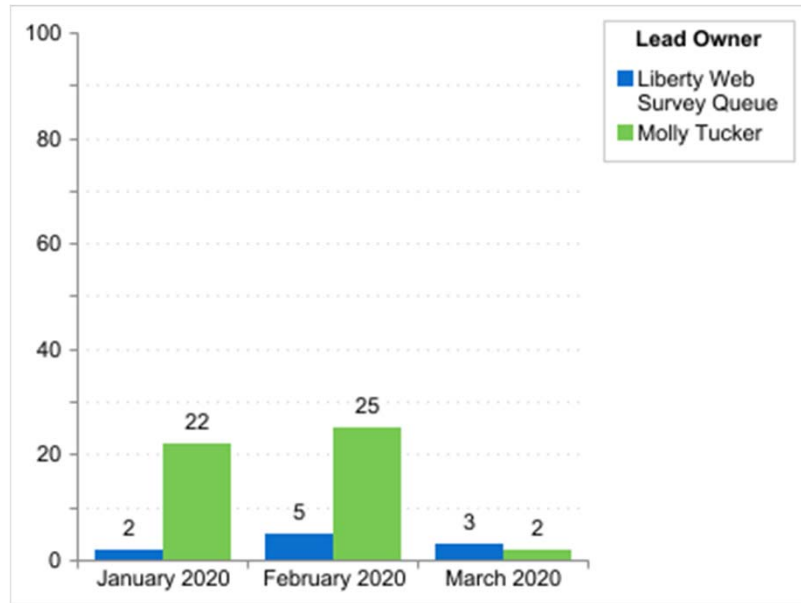


Demographics

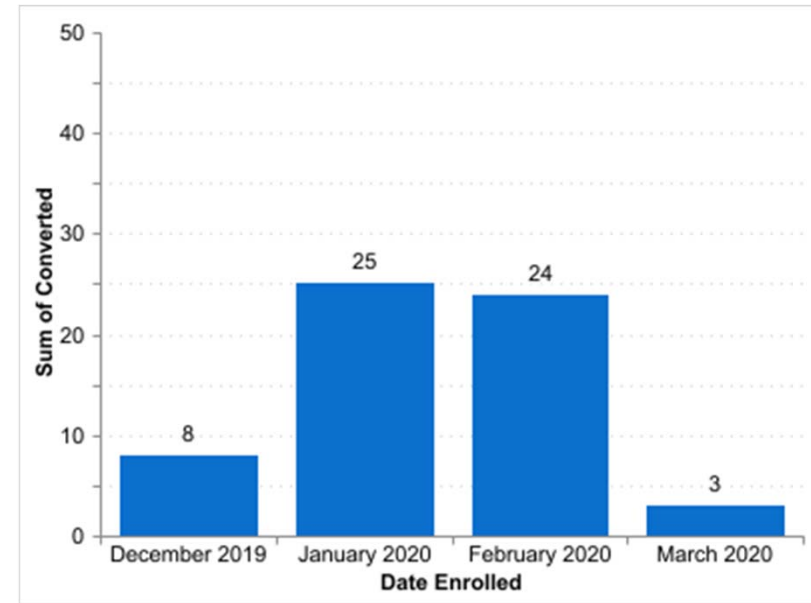


Marketing

Prospective Students Records Created (by month)

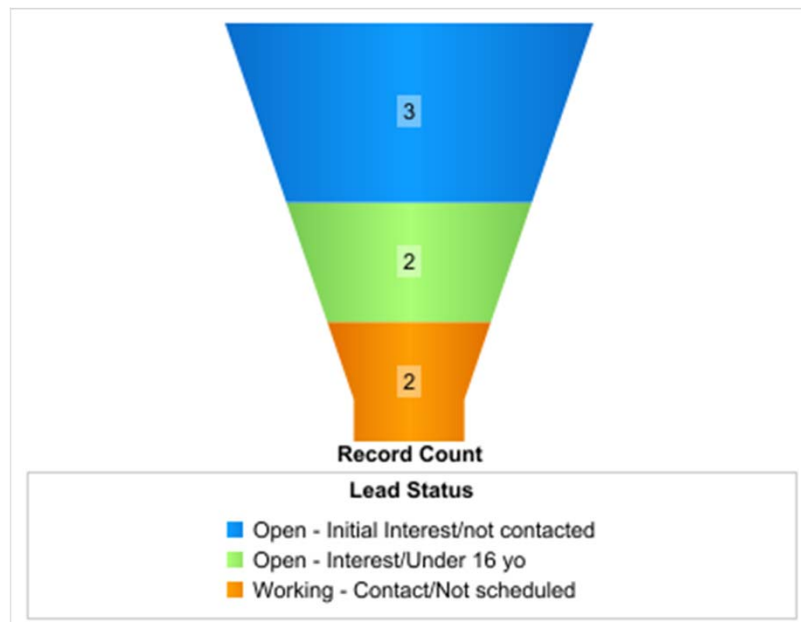


Enrolled/Converted (by month)

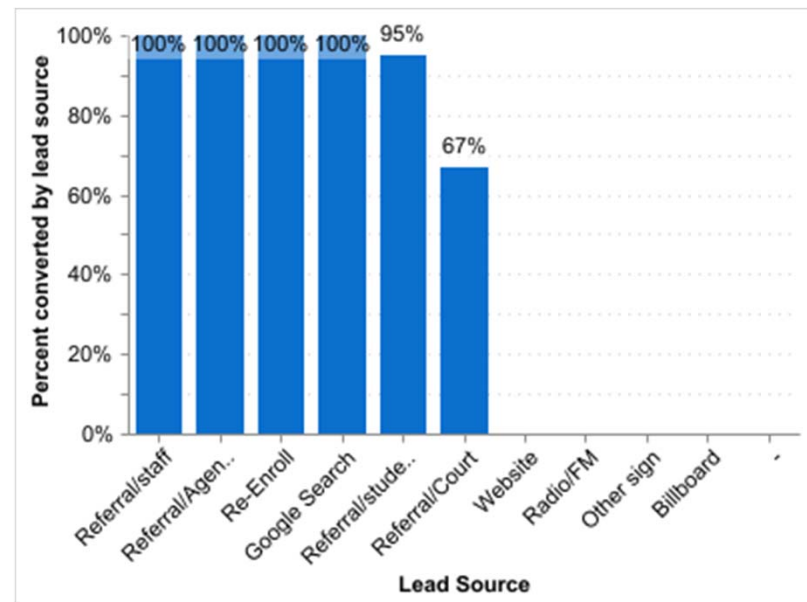


Marketing

Prospective Students (by lead status)



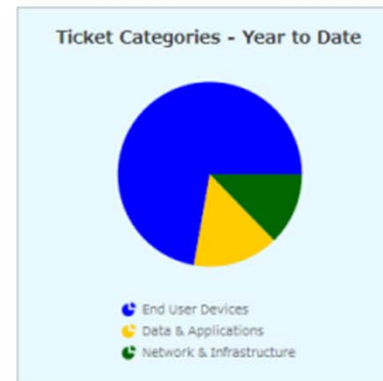
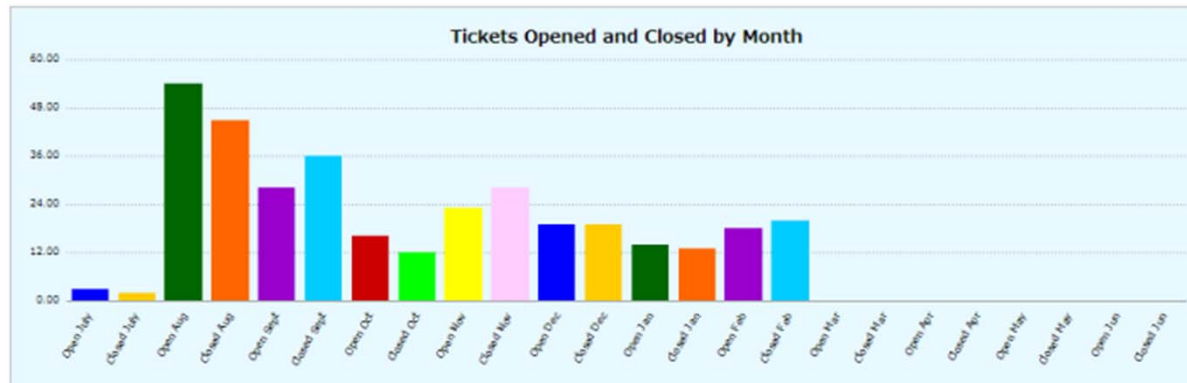
Lead Source Conversion Rate



Technology Tasks



Technology Tasks





Vendor Contracts

Service	Vendor	Board Approved	Term Ending
DASL	NEOnet	YES	June, 2020
EMIS	Triple V	YES	June, 2020
Food Service	DC Catering	YES	June, 2021
IT Support	Vinson	YES	June, 2020
Marketing	Bloomwell	YES	June, 2020
Internet	NEONET	YES	June, 2022
Special Education Services	PSI	YES	June, 2020
Security	Aegis	YES	June, 2020



Staff Directory

- Randy Smoot: Director
- Linda Dovel: English Teacher at Job Corps Satellite
- Timothy Burkett: Math
- Nat Jobe: ELA
- Keri Matheny: Science
- Christopher English: Social Studies
- Ernest Keppler: Intervention Specialist
- Detra Wilson: ELA
- Ciqueda Knight: Family Advocate // Data Coordinator
- Arthur Gadson: Placement Specialist // Retention Specialist
- Molly Tucker: Enrollment // Title 1 Math



Thank You

OAKMONT
EDUCATION

March, 2020 SOS



Liberty High School

Academics/Assessments

- Direct Care CTE program continues to progress. County board commits to funding the program 1 more year.
- Job Corp
 - Down to 18 students
- Over 400+ academic credits so far this year
 - 450+ with CBI credits
- EOC scheduled for April
 - 150+ EOC's taken
- Map testing off to amazing start.
 - 120+ first week.

Academics/Assessments

- Total Credits
 - 77
- Science
 - 5 Credits
- Social Studies
 - 7.5 Credits
- English
 - 7.5 Credits
- Math
 - 19 Credits

2019/2020 Graduation Data

- 14 total Course completed Graduates for the 2019/2020 school year
- 60+ identified as potential graduates
- Plans Created for ACT/Map
- Spring EOC test coordination under way
 - April 1 start date.



OIP Update

- Achieve 3000 training complete.
 - 60 total students selected to participate in the program. Roster sent to Achieve and waiting for them to input the roster.
 - Students currently participating in the program
- Google classrooms being set up for all subject to support DOK and MTSS
- New PBIS program rolled out March 1.

Liberty Enrollment

- *Continued contact with area high school personnel for potential students.
- *Montgomery County Court is still in constant contact for transitioning youth.
- *The Fast Forward program at Sinclair has continued to send referrals to Liberty.
- *Several current students are referring friends and family members!

• January Enrollment

- 25 Total enrolled
- 19 new students and 6 re-enrollments

• February Enrollment

- 23 Total enrolled
- 21 new students and 2 re-enrollments

Student Activities

Black History Celebration

In celebrate of Black History Month, we showed a black history inspired movie at the end of every week.



Black History Paint Party

- In our efforts to celebrate Black History, a small number of students were selected to participate in a paint party, inspired by African American Culture.





Food Pantry is Open...

The food pantry is open and receiving donations for students and their families to receive food for the weekends.



Ambassador Leadership Team

- ❑ Team members met with Pennies for Patients representative to learn more about their fundraising opportunity.
- ❑ The ambassadors created a fundraising plan for Pennies for Patients.



Ambassador Leadership Team

- ❑ The ambassadors visited Sinclair Community College to take a tour.
- ❑ During the tour, The Ambassador Leadership Team met the members of the African American Initiative at Sinclair and discussed their plans after graduation.



Career Base Intervention (CBI)

- Urban Minority Alcohol Drugs & Abuse Outreach Program (U.M.A.D.O.A.P)
 - Programming
 - Health Relationships, Image & Body Language, Interviewing, Effective Communication, Alcoholism
- Public Health Dayton Montgomery County
 - Risky Business Programming
 - Gambling, Violence Prevention

Career Base Intervention (CBI)

- Reading to Emerson (& Family Advocacy)
 - Students read to K - 2nd grade students at Emerson Academy
- Guest Speakers
 - Brian Commodores (Mentor) - Donnellon McCarthy Enterprise
 - United State Navy
- Yes! For Youth
 - Career Assessment Interest

Career Base Intervention (CBI)

- Employability
 - Career Interest Survey, Interviewing, Employability Skills



English

- ❑ Most students currently attending class set a goal to complete their course in six weeks.
- ❑ Students participated in small reading groups, and started working on the Achieve program.



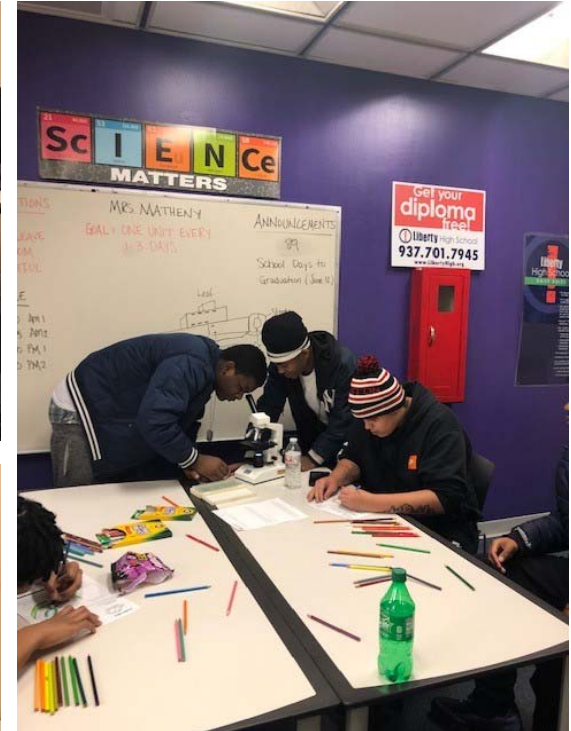
English

- ❑ The school celebrated Black History Month with showing movies every Friday. Students completed movie reviews, attended a paint party, created songs, and decorated a bulletin board.
- ❑ Students met their credit goal, and celebrated with a sweet treat.



Liberty Science

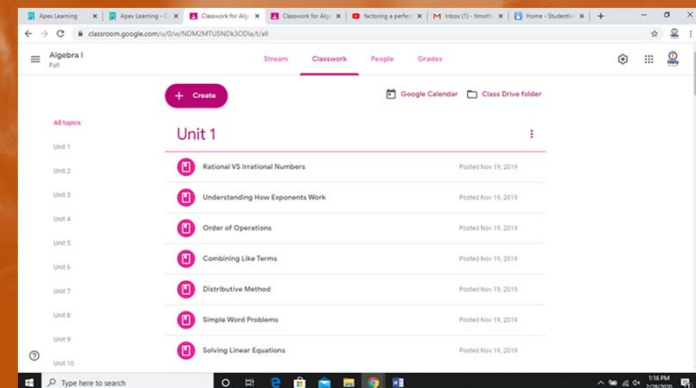
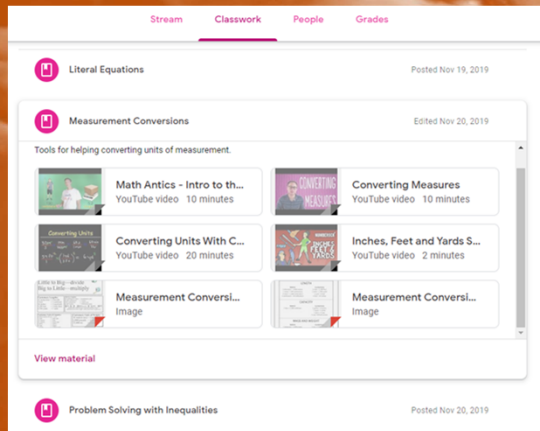
- 10.5 credits January
- 4 credits February
- 45 credits for the year
- Adding labs and activities to Google Drive to supplement APEX
- Created space to work on other assignments (here labeling diagrams of cells)
- Looking at cells in turtle shell and prepared slides in microscope



Math Room

The Math department has been working to develop a series of Google classrooms to aid students in their depth of knowledge when it comes to their math courses. This resource is comprised of embedded videos to aid in student understanding, real world

examples, alternative assignments for students who are struggling, and activities to help patch holes in our curriculum that were identified by our departments Algebra I deconstruction.



Liberty High School

State of the School Report

Social Studies: January/February 2020

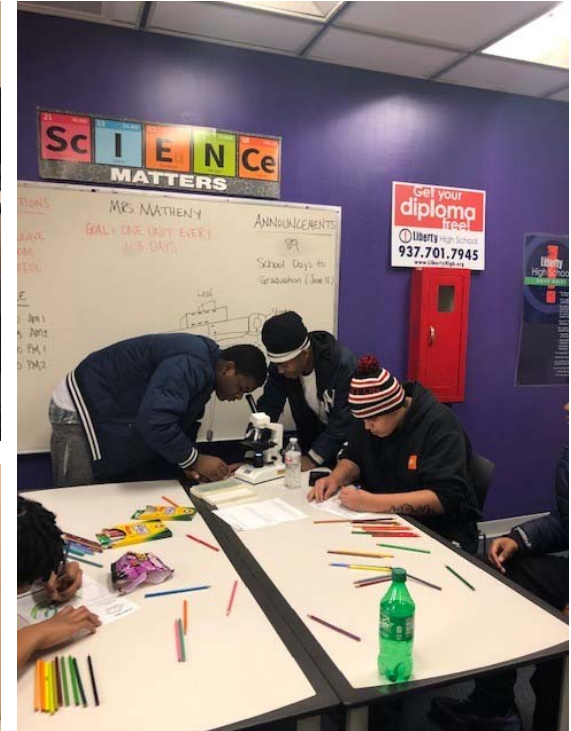
*Information compiled on 2/28/20

- Social Studies Students completed a total of 9 classes earning 9.0 credit hours towards graduation.
- Chaired Liberty High School Positive Behavior Interventions and Supports Committee Meetings. Completed LHS PBIS system documents (school booklet, infraction form, parent contact form). Implementation of system began on 2/28/20.
- Completed review of Gap Analysis and compiled/designed resources/assignments for 5 U.S. Government Standards.



Liberty Science

- 10.5 credits January
- 4 credits February
- 45 credits for the year
- Adding labs and activities to Google Drive to supplement APEX
- Created space to work on other assignments (here labeling diagrams of cells)
- Looking at cells in turtle shell and prepared slides in microscope



Upcoming Events

- 3/30/2020 EOC Exams
- 3/1/2020 – Map Testing Begins
- 3/23/2020 – 3/27/2020 – Spring Break
- 3/13/2020 – Dayton Art Institute Field Trip
- 3/9/2020 – Daybreak Tour
- 3/11/2020 – College Credit Plus Meeting
- 3/13/2020 – Montgomery County Coalition
- 3/19/2020 – Sinclair Mentoring/Re-Engagement Meeting
- 3/20/2020 – Towpath Tour

Feb



140 N. Keowee Street Dayton, Ohio 45402

Phone: 937-701-7945 937- 963-5666

Fax: 937-795-1123

www.libertyhigh.org

MONTHLY VERIFICATION OF RESIDENCY REPORT

Number of new students that enrolled: 24

Number of students selected for random review: 10

Number of parents who voluntarily updated their primary address: 2

Description of verification process: _

Emailed Por-Utility Bill- Columbia Gas

Emailed Birth Certificates 1

Emailed Homeless Forms

Called EMIS Coordinator N/A

Number of residency disputes opened: 1

Number of residency disputes closed: 0

See attached FY19 RESIDENT DISTRICT LIST REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL for the most recent month.

Jan



140 N. Keowee Street Dayton, Ohio 45402

Phone: 937-701-7945 937- 963-5666

Fax: 937-795-1123

www.libertyhigh.org

MONTHLY VERIFICATION OF RESIDENCY REPORT

Number of new students that enrolled: 25

Number of students selected for random review: 10

Number of parents who voluntarily updated their primary address: 1

Description of verification process: _

Emailed Por-Utility Bill- Columbia Gas

Emailed Birth Certificates 0

Emailed Homeless Forms

Called EMIS Coordinator N/A

Number of residency disputes opened: 1

Number of residency disputes closed: 0

See attached FY19 RESIDENT DISTRICT LIST REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL for the most recent month.

Community School District Summary Report

OHIO DEPARTMENT OF EDUCATION
OFFICE OF BUDGET AND SCHOOL FUNDING
FY20 RESIDENT DISTRICT LIST REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL
PAYMENT FOR FEBRUARY 2020

03/26/2020

IRN: 016849 School: Liberty High School
SPONSOR: St Aloysius Orphanage

County: Montgomery

IRN	Resident District	Total Student FTE	Targeted Asst Per-Pupil Amt	Econ Dis Index	Total Deduction
043844	Dayton	170.69	2,036.68	2.947275422	1,650,224.05
043968	Fairborn Schools	1.07	382.40	2.765686555	9,466.72
044180	Kettering	5.39	101.10	0.608660700	69,627.26
044396	Miamisburg	1.86	199.06	0.683471334	16,742.03
045054	West Carrollton	1.00	621.11	1.509838833	8,560.46
047258	Cedar Cliff	0.81	174.50	0.175775632	7,906.62
048686	Jefferson Township	2.63	157.84	2.267959591	22,118.09
048694	Trotwood-Madison	5.44	1,831.15	3.836362661	57,608.42
048702	Mad River	8.63	1,349.42	1.850693061	81,274.78
048728	Northmont	1.29	417.76	0.463605096	11,360.70
048736	Northridge	3.22	1,448.39	4.013912902	29,277.77
048751	Huber Heights	2.83	722.42	0.982966876	23,904.76
	School Total:	204.86			1,988,071.66

SERVICE AGREEMENT

Between Nexstep and Liberty High School

This Agreement is entered into as of _____, between Nexstep Healthcare, LLC, an Ohio limited liability company doing business as Nexstep Education Services, Nexstep Business Services, and Nexstep People and Process Solutions ("Nexstep"), 673 G Alpha Drive Highland Heights, OH 44143, and _____ ("Customer"), _____, Ohio _____ (each a "Party" and collectively the "Parties").

In accordance with the terms herein, Nexstep will provide Special Education services and related services, tracking systems, professional development, training, and related staffing services to Customer.

Whenever Customer and Nexstep mutually agree that Nexstep will provide additional services, those services will be added to Attachment 1, and the entry will be dated as of the latest revision.

1. Service Components of the Agreement

Nexstep will provide Intervention Specialist services and related services to Customer's students, whether those services are identified at the start of this Agreement or at any point in the future.

By the terms of this Agreement, Nexstep agrees to do the following:

• School Staffing and Training

- Nexstep will recruit and hire a licensed and certified Intervention Specialist. The Intervention Specialist will be remotely located and will work with students by means of on-line/ video conferencing sessions. The special education teacher will work ___ days per week, during school hours (_____ a.m. – _____ p.m.) and before and after normal school hours at the discretion of Customer. The special education teacher will provide:
 - teaching and compensatory services in accordance with Individual Education Plans and/or at the direction of the Customer.
 - administrative services, including but not limited to timely documentation, testing, ETR meetings/process, student intervention/counseling, supervision of Teaching Assistants, RTI/differentiated instruction related services, and any other services related to the aforementioned list of services.
- If more hours of service are needed, Nexstep will increase its staffing capacity to meet the needs of the students and Customer.

• Documentation, System Tracking, and/or Software

- Customer will provide _____ training to Nexstep personnel and to Nexstep management designees.
- Customer will provide access to _____ to Nexstep

management designee(s) to enable tracking of services provided by Nexstep personnel.

- o Nexstep personnel will comply with reporting requirements as stipulated by Customer, and provide the information necessary to meet compliance standards.

- **Training and Professional Development of Nexstep Personnel**

- o Nexstep will ensure its personnel are trained to the extent needed to perform their job duties to expectation and meet all applicable local, state, and federal requirements.
- o Nexstep will provide professional development to its employees as needed, to ensure services are being delivered to students according to applicable regulations and standards.
- o Customer will provide Nexstep personnel with school-specific orientations and introduce them to local policies and procedures.
- o Nexstep agrees to conduct background checks that conform with legal requirements and will share background checks of their employees with customer/school.
- o Customer/School is entitled to request a replacement of personnel that is assigned if dissatisfied with the conduct or performance of that personnel.

2. Service Requirements

The Customer will provide Nexstep personnel convenient access to a computer, internet, telephone, copier, and fax.

3. Fees and Billings

Nexstep will invoice the Customer for all services provided according to the following fee schedule. Additional services and fees can be added to this Agreement at any time, by mutual agreement of the parties, in writing.

Position	Coding	Cost to Customer
Intervention Specialist	IS	\$60 per hour

4. Payment Terms

Prior to the commencement of service(s), Customer agrees to pay Nexstep a deposit in the amount equal to one month (or 20 school days) of service. This deposit will be credited to the last invoice(s) for service rendered under this Agreement.

Nexstep will invoice Customer twice per month of service; first, on or about the next business day following the 15th of the month (for the 1st through the 15th), payable by the 30th/ 31st ; then, on or about the next business day following the last day of the month (for the 16th through the 30th/ 31st), payable by the 15th of the month. Invoice will be sent to _____.

6. Term and Termination

The initial term of this Agreement shall expire on _____, unless terminated early as provided herein. The Agreement will automatically renew for successive one-year terms, each beginning on _____ and ending on _____, unless either Party provides written notice of its intent not to renew no less than 30 days before the end date of any term.

At any time during the Initial Term or any Renewal Term, either Party may, with or without cause, for any reason or no reason, terminate this Agreement upon 30 days prior written notice to the other. Customer remains liable for all amounts invoiced and payable upon termination.

7. Insurance and Indemnification

Insurance. Each Party will maintain, in good standing, commercial general liability, malpractice, and errors and omissions insurance it deems appropriate; provided, each with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Duty to Indemnify.

Nexstep shall defend, indemnify, and hold harmless Customer, and Customer's officers, members, managers, employees, officers, agents, affiliates, subsidiaries, and owners, from and against any and all third party claims arising out of: (a) Nexstep's actions or omissions in performing its duties under this Agreement; (b) Nexstep's breach of this Agreement or applicable law.

Customer shall defend, indemnify, and hold harmless Nexstep, and Nexstep's officers, members, managers, employees, officers, agents, and owners, from and against any and all third party claims

arising out of Customer's breach of this Agreement or applicable law.

8. Customer Change

Customer will give Nexstep written notice of any (1) change in ownership of the Customer or all or substantially all of the assets of the Customer, (2) lease of all or substantially all of the assets of the Customer, or (3) transfer of management of the operations of the Customer to an unaffiliated entity. None of the foregoing events shall operate to relieve Customer of any payment obligation for services already rendered by Nexstep under this Agreement.

9. Successors and Assigns

Each Party, as part of the sale, lease or other transfer of all or substantially all of its assets to another entity, may assign and transfer its rights and obligations under this Agreement with notice to the other Party.

10. Compliance with Laws

The Parties will comply with all state and federal laws, including The Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, and applicable Ohio laws.

The Parties represent that nothing contained in this Agreement is an offer, payment, solicitation or receipt of any remuneration in return for (1) the referral or an inducement of referral of any individual to any person for the furnishing or arranging for the furnishing of any item or service for which the payment may be made in whole or in part under government programs, or (2) purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or ordering of any goods, service or item for which payment may be made in whole or in part under government programs.

11. Exclusivity and Nonsolicitation

Nonsolicitation. During the term of this Agreement and for a period of one year thereafter, neither Party will directly or indirectly (1) employ or contract for the services of any individual employed by or contracting with the other Party or its affiliates, subsidiaries, contractors, or subcontractors, or (2) induce or attempt to influence any individual employee, subcontractor, or contractor of the other Party or its affiliates or subsidiaries to terminate such relationship.

12. Confidentiality: FERPA

Confidentiality. Without the prior written consent of the other Party, neither Party will at any time use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, information, data, know-how or knowledge (including but not limited to information about curriculum, finances, marketing, costs, vendors, research, marketing plans, educational concepts and employee information) belonging to or relating to the affairs of the other Party ("Protected Party") or received through association with a Protected Party (collectively, "Confidential Information"), whether the Confidential Information was received before or after this Agreement **unless** the Party using or disclosing the Confidential Information can show that the Confidential Information:

- a. was known to the using or disclosing Party prior to its association with the Protected Party;
- b. has become available to the public other than by a breach of this Agreement by the

- using or disclosing Party; or
- c. was disclosed to the using or disclosing Party by a third person or entity that is not prohibited by a contractual, fiduciary or other legal obligation to the Protected Party from disclosing the Confidential Information.

Legally Compelled Disclosure. This Agreement does not prohibit the Parties from disclosing Confidential Information they are legally compelled to disclose. However, if a Party is legally compelled by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process to disclose any Confidential Information, the Party will use its best efforts to provide the Protected Party with prompt written notice (within forty-eight (48) hours) of the request so that the Protected Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that a protective order or other remedy is not obtained, or the Protected Party waives compliance with the provisions of this Agreement, the disclosing party covenants to furnish only that portion of the Confidential Information that the Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

Family Educational Rights and Privacy Act (FERPA). Nexstep acknowledges that the unauthorized disclosure of student records and personally identifiable student information is prohibited by The Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 CFR Part 99, as well as Ohio law. Nexstep acknowledges that it will have access to student records and/or documents containing personally identifiable student information during the performance of its obligations under this Agreement. Nexstep will fully comply with both FERPA and Ohio law and will not make any disclosure prohibited by law. Nexstep further agrees that its use of such student records and personally identifiable student information shall be

limited to its performance under this Agreement and for no other purpose.

Scope of Coverage. Nexstep employees and subcontractors who perform services for Customer pursuant to this Agreement shall be bound by any applicable provisions of this Contract, including but not limited to the confidentiality obligations contained in Section 12 herein.

Survival This Section 12 shall survive any expiration or termination of this Contract.

13 Further Assurances

Subsequent to the execution of this Agreement and without any additional consideration, each Party will perform any acts reasonably requested by the other Party as appropriate to carry out the intent and purposes of this Agreement.

14 Nondiscrimination

The Parties will comply with all applicable laws prohibiting discrimination in performing their respective obligations under this Agreement, including laws and regulations that prohibit discrimination on the basis of race, sex, gender identity or presentation, sexual orientation, age, religion, national origin and physical or mental disability.

15. Return of Deliverables, Records, and Data

Upon termination or expiration of this Agreement for any reason, Nexstep shall deliver all student records, personally identifiable student information, and other data in Nexstep's possession or under Nexstep's control to Customer within twenty-four (24) hours of such termination or expiration. Nexstep shall destroy all digital and physical copies thereof and, if requested by Customer, shall certify such destruction in writing on a form provided by Customer.

16. Notices

All notices permitted or required under this Agreement shall be in writing and shall be deemed delivered upon delivery in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

If addressed to Customer:

If addressed to Nexstep:

Jerry Cangelosi, President and CEO
673 G Alpha Drive Highland Heights, OH 44143

17. Governing Law: Exclusive Venue

This Agreement shall be governed by the laws of the State of Ohio, without regard for its choice of law principles. The Parties agree that the sole and exclusive venue for any dispute arising under this Agreement or the subject matter hereof shall be the state and federal courts having jurisdiction over Cuyahoga County, Ohio.

18. Relationship of Parties

It is understood by the parties that Nexstep is an independent contractor and not an employee of Customer or the School. Customer will not provide health insurance, paid vacation, or any

employee benefit for any Nexstep employee, owner, contractor, or subcontractor. Nexstep shall be solely responsible for all federal, state, and local taxes and assessments applicable to its performance under this Agreement and to any of its employees or contractors.

Nexstep will provide Customer with a W-9 upon execution of this Agreement and agrees that it will be furnished a Form 1099 for tax purposes.

19. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between Nexstep and the Customer and supersedes all proposals or prior agreements, whether oral or written, and all other communications and negotiations between the parties.

20. Amendment/Modification

This Agreement may be modified or amended only by a writing executed by both Parties.

21. Waiver of Contractual Right

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

22. Work Product

All work product created by the Nexstep pursuant to this Agreement shall be deemed a work for hire and, where not part of a student educational record, shall be the exclusive property of Customer. Upon request or upon termination of this Agreement, Nexstep shall immediately tender all such work product to the Customer and assist with the orderly transition of the work hereunder to the Customer or its designee.

23. HIPAA Compliance

Nexstep acknowledges its obligations as a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, 45 CFR Part 160, and Subparts A and E of Part 164. The following terms summarize the Parties' obligations but are not intended to replace each Party's obligations under the Privacy Rule.

A. Definitions

1. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this agreement, shall mean Nexstep.
2. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this agreement, shall mean Customer.
3. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy Rule: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, and Notice of Privacy

Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Obligations and Activities of Business Associate

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
2. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement or Required by Law.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate of an unauthorized use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any unauthorized use or disclosure of Protected Health Information not provided for by the Agreement or Required by Law within 24 hours after it becomes aware of the unauthorized use or disclosure, including breaches of unsecured protected health information as required by 45 CFR 164.410 or any security incidents of which it becomes aware. Business Associate further agrees that it will be responsible for notifying all affected individuals and the Health and Human Services' Office of Civil Rights of the breach on behalf of the Covered Entity. Business Associate will not issue any communications to the public or the media without approval from Covered Entity.
5. Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
6. At the request of Covered Entity, Business Associate agrees to provide access in a timely manner, to Protected Health Information in a Designated Record Set, either to Covered Entity or, if directed by Covered Entity, to an Individual to meet the requirements of 45 CFR 164.524.
7. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a timely manner for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
10. Business Associate agrees to the extent the Business Associate is to carry out one or more

of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

11. Business Associate agrees to provide to Covered Entity or an Individual, in a timely manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

C. Permitted Uses and Disclosures by Business Associate

1. General Use and Disclosures Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of Covered Entity under this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

2. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that (i) it will remain confidential, (ii) it will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (iii) the person will notify the Business Associate immediately of any instances of which it is aware that the confidentiality of the Information has been breached.
- b. Business Associate agrees that any uses and disclosures of Protected Health Information will be consistent with Covered Entity's minimum necessary policies and procedures.
- c. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth herein.
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with CFR 164.502G)(1).

D. Obligations of Covered Entity

1. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- a. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocations of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of

Protected Health Information.

- c. Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

2. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity unless the Business Associate will use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate as permitted in Section C of this Agreement.

E. Term

The term of this HIPAA Agreement is the same as the term of the underlying Agreement, and shall terminate on the date the underlying Agreement terminates unless terminated earlier as provided herein. If the Agreement renews automatically as outlined in Section 6 above, this HIPAA Agreement shall similarly renew.

F. Termination for Cause

Upon Covered Entity's knowledge of a material breach of HIPAA by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

G. Effect of Termination

1. Except as provided in section 22(F), Termination for Cause, upon termination or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate, its subcontractors and its agents. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If the return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
3. The obligations of Business Associate under this section shall survive the termination of

this Agreement.

H. Miscellaneous

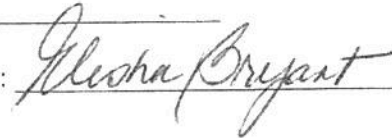
1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended.
2. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the Parties agree to the terms herein as of the Effective Date.

Nexstep Healthcare, LLC

By: 
Jerry Cangelosi
President and Chief Executive Officer

Date: 2/24/2020

By: 

Date: 2/20/20

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Tenth day of March in the year Twenty Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Liberty High School
140 N. Keowee Street
Dayton, Ohio 45402

and the Architect:
(Name, legal status, address and other information)

App Architecture, Inc.
615 Woodside Drive
Englewood, Ohio 45322

for the following Project:
(Name, location and detailed description)

Liberty High School Career Technology Center Renovation
140 N. Keowee Street
Dayton, Ohio 45402

Provide project scoping and cost budget estimating services for the renovation and fit-out of existing space on the Second Floor.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Plumbing, Mechanical, Electrical, and Fire Protection Engineering Services:

Nauman & Zelinski LLC
204 S. Ludlow Street, Suite 400
Dayton, Ohio 45402

Structural Engineering Services:

Shell + Meyer Associates, Inc.
2202 S. Patterson Blvd
Dayton, Ohio 45409

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

\$7,950.

This compensation amount includes all work performed by the subconsultants identified in Article 1 above.

The Owner shall pay the Architect an initial payment of zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus five percent (5 %). This expressly excludes work performed by the subconsultants identified in Article 1 above.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

7.1 Services will be invoiced monthly as a percentage of completion.

7.2 Terms and conditions are further described in our Professional Services Proposal, dated February 28, 2020, attached as Exhibit A.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Timothy J. Bement, AIA, LEED BD&C
Principal

(Printed name, title, and license number, if required)

EXHIBIT A



February 28, 2020

615 Woodside Drive, Englewood, Ohio 45322

T 937.836.8898 F 937.832.3696

www.app-arch.com

Mr. Craig Vaughn
Vaughn Interior Concepts
140 N. Keowee Street
Dayton, OH 45402

Subject: Renovation of a portion of 140 N. Keowee Street for Liberty High School CTC
Professional Architectural and Engineering Services

Dear Craig:

Thank you for this opportunity to continue our business relationship with you and introducing us to Liberty High School. App Architecture will provide project scoping and cost budget estimating services for the renovation and fit-out of existing space on the second floor. We will utilize the services of Shell + Meyer Associates for structural engineering and Nauman & Zelinski for mechanical and electrical engineering consulting.

App Architecture's scope of work includes:

- Field verification of existing conditions and update existing CAD floor plans of areas affected by the proposed renovation.
- Review the schematic level floor plan provided by Liberty High School and apply applicable sections of the Ohio Building Code.
- Determine the best location and configuration for a new rated egress stairwell and egress corridor serving all floors on the west side of the building.
- Determine the location and configuration of a new monumental access stair serving the main entrance to the second floor.
- Determine a concept for new HVAC and electrical systems to serve the intended uses.
- Coordinate with the kitchen design consultant (working directly with Liberty High School) to determine plumbing, HVAC and electrical needs for the Culinary kitchen.
- Prepare a written scope of work/narrative of all major aspects of the work and corresponding opinion of probable budget cost.

We propose to complete this project for a lump sum fee of **\$7,950.**

Reimbursable expenses are included in the total fee above.

Professional services fees will be invoiced monthly as a percentage completed.

If agreeable, this letter will serve as our Agreement. Please sign and return a copy for our records.

Please contact me if you have any questions or need additional information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy Bement". The signature is fluid and cursive, with the first name "Timothy" and last name "Bement" clearly distinguishable.

Timothy J. Bement, AIA, LEED AP BD&C
Principal

Authorized Signature

Date



MEMO

To: All Board Members of Oakmont Network schools

Date: March 19, 2020

Re: COVID-19 Update

Respected Board Members,

By now, everyone is aware of the global COVID-19 pandemic and its impact on our daily lives. As you are aware, Governor Mike DeWine ordered all K-12 schools to close by 4PM on March 16, 2020 and we have complied with everything as recommended to us by the Ohio Department of Health and Governor DeWine's Administration.

As you can imagine, we are getting new information daily, and even sometimes on an hourly basis. We would like to keep all of our Board Members as informed as possible, in an organized manner, and on a weekly basis. We will be sending out a weekly COVID-19 update each Friday.

Our staff at Oakmont is in close contact and coordination with the Ohio Department of Education (ODE), the Governor's education policy staff, members of the State Board of Education (SBOE), other Dropout and Recovery School stakeholders, and the Legislature with regards to ensuring little to no disruption to our students' learning during this crisis and shift to distance learning. When we receive guidance from ODE regarding something that may impact our schools, whether it be our staff, students, or vendors, we work diligently to circulate the guidance to the appropriate internal experts and make the necessary modifications to ensure compliance at all times.

The following is information regarding how Oakmont Network Schools are modifying the educational delivery methods for students during the Governor's mandated shutdown:

New COVID-19 Course for all staff:

- All staff will be participating in a mandatory COVID-19 course provided by Safe Schools to ensure they have the tools they need regarding the symptoms and protocol around this virus
 - <https://www.vectorsolutions.com/about-us/vector-cares/>

Student/Family Communication

- Schools will maintain normal hours (7:30am-4:00pm) and are being staffed with a MINIMUM of 2 Staff Members
- Students can communicate directly with the school Monday through Friday during normal school hours (7:30am-4:00pm)
- Designated Food/School Work 'Pick-Ups'
- An 'All-Call' system is and will continue to be used to convey new and important information to students/families



- Social Media, Voicemail and Websites are and will continue to be updated with the most up-to-date information regarding school closure, schedule changes, etc.
- Staff Contacts shared via Social Media

Food Availability

- As long as the need persists, non-perishable food/meals are and will continue to be delivered weekly and provided for any students in need. The hours for pick up will be 10:00 am – 1:00 pm.
- Schools have acquired additional donations of nonperishables that will be handed out to students as needed.
- Student surveys were issued to address additional nutritional needs and is being addressed by school personnel.
- Links have been provided to students of where and how they can access free meals during this period of closure

Social/Emotional Wellness

- Family Advocate contact information shared with all students via Social Media
- Social Media accounts to contain links for access to various needs such as Transportation, Childcare, Food, Health, etc.

Home Learning

- All students have been provided their APEX Student Login Information (including website)
- All students have been provided Staff contact for each subject area
- All students have had Google email accounts created for them in order to better communicate in real-time
- Students have been surveyed for internet/device availability
 - Information has been shared with students on how to access free internet
 - In the cases where devices are available, schools may temporarily issue devices to students
- Printed materials will be available for pick up, or can be mailed to students if necessary

Students with Disabilities

- School or management level personnel will review each IEP to determine the type and frequency of services each student requires during the ordered school building-closure period.
- If adjustments to specialized services are needed, school personnel will convene the IEP team to review and determine specific services that will be provided during the ordered school-building closure period and revise the IEP accordingly.
- The IEP team meeting can be conducted virtually or by phone and will include decisions about location of service or placement of the individual child.



- IEP annual reviews will be completed using a virtual format or via telephone. Per the Office of Exceptional Children participation and required signatures can be documented via email attachment, standard mail, scanned document, photograph of the signature or any other electronic means.

Now, more than ever, we must remember that we are larger than the individual schools that we serve. We are a community. A community that will be shaken in these uncertain times, but one that will not be broken. A community built on resiliency who will unquestionably come out of the other side of these times much more unified and stronger than before. Should you have any questions or concerns, please direct those to info@Oakmontedu.org. We look forward to forging this new road forward, together.

Yours in Education,

John Stack

LIBERTY HIGH SCHOOL PARENT INVOLVEMENT POLICY

PART I. GENERAL EXPECTATIONS

In acknowledgement of reliable research proving that parental involvement raises the academic achievement of students, the School encourages involvement of parents, guardians and foster caregivers (hereinafter referred to collectively as “parents”) in the education of their child(ren).

The School will put into operation, programs, activities and procedures for the involvement of parents in the School consistent with Section 1118 of the Elementary and Secondary Education Act (ESEA). The programs, activities and procedures will be planned and operated in consultation with parents of participating children. To the extent practicable, the School will provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information in alternative formats upon request and, to the extent practicable, in a language parents understand.

The School is governed by the following statutory definition of parental involvement and will carry out programs, activities and procedures in accordance with this definition:

Parental involvement means the participation of parents in regular, two way and meaningful communication involving student academic learning and other school activities, including ensuring—

- (A) that parents play an integral role in assisting their child’s learning;*
- (B) that parents are encouraged to be actively involved in their child’s education at school;*
- (C) that parents are full partners in their child’s education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child; and*
- (D) the carrying out of other activities, such as those described in Section 1118 of the ESEA.*

PART II. IMPLEMENTATION OF THE PARENTAL INVOLVEMENT POLICY COMPONENTS

1. The School will provide opportunities for parents to formulate suggestions, interact and share experiences with other parents and participate appropriately in decision-making about the School’s Title I plan and revisions in the parental involvement plan. In connection therewith, the School will hold an annual orientation meeting where parents will meet their child’s teacher and be reassured of their right and responsibility to be involved in their child’s education.

2. The School will take the following actions to involve parents in the process of school review and improvement if necessary:
 - a. Every year, a survey for all parents shall be conducted by the School to collect opinions and concerns of parents about the current program and to collect suggestions for improvement and topics for meetings that meet the needs of parents;
 - b. The School will distribute copies of the local report card to students upon enrollment in the School;
 - c. The School will distribute copies of the School's Annual Report to parents by October 31st; and
 - d. The School will stress the importance of parent/teacher communication on an on-going basis through parent teacher conferences.
3. The School shall provide necessary coordination, technical assistance, and other support to assist in planning and implementing effective parental involvement activities to improve student academic achievement and school performance through actions such as the following:
 - a. Offer a flexible number of meetings and activities throughout the year to assist parents in understanding the federal and state academic content and student achievement standards, as well as local academic assessments. Meetings will also focus on how parents and teachers can work together to monitor the student's progress in order to improve student achievement.
 - b. Offer a varied schedule for meetings and conferences in order to accommodate the needs of parents.
 - c. Offer scheduled parent conferences, where the progress of the student will be discussed as well as the expectations for the grade level, school curriculum, test information and any other concerns that the teacher or parent may have.
4. The School will coordinate and integrate parental involvement with parental involvement strategies under other state offered programs.
5. The School may conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this parental involvement policy in improving the quality of the School.

The evaluation will include identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background). The School will use the findings of the evaluation about its parental involvement policy and activities to design strategies for more effective parental involvement, and to revise (if necessary and with the involvement of parents) its parental involvement policies.

6. The School will build the School's and parent's capacity for strong parental involvement, in order to ensure effective involvement of parents and to support a partnership among the School, parents, and the community to improve student academic achievement through the following activities specifically described below:
- A. The School will provide assistance to parents of children served by the School, as appropriate, in understanding topics such as the following:
 - the state's academic content standards
 - the state's student academic achievement standards
 - the state and local academic assessments including alternate assessments
 - the requirements of Title I, Part A of the federal regulations
 - how to monitor their child's progress
 - how to work with educators
 - B. The School will consider taking additional actions in order to improve student academic achievement as necessary. Listed below are a number of examples:
 - The School may hold an annual orientation meeting where parents will meet their child's teacher and be reassured of their right and responsibility to be involved in their child's education.
 - Parent home visits may be scheduled and done by teachers and administrators.
 - Parent breakfasts and dinners may help to increase the parent-school relations.
 - Encouraging Parent volunteers for field trip chaperones and other tasks where applicable
 - Additional communication to assist parents in understanding the school curriculum and student achievement through handouts and mailings, monthly newsletters and student achievement reports.
 - C. The School will provide materials and training to help parents work with their children to improve their children's academic achievement, such as literacy training, and using technology, as appropriate, to foster parental involvement, and by sending monthly newsletters.
 - D. The School will, with the assistance of its parents, educate its teachers, pupil services personnel, principals and other staff, in how to reach out to, communicate with and work with parents as equal partners in the value and utility of contributions of parents, and in how to implement and coordinate parent programs and build ties between parents and schools. The School will also support professional development

opportunities for staff members to enhance understanding of effective parent involvement strategies.

- E. The School will, to the extent feasible and appropriate, ensure that information related to the school and parent programs, meetings and other activities, is sent to the parents of participating children in an understandable and uniform format, including alternative formats upon request, and, to the extent practicable, in a language the parents can understand.

LIBERTY HIGH SCHOOL

HOMELESS CHILDREN AND YOUTH POLICY

Definitions.

- “Enroll” and “enrollment” include attending classes and participating fully in school activities.
- “Homeless children and youths”
 - means individuals who lack a fixed, regular and adequate nighttime residence;
 - children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
 - children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 - children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - migratory children who qualify as homeless for the purposes of this part because the children are living in circumstances described above.
- “Unaccompanied youth” includes a homeless child or youth not in the physical custody of a parent or guardian.

School Requirements.

- 1) The school will provide written notice, at the time any child or youth seeks enrollment in the school, and at least twice annually while the child or youth is enrolled in the school, to the parent or guardian of the child or youth (or, in the case of an unaccompanied youth, the youth) that—
 - shall be signed by the parent or guardian (or, in the case of an unaccompanied youth, the youth);
 - sets forth the general rights provided under this subtitle; and
 - specifically states—
 - the choice of schools homeless children and youths are eligible to attend;

- no homeless child or youth is required to attend a separate school for homeless children or youths;
 - homeless children and youths shall be provided comparable services including transportation services, educational services, programs in career and technical education, programs for gifted and talented students, and meals through school meals programs;
 - homeless children and youths should not be stigmatized by school personnel; and
 - provides contact information for the local liaison for homeless children and youths and the State Coordinator for Education of Homeless Children and Youths;
- 2) The school will provide assistance to the parent or guardian of each homeless child or youth (or, in the case of an unaccompanied youth, the youth) to exercise the right to attend the parent's or guardian's (or youth's) choice of schools; and
 - 3) The school will coordinate with the local educational agency with jurisdiction for the school selected by the parent or guardian (or youth), to provide transportation and other necessary services; and
 - 4) The school will ensure that the parent or guardian (or, in the case of an unaccompanied youth, the youth) shall receive the information in a manner and form understandable to such parent or guardian (or youth), including, if necessary and to the extent feasible, in the native language of such parent or guardian (or youth).
 - 5) According to the child's or youth's best interest, the school will
 - continue the child's or youth's education in the school of origin for the duration of homelessness, when a family becomes homeless between academic years or during an academic year; and for the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or
 - enroll the child or youth in any public school that nonhomeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

School Stability

In determining the best interest of the child or youth, the school will

- presume that keeping the child or youth in the school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth;

- consider student-centered factors related to the child's or youth's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or (in the case of an unaccompanied youth) the youth;
- if, after conducting the best interest determination based on consideration of the presumption above and the student-centered factors above, the school determines that it is not in the child's or youth's best interest to attend the school of origin or the school requested by the parent or guardian, or (in the case of an unaccompanied youth) the youth, provide the child's or youth's parent or guardian or the unaccompanied youth with a written explanation of the reasons for its determination, in a manner and form understandable to such parent, guardian, or unaccompanied youth, including information regarding the right to appeal; and
- in the case of an unaccompanied youth, ensure that the local educational agency liaison designated assists in placement or enrollment decisions, gives priority to the views of such unaccompanied youth, and provides notice to such youth of the right to appeal.

Immediate Enrollment

The school selected will immediately enroll the homeless child or youth, even if the child or youth

- is unable to produce records normally required for enrollment, such as previous academic records, records of immunization and other required health records, proof of residency, or other documentation; or
- has missed application or enrollment deadlines during any period of homelessness.

The enrolling school shall immediately contact the school last attended by the child or youth to obtain relevant academic and other records.

If the child or youth needs to obtain immunizations or other required health records, the enrolling school shall immediately refer the parent or guardian of the child or youth, or (in the case of an unaccompanied youth) the youth, to the local educational agency liaison who shall assist in obtaining necessary immunizations or screenings, or immunization or other required health records.

Records

Any record ordinarily kept by the school, including immunization or other required health records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained—

- so that the records involved are available, in a timely fashion, when a child or youth enters a new school or school district; and

- in a manner consistent with section 444 of the General Education Provisions Act (20 U.S.C. 1232g).

Enrollment Disputes

If a dispute arises over eligibility, or school selection or enrollment in a school—

- the child or youth shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals;
- the parent or guardian of the child or youth or (in the case of an unaccompanied youth) the youth shall be provided with a written explanation of any decisions related to school selection or enrollment made by the school, the local educational agency, or the State educational agency involved, at a minimum, the written explanation of how the school reached its decision regarding eligibility, school selection or enrollment will include the following and be similar to the attached:
 - A description of the action that the school proposed or refused;
 - An explanation of why the school proposed or refused the action;
 - A description of any other options the school considered;
 - The reasons why the school rejected any other options;
 - A description of any other factors relevant to the school's decision and information related to the eligibility or best interest determination;
 - Appropriate timelines to ensure any relevant deadlines are met;
 - Contact information for the school local liaison and state homeless education coordinator and a brief description of their roles; and
 - Notice to the recipient of their right to file an appeal, including step-by-step instructions of how to file an appeal.
- the parent, guardian, or unaccompanied youth shall be referred to the local educational agency liaison, who shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute; and
- in the case of an unaccompanied youth, the liaison shall ensure that the youth is immediately enrolled in the school in which the youth seeks enrollment pending resolution of such dispute.

Placement Choice

The choice regarding placement shall be made regardless of whether the child or youth lives with the homeless parents or has been temporarily placed elsewhere.

Privacy

Information about a homeless child's or youth's living situation shall be treated as a student education record, and shall not be deemed to be directory information, under section 444 of the

General Education Provisions Act (20 U.S.C. 1232g), however the school may require a parent or guardian of a homeless child or youth to submit contact information.

Comparable Services

Each homeless child or youth to be assisted shall be provided services comparable to services offered to other students in the school, including:

- Transportation services.
- Educational services for which the child or youth meets the eligibility criteria.
- Programs in career and technical education.
- Programs for gifted and talented students.
- School nutrition programs.

Coordination

Each school shall coordinate—

- the provision of services with local social services agencies and other agencies or entities providing services to homeless children and youths and their families, including services and programs funded under the Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.); and
- transportation, transfer of school records, and other interdistrict activities, with other local educational agencies.

Coordination Purpose

The coordination required shall be designed to

- ensure that homeless children and youths are promptly identified;
- ensure that all homeless children and youths have access to, and are in reasonable proximity to, available education and related support services; and
- raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness.

Homeless Children and Youths with Disabilities

For children and youths who are to be assisted both under the McKinney-Vento Homeless Assistance Act, and under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et

seq.) or section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the school shall coordinate the provision of services under this subtitle with the provision of programs for children with disabilities served by that local school and other involved local educational agencies.

Local Liaison

The School shall designate a Local Liaison for homeless children and youths and the Local Liaison shall ensure that:

- homeless children and youths are identified by school personnel through outreach and coordination activities with other entities and agencies;
- homeless children and youths are enrolled in, and have a full and equal opportunity to succeed in, schools of that local educational agency;
- homeless families and homeless children and youths have access to and receive educational services for which such families, children, and youths are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act (42 U.S.C. 9831 et seq.), early intervention services under part C of the Individuals with Disabilities Education Act (20 U.S.C. 1431 et seq.), and other preschool programs administered by the local educational agency;
- homeless families and homeless children and youths receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services;
- the parents or guardians of homeless children and youths are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents or guardians of such children and youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form understandable to the parents and guardians of homeless children and youths, and unaccompanied youths;
- enrollment disputes are mediated in accordance with paragraph (3)(E);
- the parent or guardian of a homeless child or youth, and any unaccompanied youth, is fully informed of all transportation services, including transportation to the school of origin, as described in paragraph (1)(J)(iii), and is assisted in accessing transportation to the school that is selected under paragraph (3)(A);
- school personnel providing services under this part receive professional development and other support; and

- unaccompanied youths—
 - are enrolled in school;
 - have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth, including through implementation of the procedures under paragraph (1)(F)(ii); and
 - are informed of their status as independent students under section 1087vv of title 20 and that the youths may obtain assistance from the local educational agency liaison to receive verification of such status for purposes of the Free Application for Federal Student Aid described in section 1090 of title 20.

Written Notification of Eligibility, School Selection or Enrollment Decision

Date: _____

Name of person completing this form:

Title of person completing this form:

Name of local liaison:

Phone number:

_____ Email: _____

In compliance with 42 U.S.C. § 11432(g)(3)(E) of the McKinney-Vento Homeless Assistance Act, the School is providing its written decision to:

Name of Parent(s)/Guardian(s):

Name of Student(s): _____

After reviewing your request regarding eligibility, school selection or enrollment in [insert school name], the following decision has been made concerning the student/s listed above: _____

Parents, guardians and youth have the following rights:

- **You have the right to appeal this decision by completing the appeal form or by contacting your school district's local homeless education liaison.**
- The student listed above has the right to enroll immediately or remain enrolled in the requested school pending the resolution of this dispute.
- You may provide written or verbal communication(s) to support your position regarding the student's enrollment in the requested school.
- You may seek the assistance of advocates or an attorney.
- You may contact the state coordinator for Homeless Education if further help is needed or desired. A copy of our state's dispute resolution process for students in transition is attached. The state coordinator is:

Susannah Wayland

State Homeless Education Coordinator

Phone: (614) 387-7725

Fax: (614) 387-0963

Email: HomelessEducation@education.ohio.gov

Ohio Department of Education Dispute Resolution Process Checklist

Before filing an appeal with the Ohio Department of Education have you:

- 1) Completed your district entire local dispute resolution procedures; and
- 2) Worked with your district or local homeless liaison in completing both the local and state dispute resolution process. Your local liaison should be able to provide you with relevant information to guide you through the state-level dispute resolution process. Assistance may include a list of legal and advocacy service providers, providing the contact information for the state coordinator for Homeless Education, recording the family's experience and preparing the appeal on your behalf. Find more information regarding the roles and responsibilities of the district's local liaison in the [Ohio Department of Education's McKinney-Vento Guidance](#).

The following is a list of steps to follow when filing an appeal with the Ohio Department of Education:

- 1) The parent or unaccompanied youth who received the decision or the local liaison shall send the appeal to the state coordinator for Homeless Education at the Ohio Department of Education. After an appeal is sent, the local liaison should follow up with a phone call to the state homeless coordinator.
- 2) The state coordinator for Homeless Education will investigate the complaint, which may include contacting those involved for additional information. After gathering the necessary information, the state coordinator for Homeless Education will present the evidence to the Ohio Department of Education.
- 3) The Ohio Department of Education will make a decision within 15 school days. The Department will provide the final decision to the district superintendent, building principal, local liaison, and parent, guardian or unaccompanied youth. The letter communicating the decision will be easy to understand and, translated to the family's dominant language. The Department's determination is final and all parties shall adhere to it.

RESOLUTION ADOPTING A CALAMITY DAY ALTERNATIVE MAKE-UP PLAN

WHEREAS, the Liberty High School desires students to have learning opportunities even when the School is closed for any of the reasons specified in section 3313.482 of the Ohio Revised Code; and

WHEREAS, section 3313.482 of the Ohio Revised Code authorizes a board of education to approve an annual plan by August 1 of each year to provide online learning opportunities for students in lieu of attendance on such days of closure;

WHEREAS, HB 197 allows the governing authority that has not adopted a plan under section 3313.482 of the Revised Code to require students to access and complete classroom lessons posted on the school's web site in order to make up hours for the 2019-2020 school year to adopt such a plan, any time after the effective date of HB 197.

NOW THEREFORE BE IT, AND IT IS, HEREBY RESOLVED that the Liberty High School Board of Directors hereby approves the following plan.

PLAN FOR ALTERNATIVE MAKE-UP OF CALAMITY DAYS

Pursuant to Ohio Revised Code section 3313.482, the Liberty High School Board of Directors hereby authorizes the following plan to allow students of the School to access and complete classroom lessons in order to make up any number of hours the School is closed in the 2019-2020 school year in compliance with the Director of Health's order under section 3701.13 of the Revised Code "In Re: Order the Closure of All K-12 Schools in the State of Ohio" issued on March 14, 2020, or an extension of an order.

- 1) This plan is submitted, pursuant to approval of the Liberty High School Board of Directors, in accordance with HB 197;
- 2) The School does not have a teachers' employee representative as designated under division (B) of section 4117.04.
- 3) During the 2019-2020 school year, each classroom teacher shall develop a sufficient number of lessons for each course taught by that teacher with such lessons requiring, in the judgment of the teacher, an amount of time equal to or greater than the number of hours that are the equivalent of three school days in such teacher's class.
- 4) The teacher shall designate the order in which the lessons are to be posted on the School's web portal or web site.
- 5) Teachers may be granted one professional development day after the teacher's principal or supervisor certifies that lessons equal to approximately the number of hours that are required have been posted.

- 6) Teachers will update or replace such lessons as necessary throughout the school year based on the instructional progress of students.
- 7) As soon as practicable after an announced school closure authorized under section 3313.482, the Principal may direct staff to make the designated lessons available on the School's portal or site. Each lesson shall be posted for each course that was scheduled to meet on the day of the school closing.
- 8) Each student enrolled in a course for which a lesson is posted shall be granted a two-week period from the date of posting to complete the lesson. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided.
- 9) Students without access to a computer shall be permitted to complete the posted lessons at school after the reopening of school. Students utilizing this option will be granted two weeks from the date of reopening to complete such lessons. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided. The School will provide access to School computers before, during, or after the school day (provided that the equipment is available and accessible at those times) or may provide a substantially similar paper lesson in order for students to complete the assignments.
- 10) The Board of Directors hereby authorizes "blizzard bags," which are paper copies of the lessons posted online. Teachers shall prepare paper copies approximating the content of the online lessons and shall update such paper copies when updating any of the online lessons. "Blizzard bags" shall be distributed to all students by not later than December 1 of the school year or such other date as may be selected by the superintendent. Students shall submit completed lessons to the teachers assigning such lessons not later than two weeks after the date of school closing for which the "blizzard bag" lessons are assigned.

In witness thereof, we hereby affix our signatures on this _____ day of _____, 2020.

Treasurer

President of the Board of Directors
Liberty High School

LEGAL UPDATE: MARCH 2020

COVID 19 – Operational Changes (HB 197)

State Testing:

- The School is not required to administer state assessments, including alternate assessments for students with disabilities.
- ODE shall not exclude students who have not tested from counting in the School's enrollment.
- The fact that a student was not administered an assessment shall not count in determining a required withdrawal of the student.

Report Cards:

- ODE shall not publish state report card ratings.
- ODE shall not assign overall letter grades, individual grades for any component or measure and shall not rank schools for the 2019-2020 school year.
- ODE shall report any data it has regarding performance of buildings by September 15, 2020.
- Absence of report card ratings shall have no effect in determining sanctions or penalties and shall not create a new starting point for determinations based on ratings over multiple years. If a school is subject to penalties in 2019-2020 those penalties shall remain for 2020-2021, including:
 - Determination of challenged school districts
 - Provisions related to school closure
 - Identification of schools for comprehensive or targeted support
 - Provisions to determine ability to change sponsors

Public Meetings:

- During period of emergency (but not beyond December 1, 2020) members of public body may hold and attend meetings by means of

teleconference, video conference or any other similar electronic technology.

- All resolutions will have same effect as if it occurred during an open meeting.
- Members who attend via teleconference, video conference or other electronic technology shall be considered present, permitted to vote and counted towards quorum.
- Notification of meetings needs to be provided 24 hours in advance of the meeting by reasonable methods by which any person may determine the time, location and manner by which the meeting will be held
- Must provide public access to the meeting commensurate with the method in which the meeting is being conducted.
- Board shall ensure the public can observe and hear the discussions and deliberations of all the members of the Board.
- When holding teleconference, Board must establish a means through the use of electronic equipment that is widely available to general public.
- Stipends- now that meetings held via electronic methods are approved, stipends should be permitted.

Make Up Days:

- Schools can do either of the following:
 - If the School has adopted a Calamity Day Plan, the plan can be amended to provide for make-up hours due to school closure;
 - If a School has not adopted a Calamity Day Plan, the School may adopt a plan
 - Calamity Day Plan permitted to require students to access complete classroom lessons posted on school's website
- As of now, the Minimum Hour Requirement has **not** been waived

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ATTORNEYS AT LAW

LEGAL UPDATE: MARCH 2020

Student grade advancement:

- No student shall be retained in 3rd grade based solely on a student's academic performance in reading unless the principal and the student's reading teacher agree that the student is reading below grade level and is not prepared to be promoted to 4th grade.
- Any student who was enrolled in 12th grade and on track to graduate, as determined by the School:
 - School shall grant diploma if the student's principal, in consultation with teachers and counselors, reviews student's progress toward meeting diploma requirements and determines the student has successfully completed the curriculum in high school at the time the school closed pursuant to the Director of Health's order.
 - If the school has adopted a curriculum including requirements greater than the state minimum, the superintendent or chief administrator may elect to require only the minimum curriculum required by law for purposes of determining whether a student has successfully completed the curriculum required for graduation.

Continuing Education Requirements:

- Intent of General Assembly that schools do both:
 - Continue to provide ways to keep students actively engaged in learning opportunities between March 17th and the end of the school year; and
 - Grant students who need in-person instructional experiences to complete requirements for a diploma access to school facilities as soon as reasonably possible after the Director of Health permits such access to resume even if last instructional day of the school year has passed.

Teacher Evaluations:

- The School shall not use value-added progress from the 2019-2020 school year to

measure student learning attributable to teachers being evaluated.

- The School may elect not to conduct an evaluation of an employee whose evaluation had not been completed prior to March 14th, if the Board decides it is impracticable or impossible.

Sponsor Evaluations:

- ODE shall not issue ratings for the academic performance component of the Sponsor Performance review.
- ODE shall not include academic performance in the calculation of an overall rating for the Sponsor.
- ODE shall not find a sponsor or school out of compliance with an applicable law or administrative rule for any requirement or action that should have occurred while the School was closed pursuant to the Director of Health's order.

Waiver of Deadlines:

- Superintendent of Public Instruction may extend or waive deadlines for actions of the State Board of Education, the Department of Education, or any person or entity licensed by the State Board or ODE during the duration of the Director of Health's order as necessary to ensure the safety of students, families and communities are prioritized. Examples:
 - Conduct of school personnel evaluations
 - Conduct of school safety drills;
 - Emergency Management Test requirements;
 - Updating OTES Policies
 - Identification and screening of gifted students

Food Services:

- During period of declared emergency (but not beyond December 1, 2020) a school that has been issued a food service operation license is exempt from the food processing establishment rules for continuation of food service under the Seamless Summer Option Program with waiver.

Learn how we can help, contact:

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