

## COMMUNITY SCHOOL CONTRACT

This Community School Contract (“Contract”) is entered into by and between the Ohio Council of Community Schools (hereinafter “**Sponsor**”); and the Board of Directors and governing authority of the Riverside Academy (hereinafter “**Governing Authority**”), an entity established in accordance with Chapter 1702 of the Ohio Revised Code and is made effective upon the execution hereof.

**WHEREAS**, Chapter 3314 of the Ohio Revised Code permits the formation and operation of community schools; and

**WHEREAS**, the Ohio Council of Community Schools is an authorized **Sponsor** under Chapter 3314 of the Ohio Revised Code; and

**WHEREAS**, Ohio law allows the **Governing Authority** and the **Sponsor** to enter into a renewal contract to allow for the continued operation of a community school; and

**WHEREAS**, the **Governing Authority** seeks to continue to operate a community school.

**NOW THEREFORE**, the **Governing Authority** and the **Sponsor** enter into this Contract, pursuant to the following terms and conditions.

- A. **Continuation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may continue to operate the community school (hereinafter referred to as the “**School**”) as permitted by and subject to applicable federal laws, the laws of the state of Ohio, and the terms of this Contract. The **Governing Authority** shall be responsible for carrying out the provisions of this Contract, unless the Contract specifically places a duty upon the **Sponsor**.
- B. **Community School Obligations.** The **Governing Authority**, for itself and on behalf of the **School**, covenants and agrees as follows:
  - 1. As required by Section 3314.03(A)(1) of the Ohio Revised Code, the **School**, having been established as either a nonprofit corporation (if established under Chapter 1702 of the Ohio Revised Code prior to April 8, 2003), or a public benefit corporation (if established after April 8, 2003), shall be operated and maintain its status as a nonprofit corporation in good standing.
  - 2. The **School’s** Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No., Ohio certificate of non-profit status, and IRS Letter of Determination of the **School’s** federal tax-exempt status (or, until the Letter of Determination is issued, copy of the submitted IRS Form 1023) are attached at **ATTACHMENT 1** to this Contract. If any of these documents are modified or created subsequent to this Contract being executed, the **School** must submit these documents to the **Sponsor** in a timely manner, not to exceed 30 days after receipt or execution.



3. Except as otherwise permitted by this Contract or the **Sponsor**, any future contracts entered into with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date of this Contract or in 10 years, whichever date is later.
4. In accordance with the Ohio Revised Code, as a community school pursuant to Chapter 3314 of the Ohio Revised Code, the **School** shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.50, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.238, 3319.318, 3319.321, 3319.39, 3319.391, 3319.393, 3319.41, 3319.46, 3320.01, 3320.02, 3320.03, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 5502.703, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code, as if it were a school district and will comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code. Additionally, if applicable, the **School** will comply with Sections 3301.50 to 3301.59 of the Ohio Revised Code and the minimum standards for preschool programs prescribed in rules adopted by the state board under Section 3301.53 of the Ohio Revised Code.

The **School** will comply with Sections 3313.6021 and 3313.6023 of the Ohio Revised Code as if it were a school district unless it is an internet- or computer-based community school, or a community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of Section 3314.35 of the Ohio Revised Code. The **School** will comply with Section 3321.191 of the Ohio Revised Code, unless it is an internet- or computer-based community school that is subject to Section 3314.261 of the Ohio Revised Code.

As outlined in Section 3323.012 of the Ohio Revised Code, the **School** is considered a school district for purposes of Chapter 3323 of the Ohio Revised Code. The **School** is also considered a school district for all purposes provided for in Section 3314.082 of the Ohio Revised Code. The **Governing Authority** and **School** shall also comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code and must have a conflicts of interest policy. The **Governing Authority** and **School** will comply with Sections 3302.04 and 3302.041 of the Ohio Revised Code, except that any action required to be taken by a school district pursuant to those Sections shall be taken by the **Sponsor** in accordance with the Ohio Revised Code. However, the **Sponsor** shall not be required to take any action described in Division (F) of Section 3302.04 of the Ohio Revised Code. The **School** shall comply with federal and state laws regarding the education of students with disabilities.



To comply with requirements in this Section, members of the **Governing Authority**, the designated fiscal officer, the Chief Administrative Officer, other administrative employees of the **School**, and, if applicable, all individuals performing supervisory or administrative services for the **School** under a contract with the operator shall complete training on an annual basis on the public records and open meetings laws as may be required by law. All **Governing Authority** members shall annually submit to the Sponsor a conflicts of interest disclosure.

The **School**, unless it is an internet- or computer-based community school, will comply with Section 3313.801 of the Ohio Revised Code, as if it were a school district.

5. The **School** and **Governing Authority** shall not carry out any act or perform any function that is not in compliance with the Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law.
6. **ATTACHMENT 2** contains the deed or lease agreement and an outline of the **School** facilities including: a detailed description of each facility used for instructional purposes, specifying the location of the **School**, the physical and/or mailing address, and approximate number of square feet utilized by the **School**; the annual costs associated with leasing each facility that are paid by or on behalf of the **School**; if applicable, the annual mortgage principal and interest payments that are paid by the **School**; and the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any. The facilities used by the **School** will not be changed or altered in a way that would materially impact the available square footage without the prior written consent of the **Sponsor**, which consent shall not be unreasonably withheld, delayed, or conditioned. To the extent that square footage is moved or replaced with alternative classroom settings, the **Sponsor** must consent to any such changes which consent shall not be unreasonably withheld, delayed, or conditioned.

If the **School** changes or expands its location, and such location has been or will be leased, no lease shall be signed by the **Governing Authority** unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. The **Sponsor** shall have the right to inspect the site before a lease is signed. If the location has been or will be purchased by the **Governing Authority**, the contract of sale and related documents shall not be signed unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. Approval of the financial plan or site shall not be unreasonably withheld and/or delayed. After leasing or purchasing a site, a copy of the fully executed lease or conveyance documents, subsequent amendments, modifications, or renewals thereof, and all related documents shall be provided to the **Sponsor** within 10 business days and included in **ATTACHMENT 2**, along with updated



facilities information as specified above and in Section 3314.03(A)(9) of the Ohio Revised Code.

Any facility used for or by the **School** shall meet all applicable standards established by state or federal law for community school buildings, including, but not limited to, all requirements imposed by the Americans with Disabilities Act unless legally exempted.

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

The Ohio Department of Education has the authority as the community school oversight body to suspend the operation of the **School** under Section 3314.072 of the Ohio Revised Code if the Ohio Department of Education has evidence of conditions or violations of law at the **School** that pose an imminent danger to the health and safety of the **School's** students and employees working in the **School** and the **Sponsor** refuses to take such action.

7. The **School** shall be authorized to provide learning opportunities for grades K-12 for at least 25 students for a minimum of 920 hours per school year or in accordance with any applicable changes of law.
8. The **School** was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract. For purposes of this Section, if the **School** is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the **School** will be considered to be a non-public chartered or non-chartered school.
9. The **School** shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and it will not be operated by a sectarian school or religious institution.
10. A list of the current members of the **Governing Authority**, including all contact information required by law, is included as **ATTACHMENT 3**. A description of the process by which the **Governing Authority** of the **School** shall be selected in the future shall also be included, unless that process is outlined in the Code of Regulations included with **ATTACHMENT 1**. The **Governing Authority** shall consist of not less than 5 members and a majority of the members must be comprised of individuals who live or work in Cuyahoga, Stark, or Summit counties, or an adjacent county. In accordance with Section 3314.035 of the Ohio Revised Code, the **Governing Authority** shall ensure the name of each member is posted on the **School's** website. For new members, the **School's** website shall be updated within 30 days of appointment.



No person shall serve on the **Governing Authority** under any of the circumstances prohibited by Section 3314.02(E) of the Ohio Revised Code, including, but not limited to, serving on the governing authority of more than 5 community schools at the same time, unless as allowed by Section 3314.02(E)(3) of the Ohio Revised Code. Additionally, in accordance with Section 3314.02(E)(7), each then current member of the **Governing Authority** shall make the required annual disclosures by October 31 of each year or within 60 days of appointment to the **Governing Authority**.

Meetings of the **Governing Authority** must occur at least 8 times per year in Cuyahoga, Stark, or Summit counties, or an adjacent county, and at least 1 meeting must be held at the **School**. Unless the **Governing Authority** has approved a different rule in compliance with the requirements in Section 121.22 of the Ohio Revised Code, proper notice of any regularly scheduled meeting and all special meetings shall be published on the **School's** website and any other location that the **School** determines would be useful to provide notice of its public meeting. Written notification of any regularly scheduled meeting shall be provided to the **Sponsor** at least 7 days in advance and notice to the **Sponsor** shall be provided immediately upon the scheduling of any special or emergency meeting. Appropriate documents related to any public meeting under Section 121.22 of the Ohio Revised Code shall be provided to the **Sponsor** at the same time they are provided to **Governing Authority** members.

At all times, 1 representative of the **Sponsor** or its designee shall be granted all rights and privileges associated with being a non-voting member of the **Governing Authority**, but shall not be considered a member of the **Governing Authority** under any provision of Ohio law or this Contract. This representative or designee has the authority to attend all executive sessions, unless explicitly excused by the **Governing Authority** so that the **Sponsor** may be discussed or to avoid unintentional waiver of attorney-client privilege. Any **Sponsor** representative or designee present during executive session of the **Governing Authority** must maintain appropriate confidentiality. This confidentiality requirement does not preclude the individual from sharing information with other employees or agents of the **Sponsor**, as long as the employees or agents likewise maintain the appropriate confidentiality of information discussed in such executive sessions.

All members of the **Governing Authority** must be approved by the **Sponsor** prior to appointment as an official member counted for quorum and voting purposes, which approval shall not be unreasonably withheld, conditioned, or delayed. Any individual under final consideration for appointment to the **Governing Authority** shall have an Ohio and federal criminal records check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial criminal records check is performed. The results of these background checks shall be provided first to the **Governing Authority** or its legal counsel and then to the **Sponsor**. Any consent needed to forward the results of the criminal records checks by prospective **Governing Authority** members shall



be obtained by the **Governing Authority**. The names, mailing addresses, electronic mail addresses, telephone numbers, and biographical information reflecting experience, education, and/or professional information of current and prospective members of the **Governing Authority** shall also be provided to the **Sponsor**. To the extent that the **Sponsor** needs assistance from the **Governing Authority** confirming the lack of findings of recovery, assistance from the **Governing Authority** will not be unreasonably withheld.

Within 1 year of appointment to the **Governing Authority**, all members without community school governing authority experience must attend at least 8 hours of training. Any training offered by the **Sponsor** shall be free of charge. The annual training required in Section 3314.037 of the Ohio Revised Code shall count toward the required hours of training noted above. The **Governing Authority** shall be permitted to obtain training from an outside provider with approval given by the **Sponsor**, which approval shall not be unreasonably withheld or delayed.

The **Governing Authority** may provide by resolution for the compensation of each of its members in accordance with Ohio law. The **Governing Authority** shall submit such a resolution to the **Sponsor** promptly upon its approval.

Additionally, any attorney, accountant, or entity specializing in audits, contracted by the **Governing Authority** shall be independent from the **Sponsor** and operator as contracted by the **Governing Authority**.

11. The **School's** Chief Administrative Officer will be the **School's** leader and chief administrator. This individual is responsible for the daily operations at the **School** and will be listed in any state reporting system as the Superintendent, or other similar title. Within 5 business days, the **School** or the **School's** designee shall notify the **Sponsor**, in writing, of any change in the identity of the **School's** Chief Administrative Officer and shall include any documentation required by law.
12. The **School** shall begin operation for the academic year no later than September 30 (unless it is a drop-out prevention and recovery program) by teaching the minimum number of students required by law or this Contract.
13. The **School's** Educational Plan, including its mission, academic goals, characteristics of students the **School** is hoping to attract (including ages and grades), instructional program and methods, focus of the curriculum, educational philosophy of the **School**, and a description of the learning opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities, if present) that complies with the criteria for student participation in Section 3314.08(H)(2) of the Ohio Revised Code are attached as **ATTACHMENT 4**. If applicable, **ATTACHMENT 4** shall also include a notation if the **Governing Authority** is seeking designation as a STEM school equivalent under Section 3326.032 of the Ohio Revised Code, and, if the **School** is operating using the blended learning model as defined in Section 3301.079 of the Ohio Revised Code, the required information as outlined in Section 3314.03(A)(29) of the Ohio Revised



Code. The **Governing Authority** shall give the **Sponsor** advanced written notice of its desire to update **ATTACHMENT 4**; however, changes shall not be implemented without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld. Additionally, if the **School** is serving any of grades K-8, multiple grade levels shall not be served concurrently in the same classroom without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld.

In the event the **School** is at risk of state-issued sanctions, including, but not limited to, permanent closure based upon poor academic performance, the **Sponsor** may take prompt action to require additional information and requirements be incorporated into **ATTACHMENT 4**. In such an instance, the **School** and **Governing Authority** agree to comply with reasonable requests, including, but not limited to, an in-depth evaluation of the **School's** curriculum and instructional methods by qualified curriculum and instructional professionals, quarterly reviews of the School Improvement Plan, and any other items deemed necessary by the **Sponsor**.

14. The Performance and Accountability Plan is included as **ATTACHMENT 5** and identifies the minimum performance standards and/or performance requirements to be satisfied by the **Governing Authority** and the **School** in the Core Performance Areas of legal compliance, organization and operational performance, financial performance, and student and academic performance, including all applicable report card measures set forth in Sections 3302.03 or 3314.017 of the Ohio Revised Code.

Within 60 days of being notified by the **Sponsor**, the **Governing Authority** shall submit a Performance Improvement Plan, as outlined in the Performance and Accountability Plan, for any individual indicator, goal, or data point where the **Governing Authority** or **School** did not meet the standards.

The Performance and Accountability Plan will be a significant factor in any **Sponsor** action in accordance with Section F. of this Contract, including, but not limited to, requiring a Performance Improvement Plan, being placed on probation, or issuing an intent to suspend operations. Additionally, an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points in any of the Core Performance Areas will also factor into any action taken by the **Sponsor**. The **Sponsor** reserves the right to make changes to the Performance and Accountability Plan as necessary. The **Governing Authority** recognizes that these changes may be required and the **Sponsor** agrees to reasonably negotiate any changes with the **Governing Authority**, prior to implementation.

The **School** shall timely administer all statewide achievement assessments required by law, and the results of the assessments will be a factor used to determine progress toward meeting the student and academic performance requirements included in the Performance and Accountability Plan.



15. Within 4 months after the end of each school year, the **Governing Authority** must submit a report of its activities and progress in meeting the goals and standards set forth in this Contract and its financial status to the **Sponsor** and the parents of all students enrolled in the **School**.
16. The **Governing Authority** or its designee shall report annually to the **Sponsor** and the State Board of Education on the day set by the State Board of Education all of the reporting requirements set by Chapter 3314 of the Ohio Revised Code, including, but not limited to, those found in Section 3314.08(B) of the Ohio Revised Code.
17. The **Governing Authority** or its designee shall report in writing every month to the **Sponsor** with statistics and other items required by the **Sponsor**, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the **Sponsor's** inquiries regarding such information or other matters the **Sponsor** reasonably deems important. The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall have open access for such visits. The **Sponsor** will use its reasonable discretion when determining when to conduct such visits, and, while visiting the **School**, the **Sponsor** shall use best efforts to avoid undue disruption of the learning environment. Upon the written request of **Sponsor**, the **Governing Authority** shall also report in writing all of the following data: total assets, current assets, total liabilities, current liabilities, total number of people on payroll, gross revenue, occupancy cost, payroll/instruction cost, state revenue, operator fee cost, grant revenue, and total number of students.

The **Governing Authority**, **School**, and **Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA") and 34 CFR Part 99, the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to the **Sponsor** personally identifiable information from an education record of a student without parental consent (or student consent where applicable). Uses of the information may include conducting audits, compliance evaluations, and other reviews as necessary for the **Sponsor** to carry out its statutory duties. Accordingly, the **School** agrees to grant to **Sponsor's** employees access as defined hereinafter to "education records" as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including, if applicable, the operator) that is reportable to the Ohio Department of Education or its agencies, to the Ohio Auditor of State, or to any outside vendor. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System, or any successor systems. "Full and complete access" shall include the ability to inspect and copy paper and electronic documents at the **School** and the **School** or its agent(s) (including, if applicable, the operator) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format, if available.



The **Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the **School** and authorizes its agent(s) (including, if applicable, the operator) to communicate this information directly to the **Sponsor**.

The **Sponsor** agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit **Sponsor** employee access to only those education records and that as required by law the **Sponsor** will destroy the educational records when no longer needed for the purposes outlined in this Contract, or otherwise needed under state or federal law or any applicable court order.

The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with FERPA, or the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of education records and the results of criminal records checks. **Sponsor** shall also be responsible for any liability or adverse consequence(s) resulting from an accidental or other deletion, release, or alteration of information or data systems of the **School** or Ohio Department of Education as a result of such access.

18. The admission procedures of the **School** are set forth in **ATTACHMENT 6** and shall comply with Section(s) 3314.06, and, if applicable, 3314.061 of the Ohio Revised Code, including the following requirements:
  - (a) Specify that the **School** will not discriminate in its admission of students to the **School** on the basis of gender, race, religion, color, national origin, disability, intellectual ability, athletic ability, or measurement of achievement or aptitude; and,
  - (b) Be open to any individual entitled to attend school in the state of Ohio pursuant to Section 3313.64 or Section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group; (ii) students who meet a definition of "at-risk" that the parties to this Contract agree upon, and/or; (iii) residents of a specific geographic area within the district as defined in this Contract.

The **Governing Authority** and **School** shall allow the enrollment of students who reside in any district in the state of Ohio, unless the admissions procedures set forth in **ATTACHMENT 6** establishes a different and lawful enrollment policy.

The **School** will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve the racial and ethnic balance reflective of the community it serves. The **School's** methods for achieving this balance are described in **ATTACHMENT 6**.



Notwithstanding the admissions procedures of this Contract, in the event that the racial composition of the enrollment of the **School** violates a federal desegregation order, the **School** shall take all corrective measures to comply with the desegregation order.

If the number of applicants exceeds the capacity of the **School's** programs, classes, grade levels, or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and to students who reside in the district in which the **School** is located. Preference may also be given to eligible siblings of students attending the **School** the previous year and children of full-time staff members employed by the **School**, provided the total number of children of staff members receiving this preference is less than five percent of the **School's** total enrollment.

19. Tuition in any form shall not be charged for the enrollment of any student, except for the enrollment of any student who is not a resident of Ohio in accordance with Section 3314.08(F) of the Ohio Revised Code. The **School** shall not require contributions either from any student eligible to enroll or enrolled in the **School** or from any parent or guardian of a student who is enrolled or intending to enroll in the **School**. Nothing in this Section shall prevent the **School** from charging reasonable class, book, or similar fee(s), or engaging in voluntary fund-raising activities.
20. The **School** shall follow all reasonable dismissal procedures, according to Section 3314.03(A)(6)(a) of the Ohio Revised Code.
21. The **Governing Authority** shall adopt a school attendance policy that includes procedures for verifying attendance, as required by law, and for automatically withdrawing a student from the **School** if the student, without legitimate excuse, fails to participate in 72 consecutive hours of the learning opportunities offered to the student. Attendance and participation policies will be available for public inspection. Attendance and participation records shall be made available to the Ohio Department of Education, the Ohio Auditor of State, and the **Sponsor**, to the extent permitted by FERPA and Section 3319.321 of the Ohio Revised Code.

The **Governing Authority** shall adopt an enrollment and attendance policy or policies that requires a student's parent to notify the **School** when there is a change in the location of the parent's or student's primary residence. Such policy or policies shall also require the verification of student residence and address information for students enrolling in or attending the **School**.

22. The **Governing Authority** shall adopt a policy regarding suspension, expulsion, emergency removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed, and the due process related to any action taken under this



Section. The policy and practices shall comply with the requirements of Sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code. Those policies and practices shall not unlawfully infringe upon the rights of students with disabilities as provided by state and federal law.

23. Unless operations are suspended in accordance with Section 3314.072 of the Ohio Revised Code, the **School** must remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction to the fullest extent possible, unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, but is not obligated to, assume operation of the **School** as provided for in Section 3314.073 of the Ohio Revised Code. Provided prior written notice is delivered to all members of the **Governing Authority**, the **Sponsor** may also replace the **Governing Authority** if the **Governing Authority** abandons or materially breaches its duties under this Contract or at law in a manner that could cause immediate and irreparable harm to the **School** and/or its students.
24. At least 1 full-time classroom teacher or 2 part-time classroom teachers each working more than 12 hours per week must be employed to work in the **School**. The full-time classroom teachers and part-time classroom teachers working more than 12 hours per week shall be licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code. Pursuant to Section 3319.301 of the Ohio Revised Code, non-licensed persons, who are otherwise qualified, may teach up to 12 hours per week. Non-licensed persons, who are otherwise qualified, teaching in a STEM school or an industry-recognized credential program offered at a dropout recovery community school may teach classes for not more 40 hours per week in the **School**. The student to full-time equivalent classroom teacher ratio shall be no more than 28:1 without prior written approval of the **Sponsor**, which will not be unreasonably withheld. The **School** may employ non-teaching employees.

If the **School** is the recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," Pub. L. No. 111-5, 123 Stat. 115, the **School** will pay teachers based upon performance in accordance with Section 3317.141 and will comply with Section 3319.111 of the Ohio Revised Code as if it were a school district.

25. Although the **Governing Authority** may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the expiration of this Contract or termination according to the procedures set forth in the Ohio Revised Code.
26. The **Governing Authority** shall specify any arrangements for providing health and other benefits to employees. To the extent required by law, the benefits provided by the **School** must include and are subject to Chapters 3307 and 3309 of the Ohio Revised Code ("STRS" and "SERS"), as applicable.



27. The **School's** financial records shall be maintained in the same manner as are financial records of school districts, pursuant to rules of the Ohio Auditor of State.

The **School** shall submit to the **Sponsor** no later than November 15th of each year a draft of the statutorily-required reports to be generated and submitted to the Ohio Auditor of State no later than 150 days following the close of the fiscal year. In the event this statutory requirement is lifted, the **School** shall be required to comply with relevant statutory provisions.

The **School** shall meet the requirements of the duly authorized laws, rules, and procedures for program and financial audits established by the Ohio Auditor of State and the Ohio Department of Education. The audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.

The **Sponsor** may order a financial audit of the **School** if, in the sole discretion of the **Sponsor**, the **Sponsor** has reason to believe that the **School** has:

- (a) Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the **School's** finances;
- (b) Improperly maintained its financial records; and/or,
- (c) Insufficient financial controls in place.

If an audit is ordered under this Section, the **Governing Authority** or **School** shall pay the costs. In the event this audit does not materially support findings regarding any of the reasons for which the **Sponsor** may order such audit as described in (a) through (c) above, the **Sponsor** shall reimburse the **Governing Authority** or **School** for direct costs associated with a third-party auditor within a reasonable time period.

Any breach of this provision will be considered a material breach. The **Sponsor** may exercise all rights afforded to it under statutory or common law to enforce this provision. To the extent that the **Sponsor** incurs damages based upon the **School's** breach of this provision, the **School** agrees to compensate the **Sponsor** for all reasonable costs and damages resulting directly from the **School's** breach of this provision.

28. The fiscal year for the **School** shall begin July 1 and end June 30 of the following year.
29. A financial plan detailing a projected **School** budget for each fiscal year of this Contract is included with **ATTACHMENT 7**. Each year of this Contract, on or before June 30, a revised financial plan shall be submitted by the **Governing Authority** to the **Sponsor**. The **Governing Authority** and **School** agree that if a deficit is projected, the parties will take appropriate measures to budget for a



positive cash flow. All projected and actual revenue sources must be included in the plan and projected expenses must include the total estimated per pupil expenditure amount for each such year. In accordance with Section 3314.042 of the Ohio Revised Code, the **Governing Authority** agrees to comply with Section 3301.07(B)(2) of the Ohio Revised Code in terms of financial reporting.

An appropriately licensed and bonded, fiscal officer shall be designated by the **Governing Authority**. Except as provided by Section 3314.011(D) of the Ohio Revised Code, the fiscal officer shall be employed by or engaged under a contract with the **Governing Authority** of the **School**. The **School's** designated fiscal officer shall maintain the internal financial controls, as approved by the **Governing Authority**, and carry a bond for this individual **School** in an amount no less than \$25,000.00. All revenue received by the **School** pursuant to state or federal law, or pursuant to a grant shall be placed in the custody of the fiscal officer. The fiscal officer's bond, proper contact information, license, and the approved internal financial controls shall be included in **ATTACHMENT 7**. If the fiscal officer changes, the **Governing Authority** shall immediately notify the **Sponsor** in writing and provide updated fiscal officer documentation within 10 business days, such as confirmation of the bond and other requirements of this Contract as they relate to the **School's** fiscal officer.

The **Governing Authority** agrees that annual documents created or overseen by the fiscal officer, including but not limited to the five-year forecast, annual operating budget, and federal spending plan, shall not be approved at a meeting unless the fiscal officer participates either in-person or by means of teleconference, video conference, or any other similar electronic technology, for the discussion of those documents. If the fiscal officer is unable to participate in the meeting, an individual designated by the fiscal officer, who is familiar with the document(s) being discussed and can answer questions posed by the **Governing Authority**, can be substituted.

If applicable, as a pre-condition to the initiation of operations of the **School**, the **Governing Authority** or any operator as outlined in **ATTACHMENT 9**, shall post a bond in the amount of \$50,000.00 with the auditor of state, or otherwise secure a cash deposit or written guarantee as allowed under Section 3314.50 of the Ohio Revised Code. The bond or cash deposit shall be used, in the event the **School** closes, to pay the auditor of state any moneys owed or that become owed by the **School** for the costs of audits conducted by the auditor of state or a public accountant under Chapter 117. of the Ohio Revised Code. The ongoing provision of a bond, cash deposit, or written guarantee, as specified under Section 3314.50 of the Ohio Revised Code, is a legal precondition to the initiation, maintenance, and continuation of operations of the **School**.

If the Ohio Auditor of State or other independent auditor concludes the **School's** financial records are unauditable, for any fiscal year in which the individual listed in **ATTACHMENT 7** was the fiscal officer of the **School**, the **School** shall take



immediate action to suspend the fiscal officer and retain the services of another fiscal officer in good standing.

If the **Governing Authority** enters into an agreement with an operator to manage daily operations at the **School**, the **Governing Authority** agrees to procure from the operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review the **Governing Authority** and **School's** financial information relative to revenue, expenses, and all other financial information allowed by law.

30. Pursuant to Section 3314.08(G) of the Ohio Revised Code, the **School** may borrow money to pay any necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School** pursuant to Section 3317.022 of the Ohio Revised Code. The **School** may issue notes to evidence such a borrowing to mature as necessary. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed 15 years for the purpose of acquiring facilities. Any monies loaned to the **School** by the operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
31. The **Governing Authority** shall purchase, or ensure that, insurance coverage providing for the general liability of the **School** is maintained at all times. The **Governing Authority** shall ensure that this liability insurance policy provides coverage for itself; the **School** and its employees; and shall include the **Sponsor**, its Board, officers, employees, and contractors of the **Sponsor** as additional insureds thereunder. The policy or certificate indicating coverage shall be provided to the **Sponsor** upon execution of this Contract. This policy shall provide coverage in amounts not less than \$1 million per occurrence and \$5 million in the aggregate or \$1 million per occurrence, \$2 million in the aggregate, and at least a \$5 million umbrella covering all claims otherwise payable under the policy. The **Governing Authority** shall provide documentation regarding any change in or renewal of this policy to the **Sponsor** as soon as reasonably practicable following the renewal of the policy and shall require the insurer to notify the **Sponsor** in writing promptly upon receiving notification from the insurer of any material adverse change to, or cancellation of, such coverage. To the extent obtained under this Contract, the **School** must provide copies of all commercial general liability, real or personal property, directors and officers liability insurance, proof of workers' compensation payments, and unemployment compensation payments, and notice of lapse of any such coverage to **Sponsor** within 5 business days of written request by the **Sponsor**.
32. The **Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its Board, and their respective members, employees, agents, and officers, from any claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, arising from any of the following, which include, but are not limited to:



- (a) A failure of the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or by this Contract; and/or
- (b) An action or omission by the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors that result in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal).

The entering into of this Contract and the oversight of the **Sponsor** of the **School** and the **Governing Authority** pursuant to this Contract, shall in no way implicate the **Sponsor** or render it liable or responsible for the acts or omissions of the **Governing Authority** or the **School**.

The parties agree that the **Governing Authority** and **School** will not be required to indemnify the **Sponsor** and its Board to the extent that the relevant actions were attributable to specific acts or omissions by the **Sponsor** and/or its Board. In addition, in the event that the **Governing Authority** and **School** engage in litigation that is adverse with the **Sponsor** and/or its Board, or vice versa, no indemnification applies.

To comply with Ohio law, this indemnification provision is limited to \$5 million. The **Governing Authority** and **School** hereby agree that it will name the **Sponsor** as an additional insured under its required insurance policies up to and including the required amount of indemnification.

- 33. Where required by this Contract, the **Governing Authority** and **School** shall comply with all reasonable requests of the **Sponsor**. Unless otherwise directed in writing for a longer period of time, any reasonable request of the **Sponsor** shall be fulfilled in writing within 10 business days.
- 34. If the **School** includes a high school, the **School** shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Ohio Revised Code, except with regard to students who entered ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the **Governing Authority**. Beginning with students who entered ninth grade for the first time on or after July 1, 2010, the requirement in Section 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in Section 3313.6027 and division (C) of Section 3313.603 of the Ohio Revised Code, unless the person qualifies under division (D) or (F) of that Section. The **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the



updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under divisions (J)(1) and (2) of Section 3313.603 of the Ohio Revised Code. Beginning with the 2018-2019 school year, the **School** shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the department under division (J)(3) of Section 3313.603 of the Ohio Revised Code.

35. In addition to provisions provided in the Ohio Revised Code, any individual, responsible for the care, custody or control of a student, under final consideration for appointment or employment with the **Governing Authority** or **School** shall have an Ohio and federal criminal records check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial criminal records check is performed. The results of all employee criminal records checks will be provided to the **Sponsor** within 3 business days of receipt and/or appointment and subsequently upon request.
36. Pursuant to Section 3314.03(B) of the Ohio Revised Code, a comprehensive plan for the **School** must be submitted to the **Sponsor**. The requirements for the comprehensive plan are fulfilled through various attachments to this Contract. The **School's** comprehensive plan shall specify the following:
  - (a) The process by which the **Governing Authority** of the **School** will be selected in the future (portion of ATTACHMENT 1 – Code of Regulations);
  - (b) The management and administration of the **School** (portion of ATTACHMENT 7 – Financial Plan and ATTACHMENT 8 – Management Agreement);
  - (c) If the community school is a currently existing public school or educational service center building, alternative arrangements for current public school students who choose not to attend the converted school and for teachers who choose not to teach in the school or building after conversion (If applicable, these arrangements will be developed and added);
  - (d) The instructional program and educational philosophy of the **School** (ATTACHMENT 4 – Education Plan);
  - (e) Internal financial controls (portion of ATTACHMENT 7 – Internal Financial Controls); and,
  - (f) Any other information or documentation as determined by the **Sponsor** or as deemed necessary by the **Governing Authority** to comply with the requirements of the comprehensive plan.



C. **Sponsor Obligations.** The **Sponsor** shall work with the **Governing Authority** to perform a high-stakes review before considering any renewal of this Contract pursuant to Section F., or, in the **Sponsor's** sole discretion, as appropriate based on the academic and/or financial performance, and at least once every five years. Additionally, the **Sponsor** shall provide monitoring, oversight, and technical assistance to the **Governing Authority** and **School** including, but not limited, to:

1. Monitoring the **School's** compliance with applicable law, and the terms of this Contract;
2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis;
3. Reporting annually the results of its evaluation to the Ohio Department of Education and parents of students enrolled in the **School**;
4. Submitting the necessary, sponsor-required reports to the Ohio Department of Education, or other appropriate entities;
5. Providing technical assistance to assist the **School** in complying with applicable laws and this Contract;
6. Intervening and taking action as the **Sponsor** deems necessary in the **School's** operation to correct problems with overall performance, including, but not limited to, exercising its right to place the **School** on probation, suspend operations of the **School**, and/or terminate this Contract according to Sections 3314.073, 3314.072 or 3314.07, respectively, of the Ohio Revised Code;
7. Preparing and assisting with contingency plans in the event the **School** experiences financial difficulties or closes before the end of the school year;
8. Timely performance of any other duties related to the **School** that may be relegated to the **Sponsor** through state or federal law; and,
9. Pursuant to Section G. of this Contract and in compliance with Ohio law, the **Sponsor** will oversee the **Governing Authority** and **School's** actions in the closure of a community school established under Chapter 3314 of the Ohio Revised Code.

D. **Fee Structure.** The parties covenant and agree as follows:

1. As permitted by Section 3314.03(C) of the Ohio Revised Code, in consideration for time, organization, monitoring, oversight, technical assistance, fees, and costs of the **Sponsor** pursuant to this Contract, the **Governing Authority** shall pay to the **Sponsor** the amount of 3.0% of the total amount of payments for operating expenses that the **School** receives from the state each year. Such payments shall be paid based on invoices from the **Sponsor**. The invoices shall be payable within 10 days of receipt of the invoice and the **School's** receipt of the associated state funds.



Calculations for the invoicing shall be taken from the Ohio Department of Education-issued report identifying the amount of state funds paid to the **School** for the invoice period.

The **Governing Authority** and/or **School's** financial obligations regarding any fees due to the **Sponsor** under this Contract prior to termination shall survive termination, non-renewal, and expiration of this Contract. The fees due shall be limited in coverage to the term of this Contract or the duration of the Contract whichever is shorter, provided, that the **Sponsor** shall be entitled to its fees related to amounts received by the **School** or **Governing Authority** which are related to periods prior to termination, non-renewal, or expiration of this Contract whether such amounts are actually received during or after the term of this Contract. Similarly, the **Sponsor** shall repay any fees it receives from the **School** or **Governing Authority**, as appropriate, related to amounts adjusted by the Ohio Department of Education that are related to periods prior to termination, non-renewal, or expiration of this Contract whether such adjustment is made during or after the term of this Contract. Such repayment shall be within a timeframe mutually agreed to or such time as may be required by the Ohio Department of Education or the Ohio Auditor of State.

- E. **Contract Authorization.** Prior to signing this Contract, each party must authorize, in accordance with applicable laws and regulations, the execution of this Contract and vest one or more individuals with the authority to execute this Contract for and on behalf of the party with full authority to bind that party. Upon its execution, the **Governing Authority** and **Sponsor** shall provide a resolution, or other verification, indicating authorization to execute this Contract.
- F. **Renewal; Termination; Closure.** Upon the expiration of this Contract and approval of the **Governing Authority**, the **Sponsor** may elect to renew this Contract in accordance with Section 3314.03(E) of the Ohio Revised Code for a term determined by the **Sponsor**, but not expiring earlier than the end of any school year. The **Sponsor** may elect not to renew the Contract upon, or terminate prior to, its expiration pursuant to Section 3314.07 of the Ohio Revised Code; suspend operations of the **School** pursuant to Section 3314.072 of the Ohio Revised Code, which may or may not void this Contract under Section 3314.072(E) of the Ohio Revised Code; and/or, place the **School** on probation or assume operation of the **School** in accordance with Section 3314.073 of the Ohio Revised Code for any reason defined in Section 3314.07(B)(1) of the Ohio Revised Code or any of the following:
1. Failure to meet student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**);
  2. Failure to meet generally accepted standards of fiscal management;
  3. Violation of any provision of this Contract or applicable local, state, or federal law; or,



4. Other good cause.

The **Sponsor** and **Governing Authority** recognize the authority of the Ohio Department of Education to act in accordance with Sections 3314.072 and 3314.015(C) of the Ohio Revised Code.

In reaching a decision on any **Sponsor** action as outlined in this Section, the **Sponsor** will consider all of the student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**), an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points in any of the Core Performance Areas, as well as applying any other objective, reasonable criteria in accordance with the **Sponsor's** policies in its reasonable discretion, and state and/or federal law.

Not later than January 15 in the year in which the **Sponsor** intends to terminate or non-renew this Contract, the **Sponsor** shall notify the **Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail. The **Governing Authority** may, within 14 days of receiving the notice, request in writing an informal hearing before the **Sponsor**, unless this time period is modified upon the agreement of both the **Governing Authority** and the **Sponsor**. No other appeals will be granted to the **Governing Authority** other than those provided for in Ohio law.

If the **Governing Authority** does not intend to renew this Contract with the **Sponsor**, the **Governing Authority** shall notify the **Sponsor** at least 180 days prior to the expiration date of this Contract in writing, or otherwise in compliance with Ohio law. In the event the **Governing Authority** provides notice to the **Sponsor** in accordance with this Section and Ohio law, the **Governing Authority** agrees to diligently pursue any necessary approval for changing sponsors and to apply for sponsorship with one or more eligible sponsors. The **Governing Authority** shall promptly respond to reasonable requests from the **Sponsor** regarding the status of such approval and the search for a different sponsor. By March 15 of the year this Contract expires, the **Governing Authority** shall provide the **Sponsor** with documentation showing that the **Governing Authority** has executed a charter contract with a different sponsor for a term beginning July 1 of that year, or, if it has not yet executed a charter contract, documentation which is sufficient to support the conclusion that a charter contract will be signed prior to July 1. For good cause and in the sole discretion of the **Sponsor**, the March 15 deadline can be extended until April 15. In the absence of undue hardship on students, good cause will exist under circumstances supporting that the **Governing Authority** will likely obtain a new sponsor. In the event the **Governing Authority** does not provide such documentation, the **Governing Authority** agrees to begin planning for closure and cease operations on June 30 if it does not have a signed sponsor contract to be effective July 1, and work with the **Sponsor** to ensure an orderly and timely school closure, including, but not limited to, prompt notification of parents and students.

- G. **Closing the Community School.** Regardless of the reason the **School** is closing, once it is determined the **School** will cease operations as a community school established under



Chapter 3314 of the Ohio Revised Code, the following requirements and procedures apply regarding the **Governing Authority** and the **School** (unless operations continue as a public school of an existing school district):

1. If the **School** is non-renewed or terminated under Sections 3314.07(B)(1)(a) or (b) of the Ohio Revised Code or permanently closed under 3314.35, the **School** shall permanently close at the end of the school year or applicable and lawful date. In the event the **School** permanently closes or the **Governing Authority** secures a new sponsor and for the time following expiration of this Contract, the **Sponsor**, **Governing Authority**, and **School** agree to continue to follow all reporting requirements and relinquish all necessary documents until all of their responsibilities under this Contract are completed.
2. Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the **School**, all equipment, supplies, real property, books, furniture or other assets of the **School**, including, property acquired by the operator in the manner described in Section 3314.0210 of the Ohio Revised Code, shall be distributed in accordance with Sections 3314.015(E) and 3314.074 of the Ohio Revised Code, and the **Governing Authority's** Articles of Incorporation, and Code of Regulations.
3. Upon prior written request of the **Sponsor**, the **Governing Authority**, **School**, and/or their agents will immediately provide the **Sponsor** any and all documentation and records, including, but not limited to, financial records deemed necessary within reason by the **Sponsor** to facilitate the **School's** closure. This transmittal of documentation and records to the **Sponsor** excludes all students' educational records, which should be forwarded to the individual student's school district of residence or where the student has enrolled.
4. In accordance with Section 3314.44 of the Ohio Revised Code, the **School's** leader, as Chief Administrative Officer of the **School**, shall take all reasonable steps necessary to collect and assemble the students' educational records in an orderly manner and transmit the records to the student's school district of residence within 7 business days of the **School's** closing. The fiscal officer shall deliver all financial and enrollment records to the **Sponsor** within 30 days of the **School's** closure. The **School** agrees that the fiscal services agreement will state that the fiscal officer is primarily responsible for all finance-related portions of the closing procedures if the **School** closes. Additionally, the **Governing Authority** agrees that the fiscal officer is primarily responsible for closing procedures related to the finances of the **School** and, upon the written request of the **Sponsor**, the **Governing Authority** agrees to remain in place and will use its best efforts to retain the services of a fiscal officer to complete a final audit, if the current fiscal officer is no longer available.
5. The **School** also hereby agrees that it will cooperate fully with **Sponsor** to complete the appropriate procedures and paperwork as outlined by the **Sponsor**, the Ohio Department of Education, or in statute in the event the **School** is closed. Any refusal



by the **School** to cooperate fully with **Sponsor** will be considered a material breach of this Contract.

6. In the event that this Contract is voided by operation of Section 3314.016(C) of the Ohio Revised Code or similar provision based upon sponsor rating, the parties agree that neither may seek damages as a result of the voiding of this Contract by operation of such a provision.

- H. **Dispute Resolution.** Other than a dispute falling under Section F. of this Contract, for all other disputes regarding either any term of this Contract or any community school issue, the parties shall use the following non-binding dispute resolution procedure: The parties shall make initial attempts to resolve any dispute through an agent designated by the **Sponsor** and an agent designated by the **Governing Authority**. If those parties cannot resolve the dispute, the dispute will be submitted to mediation. The parties will take efforts to agree mutually on a mediator with relevant background and experience with community schools. In the event the parties cannot agree to a mediator within 21 days of the request for mediation, the party requesting dispute resolution will request a list of 7 mediators, with experience in charter schools and/or education from the Ohio State Bar Association but not a party who has ever represented the **Sponsor** or the **Governing Authority** or who is conflicted out due to business conflict reasons. Each party, beginning with the party requesting mediation, will strike one name from the list, until one name remains, which shall be the mediator.

The mediator shall conduct proceedings as he or she deems appropriate to resolve the dispute. The parties maintain sole discretion on resolution. Pending mediation, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The fees and expenses of the mediator shall be divided equally between the parties. All other costs or fees incurred by each party will be borne by the respective party.

This Contract shall be construed in accordance with, and governed by, the laws of Ohio. The parties agree that any legal action sought by either party in state court shall be brought in Franklin County, Ohio. Any legal action sought by either party in federal court shall be brought in the United States District Court for the Southern District of Ohio, Eastern Division, in Columbus, Ohio. Furthermore, the parties agree to waive all questions of personal jurisdiction or venue so as to give full effect to this provision.

- I. **Term.** Except as otherwise stated in this Section, this Contract shall be for a term commencing on **July 1, 2023** and expiring on **June 30, 2028**. The **Sponsor** and **Governing Authority** further agree that either party may provide written notice, to be received on or before **December 20, 2025**, that this Contract shall expire on **June 30, 2026**, and is being non-renewed. The parties acknowledge that the **Sponsor** retains its rights to terminate the contract for the reasons stated in Section 3314.07 of the Ohio Revised Code and as provided in this Contract.



- J. **Management by Third Parties.** The **Governing Authority** may enter into a contract with an operator to assist with its obligations under this Contract or for any other lawful reason that does not conflict with the terms of this Contract. If the **Governing Authority** contracts with an operator, the **Governing Authority** shall immediately notify the **Sponsor**. The fully-executed management agreement between the **Governing Authority** and operator must be provided to the **Sponsor** and is attached as **ATTACHMENT 8**. Any new or renewed management agreement shall comply with the provisions set forth in this Contract and Section 3314.032 of the Ohio Revised Code. Further, the **Governing Authority** shall ensure full compliance with additional requirements placed on its relationship with an operator, including, but not limited to, Sections 3314.02(E), 3314.0210, 3314.024, and 3314.036 of the Ohio Revised Code. Any changes to the management agreement shall be provided to the **Sponsor** within 10 business days, after which the **Sponsor** may notify the **Governing Authority** if it believes that any provisions do not comply with this Contract and the applicable law. The **Governing Authority** must hold all rights to the name or a license to use the name of the **School**.
- K. **Organizational Structure.** The organizational structure and management / administration, employee, **Governing Authority** relationships must be accurately reflected in an organizational chart and attached as **ATTACHMENT 9**. Written summaries which describe working relationships of each entity if not in the contract itself must also be included. Any material modifications to the chart, relationships, descriptions, and/or positions must be submitted in written form to the **Sponsor** within 10 business days.
- L. **Headings and Attachments.** Headings are for the convenience of the parties only. Headings have no substantive meaning. All **ATTACHMENTS 1-9** of this Contract are attached hereto and incorporated by reference into this Contract.
- M. **Assignments and Modifications.** Subject to Section J. above, this Contract and its terms shall not be assigned or delegated without the written approval of the other party which shall not be unreasonably withheld. No modifications to this Contract shall be valid and binding unless signed by both the **Sponsor** and the **Governing Authority**. Notwithstanding the preceding sentence, modifications to and substitutions of any attachment hereto may be done in accordance with applicable laws and the regulations of each party.
- N. **Notification Procedures.** Any notice to one party by the other shall be satisfied upon receipt, and delivered by personal delivery or by certified mail, return receipt requested, as well as electronic mail service. As for delivery via electronic mail, burden of proving receipt, if necessary, lies with the sending party.

Notice to the **Governing Authority** shall be sent to the Chair or President at the most current address with copies to the address in **ATTACHMENT 2** and to legal counsel as identified in **ATTACHMENT 3**. Additions, changes and/or modifications to the Notification Procedures for the **Governing Authority** may only be made at the express written request of the **Governing Authority** Chair or President.



Notice to the **Sponsor** shall be sent to the **Sponsor's** Executive Director with a copy to the **Sponsor's** Legal Counsel. At the inception of this Contract, notice shall be sent to the following persons and addresses:

**Sponsor:**

Lenny Schafer, M.Ed.  
Ohio Council of Community Schools  
3131 Executive Parkway, Suite 306  
Toledo, OH 43606  
lenny@ohioschools.org


**With a copy to:**

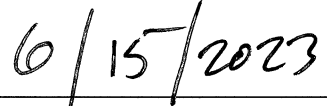
David Moser  
Fishel Downey Albrecht & Riepenhoff, LLP  
7775 Walton Parkway, Suite 200  
New Albany, OH 43054  
dmoser@fisheldowney.com

Additions, changes and/or modifications to the Notification Procedures for the **Sponsor** will be made in writing to the **Governing Authority** pursuant to the notification procedures outlined herein.

- O. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision, or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.
- P. **Counterparts.** This Contract may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

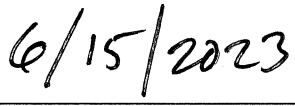
**OHIO COUNCIL OF COMMUNITY SCHOOLS**

By:   
Pamela Haynam, Chairman

  
Date

**RIVERSIDE ACADEMY**

By:   
Ennis Tan, Chairman

  
Date





DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
06/04/2019	201915403196	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00	0.00	0.00	0.00

**Receipt**

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

NICOLA GUDBRANSON & COOPER LLC  
BENJAMIN J. COOPER, ESQ.  
25 WEST PROSPECT AVENUE, SUITE 1400  
CLEVELAND, OH 44115

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Frank LaRose**  
**1053592**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**RIVERSIDE COMMUNITY SCHOOL, INC.**

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

Document(s)

**NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE**

**Effective Date: 06/03/2019**

Document No(s):

**201915403196**



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

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
4th day of June, A.D. 2019.

**Ohio Secretary of State**



Form 522 Prescribed by:

**OFFICE OF THE**  
Ohio Secretary of State

Toll Free: (877) SOS-FILE (877-767-3453)

Central Ohio: (614) 466-3910

[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov)[Busseerv@OhioSecretaryofState.gov](mailto:Busseerv@OhioSecretaryofState.gov)File online or for more information: [www.OHBusinessCentral.com](http://www.OHBusinessCentral.com)

Mail this form to one of the following:

Regular Filing (non expedite)  
P.O. Box 788  
Columbus, OH 43216Expedite Filing (Two business day processing time.  
Requires an additional \$100.00)P.O. Box 1390  
Columbus, OH 43216

For screen readers, follow instructions located at this path.

**Statement of Continued Existence****Filing Fee: \$25****Form Must Be Typed****CHECK ONLY ONE (1) Box**(1) ☒ Statement of Continued Existence (163-CCE)  
(Domestic Nonprofit Corporation)(2) ☐ Verification of Foreign Nonprofit (173-FCE)  
(Foreign Nonprofit Corporation)**By submitting this form the corporation is verifying with the secretary of state's office that it is still actively engaged in exercising its corporate privileges**Name of Corporation Riverside Community School, Inc.Charter or License Number 1053592**Complete the information in this section if box (1) is checked**Location of Principal Office Cincinnati

City

Hamilton

County

Date of Incorporation 01/13/1999

Date

**Complete the information in this section if box (2) is checked**Date of Qualification in Ohio 

Date

Jurisdiction of Formation 

Jurisdiction

Location of Office NOT in Ohio 

Mailing Address

  
City  
State  
Zip CodeLocation of Office IN Ohio 

Mailing Address

  
CityOhio

State

  
Zip Code

2019 JUN -3 PM 2:00



**All Corporations must complete this section****Current Statutory Agent's Name and Address**

Arthur L. Clements, III

Name of Agent

25 W. Prospect Avenue, Suite 1400

Mailing Address

Cleveland

City

Ohio

State

44115

Zip Code

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

**Required**

The statement must be signed by a director, officer, or three members in good standing.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

  
Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name





DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/08/2014	201418901343	CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00	0.00	0.00	0.00	0.00

**Receipt**

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

NICOLA GUDBRANSON & COOPER LLC  
BECKY SCHEIMAN  
25 W. PROSPECT AVE., STE. 1400  
CLEVELAND, OH 44115

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted**

**1053592**

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

**RIVERSIDE COMMUNITY SCHOOL, INC.**

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

Document(s)

**CERTIFICATE OF CONTINUED EXISTENCE**

Effective Date: 07/07/2014

Document No(s):

**201418901343**



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

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
8th day of July, A.D. 2014.

**Ohio Secretary of State**





Form 522 Prescribed by:

**JON HUSTED**  
**Ohio Secretary of State**

 Central Ohio: (614) 466-3910  
 Toll Free: (877) SOS-FILE (767-3453)  
[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov)  
[Busserv@OhioSecretaryofState.gov](mailto:Busserv@OhioSecretaryofState.gov)

Mail this form to one of the following:

 Regular Filing (non expedite)  
 P.O. Box 788  
 Columbus, OH 43216

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

## Statement of Continued Existence

### Filing Fee: \$25

CHECK ONLY ONE (1) Box

 (1) ☒ Statement of Continued Existence (163-CCE)  
 (Domestic Nonprofit Corporation)

 (2) ☐ Verification of Foreign Nonprofit (173-FCE)  
 (Foreign Nonprofit Corporation)

By submitting this form the corporation is verifying with the secretary of state's office that it is still actively engaged in exercising its corporate privileges

 Name of Corporation Riverside Community School, Inc.

 Charter or License Number 1053592
**RECEIVED**

JUL 07 2014

**SECRETARY OF STATE**

Complete the information in this section if box (1) is checked

 Location of Principal Office Cincinnati

City

Hamilton

County

 Date of Incorporation 1/13/1999

Date

Complete the information in this section if box (2) is checked

Date of Qualification in Ohio

Date

Jurisdiction of Formation

Jurisdiction

Location of Office NOT in Ohio

Mailing Address

City

State

Zip Code

Location of Office IN Ohio

Mailing Address

City

Ohio

State

Zip Code



**All Corporations must complete this section****Current Statutory Agent's Name and Address**

Arthur L. Clements, III

Name of Agent

25 W. Prospect Avenue, Suite 1400

Mailing Address

Cleveland

City

Ohio

State

44115

Zip Code

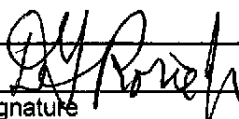
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**Required**

The statement must be signed by a director, officer, or three members in good standing.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

  
SignaturePresident D. E. RORIE, JR.  
By (if applicable)Durk Rorie  
Print Name  
Signature  
By (if applicable)  
Print Name  
Signature  
By (if applicable)  
Print Name





DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/29/2009	200921000382	CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00	.00	.00	.00	.00

**Receipt**

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

NICOLA, GUDBRANSON & COOPER LLC  
ATTN: BECKY M. SCHEIMAN  
25 W. PROSPECT AVE., SUITE 1400  
CLEVELAND, OH 44115

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jennifer Brunner****1053592**

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

**RIVERSIDE COMMUNITY SCHOOL, INC.**

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

Document(s)

**CERTIFICATE OF CONTINUED EXISTENCE**

Document No(s):

**200921000382**

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

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 22nd day of July, A.D.  
2009.

Ohio Secretary of State





Ohio Secretary of State  
 Central Ohio: (614) 466-3910  
 Toll Fre: 1-877-SOS-FILE (1-877-767-3453)

## STATEMENT OF CONTINUED EXISTENCE OF CORPORATION - NOT FOR PROFIT

The undersigned, a trustee, officer, or three members in good standing of the corporation named below, hereby verifies/verify that the corporation is still actively engaged in exercising its corporate privileges, and that:

1. The Charter Number is: **1053592**
2. The exact corporate name is:  
**RIVERSIDE COMMUNITY SCHOOL, INC.**
3. The city, village or township in which its principal office is located is:  
**CINCINNAI**
4. The county in which its principal office is located is: **HAMILTON**
5. The date of its incorporation is: **January 13,1999**
6. The name of the current statutory agent is:

Arthur L. Clements, III

7. The complete address of the current statutory agent is:

Republic Building, Suite 1400

25 W. Prospect Avenue  
Cleveland, OH 44115

(P. O. Box addresses are not acceptable)

This document is signed by a trustee, corporate officer, or three members in good standing.

By: Arthur L. Clements, III Pres of Board of Directors

Note: If a new agent has been appointed on line 6 above, that agent must acknowledge his/her acceptance of such appointment below.

## ACCEPTANCE OF APPOINTMENT

The undersigned, \_\_\_\_\_, named herein as the statutory agent for the corporation in line 2 of this statement, hereby acknowledges and accepts the appointment of statutory agent.

\_\_\_\_\_  
 Signature of Statutory Agent

RECEIVED  
 2009 JUL 22 PM 4:10  
 SECRETARY OF STATE  
 CLEVELAND REGIONAL OFF.



ARTICLES OF INCORPORATION  
OF  
RIVERSIDE COMMUNITY SCHOOL, INC.

The undersigned, desiring to form a nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code, does hereby certify as follows:

FIRST. The name of the corporation shall be Riverside Community School, Inc. (the "Corporation").

SECOND. The place in Ohio where the principal office of the Corporation is to be located is Cincinnati, Hamilton County.

THIRD. The Corporation is organized exclusively for educational purposes, as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States Internal Revenue law (the "Code"). The specific purpose for which the Corporation is formed is to operate a community school and to conduct any activities consistent with such purposes, the nonprofit corporation laws of the State of Ohio and Section 501(c)(3) of the Code including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code.

FOURTH. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its trustees, officers, or any other private individual or entity,

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JAN 13 1999

SECRETARY OF STATE



except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, except as provided in Section 501(h) of the Code. The Corporation shall not participate in, nor intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.

FIFTH. Upon the dissolution of the Corporation, the Board of Trustees shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, as the Board of Trustees shall



determine, which are organized and operated exclusively for such purposes.

SIXTH. The names and addresses of the Initial Trustees of the Corporation who are to serve until the first annual meeting or other meeting called to elect a Board of Trustees are as follows:

Philip M. Heimlich  
6680 Lyceum Court  
Cincinnati, Ohio 45230

Richard A. Weiland  
1055 St. Paul Place  
Cincinnati, Ohio 45202

Pat Campbell  
5047 Hillside Avenue  
Cincinnati, Ohio 45233

IN WITNESS WHEREOF, I have signed these Articles this  
7 day of January, 1999.

INCORPORATOR

  
\_\_\_\_\_  
Philip M. Heimlich

H:\RCC\DOCUMENTS\RIVERSID.ART





Prescribed by  
BOB TAFT, Secretary of State  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43266-0418

## ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of \_\_\_\_\_

Riverside Community School, Inc., hereby appoint  
(name of corporation)

Philip M. Heimlich to be statutory agent upon whom any  
(name of agent)

process, notice or demand required or permitted by statute to be served upon the corporation  
may be served. The complete address of the agent is:

6680 Lyceum Court

(street address)

Cincinnati

(city)

Ohio 45230

(zip code)

NOTE: P.O. Box addresses are not acceptable.

Philip M. Heimlich (Incorporator)

(Incorporator)

(Incorporator)

### ACCEPTANCE OF APPOINTMENT

The undersigned, Philip M. Heimlich, named herein as the statutory agent for  
Riverside Community School, Inc., hereby acknowledges and accepts the  
(name of corporation)

appointment of statutory agent for said corporation.

Philip M. Heimlich Statutory Agent

### INSTRUCTIONS

- 1) Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent R.C. 1701.07(B), 1702.06(B).
- 2) The statutory agent for a corporation may be (a) a natural person who is resident of Ohio, or (b) an Ohio corporation or a foreign profit corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent R.C. 1701.07(A), 1702.06(A).
- 3) An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation. R.C. 1701.07(B), 1702.06(B). These signatures must be the same as the signatures on the articles of incorporation.



☐ UNIFORM COMMERCIAL  
CODE FILING

☒ CORPORATIONS FILING *1/13/99*

CORPORATIONS ONLY

☒ EXPEDITE  
SERVICE

☒ PICK-UP

☐ MAIL

CORRESPONDENCE

PLEASE RETURN THE ATTACHED DOCUMENTS TO:

Taft, Stettinius & Hollister, LLP

NAME OF YOUR FIRM OR COMPANY

Angela S. Corwin

ATTENTION

21 E. State Street, Columbus, Ohio 43215

STREET, CITY, STATE, ZIP CODE

(614) 221-2838

TELEPHONE NUMBER

UCC ONLY

☐ MAIL

☐ PICK-UP

IF NOT CHECKED, IT WILL BE MAILED.



	DATE	DOCUMENT NO	DESCRIPTION		FILING	EXPED	PENALTY	CERT	COPY
1.	1/14/1999	199901301136	ARN DOMESTIC ARTICLES/NON-PROFIT		25.00	10.00	0.00	0.00	0.00
				TOTAL	25.00	10.00	0.00	0.00	0.00

Return To:  
TAFT,STETTINIUS & HOLLISTER  
ATTN A S CORWIN  
21 E STATE ST  
COLUMBUS, OH 43215-0000

-----cut along the dotted line-----



*The State of Ohio*  
Certificate

*Secretary of State - J. Kenneth Blackwell*

**1053592**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for RIVERSIDE  
COMMUNITY SCHOOL, INC. and that said business records show the filing and recording of:*

Document(s)  
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):  
199901301136

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

Witness my hand and the seal of the Secretary  
of State at Columbus, Ohio, This 13th day of  
January, A.D. 1999



*J. Kenneth Blackwell*  
J. Kenneth Blackwell  
Secretary of State



08/10/99 TUE 10:27 FAX 513 381 0205

TS&amp;H CINCINNATI

002

Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this form

☐ Yes**REPORT OF USE OF FICTITIOUS NAME**

1. The exact fictitious name being reported is: Riverside Academy

(SEE INSTRUCTIONS # 1)

Please note that the filing of a fictitious name report is NOT an AUTHORIZATION from the Secretary of State's Office to use the name. Filing such a report will not protect the user from any lawful claims of persons/entities having superior rights in the same or a similar name.

2. The applicant is: (check appropriate box)

- ☐ an individual  
☐ a General Partnership  
☐ a Limited Partnership; County in OHIO where certificate or application of limited partnership is filed is \_\_\_\_\_  
☐ an Ohio Limited Liability Company, registration no. \_\_\_\_\_

- ☒ an Ohio corporation, charter no. 1053592  
☐ a foreign corporation incorporated in the state of \_\_\_\_\_ holding Ohio license no. \_\_\_\_\_  
☐ an unincorporated association  
☐ a foreign limited liability company organized in the state of \_\_\_\_\_ holding Ohio license no. \_\_\_\_\_

3. The name of the applicant designated in item 2 is Riverside Community School, Inc.

NOTE: When the applicant is a partnership, the name of the partnership must appear on this line.

4. The business address of the user is:

6680 Lyceum Ct.

(street address)

Cincinnati

(city, township, or village)

Hamilton

(county)

OH

(state)

45230-4523

(zip code)

NOTE: P.O. Box addresses are not acceptable.

5. Complete only if applicant is a partnership:  
**NAMES OF ALL GENERAL PARTNERS**

**COMPLETE RESIDENCE ADDRESSES (including zip code)**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. The nature of business conducted by the user under the fictitious name is  
Education

This document is signed by the user or an Authorized Representative of the user.

RECEIVED

AUG 10 1999

J. KENNETH BLACKWELL  
 SECRETARY OF STATE

Signed

Philip M. Heimlich  
 Name: Philip M. Heimlich



☐

UNIFORM COMMERCIAL  
CODE FILING

☒

CORPORATIONS FILING

CORPORATIONS ONLY	
<input checked="" type="checkbox"/>	EXPEDITE SERVICE

## CORRESPONDENCE

**PLEASE RETURN THE ATTACHED DOCUMENTS TO:**

Taft, Stettinius & Hollister LLP

**NAME OF YOUR FIRM OR COMPANY:**

Angela S. Corwin, Paralegal

**ATTN:**

21 E. State Street, 12th Floor

**STREET ADDRESS**

Columbus,

Ohio

43215

**CITY**

**STATE**

**ZIP CODE**

(614) 221-2838

**TELEPHONE NUMBER**

UCC ONLY	
<input type="checkbox"/>	MAIL
<input type="checkbox"/>	PICK UP
IF NOT CHECKED, IT WILL BE MAILED.	



	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	8/20/1999	199922300128	NFO FICTITIOUS NAME/ORIGINAL FILING	10.00	10.00	0.00	0.00	0.00
TOTAL				10.00	10.00	0.00	0.00	0.00

**Return To:**

TAFT, STETTINIUS & HOLLISTER LLP  
ATTN ANGELA S. CORWIN  
21 E. STATE ST. 12TH FLR.  
COLUMBUS, OH 43215-0000

-----cut along the dotted line-----



*The State of Ohio*  
❖ *Certificate* ❖

*Secretary of State - J. Kenneth Blackwell*

**1093149**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for RIVERSIDE ACADEMY  
and that said business records show the filing and recording of:*

Document(s)  
FICTITIOUS NAME/ORIGINAL FILING

*Expiration Date: 8/10/04*

Document No(s):  
199922300128

Applicant:  
RIVERSIDE COMMUNITY SCHOOL, INC.  
6680 LYCEUM CT.  
CINCINNATI, OH 45230-4523

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



Witness my hand and the seal of the Secretary  
of State at Columbus, Ohio, This 10th day of  
August, A.D. 1999

*J. Kenneth Blackwell*  
J. Kenneth Blackwell  
Secretary of State



003

08/10/99 TUE 10:27 FAX 513 381 0205

TS&amp;H CINCINNATI

Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please

call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this form

☐ Yes**REPORT OF USE OF FICTITIOUS NAME**

1. The exact fictitious name being reported is: 3320 River Road Community School, Inc.

(SEE INSTRUCTIONS # 1)

Please note that the filing of a fictitious name report is NOT an AUTHORIZATION from the Secretary of State's Office to use the name. Filing such a report will not protect the user from any lawful claims of persons/entities having superior rights in the same or a similar name.

2. The applicant is: (check appropriate box)

☐ an individual☐ a General Partnership

☐ a Limited Partnership; County in OHIO where certificate or application of limited partnership is filed is \_\_\_\_\_

☐ an Ohio Limited Liability Company, registration no. \_\_\_\_\_

☒ an Ohio corporation, charter no. 1053592

☐ a foreign corporation incorporated in the state of \_\_\_\_\_ holding Ohio license no. \_\_\_\_\_

☐ an unincorporated association

☐ a foreign limited liability company organized in the state of \_\_\_\_\_ holding Ohio license no. \_\_\_\_\_

3. The name of the applicant designated in item 2 is Riverside Community School, Inc.

NOTE: When the applicant is a partnership, the name of the partnership must appear on this line.

4. The business address of the user is:

6680 Lyceum Ct.

(street address)

Cincinnati

(city, township, or village)

Hamilton

(county)

OH

(state)

45230-4523

(zip code)

NOTE: P.O. Box addresses are not acceptable.

5. Complete only if applicant is a partnership:  
NAMES OF ALL GENERAL PARTNERS

COMPLETE RESIDENCE ADDRESSES (including zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. The nature of business conducted by the user under the fictitious name is  
Education

This document is signed by the user or an Authorized Representative of the user.

Signed

Name: Philip M. Heimlich

RECEIVED

AUG 11 1999

J. KENNETH BLACKWELL  
SECRETARY OF STATE

169-NFO

Page 1 of 1

Version: May 1, 1999



☐

UNIFORM COMMERCIAL  
CODE FILING

☒

CORPORATIONS FILING

CORPORATIONS ONLY	
<input checked="" type="checkbox"/>	EXPEDITE SERVICE

**CORRESPONDENCE**

PLEASE RETURN THE ATTACHED DOCUMENTS TO:

TAFT, STETTINIUS & HOLLISTER LLP

**NAME OF YOUR FIRM OR COMPANY:**

Angela S. Corwin, Paralegal

**ATTN:**

**RECEIVED**

**AUG 11 1999**

**J. KENNETH BLACKWELL  
SECRETARY OF STATE**

21 E. State Street, 12th Floor

**STREET ADDRESS**

Columbus,

Ohio

43215

**CITY**

**STATE**

**ZIP CODE**

(614) 221-2838

**TELEPHONE NUMBER**

**UCC ONLY**

☐

MAIL

☐

PICK UP

*IF NOT CHECKED, IT WILL BE MAILED.*



	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	8/17/1999	199922300201	NFO FICTITIOUS NAME/ORIGINAL FILING	10.00	10.00	0.00	0.00	0.00
			<b>TOTAL</b>	10.00	10.00	0.00	0.00	0.00

**Return To:**

TAFT, STETTINIUS & HOLLISTER LLP  
ATTN ANGELA S CORWIN  
21 E STATE ST 12TH FL  
COLUMBUS, OH 43215-0000

-----cut along the dotted line-----



*The State of Ohio*  
Certificate

*Secretary of State - J. Kenneth Blackwell*

**1092677**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for 3320 RIVER ROAD  
COMMUNITY SCHOOL, INC. and that said business records show the filing and recording of:*

Document(s)  
FICTITIOUS NAME/ORIGINAL FILING

*Expiration Date: 8/11/04*

Document No(s):  
199922300201

Applicant:  
RIVERSIDE COMMUNITY SCHOOL, INC.  
6680 LYCEUM CT  
CINCINNATI, OH 45230-4523

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



Witness my hand and the seal of the Secretary  
of State at Columbus, Ohio, This 11th day of  
August, A.D. 1999

*J. Kenneth Blackwell*  
J. Kenneth Blackwell  
Secretary of State



08/10/99 TUE 10:28 FAX 513 381 0205

TS&amp;H CINCINNATI

004

Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please

call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this form

☐ Yes**REPORT OF USE OF FICTITIOUS NAME**

1. The exact fictitious name being reported is: HOPE Riverside Academy

(SEE INSTRUCTIONS # 1)

Please note that the filing of a fictitious name report is NOT an AUTHORIZATION from the Secretary of State's Office to use the name. Filing such a report will not protect the user from any lawful claims of persons/entities having superior rights in the same or a similar name.

2. The applicant is: (check appropriate box)

☐ an individual☐ a General Partnership

☐ a Limited Partnership; County in OHIO where certificate or application of limited partnership is filed is \_\_\_\_\_

☐ an Ohio Limited Liability Company, registration no. \_\_\_\_\_

☒ an Ohio corporation, charter no. 1053592

☐ a foreign corporation incorporated in the state of \_\_\_\_\_ holding Ohio license no. \_\_\_\_\_

☐ an unincorporated association

☐ a foreign limited liability company organized in the state of \_\_\_\_\_ holding Ohio license no. \_\_\_\_\_

3. The name of the applicant designated in item 2 is Riverside Community School, Inc.

NOTE: When the applicant is a partnership, the name of the partnership must appear on this line.

4. The business address of the user is:

6680 Lyceum Ct.

(street address)

Cincinnati

(city, township, or village)

Hamilton

(county)

OH

(state)

45230-4523

(zip code)

NOTE: P.O. Box addresses are not acceptable.

5. Complete only if applicant is a partnership:

NAMES OF ALL GENERAL PARTNERS

COMPLETE RESIDENCE ADDRESSES (including zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. The nature of business conducted by the user under the fictitious name is

Education

This document is signed by the user or an Authorized Representative of the user.

Signed

Name: Philip M. Heimlich

RECEIVED

AUG 11 1999

169-NE KENNETH BLACKWELL  
SECRETARY OF STATE



☐ UNIFORM COMMERCIAL  
CODE FILING

☒ CORPORATIONS FILING

CORPORATIONS ONLY	
<input checked="" type="checkbox"/>	EXPEDITE SERVICE

## CORRESPONDENCE

PLEASE RETURN THE ATTACHED DOCUMENTS TO:

TAFT, STETTINIUS & HOLLISTER LLP

NAME OF YOUR FIRM OR COMPANY:

Angela S. Corwin, Paralegal

ATTN:

21 E. State Street, 12th Floor

STREET ADDRESS

Columbus,

Ohio

43215

CITY

STATE

ZIP CODE

(614) 221-2838

TELEPHONE NUMBER

### UCC ONLY

☐ MAIL

☐ PICK UP

IF NOT CHECKED, IT WILL BE MAILED.

RECEIVED

AUG 11 1999

J. KENNETH BLACKWELL  
SECRETARY OF STATE



	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	8/17/1999	199922300199	NFO FICTITIOUS NAME/ORIGINAL FILING	10.00	10.00	0.00	0.00	0.00
<b>TOTAL</b>				10.00	10.00	0.00	0.00	0.00

**Return To:**

TAFT, STETTINIUS & HOLLISTER LLP  
ATTN ANGELA S CORWIN  
21 E STATE ST 12TH FL  
COLUMBUS, OH 43215-0000

-----cut along the dotted line-----



*The State of Ohio*  
Certificate

*Secretary of State - J. Kenneth Blackwell*

**1092676**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for HOPE RIVERSIDE ACADEMY and that said business records show the filing and recording of:*

Document(s)  
FICTITIOUS NAME/ORIGINAL FILING

*Expiration Date: 8/11/04*

Document No(s):  
199922300199

Applicant:  
RIVERSIDE COMMUNITY SCHOOL, INC.  
6680 LYCEUM CT  
CINCINNATI, OH 45230-4523

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



Witness my hand and the seal of the Secretary  
of State at Columbus, Ohio, This 11th day of  
August, A.D. 1999

*J. Kenneth Blackwell*  
J. Kenneth Blackwell  
Secretary of State





DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/01/2004	200427501440	BULK AGENT CHANGE (BAP)	90.00	.00	.00	.00	.00

**Receipt**

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

NICOLA, GUDBRANSON & COOPER LLC  
REPUBLIC BUILDING, STE 1400  
25 W. PROSPECT AVE.  
CLEVELAND, OH 44115

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, J. Kenneth Blackwell**

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

**ARTHUR L. CLEMENTS, III**

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

Document(s)

**BULK AGENT CHANGE**

Document No(s):

**200427501440**



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

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 27th day of September,  
A.D. 2004.

*J. Kenneth Blackwell*  
Ohio Secretary of State





Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State  
Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Mail Form to:

Ohio Secretary of State  
180 E. Broad St, 16th Floor  
Attn: Multiple Agent Change  
Columbus, OH 43215

[www.state.oh.us/sos](http://www.state.oh.us/sos)

e-mail: [busserv@sos.state.oh.us](mailto:busserv@sos.state.oh.us)

## MULTIPLE AGENT NAME AND ADDRESS CHANGE

(For Domestic or Foreign, Profit or Non-Profit)

(1) ☐ Request to standardize address for  
Statutory Agent on record.

Filing Fee \$125.00

(2) ☒ Change Agent name or address for entities  
listing the agent indicated below as current  
Statutory Agent.

Filing Fee \$125.00 plus \$3.00/change

Complete the information in this section for the box checked above

Current Agent Name: Arthur L. Clements, III

Current Agent Address: 1265 W. 6th Street, 4th Floor

Cleveland

(City)

Ohio

(State)

44113

(Zip Code)

Complete the information in this section if Box (1) is checked

I hereby request the Secretary of State to standardize the name and address for the Statutory Agent indicated above as shown. I acknowledge that entities containing an agent address that are not a variation of the above address will not be changed. I also hereby request that the Secretary of State use the above address for future filings that name the above corporation or person as agent. I agree to use the assigned number issued by the Secretary of State to assist in the standardization process. **Please note: Only active entities can have their agent information updated.**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)



**Complete the information in this section if Box (2) is checked**

Please note that the Name of Agent can only be changed if: The person who is agent has legally changed their name; if the Agent is a corporation whose name has changed through an amendment or a merger, in which they are the survivor and on record with the Secretary of State's office. Only active entities can have their agent information changed.

New Agent Name

(If Applicable)

New Agent Address:

Republic Building, Suite 140025 West Prospect Ave.Cleveland

(City)

Ohio

(State)

44115

(Zip Code)

☐ I wish to have the Secretary of State produce a listing of all entities for which the name and address given under Current information above is listed as the Statutory Agent.

☒ I wish to have the Secretary of State produce a listing of all entities for the agent named above, regardless of the agent address currently listed.

I hereby agree to pay the \$125.00 fee for the listing the Secretary of State will produce as indicated above. I will then review the list, indicate which entities to have the Agent Address information changed and which entities not to change. I will return said listing with a filing fee equal to \$3.00 for every entity address to be changed.

I agree to use the assigned number issued by the Secretary of State to assist in the standardization process.

Arthur L. Clements III  
(Authorized Signature)

Arthur L. Clements III  
(Print Name)

8/10/04  
(Date)





DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/11/2002	200201002528	DOMESTIC AGENT SUBSEQUENT APPOINTMENT (AGS)	25.00	.00	.00	.00	.00

**Receipt**

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

NISCHWITZ, PEMBRIDGE & CHRISZT CO., L.P.A.  
CORT SHOE BUILDING, 4TH FLOOR  
1265 WEST 6TH STREET  
CLEVELAND, OH 44113

**STATE OF OHIO****Ohio Secretary of State, J. Kenneth Blackwell****1053592**

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

**RIVERSIDE COMMUNITY SCHOOL, INC.**

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

Document(s)

**DOMESTIC AGENT SUBSEQUENT APPOINTMENT**

Document No(s):

**200201002528**

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

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 10th day of January, A.D.  
2002.

*J. Kenneth Blackwell*  
Ohio Secretary of State





Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Filing Reference Guide** ( using the 3 digit form # located at the bottom of this form). To obtain the Filing Reference Guide or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite is an additional fee  
of \$100.00

2007 JAN 10 PM 12:12 Expedite

## SUBSEQUENT APPOINTMENT OF AGENT

Riverside Community School, Inc.

(Name of Corporation)

1053592

(Charter Number)

hereby appoints

Arthur L. Clements, III

(name of agent)

1265 W. 6th Street, 4th Floor

(street and number)

Cleveland

(city, village or township)

, Ohio 44113

(zip code)

NOTE: P.O. Box addresses are not acceptable.

to succeed

Durwood G. Rorie

(Name of Former Agent)

as agent upon whom any process,

notice or demand required or permitted by statute to be served upon the corporation may be served.

This line is to be signed by a corporate officer.

Signature:

Title:

### Acceptance of Appointment

The undersigned,

Arthur L. Clements, III

Riverside Community School, Inc.

(Name of Corporation)

named herein as the statutory agent for

hereby acknowledges and accepts the

appointment of statutory agent for said corporation.

(Statutory Agent)





Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please

call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

## SUBSEQUENT APPOINTMENT OF AGENT

Riverside Community School, Inc. hereby appoint  
(Name of Corporation)

Durwood G. Rorie 7915 Loneoak Ct.  
(name of agent) (street and number)  
Indian Hill, Ohio 45243  
(city, village or township) (zip code)

**NOTE:** P.O. Box addresses are not acceptable.

to succeed Philip M. Heimlich as agent upon whom any process,  
(Name of Former Agent)  
notice or demand required or permitted by statute to be served upon the corporation may be served.

This line is to be signed by a corporate officer.

Signature: Durwood G. Rorie

Title: Pres.

### Acceptance of Appointment

The undersigned, Durwood G. Rorie named herein as the statutory agent for  
Riverside Community School, Inc. hereby acknowledges and accepts the  
(Name of Corporation)  
appointment of statutory agent for said corporation.

Durwood G. Rorie  
(Statutory Agent)



**TAFT, STETTINIUS & HOLLISTER LLP**

1800 FIRSTAR TOWER

425 WALNUT STREET

CINCINNATI, OHIO 45202-3957

513-381-2838

FAX: 513-381-0205

[www.taftlaw.com](http://www.taftlaw.com)

COLUMBUS, OHIO OFFICE  
TWELFTH FLOOR  
21 EAST STATE STREET  
COLUMBUS, OHIO 43215-4221  
614-221-2838  
FAX: 614-221-2007

NORTHERN KENTUCKY OFFICE  
SUITE 340  
1717 DIXIE HIGHWAY  
COVINGTON, KENTUCKY 41011-4704  
859-331-2838  
513-381-2838  
FAX: 513-381-6613

CLEVELAND, OHIO OFFICE  
SIXTH FLOOR  
BOND COURT BUILDING  
1300 EAST NINTH STREET  
CLEVELAND, OHIO 44114-1503  
216-241-2838  
FAX: 216-241-2837

DIRECT LINE: (513) 357-9673  
E-MAIL: [schwarz@taftlaw.com](mailto:schwarz@taftlaw.com)

June 13, 2000

**VIA REGULAR MAIL**

Secretary of State  
P.O. Box 788  
Columbus, Ohio 43216

Re: Corporate Document

Dear Secretary:

Please file the attached Subsequent Appointment of Agent. If you have any questions, please let me know.

Sincerely,



Douglas A. Schwarz

CC: Mr. Ronald C. Christian (w/o enclosure)

h:\rcs613.ltr



	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	6/23/2000	200017200874	AGS DOMESTIC AGENT SUBSEQUENT APPOINTMENT	3.00	0.00	0.00	0.00	0.00
			<b>TOTAL</b>	3.00	0.00	0.00	0.00	0.00

**Return To:**  
**TAFT,STETTINIUS & HOLLISTER**  
**ATTN D A SCHWARZ**  
**425 WALNUT ST**  
**CINCINNATI, OH 45202-3957**

-----cut along the dotted line-----



*The State of Ohio*  
Certificate

*Secretary of State - J. Kenneth Blackwell*

**1053592**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for RIVERSIDE  
COMMUNITY SCHOOL, INC. and that said business records show the filing and recording of:*

Document(s)  
DOMESTIC AGENT SUBSEQUENT APPOINTMENT

Document No(s):  
200017200874

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



Witness my hand and the seal of the Secretary  
of State at Columbus, Ohio, This 16th day of  
June, A.D. 2000

*J. Kenneth Blackwell*  
J. Kenneth Blackwell  
Secretary of State



# **THIRD AMENDED AND RESTATED**

## **CODE OF REGULATIONS**

### **OF**

## **RIVERSIDE COMMUNITY SCHOOL, INC.**

### **ARTICLE I: GENERAL**

#### **Section 1. Name.**

The name of this Ohio nonprofit corporation shall be Riverside Community School, Inc. (the "Corporation").

#### **Section 2. Operation, Objectives, and Guiding Principles.**

Subject to all of the terms and conditions set forth in the Corporation's Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated, exclusively for educational purposes within the meaning of §§ 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (the "Code") and as a public benefit corporation defined in § 1702.01(P) of the Ohio Revised Code (ORC) as follows:

a) In furtherance of its educational purposes, the Corporation shall engage in lawful activities that directly or indirectly further this purpose.

b) Notwithstanding any other provision of this Code of Regulations:

(1) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these Articles; and

(2) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and

(3) The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and

(4) No loans shall be made by the Corporation to its directors or officers.



### **Section 3. Location.**

The Corporation's headquarters shall be located and maintained in Hamilton County, Ohio.

### **Section 4. Property.**

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire and manage real and personal property in furtherance of its purposes.

## **ARTICLE II: BOARD OF DIRECTORS**

### **Section 1. Management.**

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Board of Directors shall consist of at least five (5) Directors, plus ex officio Directors, if any. Upon the recommendation of the Board of Directors, this Code of Regulations may be amended to alter the size or composition of the Board of Directors.

### **Section 2. Authority.**

Except where the Ohio Revised Code, the Corporation's Articles of Incorporation or this Code of Regulations otherwise provide, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Except as otherwise prohibited by law, any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

### **Section 3. Election of and Term of Office of Directors; Staggered Terms.**

(a) As their terms expire, Directors shall be selected at the annual meeting of the Board of Directors by the vote of a majority of the then-serving Directors, provided that a quorum of the Board of Directors is present. Unless a Director is elected pursuant to Article II, Section 5, each Director shall hold office for three (3) years from the date of his or her selection as Director or until his or her earlier resignation, removal from office, or death. If for any reason the Board of Directors fails to take action at any annual meeting to select Directors, the Directors then serving shall continue to serve until their successors are selected or until their earlier resignation, removal from office, or death.

(b) Any Director may, by written notice to the President of the Board of Directors, resign at any time. Any Director may be removed by a majority vote of all of the remaining members of the Board of Directors without cause at any time.

(c) A Director (other than an ex officio Director) who fails to attend four (4) consecutive meetings of the Board of Directors shall be automatically removed from the Board of Directors and relieved of all duties as a Director unless a majority of the



remaining Directors vote to allow such Director to continue to serve on the Board of Directors.

#### **Section 4. Qualifications**

At least two (2) of the current Directors must have significant ties to the Cincinnati community. The remaining Directors shall demonstrate an interest in the area of education.

#### **Section 5. Honorary Directors.**

Any individual, whether a former Director or not (such as an advisor, or someone who has provided service to the Corporation over a period of time), may be honored with the title Honorary Director at the discretion of the Board, by a majority vote of the entire Board. Honorary Directors are not voting members of the Board and are permitted but not required to attend meetings. The Board of Directors may remove an Honorary Director at any time, with or without cause, by a majority vote of the entire Board.

#### **Section 6. Director Vacancies.**

(a) The office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

(b) Vacancies which occur on the Board of Directors may be filled, on a temporary basis, by the vote of a majority of the remaining Directors. Any Director so elected shall hold office for the unexpired term.

### **ARTICLE III: MEETINGS**

#### **Section 1. Annual and Regular Meetings.**

Annual Meetings of the Board of Directors shall be held each year during the month of June or at such time and place in Hamilton County designated by the Directors. Regular Meetings of the Board of Directors shall be held at least six (6) times throughout the year (including the Annual Meeting) and at such times and places as may be fixed by the Directors. So long as the Corporation operates an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools.

#### **Section 2. Special Meetings**

Special Meetings of the Board of Directors may be held at any time upon the written call of the President or at the written request of a majority of the Directors entitled to vote on matters presented to the Board of Directors.



### **Section 3. Meetings Held Through Communications Equipment.**

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such a meeting.

### **Section 4. Notice of Meetings.**

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Notice of any Special Meeting may be made other than by written notice when circumstances dictate and must be given at least twenty-four (24) hours in advance. Notice of meetings shall be given to the public as required by Ohio law.

### **Section 5. Action Without Meeting.**

Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or of any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees.

### **Section 6. Quorum.**

Except as otherwise provided in this Code of Regulations, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

### **Section 7. Voting**

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the Directors entitled to vote who are present unless otherwise provided in this Code of Regulations.

### **Section 8. Executive Session**

So long as the Corporation operates as an Ohio Community School as defined in Ohio Revised Code Section 3314, all meetings shall comply with the legal requirements for Ohio Community Schools. As such, the Board may discuss matters in executive session as permitted by Section 121.22(G) of the Ohio Revised Code as the same may be amended.

### **Section 9. Minutes of Meetings.**



The minutes of the meetings of the Board constitute the written record of Board actions. The minutes of each meeting shall reflect all actions taken by the Board. Minutes need only reflect the general subject matter of discussion in executive sessions.

A complete and accurate set of minutes shall be prepared and become a regular part of the meeting agenda.

The official minutes shall be kept in the office of the Board Counsel, who shall, after they have been approved by the Board, make them available to interested citizens. Copies are made available at cost, during normal business hours.

## **ARTICLE IV: OFFICERS**

### **Section 1. Election of Officers.**

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation. The duties of the Officers shall be as follows:

(1) President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. He/She shall preside at all meetings of members and, in the absence of, or if a Chairman of the Board shall not have been elected, shall also preside at meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; recruit new board members; act as spokesperson for the organization; periodically consult with Board Members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

(2) Vice-President. The Vice-President shall perform duties as are conferred upon him/her by those regulations or as may from time to time be assigned to him/her by the Board of Directors or the President. At the request of the President, or in his/her absence or disability, the Vice-President, designated by the President (or in the absence of such designation, the Vice-President designated by the Board of Directors) shall perform all the duties of the President, and when so acting, shall have the powers and duties of the President.

(3) Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board



of Directors and file all reports to states, to the Federal government, and to foreign countries. He/She shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

(4) Treasurer. The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school as defined in Chapter 3314 of the Ohio Revised Code, the office of Treasurer shall be held by the Corporation's appointed designated fiscal officer, who shall not be a member of the Board of Directors. The Corporation's designated fiscal officer shall hold such licenses and receive such training as required by Ohio law. The Treasurer shall cause to be kept adequate and correct accounts of its assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, review and answer board members' questions about the annual audit and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors. Upon the expiration of his/her appointment, the designated fiscal officer shall turn over to the Board of Directors all property, books, papers, and money of the Corporation in his/her hands.

(5) Assistant and Subordinate Officers. The Board of Directors may appoint such assistant and subordinate officers as it may deem desirable. Each such officer shall hold office during the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe.

The Board of Directors may from time to time, authorize any officer, appoint and remove subordinate officers, prescribe their authority and duties, and fix their compensation.

(6) Duties of Officers May be Delegated. In the absence of any officer of the corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director.

## **Section 2. Qualifications and Authority of Officers.**

The Officers of the Corporation may, but need not, be Directors of the Corporation. Officers of the Corporation shall have such authority as may be specified from time to time by the Directors.

## **Section 3. Terms of Officers.**

Officers shall each serve a two (2) year term. Except as otherwise provided herein, the number of terms of such Officers shall not be limited.

## **Section 4. Resignation and Removal.**



Any Officer may, by written notice to the Board of Directors, resign at any time. Any Officer may be removed by the Board of Directors without cause at any time.

#### **Section 5. Officer Vacancies.**

Vacancies which occur in any office shall be filled by the Board of Directors for the remainder of the vacant term in such manner as said Board, in its discretion, deems appropriate.

### **ARTICLE V: COMMITTEES**

The Corporation may have Standing or Special Committees of no more than two (2) Directors to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President from among its members. Committee members shall be appointed by the President.

### **ARTICLE VI: CONFLICTS OF INTEREST POLICY**

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer or other interested person.

### **ARTICLE VII: INDEMNIFICATION**

#### **Section 1. Indemnification.**

Each Director, Officer, and employee, or a former Director, Officer, or employee, shall be indemnified by the Corporation against expenses (including attorney fees), judgments, decrees, fines, penalties, or amounts paid in settlement reasonably incurred in connection with the defense of any pending or threatened or completed action, suit, or proceeding, whether criminal, civil, investigative, or administrative, to which he or she is or may be a party by reason of being or having been such Director, Officer, or employee; provided: (a) he or she is adjudicated or determined not to have been negligent or guilty of misconduct in the performance of his duty to the Corporation; (b) he or she is determined to have acted in good faith and in a manner in what he or she reasonably believed to be in or not opposed to the best interest of the Corporation; and (c) in any matter the subject of a criminal action, suit, or proceeding, he or she is determined to have had no reasonable cause to believe that his or her conduct was unlawful. The determination as to (b) and (c) and, in the absence of adjudication by a court of competent jurisdiction, the determination as to (a), shall be made by the Directors of the Corporation acting at a meeting at which a quorum consisting of Directors who are not parties to or threatened with any such action, suit or proceeding is present. Any Director who is a party to or threatened with any such action, suit, or proceeding shall not be qualified to vote and, if for this reason, a quorum of Directors cannot be obtained to vote on such indemnification, no indemnification shall be made unless such indemnification is approved by: (a) the holders of a majority of the voting shares of the Corporation, excluding for the purposes hereof shares held or controlled by every person who is a party to or threatened with any such action, suit, or



proceeding; or (b) a court of competent jurisdiction. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled and shall inure to the benefit of the heirs, executors, and administrators of such person.

## **Section 2. Insurance.**

The Corporation, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Director, Officer, employee, or volunteer of, the Corporation.

## **ARTICLE VIII: NON-DISCRIMINATION**

The Corporation shall not discriminate on the basis of race, color, gender or ethnic origin with respect to its rights privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities. Specifically, with respect to admissions, it will admit students of any race, creed, color, national or ethnic origin, sex, and handicapping condition. Upon the admission of any handicapped student, the School will comply with all federal and state laws regarding the education of handicapped students.

## **ARTICLE IX: AMENDMENT OF GOVERNING DOCUMENTS**

### **Section 1. Articles of Incorporation**

The Corporation's Articles of Incorporation may be amended by a majority vote of the Directors.

### **Section 2. Code of Regulations**

This Code of Regulations may be amended, or a new Code of Regulations may be adopted, by a majority vote of the Directors.

## **ARTICLE X: CONFLICT WITH ARTICLES OF INCORPORATION**

If, at any time, any provision of this Code of Regulations conflicts with any provision of the Corporation's Articles of Incorporation, the provisions of the Articles of Incorporation shall control, and the portion of this Code of Regulations that conflicts with the Articles of Incorporation shall be void to the extent of the conflict with the Articles of Incorporation.

## **ARTICLE XI: DISSOLUTION**

The Corporation may be dissolved upon a majority vote of the Directors, provided that upon dissolution the Corporation, after paying or making provision for payment of all of the liabilities of the Corporation, must distribute its assets to another public benefit corporation, the United States, a state or any political subdivision of a state or a person that is recognized as exempt from federal income taxation under Section 501(c) (3) of the Internal Revenue Code.



## **ARTICLE XII: MISCELLANEOUS**

### **Section 1. Fiscal Year.**

The fiscal year of the Corporation shall commence on July 1 and conclude on June 30 of each year.

### **Section 2. Audit.**

The fiscal records of the Corporation shall be audited each year by the State Auditor or Certified Public Accountant and the report thereof made available to the President, the Board of Directors, and such other persons as may be necessary or appropriate.

### **Section 3. Spending Authority.**

Other than electronic funds disbursements authorized pursuant to any contract approved by the Board of Directors, disbursements in excess of Ten Thousand Dollars (\$10,000) shall require the signature of the Treasurer and one other officer. Expenditures in excess of Twenty Thousand Dollars (\$20,000) shall require approval by the Board of Directors.





TAX EXEMPT AND  
GOVERNMENT ENTITIES  
DIVISION

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

Date: MAR 31 2003

Riverside Community School, Inc.  
c/o Durwood Rorie  
3280 River Road  
Cincinnati, OH 45204

Employer Identification Number:  
34-1636275

Issuing Specialist:  
Debra Cowen 50-01559

Toll Free Customer Service:  
877-829-5500

Accounting Period Ending:  
June 30

Foundation Status Classification:  
509(a)(1) & 170(b)(1)(A)(ii)

Form 990 Required:  
Yes

Dear Applicant:

Based on the information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Pursuant to the automatic extension provided under section 301.9100-2 of the Procedures and Administration Regulations, or based on the facts and circumstances represented in your request for relief under section 301.9100-3, an extension of the period allowed for the filing of the notice required under section 508(a) of the Code and section 1.508-1(a)(2) of the Income Tax Regulations is granted. Accordingly, your exemption under section 501(c)(3) is effective beginning on the date you were organized.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in the section(s) indicated above.

Please notify the Ohio Tax Exempt and Government Entities (TE/GE) Customer Service office if there is any change in your name, address, sources of support, purposes or method of operation. If you amend your organizational document or bylaws, please send a copy of the amendment to that office. The mailing address is: Internal Revenue Service, TE/GE Customer Service, P.O. Box 2508, Cincinnati, OH 45201.

You are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act.

If you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958 of the Code. In this letter we are not determining whether any of your present or proposed arrangements would be considered an excess benefit transaction resulting in tax under section 4958. Additionally, you are not automatically exempt from other federal excise taxes.



- 2 -

Riverside Community School, Inc.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Donors (including private foundations) may rely on this ruling unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your 509(a) status as indicated above, donors (other than private foundations) may not rely on the classification indicated above if they were in part responsible for, or were aware of, the act that resulted in your loss of such status, or they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification. Private foundations may rely on the classification as long as you were not directly or indirectly controlled by them or by disqualified persons with respect to them. However, private foundations may not rely on the classification indicated above if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fund-raising events may not necessarily qualify as fully deductible contributions, depending on the circumstances. If your organization conducts fund-raising events such as benefit dinners, shows, membership drives, etc., where something of value is received in return for payments, you are required to provide a written disclosure statement informing the donor of the fair market value of the specific items or services being provided. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that the donor can determine how much is deductible and how much is not. Your disclosure statement should be made, at the latest, at the time payment is received. Subject to certain exceptions, your disclosure responsibility applies to any fund-raising circumstance where each complete payment, including the contribution portion, exceeds \$75. In addition, donors must have written substantiation from the charity for any charitable contribution of \$250 or more.

In the heading of this letter we have indicated whether you must file Form 990, *Return of Organization Exempt from Income Tax*. If "Yes" is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be



- 3 -

Riverside Community School, Inc.

sure your return is complete before you file it. Form 990 should be filed with the Ogden Service Center, Ogden, UT 84201-0027.

You are required to make your Form 990 available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and this exemption letter. Copies of these documents must be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, *Tax-Exempt Status for Your Organization*, or you may call our toll free number shown above.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, *Exempt Organization Business Income Tax Return*. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Please use the employer identification number indicated in the heading of this letter on all returns you file and in all correspondence with the Internal Revenue Service. Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records. If you have any questions about this letter, or about filing requirements, excise, employment, or other federal taxes, please contact the Ohio TE/GE Customer Service office at 877-829-5500 (a toll free number) or correspond with that office using the address indicated above.

Sincerely,

(signed) Gerald V. Sack

Gerald V. Sack  
Manager, Exempt Organizations  
Technical Group 4



## General Information

**School Name:** Riverside Academy

**Physical Address:** 3280 River Road  
Cincinnati, OH 45204

**Phone Number:** (513) 921-7777

**Fax Number:** (513) 921-7704

**County:** Hamilton County

**Grade Levels Served:** K-8

**Grade Levels  
in Contract:** K-12

**Public School District:** Cincinnati Public Schools

### **Description of the Facility (including the approx. number of sq. ft. used):**

The school facility is provided by the operator under the terms of the management agreement. Therefore, there are no annual costs associated with leasing the facility paid by or on behalf of the School. The building is approximately 47,951 square feet. Rentable Space: 47,951 square feet:

Used Space: 47,951 square feet

- Classrooms: 21
- Offices: 5
- Library: 1
- Cafeteria/Kitchen: 1
- Gym: 1
- Auditorium/Stage: 1
- Several Student & Staff Bathrooms, and Storage Rooms

## Financial Information

### **Lease Information**

**Monthly Payment:** N/A

**Annual Payment:** N/A

**Lease Start Date:** N/A

**Lease Expiration:** N/A

### **Mortgage Information**

**Monthly Payment:** N/A

**Annual Principal:** N/A

**Annual Interest Payment:** N/A

### **Landlord Information**

**Name of Landlord / Lender:** N/A

**Relationship to  
the Operator:** N/A

Is there any relationship or conflict of interest between the Landlord/Lender and Operator of the school? (This includes individuals with ownership stakes.)

Yes

No



## Governing Authority Composition

### Riverside Academy

<u>Name</u>	<u>Email Address</u>
Brazzile, Reginald	rbrazzile1@gmail.com
Johnson, Jordan	carplin545@gmail.com
Johnson, Takia	kiyahd13@gmail.com
Pickering, Jodi	jbmpickering@gmail.com
Tait, Pastor Ennis	pastortait@msn.com

Contact the members by mail:

3280 River Road, Cincinnati, OH 45204

Contact the members by phone:

(513) 921-7777

Uploaded: July 2023



# **Selection of Governing Authority Members**

## **Article II, Section 6 – Director Vacancies**

(a) The office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

(b) Vacancies which occur on the Board of Directors may be filled, on a temporary basis, by the vote of a majority of the remaining Directors. Any Director so elected shall hold office for the unexpired term.





## **Educational Plan**

### **Section A: Mission, Vision, and Core Values**

It is our mission to provide an effective, consistent, and academically rigorous education in a safe, disciplined, and nurturing environment. We will empower students to reach their fullest potential by implementing a comprehensive curriculum facilitated by highly effective educators in collaboration with families and the community and supported by progressive technology.

We will develop the problem solving and social skills of our students to enable them to contribute to and excel in an ever-changing global society.

Our Vision:

Riverside Academy will be the premier school of choice by:

- Providing effective instruction that will empower our students to exceed the state's academic expectations;
- Building positive relationships with students, families, and the community; and
- Developing students who respect humanity and have the courage to succeed.

Our core values center around being a small school with a big heart. At Riverside Academy, our students and staff believe in and exhibit characteristics that resemble those of a family. We work together as a team to achieve our goals, despite the challenges we may face. No matter what, we persevere through those challenges and work together to solve problems.

### **B. Curricular Elements**

In alignment with our mission, we provide effective, consistent, and academically rigorous instruction using the following research based curricula. As a significant portion of our students are two or more grade levels behind, requiring more than a year's growth over 2-3 years in order to reach proficiency, emphasis is placed on curricula with tools and systems designed for gap closing



through rigor and relevance. Curricula aligns with the Ohio state standards and test specifications including content, depth of knowledge, and application tasks.

Writing by Design covers the Common Cores standards utilizing the 6 trait model to build writing proficiency with specific growth on state tests. We use HMH science and social studies curricula for K-8 which is inquiry based, writing centered, and interactive. Both digital and print resources are available to allow students to access virtual field trips, labs, and differentiated tools. For math and reading instruction we use state specific Ready Ohio Reading and Ready Ohio Math by Curriculum Associates for grades K-8. Both Ready Ohio Reading and Ready Ohio Math resources are available in print and online allowing for multimodal access to all curriculum resources. Ready Ohio Reading offers rigorous yet supportive content that is proving to make the standards reachable for all students. It includes complex, authentic texts that engage students in opportunities to practice close reading strategies across a variety of genres and formats. Ready Ohio Reading supports students and teachers with a wealth of on and off grade resources. It develops sound skills and strategies for reading comprehension, supports a balance of on-grade level and differentiated instruction.

Curriculum Associates resources include digital tools for instruction, interactive tutorials, and a teacher toolbox that include prerequisite lessons, and digital forms of the Ready Reading trade books. Ready Reading and Ready Math are aligned with Curriculum Associates Diagnostic assessments so that teachers are provided with reports to use for differentiation, small group instruction, and specific guidance to resources tailored to student needs identified through the diagnostic. The Ready Reading and Ready Math curriculum program also includes online personalized instruction to provide students with opportunities for additional practice on targeted skills and stand

### C. Instructional Practices

The Riverside Academy calendar for 2022-2023 is made up of 170 days providing 1190 hours of instruction. Teachers are provided with a framework for instruction that accounts for all the components of their content period block. ELA blocks consist of 90-120 minutes of reading instruction and 30-45 minutes of writing. Math blocks include 60 minutes of direct instruction and up to 60 minutes of small group instruction. Science and social studies ranges from 30-90 minutes of instruction.



Instruction at all levels and disciplines opens and closes with Do Now and Exit Tickets as informal formative assessments and spiral review. Instruction proceeds through the research based Gradual Release of Responsibility Instructional Framework incorporating focused lessons, guided instruction, collaborative opportunities, and independent practice. Vocabulary is explicitly taught using Marzano's six step process in all content areas. The framework includes designation for small group instruction which in addition to curriculum specific resources for small group instruction, may also consist of Daily 5, Daily 3, iReady personalized instruction, virtual labs, etc.

Teachers are evaluated using the Ohio Teacher Evaluation System (OTES 2.0) as an effective professional growth model. It considers a teacher's instructional strengths, while supporting identified areas for improvement according to the profile of each educator. This process is to be collaborative, ongoing and supportive of the professional growth of the teacher. In addition to OTES 2.0, instruction is evaluated using the Rigor and Relevance Framework recorded on the SchoolMint Grow platform. The digital platform allows teachers to interact with feedback, action items, and goals. Rigor and Relevance is based on continuums of knowledge and application and helps students become complex thinkers. It levels the playing field by allowing students to have access and entry points to high level skills with an understanding of the value of what they are learning.

Data driven instruction is a foundation of our academic program. Teachers participate in weekly data meetings to use the ODE 5 step process to analyze critical assessments and progress monitoring then collaboratively plan interventions. Data chats, trackers, and displays are used to engage students in the learning process through goal setting and ownership of their success.

#### **D. Assessment**

Riverside Academy believes that assessment is critical to developing and maintaining systems tailored for student success. In addition to the Ohio State test in reading, math, and science for grades 3-8 and Kindergarten Readiness Test (KRA), benchmark assessments are given 3 times a year at the beginning, middle, and end of the year with iReady Diagnostics for Reading and Math in grades K-8, Heggerty Assessments for phonemic awareness in grades K-3. Preliminary data from prior year state tests, and fall diagnostics are used to evaluate the academic progress of and set goals for grade level cohorts and individual students. Screeners for ELL, phonics, high frequency words, math foundational skills, and oral reading fluency are also utilized as needed, often



quarterly to fine tune causes of deficiencies and select appropriate interventions. Standards based short cycle assessments (SCA), mock assessments, and other progress monitoring tools are utilized no less than biweekly to identify groups, standards, and skills for reteaching, intervention, and enrichment.

Data teams including grade level teachers, intervention specialists, title 1 teachers, and administrators meet weekly during Structured Teaching Planning Time (STPT) to analyze data using the ODE 5 step process. Step 1 is done prior to the meeting by the grade level teacher and consists of calculating the Performance Index (PI) score for the distribution of scores. In Step 2 the team discusses identified strengths, weaknesses, and trends in the data. The goal of Step 3 is to first categorize students into Tiers 1-3 based on their scores then establish shared goals and strategies for interventions. Team members will execute the interventions as part of Step 4 before returning to debrief and revise during Step 5.

iReady Fall Reading Diagnostic data for K-3 is utilized to create Reading Improvement Monitoring Plans (RIMPs) for all students regardless of if they are on track or not. Students on track are assigned one intervention to maintain their progression towards the Third Grade Reading Guarantee. Students who are not on track are assigned two interventions to increase their proficiency in targeted areas and move them to on target.

Riverside Academy provides teachers with school year specific pacing guides to support instruction in state standards to proficiency by the end of the year. Pacing guides are modified based on instructional needs as determined by Diagnostic Assessments and prior year scores. Construction and modification of pacing guides considers both vertical and horizontal alignment with the goal of closing achievement gaps and mastery of grade level academic content standards.

## **E. Special Student Populations**

Students with Disabilities: Riverside Academy provides specially designed services for students with Individualized Education Plans (IEPs). Each student with an IEP receives the services specified on their plan provided by the general education teacher and intervention specialist. Intervention Specialist utilize both a push-in/co-teaching model and a pull-out model. Students who have occupational and speech therapy goals receive pull-out services from an occupational therapist and speech/language pathologist, respectively.



504 plans are written and monitored by the school leader. Students on 504 plans receive accommodations, modifications, and/or interventions as written in their plan and individualized for their needs.

EL Students: Riverside Academy utilizes the Home Language Survey developed by the Department of Education to identify students whose Primary or Home Language is Other Than English (PHLOTE) according to ODE guidelines. Once students have met the PHLOTE criteria (failed to PHLOTE) the school contracts with its provider to evaluate the student's level of English Proficiency and to develop an appropriate service plan, which can occur both in a general education setting and/or other settings. These interventions may include the participation of an LEP/EL teacher and/or contracted services for initial native language instruction, and a phasing-in of English instruction. Intervention resources may include research-based language instructional programs, assistive technology, audio resources, and online language instruction. Providers of LEP/EL services and general education teachers regularly communicate to assure any necessary accommodations in instruction and/or testing are provided.

Students identified as LEP students must participate in the Ohio English Language Proficiency Assessment (OELPA) to determine their level of English proficiency. Parents are informed of the student's LEP/EL status and program first through a parent notification letter in either English or the parent's native language detailing the results of the OELPA, explaining the need for LEP/EL services, program participation and exit requirements, providing the parent with program options. Parents are informed regularly of the student's progress, their OELPA results, and are informed when the student has met criteria for exiting the LEP/EL program.

Gifted Students: Riverside Academy is able to serve gifted students by identifying them using criteria given by ODE. The school uses iReady to determine eligibility, then will create a Written Education Plan based off the student's needs. Teachers are able to meet these students' needs by differentiating classwork and working with students during the small group instruction portion of the academic framework.

Students at-risk for Academic Failure: Riverside Academy implements a research-based Multi-Tiered System of Supports (MTSS) framework and has a school based MTSS team to ensure that students needing Tier 2 and Tier 3 services receive the research-based interventions that will allow them to



accelerate their learning. The Principal and Director of Academics lead the MTSS framework and serve as the leader for MTSS. Starting with the MTSS process in the general classroom, Riverside Academy's 3-tiered system utilizes multiple measures including, but not limited to, teacher observation, results from Ohio's State Tests (AIR, KRA, OPELPA), normative testing (iReady), report cards/progress reports, classroom assessments, incident reports, behavior logs, suspension records, and anecdotal records. The results of these assessments are used to identify students that are "at risk" and demonstrate a struggle in performing proficiently with grade level material and skills. For those students that are identified as "at risk" in the general education population, the students may be referred to the Response to Intervention Team (RtI) to engage in the MTSS process.

The RtI team uses the Multi-Tiered System of Supports (MTSS) model to identify and measure the success of the interventions and plans. Based upon the American Institutes for Research's Multi-Tiered System of Supports essential components, Our School will utilize this multi-level prevention system to maximize student achievement and reduce behavior problems. The four essential components of an MTSS framework include screening, progress monitoring, multi-level or multi-tier prevention system, and data-based decision making.

The teachers and RtI team will screen students, review data, complete classroom observations, and give teacher/parent/student surveys, in order to make via the School Referral Form. The Referral Form has teachers indicate any concerns they may have academically or behaviorally, outline student successes, and share data that led them to refer the student. This form is submitted to the principal and director of academics and is placed in the RtI binder. A meeting will be scheduled for the RtI team to review observations and data.

The RtI team will utilize specific, research-based interventions implemented in the classroom and/or building, set goals and timelines for the intervention, and schedule a follow up meeting date. These intervention plans are developed by all instructional staff involved including parents, Intervention Specialists, Teachers, Administrators, Title I staff and other support staff. These interventions will be monitored and evaluated for effectiveness during an agreed upon time frame with an agreed upon frequency, which will depend on the individual student and the interventions being made. During this time period, the RtI team will implement, and progress monitor the chosen interventions.



During the follow up meeting, the RtI team will review data and determine the effectiveness of the intervention. Interventions, observations, and progress monitoring are recorded and documented by all instructional staff involved, including parents when appropriate. If the interventions are successful and lead to expected outcomes and goals, the intervention will continue until the student is able to perform proficiency. For interventions that are determined to be ineffective for "at risk" students, intervention strategies and intensity increases through a succession of three trials if necessary, or until the RtI team moves to the next tier, where the process will be repeated. If, in the end of the successive interventions of the MTSS process, progress is not made and effectiveness has not been determined, a student may be referred for evaluation for Special Education.

There are three levels of interventions, inclusive of timelines and intensities, as outlined below:

### **Three-Tier Model of the Multi-Tiered System of Supports Model**

#### **Tier 1**

Most Important Level

Includes All Students

Scientificallly-Based Curriculum with High Quality Instruction

Differentiated Instruction

Universal Behavior Management System

Universal Screenings: Formative and summative assessments

#### **Tier 2**

Small group instruction

Differentiated and/or leveled grouped instruction inside or outside of the classroom

Target a specific skill to improve

Small group size



Frequency: 2 to 3 times per week

Duration: At least 6 weeks

Monitor progress at least weekly

Parents may be invited and will be notified via a phone call or letter

Developed programs

Title I Reading, Title I Math

Tier 3

Intensive, Smaller group instruction

Differentiated and/or leveled grouped instruction inside or outside of the classroom

Target a specific skill to improve

Smaller group size: no more than 3

Frequency: 4 to 5 times per week

Duration: At least 8 weeks

Monitor progress at least two times per week

Parents will be invited and should be involved

### **Section F: School Culture and Climate**

Riverside Academy's culture and climate is built upon the key principals of Positive Behavior and Intervention Supports (PBIS). Each summer, the Building Leadership Team will analyze the implementation of PBIS and create a professional development plan for staff to continue through the entirety of the school year. PBIS is NOT a specific curriculum, intervention, or practice, but a decision-making framework that guides selection, integration, and implementation of scientifically-based academic and behavioral practices for improving academic and behavior outcomes for all students. A central feature of PBIS is implementation of behavioral practices throughout the entire school. PBIS defines practices that all students experience in all parts of the school and at all times of day. Staff will be taught to:



- Create clear, school-wide expectations
- Give explicit instruction on those expectations, which include demonstrating, practicing, and reinforcing
- Use a reward system to acknowledge and celebrate good behavior (rewards are based on choice and grade-level)
- Be consistent with acknowledging and correcting behaviors

Riverside Academy uses several strategies of the Responsive Classroom model to compliment our PBIS. Morning Meeting/Circle of Power and Respect is built into the master schedule. The purpose of this time is to:

1. Sets the tone for respectful learning and establish a climate of trust.
2. Build and enhance connections among students and between students and teachers.
3. Motivate children by addressing two human needs: the need to feel a sense of significance and belonging and the need to have fun.
4. Merge social, emotional, and intellectual learning.

Additional Responsive Classroom strategies include giving choice, interactive modeling, teacher language, and interactive learning structures.

A school-wide discipline plan is put in place to ensure consequences are logical and consistent. Within the plan, all behavior infractions (major and minor) are defined and given a teacher or discipline team member response.

For students that need extra behavioral support (tier 2 and tier 3) the school's Behavior Intervention Specialist and School Counselor work with the classroom teacher and provide interventions that are best suited for the students. This is also the case for students who have Functional Behavior Assessments and Behavior Intervention Plans. Families are involved in the creation of the Behavior Intervention Plans. For those students, daily/weekly check-ins are provided and their progress is communicated to their families regularly.



**Family Engagement:** Increased parental involvement in a child's education directly impacts student achievement rates. Riverside Academy seeks to increase opportunities for whole families by empowering parents with confidence and trust in the educational setting. Therefore, school leaders, teachers and board members will personally invite and encourage parent participation in all facets of Riverside Academy's operation. This includes, but is not limited to:

- Family Conferences
- Volunteering
- Special Events, such as Literacy Night and student performances/showcases
- Board Meetings

Consistent communication between families and school will occur through a variety of platforms, such as Class Dojo, all-calls, and weekly and monthly newsletters. Satisfaction surveys will be given and analyzed at least twice annually.

Students will be given the opportunity to participate in extra-curricular activities, such as sports clubs, art clubs, and student council.

## **G. Proposed Outcomes**

Riverside academy students took the OST for English Language Arts in the spring of 2021. The overall score distribution for 3rd grade was 31% proficient or above, 19% basic, and 63% limited. The overall score distribution for 4th grade was 17% proficient or above, 0% basic, and 83% limited. The overall score distribution for 5th grade was 23% proficient or above, 45% basic, and 32% limited. The overall score distribution for 6th grade was 13% proficient or above, 27% basic, and 59% limited. The overall score distribution for 7th grade was 16% proficient or above, 42% basic, and 42% limited. The overall score distribution for 8th grade was 20% proficient or above, 20% basic, and 60% limited.

The iReady Diagnostics for reading were given in the spring 2022 to show progress towards grade level proficiency. Kindergarten on grade level increased from 4% at the beginning of the year to 57% at the end of the year. First grade students on grade level increased from 0% at the beginning of the year to 17% at the end of the year. Second grade students on grade level increased from 5% at the beginning of the year to 14% at the end of the year. Third grade students on grade level increased from 6% at the beginning of the year to 12% at the end of the year.



Reading areas of concern are defined as any substrand with more than 50% identified as at risk using the iReady reading Diagnostic 3 given in May 2022. The schoolwide area of concern was informational text reading with 54% of scholars K-8 scoring as at risk. Grade levels with phonics as an area of concern are kindergarten (71%), 1st grade (78%), 2nd grade (86%), 3rd grade (82%), and 4th grade (63%). Grade levels with vocabulary as an area of concern are 1st grade (78%), 2nd grade (85%), 3rd grade (77%), 4th grade (86%), 5th (73%), 6th grade (60%), 7th grade (73%), and 8th grade (87%). Grade levels with comprehension of informational text as an area of concern are 1st grade (66%), 2nd grade (86%), 3rd grade (88%), 4th grade (86%), 5th grade (80%), 6th grade (75%), 7th grade (69%) and 8th grade (96%). Grade levels with comprehension of literature as an area of concern are 1st grade (72%), 2nd grade (85%), 3rd grade (76%), 4th grade (67%), 5th grade (73%), 6th grade (60%), 7th grade (72%) and 8th grade (91%).

Math areas in need of additional assistance to ensure complete fidelity of implementation are defined as any substrand with more than 50% identified as at risk using the iReady math Diagnostic 3 given in spring 2022. The schoolwide areas of concern were geometry and measurement & data with 51% of scholars K-8 scoring as at risk. All areas were of concern for 8th, 7th, 5th, grade. Areas of concern for 6th grade were, algebra and algebraic thinking (65%), measurement and data (60%), and geometry (60%). Areas of concern for 4th grade were algebra and algebraic thinking (62%), measurement and data (81%), and geometry (67%). Areas of concern for 2nd grade were numbers and operations (67%), measurement and data (57%), and geometry (76%). There were no significant areas of concern for Kindergarten, 1st grade or 3rd grade. Students in grades Kindergarten, first, and third grade showed growth in all areas of math with less than 50% of students listed as at risk for any substandard.

For the 2022-2023 school year, the administrative team in collaboration with the building level team developed the following goals:

**K-3 Foundational Skills: By the end of 3rd grade 95% of students will be proficient in foundational skills as measured on iReady.**

#### **Phonemic Awareness (PA)**

- 60% of students in grades K and 1 will be proficient in PA according to EOY Heggerty screener
- 80% of students in grade 2 will be proficient in PA according the EOY Heggerty screener
- 95% of students in grade 3 will be proficient in PA according to the Heggerty screener

#### **Phonics (PH)**



- 60% of students in grades K and 1 will be proficient in PH according to EOY iReady
- 80% of students in grade 2 will be proficient in PH according the EOY iReady
- 95% of students in grade 3 will be proficient in PH according to the EOY iReady

### **High Frequency Words (HFW)**

- 60% of students in grades K and 1 will be proficient in HFW according to EOY iReady
- 80% of students in grade 2 will be proficient in HFW according the EOY iReady
- 95% of students in grade 3 will be proficient in HFW according to the EOY iReady

### **Vocabulary**

- 50% of students in grades K-8 will be on or above grade-level within the vocabulary strand of iReady by Diagnostic 3 of 2022-2023.

**3-8 English Language Arts: By the end of 2022-2023 school year, our PI for grades 3-8 will be 67 as measured on the Spring Ohio AIR test.**

### **Comprehension: Informational Text**

- 30% proficiency

### **Comprehension: Literature**

- 30% proficiency

### **Reading Fluency**

- 60% proficient or higher by EOY/Q4 Running Record

### **Writing**

- 3rd-4th 30% proficient or higher
- 5th-6th 40% proficient or higher
- 7th-8th 50% proficient or higher

**3-8 Math: By the end of 2022-2023 school year, our PI for grades 3-8 will be 56 as measured on the Spring Ohio AIR test.**

### **Math Fluency on Foundational Skills**

- 60% 3-5
- 80% 6-8
- General 30% proficiency in all areas

**5 & 8 Science: By the end of 2022-2023 school year, our PI for grades 5&8 will be 63 as measured on the Spring Ohio AIR test.**

- 30% proficiency in life, earth, and physical sciences



## **H. Outcome Support Teams**

### *Staff Meetings and Structured Teacher Planning Time (STPT)*

As a whole staff, we will meet monthly for an hour after school each day. In addition, committee meetings will take place once per month.

STPT Vision: STPT is intentional, data driven, planning time that is set aside for leadership teams and teaching staff to come together during the school day for meaningful professional development, planning, data analysis, coaching, and much more.

STPT Purpose: This is an uninterrupted, scheduled, time for true professional dialogue that will enable student and teacher growth.

STPT Expectations: If done correctly, students and staff will see tremendous growth throughout the school year. Please note:

- Meetings occur weekly for every grade level.
- Meetings occur during the school day and are built into the master schedule.
- Staff understands that the time is protected and there are no interruptions.
- Norms are developed and meetings begin and end on time.
- Meetings last 45 minutes, giving time to drop off and pick up students.
- Meetings have a consistent format with an agenda.
- Meetings are intentional and data driven.
- There are no surprises, excuses, got yas, etc.

## **Committees**

Every staff member will participate in one or more committees to facilitate student achievement beyond the individual classroom. The committees are described as follows:

### **Building Leadership Team:**

Overview-from [Home | Ohio Department of Education](#) The BLT is responsible for improving student achievement as part of a systems-wide improvement focus. To ensure every student's success, effective teams review, analyze, and use data to assess improvement and identify implementation issues and academic successes and gaps.

### **Response to Intervention Committee:**



Response to Intervention (RtI) is a process that provides educational supports to all students by increasing the levels of intensity of interventions based on each student's learning needs. It is broken up into three tiers with the goal of preventing problems and intervening early on so that the students are equipped with skills, tools, and interventions needed to succeed in the classroom academically or behaviorally. The purpose of the RtI committee is to ensure that students who are identified with learning needs are given the supports needed to succeed and are identified under the correct tier level. As a member of the RtI committee, you will be responsible for reviewing teacher's data of students receiving tier 2 and tier 3 supports to assess and ensure that RtI is being consistently implemented school-wide and tracked appropriately. Every 4-6 weeks, students who are identified as needing additional supports outside of the universal supports provided in the classroom will be discussed with the RtI committee, the school principal, and the parent/guardian to review progress and next steps.

### **Positive Behavior Intervention and Supports (PBIS) Committee:**

The purpose of the PBIS team is to ensure that supports are in place for staff to implement and sustain Riverside Academy's PBIS plan with fidelity. As a team, we will meet to plan for school-wide incentives and analyze behavior data to help guide the PBIS plan.

### **Attendance Committee:**

Per the Ohio Department of Education, it is the school's responsibility, at a minimum, to provide the following:

- Appropriate options for truancy intervention for any student who is excessively absent from school;
- Counseling services for a habitually truant student;
- The option for parents or guardians to attend parental involvement and truancy prevention mediation programs;
- Notification of the registrar of motor vehicles under Ohio Revised Code 3321.13; and
- Taking legal action under ORC2919.22, 3321.20 or 3

The attendance committee will work towards providing the above.

### **Family and Community Involvement Committee:**



Riverside Academy's Parent and Community Involvement Committee will work together to provide effective family and community opportunities. The committee understands that the partnership between educators, families, and community members share the responsibility for our scholars' academic achievement, social emotional development, and preparation for school, work, and life.

**Sunshine Committee:**

Riverside Academy's Sunshine Committee will serve to assist in maintaining the culture and morale of our staff members. Their main responsibility includes planning and organizing staff events based off interest surveys. They will also take initiative when staff are celebrating life milestones or experiencing loss.



# Riverside Academy

## Attachment 5 – Performance and Accountability Plan

Effective Date: July 1, 2023

### Overview

The Performance and Accountability Plan (Attachment 5) sets out the performance standards and/or performance requirements as measured annually to be satisfied in the four Core Performance Areas: Legal Compliance; Organization and Operational Performance; Financial Performance; and, Student and Academic Performance.

### I. Legal Compliance

The Legal Compliance section determines how well the governing authority and school adhered to state and federal statutes and the community school contract using the following indicators:

1. The school had a substantiated compliance rate of 96% as outlined by the Ohio Department of Education.
2. The school had a compliance rate of 96% for all applicable laws and rules as outlined by the Ohio Department of Education and the Council.
3. The governing authority submitted the school's annual report to the parents and Council by October 31.
4. The governing authority and school receive a rating of "Needs Assistance" or better on the Special Education Performance Determination.
5. The school's Emergency Management Plan is uploaded and marked compliant in the school's OHID Account.

### Rating Scale – Legal Compliance

**Exceeds Standards:** The school receives this rating if it meets the compliance rate for indicators one and two AND has met the requirements of two of the last three indicators for two consecutive years.

**Meets Standards:** The school receives this rating if it meets the compliance rate for indicators one and two AND met the requirements of two of the last three indicators.

**Does Not Meet Standards:** The school receives this rating if it fails to meet the standards.

**Falls Far Below Standards:** The school receives this rating if it fails to meet the standards for two consecutive years or, as outlined in the first indicator, has a substantiated compliance rate of less than 92% as outlined by the Ohio Department of Education in any single year.



## II. Organization and Operational Performance

The Organization and Operational Performance section is used to determine the performance of the school's governing authority. The section rates how well the governing authority executes its governance duties using the following indicator areas:

1. The governing authority held at least the contractually required number of meetings.
2. The governing authority was not out of compliance with regard to the required number of approved members for more than 60 cumulative days throughout the year.
3. The governing authority members completed all trainings as required by the Ohio Revised Code and ODE.
4. The governing authority members filed annual conflicts of interest statements.
5. The governing authority and/or school met at least one of the following governance goals:
  - a) **School Mission-specific Goal:** During each year of the contract, and as reported to the Sponsor by June 30 of each year, the School will continue to increase parent satisfactory results as measured by surveys given in the fall and spring..
  - b) **Governing Authority Goal:** During each year of the contract, the governing authority shall use a self-evaluation tool to assess its performance and to inform next year's goals and operations and, by June 30, the results of the review will be sent to the Sponsor.

### Rating Scale – Organization and Operational Performance

**Exceeds Standards:** The school receives this rating if its governing authority executes its governance duties in all five indicator areas for two consecutive years.

**Meets Standards:** The school receives this rating if its governing authority executes its governance duties in four of the five indicator areas.

**Does Not Meet Standards:** The school receives this rating if its governing authority fails to meet the standards.

**Falls Far Below Standards:** The school receives this rating if its governing authority fails to meet the standards for two consecutive years.



### III. Financial Performance

The school's Financial Performance is rated by using the information provided in the financial reports, monthly financial reviews, five-year forecasts, compliance with internal financial controls, and the annual audit. These items provide the necessary information to determine if the school met the standards for the financial viability indicators:

1. The school's annual total margin is greater than or equal to -2.5%.
2. The school's current assets to current liabilities ratio is greater than or equal to 1.0, or, on average, the school's available cash on hand is at least 30 days.
3. The school does not experience an unplanned decrease in enrollment by more than 15%.
4. The school's annual budget is in alignment with the annual total margin standard and includes reasonable assumptions that align with trend data.
5. No audit will contain:
  - A "Qualified" Opinion;
  - The same finding for two consecutive years; or,
  - As outlined in the Schedule of Findings, a Finding for Recovery of more than \$2,500 in any audit or any Finding for Recovery for any amount in two consecutive audits.

#### Rating Scale – Financial Performance

**Exceeds Standards:** The school receives this rating if it meets the standards for four out of five of the financial viability indicators for two consecutive years.

**Meets Standards:** The school receives this rating if it meets the standards for a majority of the financial viability indicators.

**Does Not Meet Standards:** The school receives this rating if it fails to meet the standards.

**Falls Far Below Standards:** The school receives this rating if it fails to meet the standards for two consecutive years.



## IV. Student and Academic Performance

The Student and Academic Performance section determines how well the school is educating students based on all applicable Local Report Card measures of student performance receiving a star rating using the following indicators:

1. Based on the school's Local Report Card, the school met at least one of the following:
  - a) Receives at least a two-star rating in "Overall Star Rating";
  - b) Receives at least a three-star rating in at least half of all applicable component measures of student performance receiving a star rating; or,
  - c) When comparing all measures of student performance receiving a star rating, the school was not outperformed by a majority of the individual members of the school's Comparison Group.

Note: For 1(b) and 1(c), the calculations will include a maximum of six rated areas and will exclude the Overall Star Rating. The school will be considered to be outperformed by an individual member of the Comparison Group if the member outperforms the school in a majority of the star-rated components given to both entities. In determining whether the school was outperformed in any of the star-rated components where the school and an individual member of the Comparison Group both receive one star, the school will only be deemed as to have been outperformed in that area if the member of the Comparison Group exceeds the school's performance by more than five percentage points.

2. The school does not meet the criteria in Section 3314.35 or Section 3314.351 of the Ohio Revised Code for potential closure due to operation of law for academic underperformance.

The school's Comparison Group is comprised of the local district, a local district school, and two nearby community schools. As of the effective date of the P&A Plan, the Comparison Group includes the following:

District:	Cincinnati City School District	Comm. School 1:	Alliance Academy of Cincinnati
IRN:	(043752)	IRN:	(000139)
Dist. School 1:	Oyler School	Comm. School 2:	Phoenix Community Learning
IRN:	(029009)	IRN:	Center (133504)

### Rating Scale – Student and Academic Performance

**Exceeds Standards:** The school receives this rating if it met the criteria in both indicators AND the "Overall Star Rating" is at least four stars or is at least three stars for the two most recent school years.

**Meets Standards:** The school receives this rating if it met the criteria in both indicators.

**Does Not Meet Standards:** The school receives this rating if it fails to meet the standards.

**Falls Far Below Standards:** The school receives this rating if it fails to meet the standards for two consecutive years.



# Communication from the Council to the Governing Authority

## Intervention and Probation

While the Overall Rating in each Core Performance Area is an annual determination based on multiple indicators, goals, and data points, the individual indicators, goals, and data points will be used to determine intervention strategies and aid in determining disciplinary actions as outlined below:

**Performance Improvement Plan:** If the governing authority or school fails to meet the standards of indicators, goals, or data points in any of the Core Performance Areas, the governing authority will be required to submit a Performance Improvement Plan to address each area of noncompliance and/or underperformance and to outline steps and actions being taken to increase compliance and/or performance over the course of the year within 60 days of being notified by the Sponsor.

**Probation:** The governing authority will be placed on Probation, in accordance with the charter contract, if it Falls Far Below Standards in any Core Performance Area.

Please note, at the sole discretion of the Council and based on the totality of the performance of the governing authority or school, an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points will factor into decisions about intervention, reauthorization, probation, suspension, and termination.

## High-Stakes Review and Charter Contract Reauthorization

In the Council's work to enable data-driven decision, the P&A Plan and performance throughout the term of the charter contract will be used during a high-stakes review and the charter contract reauthorization process. As outlined above, these are the minimum performance standards and/or performance requirements to be satisfied by the governing authority and school in the Core Performance Areas for the review and reauthorization.

For the high-stakes review and charter contract reauthorization process, the annual performance of the governing authority and school in each of the Core Performance Areas will be measured as follows:

**Exceeds Standards:** Schools receiving this rating are able to demonstrate that their performance surpasses expectations and that the school has clearly exceeded standards of success. Those schools consistently receiving this rating have a very strong likelihood of reauthorization.

**Meets Standards:** The target for this rating category sets the minimum expectations for a successful community school. Schools repeatedly earning this rating generally perform well and are likely to continue previous success. Those schools consistently receiving this rating have a strong likelihood of reauthorization.

**Does Not Meet Standards:** Schools receiving this rating have failed to meet the minimum performance standards. Those schools receiving this rating are less likely to be reauthorized.

**Falls Far Below Standards:** Schools continuously failing to meet the minimum standards fall into this rating category. Schools receiving this rating are not likely to be reauthorized.

*In the event there are changes to Ohio's accountability system and sponsor rating system, the parties agree to make changes to this Performance and Accountability Plan to keep it effective under any new system in place. Additionally, the communication section is for the benefit of the Governing Authority of the school and, in the Council's discretion, is subject to change.*



**RIVERSIDE ACADEMY**  
**OPEN ENROLLMENT, ADMISSIONS AND RESIDENCY POLICY**

**OPEN ENROLLMENT**

The School Governing Authority shall permit the enrollment of students from adjacent or from other districts in the State, provided that each enrollment is in accordance with the laws of this State, the provisions of this policy, and the administrative guidelines established to implement this policy.

**ADMISSIONS PROCEDURES**

Admission to the School is open to any student in grades K through 8 who reside in any district in the State of Ohio. The School will not charge tuition. The School will not discriminate in its pupil admission policies or practices on the basis of race, creed, color, religion, national origin, ancestry, sexual orientation, disability, sex, intellectual or athletic ability, measures of achievement or aptitude, or any other basis. All students of the School must be residents of the State of Ohio. Admission is open to students on a statewide basis. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

The School will admit the number of students that does not exceed the capacity of the School's programs, classes, grade levels or facilities. The School will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. Priority for enrollment shall be given to students that reside in the district in which the School is located and returning students. Preference may also be given to siblings of students attending the school the previous year and students who are children of full-time staff members employed by the school. The preference provided to children of full-time staff members shall be less than five percent of the school's total enrollment. If on the deadline date for a lottery drawing the number of applicants exceeds the capacity restrictions set for the School's programs, classes, grade levels or facilities, a lottery drawing will be held. The lottery drawing places children in order for possible enrollment into the school. As the School operates and accepts students year round, if other places become available (after the lottery), students are accepted from a prioritized wait list based on the results of the lottery or, if there is no wait list, then on a first come first serve basis. If a lottery is necessary, it shall take place at a public location. All parents of children selected in the lottery will be notified of the selection by certified mail or by telephone call. Parents will have up to seven (7) days from receipt of the certified mail to contact the School regarding their decision. If a parent does not respond within seven (7) days of receipt of the certified mail, the school will select another child from the lottery. Notwithstanding the above, in the event the racial composition of the enrollment of the School is violative of a federal desegregation order,



the School shall take any and all corrective measures to comply with the desegregation order.

### **PROCESS AND CRITERIA**

In order for a student to be admitted the following must be completed/submitted: the registration form and such other enrollment materials that the School deems necessary; copies of the child's original birth certificate or such alternative set forth below in the Records Upon Enrollment section of this policy, current immunization record as mandated by law, proof of residence and parent/ guardian ID. In addition, all custody or court orders pertaining to or allocating parental rights and responsibilities for the care of the student and designating a residential parent and legal custodian of the child shall be provided. If the student has an IEP/ETR/504 Plan, copies should be provided at the time of enrollment. Students may also need to complete an academic assessment before being placed in a classroom.

#### ***Records Transfer***

The School will verify eligibility according to residency and will report names and addresses to the local school district of those students who are enrolled in the School. In addition, once a student is enrolled, records are requested via mail on form letters, signed by a parent or guardian, from the appropriate school of last attendance. Follow-up calls are made to buildings that have not forwarded records as requested. This notice also serves as notice to the student's district of residence as required by law.

#### ***Kindergarten Admission***

The School can admit to kindergarten any student, whose fifth birthday falls on or before September 30. The School can also admit to kindergarten any student, whose fifth birthday falls between October 1st and December 31st, provided that said student is determined to be kindergarten ready by the Principal based upon the School's early entrance policies and procedures.

### **RESIDENCY AND ENROLLMENT REQUIREMENTS**

Although the School has a statewide open enrollment policy permitting enrollment from any school or district in the State of Ohio, it is still necessary to establish a student's school district of residence before they can be enrolled in the School. The school district in which a parent or child resides is the location the parent or student has established as the primary residence and where substantial family activity takes place. Residence is a place where important family activity takes place during the significant part of each day; a place where the family eats, sleeps, works, relaxes and plays. It must be a place, in short, which can be called "home". One cannot establish a residence merely by purchasing/leasing a house or an apartment or even by furnishing such a house or apartment so that it is suitable for the owner's use. No single factor is determinative; residency will be established by the totality of the circumstances.



The School Governing Authority or its designee shall review the residency records of students enrolled in the School on a monthly basis. Upon the enrollment of each student and on an annual basis, the Governing Authority or its designee shall verify to the state department of education each student's home school district, where they are entitled to attend school pursuant to Section 3313.64 or 3313.65 of the Revised Code.

Parents, guardians, or independent students age 18 and over must promptly notify the School using the documentation listed below when a change in the location of the parent's or student's primary residence occurs.

Upon initial enrollment the following documents can be used to establish proof of residency for verification of a child's ability to enroll in the School and determination of the school district the student is entitled to attend under section 3313.64 and 3313.65. These items must be current, be in the parent's/guardian's name, and include a street address. The School shall require only one form of proof of residency for enrollment. A post office box address cannot be used to validate residency records:

- Deed or current real property tax bill
- Lease agreement
- Mortgage statement
- Utility statement or receipt of utility installation issued within ninety (90) days of the date of enrollment
- Most current bank statement available issued to the parent or student that includes the address of the parent's or student's primary residence
- Current homeowner's or renter's insurance declaration
- Paycheck or paystub issued to the parent or student within ninety (90) days of the date of enrollment that includes the address of the parent's or student's primary residence
- Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence that does not conflict with the guidelines issued by the Superintendent of Public Instruction.

In the event a student's residency changes subsequent to initial enrollment, updated proof of residency documentation must be provided to the School.

For purposes of annually verifying student residency, the School shall require either one of the items listed above or a signed statement from the parent or guardian indicating that the student's residency has not changed since the last time proof of residency was provided to the School.

If our School and the student's home district (district of residency) disagree about residency, this policy shall prevail. In such a case, parents may be asked to provide additional information in order to resolve the dispute; however, the School is not obligated to ask for additional information based on other public schools' policies. Moreover, the School will provide that school district with documentation of the student's residency and will make a good faith effort to accurately identify the correct residence of the student.



If a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 11434a, or if a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F)(13) of section 3313.64 of the Revised Code and the "McKinney-Vento Homeless Assistance Act," 42 U.S.C. 11431 et seq.

### **RECORDS UPON ENROLLMENT**

Upon receipt of completed enrollment forms, a request for records will be made within twenty-four hours from the public or non-public elementary or secondary school the pupil most recently attended.

If the records are not received within 14 days of the date of request, or if the pupil does not present any one of the following: (1) a certification of birth; (2) a passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) an attested transcript of the certificate of birth; (4) an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) an attested transcript of a hospital record showing the date and place of birth of the child; or (6) a birth affidavit, the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.

No student, at the time of initial entry or at the beginning of each school year shall be permitted to remain in school for more than fourteen days if the student has not met the minimum immunization requirements established by the Ohio Department of Health or the student presents written evidence satisfactory to the person in charge of admission and acceptable as an exception to such requirement in law.



### ***Racial and Ethnic Balance***

The School attempts to achieve racial and ethnic balance by being open to any at-risk student by openly marketing to every subsection of the potential student population. A study of detailed demographic information can be obtained from the U.S. Census Bureau. That being said, as Riverside Community School is a public school, enrollment will not be denied to any eligible applicants on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability.



**Riverside Academy (133678)**Statement of Receipt, Disbursements, and Changes in Fund Cash Balances  
the Fiscal Years Ending 2024 through 2028, Forecasted

	Forecasted				
	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
<b>Operating Receipts</b>					
State Foundation Payments (3110, 3211)	\$ 1,945,323	\$ 2,063,863	\$ 2,189,623	\$ 2,323,041	\$ 2,464,584
Charges for Services (1500)	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	30,620	30,968	31,326	31,695	32,075
<b>Total Operating Receipts</b>	\$ 1,975,943	\$ 2,094,831	\$ 2,220,949	\$ 2,354,736	\$ 2,496,659
<b>Operating Disbursements</b>					
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	-	-	-	-	-
400 Purchased Services	2,820,271	2,962,394	3,112,444	3,270,880	3,438,192
500 Supplies and Materials	-	-	-	-	-
600 Capital Outlay -New	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-
800 Other	-	-	-	-	-
819 Other Debt	-	-	-	-	-
<b>Total Operating Disbursements</b>	\$ 2,820,271	\$ 2,962,394	\$ 3,112,444	\$ 3,270,880	\$ 3,438,192
Excess of Operating Receipts Over (Under)					
Operating Disbursements	\$ (844,328)	\$ (867,563)	\$ (891,495)	\$ (916,144)	\$ (941,533)
<b>Nonoperating Receipts/(Disbursements)</b>					
Federal Grants (all 4000 except fund 532)	\$ 774,489	\$ 797,724	\$ 821,656	\$ 846,305	\$ 871,694
State Grants (3200, except 3211)	69,839	69,839	69,839	69,839	69,839
Restricted Grants (3219, CS Facilities Grant)	-	-	-	-	-
Donations (1820)	-	-	-	-	-
Interest Income (1400)	1,083	1,083	1,083	1,083	1,083
Debt Proceeds (1900)	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-
Transfers - In	-	-	-	-	-
Transfers - Out	-	-	-	-	-
<b>Total Nonoperating Revenues/(Expenses)</b>	\$ 845,411	\$ 868,646	\$ 892,578	\$ 917,227	\$ 942,616
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 1,083	\$ 1,083	\$ 1,083	\$ 1,083	\$ 1,083
Fund Cash Balance Beginning of Fiscal Year	\$ 57,931	\$ 59,014	\$ 60,097	\$ 61,180	\$ 62,263
Fund Cash Balance End of Fiscal Year	\$ 59,014	\$ 60,097	\$ 61,180	\$ 62,263	\$ 63,346

**Assumptions**

	Forecasted				
	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
<b>Staffing/Enrollment</b>					
Total Student FTE	197	203	209	216	222
Instructional Staff	15.00	15.00	15	15	15
Administrative Staff	3.00	3.00	3	3	3
Other Staff					
<b>Purchased Services</b>					
Rent	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	-	-	-	-	-
Other Facility Costs	-	-	-	-	-
Insurance	10,512.00	10,827.00	11,152.00	11,486.00	11,831.00
Management Fee	1,834,660.00	1,940,594.00	2,061,117.00	2,189,026.00	2,324,775.00
Sponsor Fee	58,360.00	61,916.00	65,689.00	69,691.00	73,938.00
Audit Fees	8,909.00	9,176.00	9,452.00	9,735.00	10,027.00
Contingency	-	-	-	-	-
Transportation	-	-	-	-	-
Legal	29,124.00	29,124.00	29,124.00	29,124.00	29,124.00
Marketing	-	-	-	-	-
Consulting	30,809.00	39,607.00	40,812.00	42,051.00	43,324.00
Salaries and Wages					
Employee Benefits					
Special Education Services					
Technology Services					
Food Services					
Other	847,897.00	871,150.00	895,098.00	919,767.00	945,173.00
<b>Total</b>	\$ 2,820,271.00	\$ 2,962,394.00	\$ 3,112,444.00	\$ 3,270,880.00	\$ 3,438,192.00



<b>Financial Metrics</b>					
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	3.05%	2.96%	3.35%	2.78%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	6.02%	6.02%	6.02%	6.03%
Growth in Non-Operating Receipts/Expenses	0.00%	2.75%	2.76%	2.76%	2.77%
Days of Cash	0.02	0.02	0.02	0.02	0.02

Fiscal Year 2024-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

#### Assumptions Narrative Summary

\*The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68 and 75

\*FTE Expected To Be 19 in FY2024 and Grow At 3% For the Remaining Years

\*State Basic Foundation Is Calculated By Multiplying the FTE To the Per Pupil Blended Average Revenue Amount, As According To the Community Settlement Reports, or \$10,493.25 Per Pupil.

\*Facilities Funding Will Be \$500/FTE for FY24-28

\*Management Fees Will Remain at 96% of Total Operating Revenues

\*Management Agreement with ACCEL

\*School Management Contract Expires 6/30/22 and Auto Renews For Two Consecutive Terms

\*Other Operating Revenues Include Miscellaneous Student Deposits for Fundraisers and Field Trips

\*Salaries and Wages Are a Purchased Service From the Management Company

\*The School Has No Benefits Due To Its Management Relationship

\*Rent Is Handled As Part of the Management Fee

\*Utilities Are Handled As Part of the Management Fee

\*Other Facility Costs Are Handled As Part of the Management Fee

\*Insurance Includes D&O And General Liability Insurance Premiums. Anticipated To Increase By 3% Per Year

\*Sponsor Fees Expected To Remain at 3% of Basic Foundation Aid with OCCS

\*Transportation Costs Are Handled As Part of the Management Fee

\*Legal Fees Are Anticipated To Rise By 3% Each Year Due To Inflation

\*Marketing Services Are Handled As Part of the Management Fee

\*Consulting Includes Treasury Services, Contracted Staff, Recruitment Costs, and Strategic Advising

\*Consulting Services Include Marcum LLP Treasury, Stephanie Ataya , Services through FY2028 at a 3% Inflation Increase.

\*The School Has No Other Purchased Services Due To the Contract Arrangement with the Management Company

\*The School Has No Supplies and Materials Costs Due To the Contract Arrangement with the Management Company

\*The School Does Not Anticipate Any Capital Outlay Costs

\*Other Operating Disbursements Include Bank Fees, Membership Fees, Any Non-Instructional Board Expenses, and other Miscellaneous Costs Not Classified In Any Other Category

\*Grant Funding Will Increase Steadily By 3% Each Year

\*Federal Grants Decrease in FY24 onwards Due To End of CARES ESSER Grants

\* The School Anticipates Total Expenditures Per FTE To Be The Following Over The Next 5 Years; FY2024 - \$14,316.10, FY2025- \$14,593.07, FY2026- \$14,892.08, FY2027- \$15,142.96, FY2028 \$15,487.35

\*The School Has No Debt and Does Not Foresee Any Debt

\*Board Stipends Will Be \$125 Per Meeting Through FY2028

\*As defined by the contractual management agreement discussed above, the school is responsible for purchased services relating to board funded expenses, director & officers insurance, auditing/treasury services, legal services, and board member stipend payments. All other expenditures are the responsibility of the Management Company



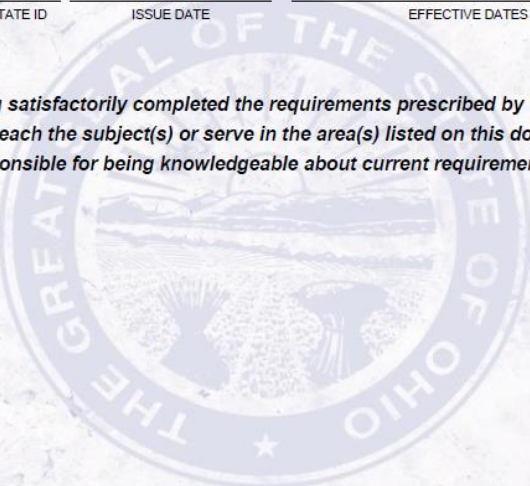
## Fiscal Officer License and Contact Information

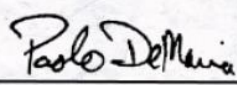
Stephanie Ataya  
3320 West Market Street, Suite # 300  
Fairlawn, OH 44333

Phone: (330) 364-8531  
Email: Stephanie.Ataya@marcumllp.com

STATE OF OHIO DEPARTMENT OF EDUCATION		
5 Year School Treasurer School Treasurer License		
STEPHANIE LYNN ATAYA		
THIS LICENSE AWARDED TO		
OH3101124	03/02/2020	07/01/2020 to 06/30/2025
EDUCATOR STATE ID	ISSUE DATE	EFFECTIVE DATES

*The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.*



  
Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

**Credential # 21824485**

Employers may verify this credential by going to Educator Profile on [education.ohio.gov](http://education.ohio.gov) and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.





Liberty Mutual Surety  
Attention: LMS Claims  
P.O. Box 34526  
Seattle, WA 98124  
Phone: 206-473-6210  
Fax: 866-548-6837  
Email: HOSCL@libertymutual.com  
www.LibertyMutualSuretyClaims.com

## PUBLIC OFFICIAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

No. **999151739**

That we Stephanie Ataya

of 521 Brentwood Blvd., Copley, OH 44321

(Insert Full Name [top line] and Address [bottom line] of Principal)

, as Principal and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire, (hereinafter called the Surety, are held and firmly bound unto State of Ohio for Riverside Academy

3280 River Road, Cincinnati, OH 45204

(Insert Full Name [top line] and Address [bottom line] of Obligee)

in the aggregate and non-cumulative penal sum of Twenty-five Thousand Dollars And Zero Cents

(\$25,000.00) DOLLARS, for the payment of which, well and truly

to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has been elected or appointed to (or holds by operation of law) the office of Treasurer

for a term

beginning on October 20, 2022 and ending on October 20, 2023.

**Now, therefore, the condition of this Obligation is such** that if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to State of Ohio for Riverside Academy

3280 River Road, Cincinnati, OH 45204

and this bond

shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designed by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

SIGNED, SEALED and DATED August 10, 2022.

Stephanie Ataya

The Ohio Casualty Insurance Company



By: Timothy A. Mikolajewski

Timothy A. Mikolajewski

Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

## POWER OF ATTORNEY

Principal: Stephanie Ataya

Agency Name: Hylant Group Inc.

Bond Number: 999151739

Obligee: State of Ohio for Riverside Academy

Bond Amount: (\$25,000.00) Twenty-five Thousand Dollars And Zero Cents

**KNOW ALL PERSONS BY THESE PRESENTS:** that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: 

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: 

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Company this 10th day of August, 2022.



By: 

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.





**Accounting Policies and Procedures Manual**  
**Description of Internal Control Procedures**

Rev. January 13, 2023



## ***Accounting Policies and Procedures***

### **FISCAL MANAGEMENT OVERVIEW**

The Fiscal Officer/Finance Department strives to reflect sound economic and accounting policies in the operation of the Schools. The Schools believe that having established procedures and strong internal controls are integral parts of delivering their educational models and achieving their mission of serving the youth.

The following specifically addresses the policies, procedures, and internal control practices the Schools will follow.

### **FISCAL MANAGEMENT PROCEDURES**

#### **I. Purchasing**

The Fiscal Officer is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

The purchasing process is initiated when a School Administrator presents a proposal to the Board for approval of a purchase. Once approved by the Board, the order is placed by the School Administrator in collaboration with the Fiscal Officer. This collaborative effort ensures that the Board's requirements regarding that purchase are being met.

#### **II. Accounts Payable**

All vendor invoices are received and retained by the Finance Department. Once an invoice is received, it is coded within the accounting system, and placed aside to be paid. Once per week, checks are issued for all invoices received that week.

A weekly check run is approved by the School Treasurer via email. The email includes a listing of the bills to be paid. After approval, bills are then paid via Bill.Com.

No manual checks are issued without the authorization of the Fiscal Officer.

All bank accounts are reconciled on a monthly basis by the Fiscal Officer. The Fiscal Officer then reviews, approves, and signs the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.



### **III. Travel**

Employees and Board Members of the School are entitled to reimbursement of business-related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by Finance Department) and completed with all required information (dates, places, business purpose, and amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to confirm the occurrence of the expense.

### **IV. Cash Receipts**

All checks received by the School are submitted to the Fiscal Officer (or his designee) at the time of receipt. The checks are then marked “for deposit only” and secured in a locked drawer until the deposit is made.

Checking accounts are reconciled monthly in order to keep an accurate record of bank activity.

All cash collections are deposited into the appropriate bank account on a regular basis. The Fiscal Officer then records all deposits to the general ledger.

**The majority of cash collections will be received electronically by the School’s bank via EFT/ACH. Such deposits will be recorded to the general ledger at the time of receipt.**

### **V. Accounts Receivable**

To the extent required, the Finance Department will provide general invoices to outside entities/agencies. Such invoices will be generated through the accounting system, reviewed by the Fiscal Officer and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close the outstanding amount in the accounting system.

### **VI. Investments**

The School will maintain monies and cash balances in an interest-bearing checking account. Interest generated on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded to the general ledger when the credit is received.

*Note: Initially, the School will not maintain any investments beyond interest-bearing instruments available through its financial institution. At such a time that the school is able to consider a*



*more diverse investment strategy, a Board-Approved Investment Policy will be put in place to specifically address the types of instruments the School will be invested in as permitted by law.*

## **VII. Fixed Assets**

The School will follow a policy of capitalizing individual assets costing greater than \$5,000.

The School, through the direction of the Fiscal Officer, will use a fixed asset database to maintain a record of all assets meeting the criteria for capitalization and owned by the school.

The database shall include the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Location
- Estimated life

All depreciation related to the maintaining of these assets will be calculated by the database.

## **VIII. Grant Programs**

All applications for supplemental grant funding through State and/or Federal sources requires approval of the Board.

At the Board's annual meeting, they will authorize the designated administrator to apply for and manage all federal and state grant awards for the year. New awards throughout the fiscal year require additional Board approval before the applications are submitted. Budgets are presented to the School's governing board and then forwarded to the State Department of Education for approval.

The designated CCIP administrator monitors grant award budgets, acts as a control agent, and is responsible for monitoring any specific compliance issues related to the grant.

## **IX. Month End Procedures**

On a monthly basis, the Fiscal Officer will produce a set of standard financial statements that will consist of no less than the following components:

- Statement of Net Position (Balance Sheet)
- State of Changes in Net Position (Income Statement)
- Budget versus Actual Comparison
- Check Register
- Bank Reconciliation



These documents are presented to the Board for approval at the regularly scheduled meetings.

## ***Internal Control Policies and Procedures***

The Finance Department has established the following additional procedures to maintain internal control over the following two areas:

### **I. AUDIT**

The School will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform their audit in accordance with Generally Accepted Accounting Principles (GAAP), General Accepted Auditing Standards (GAAS). And Government Auditing Standards to determine whether the financial statements fairly present the financial position of the School, whether internal controls over financial reporting have been properly designed and implemented, and whether the School has complied with all applicable laws and regulations.

### **II. BUDGET**

The School will prepare and adopt an annual budget. The operating budget is prepared under the direction of the Board and the Fiscal Officer. The final decision-making authority with regard to budget issues rests with the Board, with input from the Fiscal Officer.

Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Board for approval. Once approved, the change is recorded in the budget and the financial records of the School by the Fiscal Officer. A revised budget is then issued and becomes the operating budget for the School.

At each regular meeting of the Board and upon close of each fiscal year, the Fiscal Officer determines the actual position as compared to the budget and presents the results to the Board.



## FIFTH AMENDMENT TO MANAGEMENT AGREEMENT

THIS FIFTH AMENDMENT TO MANAGEMENT AGREEMENT ("Amendment") is entered into this \_\_\_ day of May, 2020, by and between Accel Schools Ohio LLC, a Delaware limited liability company (the "Company"), and Riverside Community School, Inc., an Ohio non-profit corporation (the "School" or "Non-Profit") (collectively referred to as the "Parties"). The Parties hereby agree as follows:

### WITNESSETH:

WHEREAS, the School and HA Riverside, LLC entered into a Management Agreement concerning the operations of Riverside Community School dated July 1, 2005, which was subsequently amended on March 10, 2009, April 7, 2011, August 2013, and June 2014 (as so amended, the "Agreement"); and

WHEREAS, HA Riverside, LLC assigned its rights, duties and obligations under the Agreement to the Company on August 30, 2017; and

WHEREAS, the Parties wish to extend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Incorporation by Reference. The preamble to this Amendment is incorporated by reference as if fully set forth herein.
2. Amendment to Section 1 of the Agreement. Section 1 of the Agreement is amended in its entirety to read as follows:
  1. Term. This Agreement shall end on June 30, 2023. Thereafter, this Agreement shall automatically renew for an additional term of three (3) years, which shall expire on June 30, 2026, unless one Party notifies the other Party on or before December 1, 2022 of its intent to non-renew this Agreement.
3. Entire Agreement. The Agreement, as amended by this Amendment, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose.
4. Parties Bound. This Amendment shall be binding upon and inure to the benefit of the Company, the School, their representatives, successors and assigns.
5. Governing Law. The laws of the State of Ohio, without regard to its conflict of law doctrines, shall govern the validity, construction, enforcement and interpretation of the Amendment.
6. Counterparts. This Amendment may be executed electronically and/or in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.



7. Defined Terms. For all purposes of the Agreement and this Amendment, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

8. Conflict. Except as hereby amended, the Agreement shall remain unchanged and in full force and effect. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

NON-PROFIT:

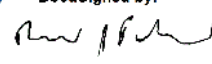
Riverside Community School, Inc.



By: Durk Rorie  
Its: Board President

COMPANY:

Accel Schools Ohio LLC

DocuSigned by:  
  
2CC4B9E0F9C0481...

By: Ronald Packard  
Its: Chief Executive Officer



**FOURTH AMENDMENT TO  
THE MANAGEMENT AGREEMENT**

THIS FOURTH AMENDMENT TO THE MANAGEMENT AGREEMENT (the "Amendment") is made this \_\_\_ day of June 2014, by and between HA Riverside, LLC, a Nevada limited liability company (the "Company"), and Riverside Community School, Inc., an Ohio nonprofit corporation ("School" or "Non-Profit").

WITNESSETH:

WHEREAS, Company and Non-Profit are parties to a Management Agreement concerning the operations of Riverside Community School dated July 1, 2005, which was subsequently amended on March 10, 2009, April 7, 2011, and August 2013 (as so amended, the "Agreement"); and

WHEREAS, the parties wish to amend and extend the Agreement subject to the terms contained herein.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the parties hereto agree as follows:

1. Incorporation by Reference. The preamble to this Amendment is incorporated by reference as if fully set forth herein.

2. Amendment to Section 1 of the Agreement. Section 1 of the Agreement is amended, in its entirety to read as follows:

"1. Term. The Notice dated January 29, 2014 concerning non-renewal of the Agreement is hereby withdrawn by the School and the Parties agree that same shall be without effect. This Agreement shall end on June 30, 2017. Thereafter, this Agreement shall automatically renew for an additional term of three (3) years, which shall expire on June 30, 2020, unless one party notifies the other party on or before February 1, 2017 of its intent to non-renew this Agreement."

3. Amendment to Section 8 of the Agreement. Effective July 1, 2014, Section 8(a) of the Agreement is amended, in its entirety to read as follows:

"8. Fees.

(a) Continuing Fee. As used in this Agreement, "Qualified Gross Revenues" shall mean all revenue received by the School from the State or any political subdivision, county, agency, department, or bureau of the State pursuant to the Constitution of the State of Ohio, the Ohio Revised Code, the Ohio Administrative Code, and/or any other state or local law



whether on a per-student basis or otherwise, including, without limitation and for example only, casino and school facility funding. Qualified Gross Revenues do not include student fees, charitable contributions, and/or PTA/PTO income, Federal Title Programs and such other federal, state, and local government funding designated to compensate the School for the education of its students and other miscellaneous revenue received, including a grant from any person or organization other than the federal, state or local government. The School or PTA/PTO shall retain 100% of those items not considered Qualified Gross Revenues, excluding Federal Title Programs and such other federal, state, and local government funding designated to compensate the Schools for the education of its students, including but not limited to lunch program revenue, which shall be fully paid to the Company. As used in this Agreement, "School Year" shall mean the annual term commencing on July 1 of each year and ending on the following June 30.

Each month, the School shall distribute the revenue it receives as follows: (1) to the extent required by the Community School Contract, an amount equal to Three Percent (3%) of the total amount of payments for operating expenses that the school receives from the state pursuant to Section 3314.03(C) or 3314.029(B) of the Ohio Revised Code, as applicable, to the Sponsor (the "Sponsor Fee"); (2) an amount equal to ninety-five and 50/100 percent (95.5%) of the Qualified Gross Revenues to the Company as a management, consulting, and operation fee (the "Continuing Fee") (in the event that the Sponsor Fee is ever reduced for any reason, One Hundred Percent (100%) of any resulting increase in Qualified Gross Revenues shall be paid to the Company as additional Continuing Fees); and (3) the remainder of the revenues not distributed according to (1) and (2), above, shall be retained by the School (the "School Revenues").

Each month the School shall pay first from the School Revenues the School's usual, customary, and/or historical expenses, which must be reasonable, including but not limited to auditor's fees, attorney's fees, legal notice fees, insurance premiums, board stipends, and other miscellaneous fees such as membership dues etc. (the "School Expenses"). In the event that School Revenues are insufficient to pay the monthly School Expenses the School's duly appointed Treasurer shall, after paying the Sponsor Fee, pay the School Expenses first before paying the Continuing Fee and shall enter upon the School's books a Continuing Fee Payable for any portion of the Continuing Fee that has not been paid by the School. Periodically in the discretion of the Treasurer, but no later than the end of the Fiscal Year, School Revenues shall be used to reduce to zero if possible the Continuing Fee Payable. At the end of each fiscal year, the balance of any Continuing Fee Payable incurred during the Fiscal Year shall be forgiven by operation of this Agreement.



The parties agree that the School Expenses do not include extraordinary expenses and/or any expenses that could not be reasonably foreseen by both parties at the time of this Amendment. Except as otherwise provided in the Management Agreement, in the event of a dispute between the School and the Company, each shall be responsible for its own attorney's fees and all attorney's fees related to the dispute shall not be School Expenses. The foregoing sentence shall not preclude the recovery of attorney's fees that either party may otherwise be entitled to under the Agreement or pursuant to a Court order.

- i. Payment of Costs. Except as otherwise provided in this Agreement, all costs incurred in providing the educational program at the School shall be paid by the Company. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, computer and other equipment, software, supplies, building payments, maintenance, and capital improvements. It is understood that at the School's election, upon termination of this Agreement all personal property used in the operation of the School and owned by the Company or one of its affiliates, other than proprietary materials owned by the Company, may become the property of the School free and clear of all liens or other encumbrances upon the School paying to the Company an amount equal to the "remaining cost basis" of the personal property on the date of termination. The "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company. In the event that School purchases the personal property it must purchase all of said personal property, except any proprietary materials, and must also exercise the School's Option to Lease the School Facility pursuant to Section 12 (b).
- ii. Property Owned by the School. The property purchased by the School shall continue to be owned by the School and marked or tagged as such by the Company. No property owned by the School may be disposed of without the consent of the Board of Directors. The Company shall maintain records regarding the ownership of its property used in School operations. Any property located at the School, for which no tags or proof of ownership exist, is deemed to belong to the School."



4. All Other Terms and Conditions. All terms and conditions of the Agreement not specifically amended or modified herein shall remain in full force and effect. All capitalized terms contained herein shall have the meanings attributed to them in the Agreement, unless specifically otherwise defined herein.

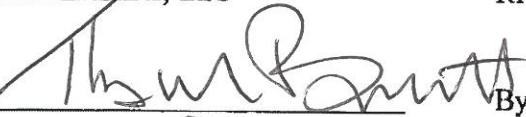
IN WITNESS WHEREOF, the parties hereto have entered into this Amendment as of the date first set forth above.

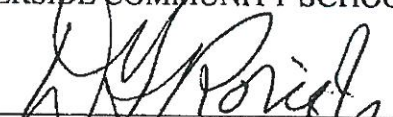
COMPANY:

SCHOOL / NON-PROFIT:

HA RIVERSIDE, LLC

RIVERSIDE COMMUNITY SCHOOL, INC.

By: 

By: 

Its: CEO

Its: President of Board



## AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT TO MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this \_\_\_<sup>th</sup> day of August 2013, by and between HA Riverside, LLC, a Nevada limited liability company (the "Company") and Riverside Community School, Inc. d.b.a. Riverside Academy, an Ohio non-profit corporation (the "School" collectively referred to with the Company as the "Parties"). The Parties hereby agree as follows:

### WITNESSETH:

WHEREAS, the School and WHLS of Ohio, LLC, ("WHLS") the Company's parent, have entered into that certain Management Agreement dated July 1, 2005 (the "Management Agreement"), pursuant to which the Company, as agent for WHLS of Ohio, LLC, has managed the School's operations; and

WHEREAS, the Parties entered into that certain Amendment to Management Agreement dated March 10, 2009 (the "2009 Amendment"), which extended the term of the Management Agreement and assigned to the Company all of WHLS' rights and obligations under the Management Agreement; and

WHEREAS, it has come to the attention of the Parties that the address of the School Facility identified in Section 2(a)(i) of the Management Agreement is incorrect; and

WHEREAS, the Parties desire to amend the Management Agreement to correctly identify the location of the School Facility.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree to amend the Management Agreement as follows:

1. Paragraph 2(a)(i) of the Management Agreement shall be deleted in its entirety and replaced with the following:

"The School Facility will be located at 3280 River Road, Cincinnati, Ohio 45204 ("School Facility") and it shall be used to carry out the terms and conditions of the Contract and for education related purposes not inconsistent with the Contract, unless otherwise authorized by the Board of Directors."

2. Entire Agreement. The Management Agreement, as amended, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose.

3. Parties Bound. This Amendment and the Management Agreement shall be binding upon and inure to the benefit of the Parties and their personal representatives, successors and assigns.



4. Governing Law. The laws of the State of Ohio, without regard to its conflict of law doctrines, shall govern the validity, construction, enforcement and interpretation of the Management Agreement and the First Amendment.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6. Defined Terms. For all purposes of the Management Agreement and this Amendment, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms used but not defined herein shall have the meanings assigned to them in the Management Agreement.

7. Conflict. Except as hereby amended, the Management Agreement shall remain unchanged and in full force and effect. If there is any conflict between the terms and provisions of the Management Agreement and the terms and provisions of this Amendment, this Amendment shall control.


IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

COMPANY:

Riverside Community School, Inc.

HA Riverside, LLC

  
By: Durk Rorie  
Its: Board President

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: President



## AMENDMENT TO THE MANAGEMENT AGREEMENT

THIS AMENDMENT TO THE MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 7 day of April, 2011, by and between HA Riverside, LLC, a Nevada limited liability company (the "Company") and Riverside Community School, Inc., an Ohio not-for-profit corporation (the "Non-Profit") (collectively referred to as the "Parties"). The Parties hereby agree as follows:

### WITNESSETH:

WHEREAS, the Parties entered into a Management Agreement (the "Management Agreement ") dated July 1, 2005 for the operations of Riverside Community School, Inc.; and,

WHEREAS, the Parties desire to modify the Management Agreement for the purpose of utilizing the Education Jobs Fund Program dollars established pursuant to Public Law Number 111-226 ("Ed Jobs").

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree to amend the Management Agreement as follows:

1. Paragraph 3(a) of the Management Agreement shall be modified to permit the employment by the Non-Profit of school level employees who are funded by the Ed Jobs.

2. During the term of this Agreement, the Company and Non-Profit will enter into a letter agreement which will outline how Company savings (if any) will be invested in the Non-Profit. The Company agrees that any assets purchased with this additional one time investment will belong solely to the Non-Profit.

3. The Company agrees to indemnify, defend and hold harmless the Non-Profit from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the Non-Profit as a result of the Non-Profit's participation in Ed Jobs, including but not limited to those relating to the Non-Profit's use of personnel paid for with Ed Jobs funds. The Company shall have the right, at its option and expense, to participate in the defense of such a proceeding or claim, but not to control the defense, negotiation or settlement thereof, which control shall at all times rest with the Non-Profit. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such proceeding or claim. This indemnification provision shall survive the termination, expiration or cancellation of the Management Agreement or any Amendment thereto.



4. The Company agrees to provide payroll administration for the Non-Profit's employees at no additional cost. In connection therewith the Company shall establish separate accounts necessary for the payment of all payroll taxes, both federal and state, unemployment, workers compensation and any other necessary accounts deemed necessary by the Parties.

5. The Parties agree that this Amendment will expire upon the Non-Profit's expenditure of the Education Jobs Fund Program funding. The Parties agree that except as otherwise provided herein at the termination of the Education Jobs Fund Program funding, this Amendment will terminate.

6. The Parties agree to cooperate in the preparation and submission of any documents required by State and/or Federal law due to this Amendment.

7. The Parties agree to comply with all rules and regulations relating to the Ed Jobs program.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

9. Defined Terms. For all purposes of the Management Agreement and this Second Amendment, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms used but not defined herein shall have the meanings assigned to them in the Management Agreement.

10. Conflict. Except as hereby amended, the Management Agreement shall remain unchanged and in full force and effect. If there is any conflict between the terms and provisions of the Management Agreement and the terms and provisions of this Amendment, this Amendment shall control.

11. This Amendment may not be modified further unless agreed to in writing and signed by the Board of Directors and the Company.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

NON-PROFIT:

COMPANY:

Riverside Community School, Inc.

HA Riverside, LLC

By: 

Its: Board President

By: 

Its: President



## AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT TO MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 10<sup>th</sup> day of March 2009, by and between HA Riverside, LLC, a Nevada limited liability company (the "Company") and Riverside Community School, Inc. d.b.a. Riverside Academy, an Ohio non-profit corporation (the "School" collectively referred to with the Company as the "Parties"). The Parties hereby agree as follows:

### WITNESSETH:

WHEREAS, the School and WHLS of Ohio, LLC, the Company's parent, have entered into that certain Management Agreement dated July 1, 2005 (the "Prior Agreement"), pursuant to which the Company, as agent for WHLS of Ohio, LLC, has managed the School's operations; and

WHEREAS, WHLS is herewith assigning to the Company, and the Company is herewith assuming, all of WHLS' rights and obligations under the Prior Agreement, provided that nothing herein shall release WHLS from any obligations or liabilities that arose during the Prior Agreement; and

WHEREAS, the Parties desire to extend the Prior Agreement to continue providing educational services in the state of Ohio through the operation of the Riverside Academy; and

WHEREAS, the Parties wish to amend the Prior Agreement.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree to amend the Prior Agreement as follows:

1. Paragraph 1 of the Prior Agreement shall be deleted in its entirety and replaced with the following:

"Term. The term of this Agreement shall be divided into two phases:

A. Initial Extended Phase. The Initial Extended Phase, which shall commence on the date of this Agreement and shall remain in effect through the last day of the fiscal year ending June 30, 2014; and

B. The Renewal Phase. The Renewal Phase, shall automatically renew this Agreement for two (2) additional, five (5) year terms unless one party notifies the other party on or before February 1 prior to the expiration of the then-current term of its intention to not renew this Agreement.

i. Renewal Phase I will remain in effect through June 30, 2019, and

ii. Renewal Phase II will provide an additional five (5) year term through June 30, 2024."



2. Paragraph 8 (a) of the Management Agreement shall be deleted in its entirety and replaced with the following:

"8. Fees.

a. Management, Consulting and Operation Fee. The School shall pay a monthly continuing fee (the "Continuing Fee") to the Company of Ninety Seven Percent (97%) of the revenue per student received by the School from the State of Ohio Department of Education pursuant to Title 33 of the Ohio Revised Code (the "Code") and any other statute applicable to Community Schools as defined in the Code (the "Qualified Gross Revenues"). Qualified Gross Revenues do not include: Student fees, charitable contributions, PTA/PTO income, Federal Title Programs and such other federal, state and local government funding designated to compensate the School for the education of its students and other miscellaneous revenue received. The School shall retain 100% of those items not considered Qualified Gross Revenues, excluding Federal Title Programs and such other federal, state and local government funding designated to compensate the School for the education of its students, including, but not limited to any remaining start-up grants, and lunch program revenue, which the Company shall receive. The Continuing Fee shall be paid on or before the 15<sup>th</sup> day of each month based upon an estimate of monthly Qualified Gross Revenues agreed upon by School and Company subject to semi-annual reconciliation based upon actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

Notwithstanding the above, prior to paying to the Company any of the above referenced fees, the School shall deduct and pay to the Sponsor any sponsorship fees due under the Contract.

- i. Payment of Costs. Except as otherwise provided in this Agreement, all costs incurred in providing the educational program at the School shall be paid by the Company. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, computer and other equipment, software, supplies, building payments, maintenance, and capital improvements. It is understood that at the School's election, upon termination of this Agreement all personal property used in the operation of the School and owned by the Company or one of its affiliates, other than proprietary materials owned by the Company, may become the property of the School free and clear of all liens or other encumbrances upon the School paying to the Company an amount equal to the "remaining cost basis" of the personal property on the date of termination. The "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications:



computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company. In the event that School purchases the personal property it must purchase all of said personal property, except any proprietary materials, and must also exercise the School's Option to Lease the School Facility pursuant to Section 12 (b).

- ii. Property Owned by the School. The property purchased by the School shall continue to be owned by the School and marked or tagged as such by the Company. No property owned by the School may be disposed of without the consent of the Board of Directors. The Company shall maintain records regarding the ownership of its property used in School operations. Any property located at the School, for which no tags or proof of ownership exist, is deemed to belong to the School."

3. Subparagraph (f) of Paragraph 11 shall be deleted in its entirety and replaced with the following:

"(f) A material reduction in per pupil funding available from the State of Ohio below the Formula Amount as defined in Ohio Revised Code Section 3317.02 for the fiscal year in which this Management Agreement begins."

4. Entire Agreement. The Management Agreement, as amended by this Amendment, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose.

5. Parties Bound. This First Amendment and the Management Agreement shall be binding upon and inure to the benefit of the Parties and their personal representatives, successors and assigns.

6. Governing Law. The laws of the State of Ohio, without regard to its conflict of law doctrines, shall govern the validity, construction, enforcement and interpretation of the Management Agreement and the First Amendment.

7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

8. Defined Terms. For all purposes of the Management Agreement and this Amendment, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms used but not defined herein shall have the meanings assigned to them in the Management Agreement.

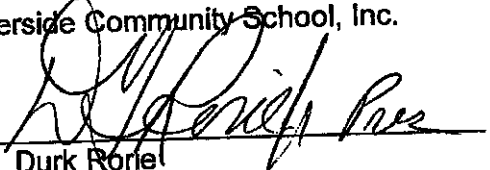


9. Conflict. Except as hereby amended, the Management Agreement shall remain unchanged and in full force and effect. If there is any conflict between the terms and provisions of the Management Agreement and the terms and provisions of this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

Riverside Community School, Inc.

  
By: Durk Rorie  
Its: Board President

COMPANY:

HA Riverside, LLC

  
By: Valentin L. Messer, Jr.  
Its: President



## **MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of July 1, 2005, by and between WHLS of Ohio, LLC, a Nevada limited liability company ("Company") and Riverside Community School, Inc. d.b.a. Riverside Academy, an Ohio non-profit corporation ("School").

### **WITNESSETH:**

WHEREAS, the School is organized as a community school under Chapter 3314 of the Ohio Revised Code (the "Code"); and

WHEREAS, the School has entered into a Community School Contract with the Ohio Council of Community Schools ("OCCS") and the University of Toledo Board of Trustees ("UT Board")(the "Contract"); and

WHEREAS, the Contract provides a fixed fee per student to educate said students; and

WHEREAS, the Ohio Department of Education does not provide funding for facilities and equipment to open a school; and

WHEREAS, the School does not have the financial resources to hire and train personnel, purchase furniture, equipment, software and materials, and perform other actions necessary to properly open, run and maintain a community school; and

WHEREAS, the Company has such financial resources and is willing to commit the financial resources necessary to open, run and maintain a community school as provided for herein; and

WHEREAS, in addition to the Company's willingness to provide financial resources necessary to open, run and maintain the School as provided herein, the Company is experienced in providing valuable educational, managerial and consulting services and has expertise available for consultation which would not normally be available; and

WHEREAS, the School desires to obtain such financial resources, services and expertise from the Company and the Company desires to provide the same to the School.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term. This Agreement shall continue from year to year unless terminated with or without cause by either Party. Either Party may terminate this Agreement



without cause effective as of June 30 by notifying the other Party on or before February 1<sup>st</sup> of the same year of its intent to terminate this Agreement.

2. Contract. The School hereby contracts with the Company, to the extent permitted by law, to provide the School all functions relating to the provision of educational services and the management and operation of the School in accordance with the terms of the Contract. The Company will assume all financial risk associated with the day-to-day operation of the School, except as otherwise set forth herein. The Company shall provide the School the following services in accordance with the Contract subject to the approval of the School's Board of Directors where indicated:

a. School Facility:

- i. The School will be located at 7710 Reading Road, Cincinnati, Ohio 45237 ("School Facility") and it shall be used to carry out the terms and conditions of the Contract, and for education related purposes not inconsistent with the Contract, unless otherwise authorized by the Board of Directors.
- ii. The location of the School Facility or the number of square feet used at the School Facility shall not change materially without the express approval of the Board of Directors, which approval shall not be unreasonably withheld;
- iii. Upon the recommendation of the Company and subject to approval by the Board of Directors, which approval shall not be unreasonably withheld, the Company may move or expand the School Facility by leasing or purchasing a suitable facility for the School's operations as defined in the Contract;
- iv. The Company shall present for annual approval by the Board of Directors a Capital Improvements Plan for the School and, following Board approval, shall execute said Plan as it relates to the School's physical plant layout, maintenance and capital improvements as needed for the School's operations and the safety, health and welfare of the School's students.

b. Equipment:

- i. The Company shall purchase or lease on behalf of the School all furniture, computers, software, equipment, and other personal property necessary for the operation of the School.



c. Education Management and Consulting:

- i. Provide day-to-day management of the School, in accordance with the terms of the Contract, the non-profit purpose of the School and subject to the direction given by the School's Board of Directors;
- ii. Assist the Board of Directors in preparation of the budget for submission to the Board of Directors for approval;
- iii. Consulting and liaison services with OCCS, the Ohio Department of Education and other governmental and quasi-governmental offices and agencies;
- iv. Advisory services regarding special education and special needs students, programs, processes and reimbursements;
- v. EMIS monitoring, consultation and ongoing compliance with EMIS requirements;
- vi. Drafting of operations manuals, forms parent student handbooks, and management procedures, as the same are from time to time developed by the Company and as approved or requested by the Board of Directors;
- vii. Assist the Board of Directors in identifying and applying for grants and cooperate with any grants consultant separately engaged by the Board of Directors;
- viii. Coordination and cooperation with other Advisors engaged by the Board of Directors including but not limited to attorneys, accountants, auditors, and educational consultants;
- ix. Annual preparation or update of a strategic plan for the School in consultation with the Board of Directors, which defines how the Company will meet the requirements in the Contract, including but not limited to State and Federal requirements related to academic progress, attendance and graduation rates (the "Strategic Plan"); and
- x. Such other reasonable management and management consulting services as are from time to time requested by the Board of Directors and mutually agreed upon by the School and the Company, including but not limited to attendance at Board of Directors meetings as requested.

d. Technology and Operational Support Services:



- i. Acquisition of technology and systems;
- ii. Integration of technology with curriculum;
- iii. Ongoing teacher training with respect to technology;
- iv. Advice on admissions and expulsion procedures, including utilization of forms and systems;
- v. Consultation and advice in implementing accounting and bookkeeping systems and preparing for annual audits as required by the State of Ohio;
- vi. Quality data tracking, tying together all school data as the Company's system is developed;
- vii. Training of employees, including the School principal, teachers and assistants through the services of the Company's professional and curriculum development staff;
- viii. Access to Company supply sources to obtain centralized purchasing discounts where applicable and available;
- ix. Such other technology support services as are from time to time requested by the Board and mutually agreed upon.

e. The Company shall report to the Board of Directors on the following:

- i. Preparation of monthly financial statements in accordance with state and federal laws and the Contract and assist the board with the annual audit in accordance with AOS Bulletin 2004-009;
- ii. Compliance with the Contract and the No Child Left Behind Act and Ohio laws related to student achievement and performance following the administration of each test or site visit;
- iii. Annual School Facility report including budgets for capital improvements and purchases of equipment;
- iv. The results of TABE or other standardized tests required pursuant to the Contract with OCCS;
- v. Results of parent and other surveys;



- vi. Periodic reports on student performance, subject to the laws governing individual confidentiality;
- vii. Annual update of the School's Strategic Plan;
- viii. Teacher retention and turnover;
- ix. Student retention and turnover;
- x. Student Teacher ratio;
- xi. Attendance;
- xii. Expulsions and suspensions;
- xiii. Graduation Rate, where applicable; and
- xiv. Additional Reporting required by the Contract.

f. Attendance and Academic Standards. It is the goal of the School to exceed the attendance and academic standards as set forth in Exhibits 4 and 5 to the Contract. In order to promote the academic success of the School's students in every academic subject, the Company shall research and obtain or develop curriculum aligned with Ohio's academic content standards and representing "best practices" in each academic subject;

g. Student Recruitment. The Company shall be responsible for the recruitment of students subject to general recruitment and admission policies stated in the Contract or as approved by the Board of Directors. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

### 3. Personnel and Training.

a. Personnel Responsibility. All personnel shall be employed by the Company. In addition to all of the duties assumed by the Company pursuant to Section 2 above, and subject to the Contract, except as otherwise provided herein, the Company shall also have the responsibility and authority to determine staffing levels, and to select, evaluate, hire, assign, discipline, transfer and terminate personnel, consistent with state and federal law, provided, however, the Company shall promptly inform the Board of major personnel changes and shall respond promptly to Board inquiries regarding any such personnel changes.

b. School Principal. The Company will have the authority, consistent with state law, to select and supervise the School Principal and to



hold him or her accountable for the success of the School. The employment contract with the School Principal, and the duties and compensation of the School Principal shall be determined by the Company, and shared with the Board of Directors upon request. The Company will share on a confidential basis with the Board of Directors its performance reviews and assessment of the Principal and shall provide prior notice of the transfer or dismissal of the Principal.

- c. Teachers. Prior to the commencement of each school year under this Agreement, and subject to the Contract the Company shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the School. The Company shall employ such teachers qualified in the grade levels and subjects required, as are required by the state and federal law. The curriculum taught by such teachers shall be the curriculum set forth in the Contract or as otherwise approved by the Board of Directors. The Company shall work with each teacher to develop an Individualized Teaching Plan focused on professional growth and development and on increasing student achievement. Such teachers may, in the discretion of the Company, work at the School on a full or part time basis.
- d. Support Staff. Prior to the commencement of each school year under this Agreement, and subject to the Contract, the Company shall determine the number and functions of support staff, as are required for the operation of the School. The Company shall employ such staff. Such support staff may, in the discretion of the Company, work at the School on a full or part time basis.
- e. Personnel Compensation. The Company shall employ and compensate the personnel who perform services at the School. If the Company fails to pay said compensation, the School, in its sole discretion, may pay such compensation and offset the amount by withholding an equal amount from the fees owed to the Company under this Agreement. For purposes of this Agreement, compensation shall include salary, fringe benefits, state and federal tax withholdings and retirement programs pursuant to the Ohio Revised Code ("Code").
- f. Training. The Company shall continuously improve its teaching methodologies to reflect "best practices" in all subject areas and shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. The Company shall continue its tuition reimbursement program for educators who qualify. Non-instructional personnel



shall receive such training as the Company determines to be reasonable and necessary under the circumstances.

4. Responsibility. In providing services required by this Agreement, the Company must observe and comply with all applicable federal, state and local statutes, and the Articles of Incorporation of the School, including, but not limited to, the requirement that the School maintain tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986. The Company shall be responsible and accountable to the School's Board of Directors and to OCCS on the Board's behalf for the administration, operation and performance of the School in accordance with the Contract.

5. Insurance and School Responsibilities.

- a. The Company. The Company shall comply at the Company's expense with the insurance requirements set forth in the Contract and shall maintain, at Company's expense, such commercial general liability insurance, naming the School as the insured or as an additional insured on a Company policy, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate and excess umbrella liability insurance of not less than ten million dollars (\$10,000,000.00) per occurrence and fifteen million dollars (\$15,000,000.00) aggregate. Each such policy shall name the School as an insured or an additional insured and a certificate of insurance specifying same shall be provided within thirty (30) days of the execution of this Agreement. All such policies of insurance required to be maintained by Company shall be by responsible companies of recognized standing authorized to do business in the jurisdiction where the Company is performing services and shall be written in standard form and shall provide that the policies shall not be cancelable except upon thirty (30) days written notice to the School. Upon the School's request, the Company shall deliver to the School a copy of such policies and other written confirmation acceptable to School, together with evidence that the insurance premiums have been paid.
- b. The School. The School will be responsible for its directors' and officers' insurance, legal fees for the representation of the Board of Directors general corporate matters, accounting, audit, tax and consulting fees for the School and other expenses approved by the Board of Trustees.



- c. Notice of Claims. The Company shall notify the Board of Directors about any claim or potential claim involving the School or any students, parents, teachers, principals or their supervisors. On any claim arising out of the negligence, recklessness or intentional misconduct of the Company or its employees, the Company shall pay the deductibles on all Company and Board owned insurance policies.

7. Authority. The Company shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.

8. Fees.

- a. Management, Consulting and Operation Fee. The School shall pay a monthly continuing fee (the "Continuing Fee") to the Company of Ninety Seven Percent (97%) of the revenue per student received by the School from the State of Ohio Department of Education pursuant to Title 33 of the Ohio Revised Code (the "Code") and any other statute applicable to Community Schools as defined in the Code (the "Qualified Gross Revenues"). Qualified Gross Revenues do not include: Student fees, charitable contributions, PTA/PTO income, Federal Title Programs and such other federal, state and local government funding designated to compensate the School for the education of its students and other miscellaneous revenue received. The School shall retain 100% of those items not considered Qualified Gross Revenues, excluding Federal Title Programs and such other federal, state and local government funding designated to compensate the School for the education of its students, including, but not limited to any remaining start-up grants, and lunch program revenue, which the Company shall receive. The Continuing Fee shall be paid on or before the 15<sup>th</sup> day of each month based upon an estimate of monthly Qualified Gross Revenues agreed upon by School and Company subject to semi-annual reconciliation based upon actual revenue received (including the final month of the term, even though the payment may be made beyond expiration of the term).

- i. Payment of Costs. Except as otherwise provided in this Agreement, all costs incurred in providing the educational program at the School shall be paid by the Company. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, computer and other equipment, software, supplies, building payments, maintenance, and capital improvements. It is understood that at the School's election, upon



termination of this Agreement all personal property used in the operation of the School and owned by the Company or one of its affiliates, other than proprietary materials owned by the Company, may become the property of the School free and clear of all liens or other encumbrances upon the School paying to the Company an amount equal to the "remaining cost basis" of the personal property on the date of termination. The "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company. In the event that School purchases the personal property it must purchase all of said personal property, except any proprietary materials, and must also exercise the School's Option to Lease the School Facility pursuant to Section 12 (b).

- ii. Property Owned by the School. The property purchased by the School shall continue to be owned by the School and marked or tagged as such by the Company. No property owned by the School may be disposed of without the consent of the Board of Directors. The Company shall maintain records regarding the ownership of its property used in School operations. Any property located at the School, for which no tags or proof of ownership exist, is deemed to belong to the School.

- b. Grants. The Company, from time to time hereafter, and with the prior approval of the Board of Directors may apply for available grants in the name of the School which will (A) provide additional funding to the School, (B) aid the School in fulfilling the terms of the Contract and/or (C) provide additional services and programs to the students.

Prior to the application for any grant funds, the Board of Trustees shall review and approve any grant application including any fees to be paid to the Company. Following the expenditure of said grant funds, the Board of Trustees shall direct and participate in any audit of said funds and the Company shall provide to the School any information requested which bears upon the audit.

All Continuing Fees payable hereunder shall, at the Company's option and with approval of the Board of Directors, be made via electronic funds transfer. Title and



other Grant funds shall be payable to the Company upon a reimbursement basis and , unless otherwise authorized by the Board of Directors, payment to the Company shall occur only following approval of invoices submitted by the Company to the Board certifying that the services provided or items purchased for which reimbursement is sought were done in accordance with the terms and conditions of the grant or any related State or Federal laws or regulations. The School shall cooperate with the Company to set up and establish necessary accounts and procedures such that the School shall automatically transfer the funds received from the State when such funds are immediately available in the School's accounts.

9. Additional Programs. The services provided by the Company and the School under this Agreement consist of the educational program during the school year and school day, and for the age and grade level of students as set forth in the Contract, as such school year, school day, and age and grade level may change from time to time. The School and the Company may decide to provide such additional programs as may be mutually agreed upon by the School and the Company.

10. Termination by the School. Except as otherwise provided herein, the School may terminate this Agreement in the event the Company materially breaches this Agreement or the Contract and the Company does not cure said material breach within sixty (60) days of its receipt of written notice from the School, unless said breach cannot reasonably be cured within said sixty (60) day period, in which case, the Company shall promptly undertake and continue efforts to cure said material breach within a reasonable time. Material Breach, without limitation, shall include:

- a. The Company files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.
- b. Termination of the Community School Contract by the School or the School's then current Sponsor.
- c. Failure to meet any of the material terms of the Contract.
- d. Failure to maintain the insurance coverages as described above.
- e. Failure to pay any employee compensation when due as described above.
- f. The parties agree in writing to terminate the Agreement.
- g. In the event the Company assigns this Agreement, to any entity other than a WHLS of Ohio LLC affiliate, the School may terminate this Agreement at the end of the then-current term of this Agreement on or before June 30<sup>th</sup> of that then-current term.



11. Termination by the Company. Except as otherwise provided herein, the Company may, at its option, terminate this Agreement in the event that the School materially breaches this Agreement, and the School does not cure said material breach within sixty (60) days of its receipt of written notice from the Company, unless said breach cannot reasonably be cured within said sixty (60) day period, in which case, the School shall promptly undertake and continue efforts to cure said material breach within a reasonable time. Material Breach, without limitation, shall include:

- a. The School files for bankruptcy or has a bankruptcy suit filed against it which is not dismissed within ninety (90) days, is insolvent, ceases its operations, has its Contract terminated or not renewed, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.
- b. The parties agree in writing to terminate the Agreement.
- c. The School fails to pay any fees due to the Company within (30) days of receiving written notice that such fees are overdue, excluding overdue payments resulting from a payment dispute between the School and any funding entity.
- d. The School's assignment or attempted assignment of this Agreement without the prior written consent of the Company.
- e. Termination of the Community School Contract by the School or the School's then current Sponsor.
- f. As permitted by the Contract, a reduction in per pupil funding available from the State of Ohio below the Formula Amount as defined in the Code, or other state or federal funding on which the school relies on a yearly basis.

12. Duties Upon Notice of Termination and Termination.

- a. Continuing Services and Payments. Unless otherwise agreed in writing by the parties, in the event that the School notifies the Company of its intent to terminate this Agreement as provided in Paragraph 1 above, or the School receives notice from its then current Sponsor of the Sponsor's intention to terminate the School's Community School Contract, the parties agree to continue School operations through the end of the School year or June 30<sup>th</sup>, whichever date is sooner ("Termination Date"); provided that the School continues to make the payments provided for in Section 8. In the event that this Agreement is terminated during an academic year, the Company shall not impede the School's continuation of the academic year.
- b. Option to Lease. Upon payment to the Company of two (2) months



rent and other relevant monthly facility costs, including, but not limited to, utilities, insurance and maintenance, for sixty (60) days following the Termination Date, the Company shall keep the lease for the School's facility in effect for the purposes of allowing the School to evaluate its desire to lease the School Facility upon the same terms and conditions as the Company or in the event that Company owns such facility, rent shall be based upon the fair market value as determined by an independent appraiser. In the event that the School does desire to Lease the School facility, the Company shall use its best efforts to assist the School in its attempt to obtain an assignment of the Lease. If such an assignment does occur, then any leasehold improvements installed and paid for by the Company or its affiliates for the School Facility, which were not included in the rent paid by the Company for the School Facility, shall be treated as personal property and the School shall pay to the Company the "remaining cost basis" of such property, based upon the calculation methodology included in Section 8(b)(i), herein, on or before the date of such assignment less any start-up or developmental grants received pursuant to Section 8(a) and which were applied for said leasehold improvements. In the event that the School shall elect to exercise its option to lease the School facility it shall also purchase and lease (to the extent such leases are assignable) the personal property as set forth in Section 8(b)(i).

- c. Equipment and Personal Property. On or before the Termination Date, and after the payment of the "remaining cost basis" to be made by the School in accordance with Section 8 (b), herein the Company shall transfer title to the School, or assign to the School the leases (to the extent such leases are assignable), for any and all computers, software, office equipment, furniture and personal property used to operate the School, other than the Company's proprietary materials. Other than said proprietary materials, the School shall own said personal property and the rights under any personal property lease assigned from the Company to the School. The Company warrants and represents that during the term of this Agreement, all assets used to educate students on a daily basis shall remain at the School's Facility; provided, however, this provision shall not be construed to prohibit the replacement or substitution of assets with assets of the same or better quality, or the delivery of computer based curriculum from a remote location. In the event that this Agreement terminates, nothing herein shall prohibit the School from contacting, recruiting and hiring the teachers, staff and principals employed by the Company at the School.



13. Indemnification. Except as otherwise stated in this Agreement, the School agrees to indemnify, defend and hold harmless the Company from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the Company as a result of any claims, actions or lawsuits brought against the Company as a result of the negligence, recklessness or intentional misconduct of the School or breach of this Agreement by the School. Likewise, except as otherwise stated in this Agreement, the Company agrees to indemnify, defend and hold harmless the School from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by the School as a result of any claims, actions or lawsuits brought against the School as a result of the negligence, recklessness or intentional misconduct of the Company or breach of this Agreement by the Company, including but not limited to claims brought against the School by current or former Company employees arising out of their employment with the Company. This indemnification provision shall survive the termination of this Agreement.

14. Relationship of the Parties. The parties hereto acknowledge that their relationship is that of an independent contractor. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

15. No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Amended Agreement be deemed to confer or have conferred any rights, express or implied, upon any third person.

16. Captions. Paragraph captions are used herein for reference only and are not intended, nor shall they be used, in interpreting this instrument.

17. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:

WHLS of Ohio, LLC  
600 Key Building  
159 South Main Street  
Akron, Ohio 44308  
Attention: President  
Facsimile: 330-535-5037

With a copy to:

Mark E. Krohn, Esq.  
White Hat Management  
600 Key Building  
159 South Main Street  
Akron, Ohio 44308  
Facsimile: 330-535-5037



If to the School, to:

Durk Rorie  
7915 Lone Oak Court  
Cincinnati, Ohio 45243  
Facsimile: 513-272-6860

With a copy to:

Mr. Arthur L. Clements, III  
Nicola, Gudbranson & Cooper, LLC  
25 West Prospect Ave., Suite 1400  
Cleveland, Ohio 44115  
Facsimile: 216- 621-3999

18. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

19. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

20. Resolution of Disputes; Arbitration. In the event that a dispute arises among the parties, they agree to appoint a mediator mutually agreeable to both parties to help resolve the dispute. The parties agree to resolve by arbitration any dispute that cannot be mediated. Following mediation, an arbitration may be started by one party serving upon the other a written demand for arbitration together with the name of the party's arbitrator. The opposing party shall respond in writing within fourteen (14) days by naming that party's arbitrator. The two arbitrators shall meet immediately and shall name a third arbitrator. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), then in effect, unless the parties mutually agree otherwise; provided, however, that, the Arbitration shall not be administered by AAA but shall be subject to the reasonable control of the arbitrators as to manner and time. The arbitrators shall conduct any arbitration in Summit County, Ohio and shall apply Ohio law without regard to its conflict of laws principles. Notwithstanding any AAA rules, the parties shall have the right to utilize those means of discovery available to litigants under the Ohio Rules of Civil Procedure and, subject to the consent of the Arbitrators, which consent shall not be unreasonably withheld, may present testimony of witnesses by way of deposition or other electronic means. The cost of the arbitration shall be borne equally by the Parties, provided however, that the arbitrators shall have the power and authority to award attorneys fees and the cost of arbitration to the prevailing party. In the event that either party shall refuse to respond within thirty (30) days to the demand for arbitration or otherwise refuse to arbitrate, the party demanding arbitration may, upon Notice to the other party, present that party's case to one or more arbitrators for decision and the arbitration award shall include an award of costs and attorneys fees against the non participating party.



21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

22. Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that the Company may assign this Agreement to a similarly situated and qualified affiliate without the consent of the School so long as such an assignment would not invalidate the School's community school contract with the Sponsor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

23. Counterparts. This Agreement may be executed via facsimile and in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

Riverside Community School, Inc. d.b.a.  
Riverside Academy

By: 

Its: Pres of Board

COMPANY:

WHLS of Ohio, LLC

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

Its: \_\_\_\_\_



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SCHOOL:

Riverside Community School, Inc. d.b.a.  
Riverside Academy

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

Its: \_\_\_\_\_

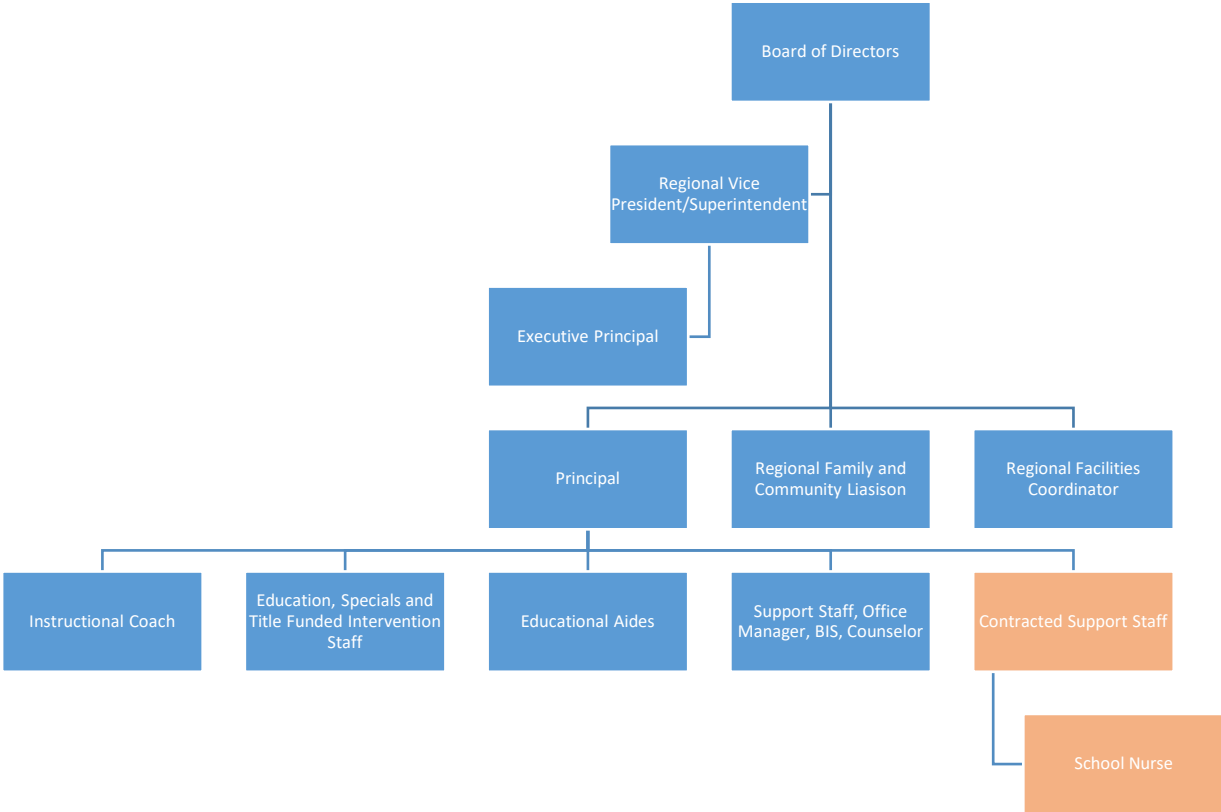
COMPANY:  
WHLS of Ohio, LLC

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

Its:  \_\_\_\_\_



School-based



Accel Schools

Contracted Service



## ACCEL SCHOOLS

