

## 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 Linc Academy: Columbus (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 contract to establish a community school; and

**WHEREAS**, the **Governing Authority** seeks 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. **Creation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may create and operate a 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 addressed by this Contract (including Section J) 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, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.6028, 3313.6029, 3313.643, 3313.648, 3313.6411, 3313.6413, 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, 3313.7117, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.0812, 3319.238, 3319.318, 3319.321, 3319.324, 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, 3322.20, 3322.24, 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 and Workforce 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 and Workforce 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 the county in which the **School** is located, 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 10 times per year in the county in which the **School** is located, 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 criminal records 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 and Workforce 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 and Workforce 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 and Workforce, 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**. In accordance with Section 3314.104 of the Ohio Revised Code, the school shall not employ an individual in any position if the state board of education permanently revoked or permanently denied the individual a license under section 3319.31 of the Revised Code or if the individual entered into a consent agreement under division (E) of section 3319.311 of the Revised Code in which the individual agreed never to apply for a license after the date on which the agreement was entered into. 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 and Workforce. 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 Workforce and parents of students enrolled in the **School**;
4. Submitting the necessary, sponsor-required reports to the Ohio Department of Education and Workforce, 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 and Workforce-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 and Workforce 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 and Workforce 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 and Workforce 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 and Workforce, 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.** This Contract shall be for a term commencing on **July 1, 2024** and expiring on **June 30, 2029**.
- 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**. The term of the management agreement shall run concurrently with the term of this Contract and shall in no event expire prior to the expiration of this Contract. Any new, renewed, or amended 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.

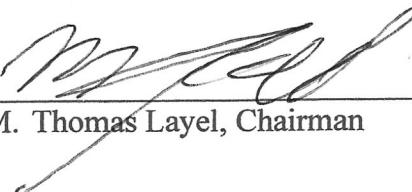
P. **Counterparts.** This Contract may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

**OHIO COUNCIL OF COMMUNITY SCHOOLS**

By:   
Robert Rice, Chairman

Date

**LINC ACADEMY: COLUMBUS**

By:   
M. Thomas Layel, Chairman

Date

5/14/24



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
10/20/2022	202229202968	AMENDMENT TO ARTICLES (AMD)	50.00	0.00	0.00	0.00

### Receipt

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

DICKINSON WRIGHT PLLC  
180 E. BROAD STREET, SUITE 3400  
COLUMBUS, OH 43215

## STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Frank LaRose**

**4712834**

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

**LINC ACADEMY: COLUMBUS**

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

Document(s)

Document No(s):

**AMENDMENT TO ARTICLES**

**202229202968**

**Effective Date: 10/19/2022**



Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
20th day of October, A.D. 2022.

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

  
**Ohio Secretary of State**



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

[OhioSoS.gov](http://OhioSoS.gov) | [business@OhioSoS.gov](mailto:business@OhioSoS.gov)

File online or for more information: [OhioBusinessCentral.gov](http://OhioBusinessCentral.gov)

**Certificate of Amendment  
(Nonprofit, Domestic Corporation)**  
**Filing Fee: \$50**  
**Form Must Be Typed**

**Check the appropriate box:**

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

Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

**Complete the following information:**

Name of Corporation

TLC LEADERSHIP ACADEMY @ COLUMBUS

Charter Number

4712834

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

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

**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**

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

Michael Thomas Layel

Signature

By (if applicable)

Print Name

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
LINC ACADEMY: COLUMBUS

**FIRST:** The name of the Corporation shall be LINC Academy: Columbus.

**SECOND:** The Corporation's principle office shall be located in the city of Columbus, in Franklin County, Ohio.

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

**FOURTH:** The following restrictions shall apply to the Corporation:

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

**FIFTH:** In the event of the dissolution of the Corporation, the Corporation shall, after paying or making provisions for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes set forth in Article THIRD of these Articles of Incorporation.

Resolution of the Board of Directors  
of  
TLC Leadership Academy @ Columbus

On this 21<sup>st</sup> day of September, 2022, the undersigned, being at least a majority of a quorum or the directors present at the meeting of **TLC Leadership Academy @ Columbus**, an Ohio nonprofit corporation (“Corporation”), pursuant to Section 1702.19 of the Ohio Revised Code, do hereby waive notice of this meeting of Directors and, at a duly called and noticed meeting, authorize, approve, agree to and adopt the following resolution:

**RESOLVED**, that the Board of Directors of the Corporation hereby approves the change of the name of the Corporation from TLC Leadership Academy @ Columbus to **LINC Academy: Columbus** and authorizes Tom Layel, the President of the Board of Directors, to execute all documents necessary to effectuate such a change of name.

**IN WITNESS WHEREOF**, the undersigned have adopted this resolution on this 21<sup>st</sup> day of September, 2022.

DocuSigned by:



8D396AB5DC334A2...

Tom Layel, President

DocuSigned by:



F2566BDE76D2486...

Jeff Heuerman, Vice President

DocuSigned by:



026BFF661713469...

Ashley Johansen, Secretary

DocuSigned by:



476CB77C241043B...

Marvis McGowan, Member



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
07/14/2021	202119406320	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

### Receipt

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

DICKINSON WRIGHT PLLC  
150 E. GAY STREET, SUITE 2400  
COLUMBUS, OH 43215

## STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Frank LaRose**

**4712834**

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

**TLC LEADERSHIP ACADEMY @ COLUMBUS**

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

Document(s)

Document No(s):

**DOMESTIC NONPROFIT CORP - ARTICLES**

**202119406320**

Effective Date: **07/13/2021**



Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
14th day of July, A.D. 2021.

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

**Ohio Secretary of State**



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

[OhioSoS.gov](http://OhioSoS.gov) | [business@OhioSoS.gov](mailto:business@OhioSoS.gov)

File online or for more information: [OhioBusinessCentral.gov](http://OhioBusinessCentral.gov)

**Initial Articles of Incorporation  
(Nonprofit, Domestic Corporation)  
Filing Fee: \$99  
(114-ARN)  
Form Must Be Typed**

**First:** Name of Corporation

**Second:** Location of Principal Office in Ohio

City

State

County

**Optional:** Effective Date (MM/DD/YYYY)

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

**Third:** Purpose for which corporation is formed

See attached.

\*\* Note: for Nonprofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. \*\*

\*\* Note: ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. \*\*

## Original Appointment of Statutory Agent

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

TLC Leadership Academy @ Columbus

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any 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:

ADAM J. SCHIRA, ESQ.

(Name of Statutory Agent)

150 E GAY ST 24TH FLOOR

(Mailing Address)

COLUMBUS

(Mailing City)

OH

(Mailing State)

43215

(Mailing ZIP Code)

Must be signed by  
the incorporators or  
a majority of the  
incorporators.

ADAM J. SCHIRA, ESQ.

(Signature)

(Signature)

(Signature)

## Acceptance of Appointment

The Undersigned, ADAM J. SCHIRA, ESQ., named herein as the  
(Name of Statutory Agent)

Statutory agent for TLC Leadership Academy @ Columbus  
(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature ADAM J. SCHIRA, ESQ.

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

**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**

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

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

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

ADAM J. SCHIRA, ESQ.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

ARTICLES OF INCORPORATION  
OF  
TLC LEADERSHIP ACADEMY @ COLUMBUS

(Additional Provisions)

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

**FOURTH:** The following restrictions shall apply to the Corporation:

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

**FIFTH:** In the event of the dissolution of the Corporation, the Corporation shall, after paying or making provisions for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes set forth in Article THIRD of these Articles of Incorporation.

**BYLAWS**  
**OF**  
**LINC ACADEMY: COLUMBUS**

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## **ARTICLE I** **Offices and Fiscal Year**

### **Section 1.01. Registered Office.**

The registered office of the School in the State of Ohio shall be at 20 S. 3<sup>rd</sup> Street, Suite 210, Columbus, Ohio 43215 until otherwise established by a vote of a majority of the Board of Directors in office, and a statement of such change is filed in the Secretary of State; or until changed by an appropriate amendment of the articles of the School.

### **Section 1.02. Other Offices.**

The School may also have offices at such other places within Ohio as the Board of Directors may from time to time appoint or the business of the School requires.

### **Section 1.03. Fiscal Year.**

The fiscal year of the School shall begin on the 1st day of July in each year.

## **ARTICLE II** **Purposes and Powers**

### **Section 2.01. Purpose.**

The School is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding section of any future Federal tax code). Specifically, the purpose of the School is to operate a school pursuant to the State of Ohio Charter Law, Ohio Rev. Code Ann. § 3314 *et seq.* ("Charter Law").

### **Section 2.02. Powers.**

In addition to the specific powers and authorities set forth herein and in the Charter Law, the School shall have and possess all powers and authority generally provided or applicable to domestic non-profit corporations under the Ohio Nonprofit Corporation Law, as amended, Ohio Rev. Code Ann. § 1702 *et seq.*, to the extent that such powers and authorities are not inconsistent with the specific purposes and powers and authorities set forth herein and under the Charter Law.

No substantial part of the activities of the School shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the School 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.

Notwithstanding any other provisions of these Bylaws, the School shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or corresponding section of any future Federal tax code).

## **ARTICLE III** **Board of Directors**

### **Section 3.01. Number and Term of Office.**

- a) The Board of Directors shall consist of such number of Directors, though not fewer than three (3), as may be determined from time to time by resolution of the Board of Directors then serving; provided that at all times when the School is operating as a public community school, there shall be at least five (5) Directors of the School and no more than 15.
- b) All other Directors of the School shall be elected or appointed by a majority of the Directors of the School then in office.
- c) Each Director shall hold office for three (3) years and until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation, or removal. There shall be no limit on the number of terms that a Director may serve. The Board Secretary and Board members shall be responsible for knowing when terms expire.
- d) The above referenced Directors shall be entitled to a vote on all matters.

### **Section 3.02. Authority.**

The School shall have no members. The Board of Directors shall be vested with all rights afforded to members pursuant to Ohio Revised Code Ann. § 1702 *et seq.*

The Board of Directors shall have full power to conduct, manage, and direct the business and affairs of the School except as otherwise provided by the State of Ohio or these bylaws; and all powers of the School are hereby granted to and vested in the Board of Directors. The Board of Directors shall have charge of all properties of the School and shall carefully supervise and direct its general use.

### **Section 3.03. Initial Terms of Office.**

- a) The initial Directors on the Board of Directors of the School are appointed by the incorporator. The terms of the initial Directors shall be staggered. Thereafter, the Board of Directors will be appointed by the existing Directors for three (3) year terms, such that approximately 1/3 of the Directors shall have terms expiring each year. If the size of the Board adjusts, the additional Directors position shall be allocated such that there maintained a nearly equal number of three (3) year terms that expire on a yearly basis.

### **Section 3.04. Qualification and Election.**

- a) Election of Board Members: Board members may be elected from time to time for the following reasons:
  - i) As existing Director's terms expire;
  - ii) If the Board of Directors determines that additional Directors should be added to the Board;
  - iii) To fill a vacancy on the Board.

- b) Qualifications of Directors: Each Director of the School shall be a natural person of full age, but need not be a resident of Ohio. Any person desiring to be a Director for the first time must have completed the following requirements before their election: Attend one board meetings out of the previous three meetings; submit a resume and letter of interest; be interviewed and approved by the Board of Directors, or a committee thereof,; be subject to a background check by the School pursuant to Ohio Revised Code Ann. § 3319.39.
- c) Election procedure: At the meeting of the Board of Directors at which new Directors are to be elected, or at such prior meeting as the Board may designate for acceptance of nominations, each Director present at such meeting shall be entitled to nominate candidates for Director up to the number of Directors to be elected. Persons nominated must have completed the requirements set forth in Section 3.04.(b).
  - i) Announcement at any duly convened Board of Directors meeting that nominations for candidates, or election of Directors, or both nominations and elections, shall be had at the next Board of Directors meeting shall constitute sufficient notice of such action, unless the Board of Directors determined that nominations and votes can be held at the same meeting;
  - ii) Neither nominations nor voting shall be by ballot;
  - iii) The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.
- d) Directors who are elected to replace a Director who leaves the Board during his or her term shall serve for the remainder of the departing board member's term. The new board member may then be elected to serve a three year term.

### **Section 3.05. Presiding Officer.**

The President of the Board or in his or her absence, the Vice-President of the Board shall preside at all meeting of the members of the Board of Directors. The duties of the President and Vice President are set forth in Article V below.

### **Section 3.06. Resignations.**

Any Director of the School may resign at any time by giving written notice to the President or the secretary of the School. Such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### **Section 3.07. Vacancies.**

- a) The Board of Directors, by a simple majority of the Board, may declare vacant the position of a Director if he or she is declared of unsound mind by an order of court, or convicted of a felony, or for any other proper cause, or if he or she does not attend at least one (1) of the next two (2) regular meetings of the Board of Directors following his or her appointment to the Board. Proper cause for removal of a Director shall be left to the determination of the Board of Directors, and shall include, but not be limited to the following reasons: whenever, in its judgment, the best interests of the School would be served; conviction of a criminal offense while serving on the Board; neglect of duties; accepting or offering bribes in violation Ohio law; or for such other good

causes as determined by the Board. Any Director may move for the removal of any person under this section at any meeting of the Board of Directors.

- b) Directors who miss three consecutive meetings without excuse, or six consecutive meetings even if excused may be deemed to have resigned from the Board. A meeting which is missed due to active duty in the armed forces shall not constitute a missed meeting under this section. The President shall have the authority to determine whether an absence is excused or unexcused, and notice that an absence is unexcused shall be sent by the President to the board member.

### **Section 3.08. Place of Meeting.**

At all times that the School is operating as a public school, the Board of Directors shall comply with the Ohio Open Meetings Act to the extent applicable, including by proving required notice of all meetings and conducting all meetings in public.

### **Section 3.09. Annual meeting.**

The Board of Directors may fix the date and time of the annual meeting, which is expected to be in June of each year. If no such date and time is fixed by the Board, then meeting for any calendar year shall be held on the fourth Monday of March in such year, if not a legal holiday under the laws of Ohio, and, if a legal holiday, then on the next succeeding business day, not a Saturday or Sunday, at 7:00 o'clock p.m., and at said meeting the Directors then entitled to vote shall elect new directors and shall transact such other business as may properly be brought before the meeting. If the annual meeting shall not have been called and held within six (6) months after the designated time, any Director may call the meeting at any time thereafter, provided however, the meeting shall comply with the Ohio Open Meetings Act once the School is established as a public school.

### **Section 3.10. Regular Meetings.**

Regular meetings of the Board of Directors shall be held no less than 4 times per year and at such time and place as shall be designated from time to time by resolution of the Board of Directors. If the date fixed for any such regular meeting be a legal holiday under the laws of the State where such meeting is to be held, then the same shall be held on the next succeeding business day, not a Saturday, or at such other time as may be determined by resolution of the Board of Directors. At such meetings, the Board of Directors shall transact such business as may properly be brought before the meeting. Notice of regular meetings need not be given unless otherwise required by law or these by-laws. The Board may elect not to have monthly meetings over the summer. Provided however, the meeting shall comply with the Ohio Open Meetings Act once the School is established as a public school.

### **Section 3.11. Special Meetings.**

Special meetings of the Board of Directors shall be held whenever called by the President or by two or more of the Directors. Reasonable notice of each such meeting shall be given to each Director in accordance with the Ohio Nonprofit Corporation law, as amended, Ohio Rev. Code Ann. § 1702 *et seq.* It shall be considered reasonable and sufficient notice to a Director to send notice by telephone or in writing at least twenty-four hours (in the case of notice by telephone) or forty-eight hours (in the case of notice by email) or five days (in the case of notice by mail, addressed to the Director at the Director's usual or last known residence) before the time at which the meeting is to be held. Every such notice shall state the time

and place of the meeting. Provided however, special meeting shall comply with the Ohio Open Meetings Act once the School is established as a public school.

### **Section 3.12. Quorum, Manner of Acting, and Adjournment.**

At least simple majority of the number of Directors in office shall be present at each meeting in order to constitute a quorum for the transaction of business. Every Director shall be entitled to one vote. Except as otherwise specified in the articles or these by-laws or provided by statute, the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. In the absence of a quorum, a majority of the Directors present and voting may adjourn the meeting from time to time until a quorum is present. The Directors shall act only as a board and the individual Directors shall have no power as such.

### **Section 3.13. Off-Site Participation in Meetings.**

One or more persons may participate in a meeting of the Board of Directors, or a committee hereof, by means of conference telephone, Internet transmission, or similar communications equipment by means of which all persons participating in the meeting can hear each other and all comments made by audience members and other participants in the meeting. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting for purposes of determining a quorum is present. Those participating electronically will be assumed to have heard all comments unless they notify the Chairperson during the meeting that they cannot hear. Notwithstanding the foregoing, once the School is established as a public school, off-site participation in any meeting shall only be permitted to the extent it conforms with the Ohio Open Meetings Act.

### **Section 3.14. Executive and Other Committees.**

- a) The Board of Directors may, by resolution adopted by a majority of the Directors in office, establish an Executive Committee and one or more other committees, each committee to consist of one or more Directors of the School and other persons appointed by the Board of Directors at the suggestion of the President. Each committee of the Board of Directors shall serve at the pleasure of the Board of Directors. Although persons who are not board members may be appointed to some committees, only Board Members may serve on the Executive Committee and Personnel Committee. The Executive Committee shall meet with the President from time to time between board meetings. The purpose of the meeting is to make recommendations to the full board on issues determined by the President. Meetings of the Executive Committee shall be called by the President as needed. Notwithstanding the foregoing, once the School is established as a public school, committee meetings shall be conducted in accordance with the Ohio Open Meetings Act.
- b) There shall also be the following standing committees:
  - i) Nominating Committee, which shall determine and present to the Board of Directors prospective members of the Board of Directors and committees.
  - ii) Bylaws Committee, which shall evaluate and present proposed changes to the Bylaws to the Board of Directors.

- c) The establishment of any committee of the Board of Directors and the delegation thereto of power and authority shall not alone relieve any Director of his fiduciary duty to the School.
- d) Each committee shall keep regular minutes of its proceedings and report such proceedings periodically to the Board of Directors.
- e) Sections 3.13 and 3.14, shall be applicable to committees of the Board of Directors.

### ***Section 3.15. Interested Directors or Officers; Quorum.***

- a) No contract or transaction between the School and one or more of its Directors or officers, or between the School and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are Directors or officers, or have a financial interest, shall be void or voidable solely for such reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors which authorizes the contract or transaction, or solely because his or her or their votes are counted for such purpose, if:
  - i) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board of Directors in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors are less than a quorum; or
- b) The contract or transaction is fair as to the School as of the time it is authorized, approved or ratified, by the Board of Directors.
- c) Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors that authorizes a contract or transaction specified in this section.
- d) In addition to the provisions in these bylaws, the board shall also adopt separate conflict of interest and ethics policy(ies).
- e) Notwithstanding (a) to (c) of this section, all decisions by the Board shall be construed in manner which gives effect to all of the laws of the State of Ohio regarding ethics, public contracts, duties of public officials, and open meetings.

### ***Section 3.16. Compensation.***

No compensation shall be paid to the Directors for their services as Directors, but at the discretion of the Board of Directors, they may be reimbursed for travel and actual expenses necessarily incurred by them in attending meetings and performing other duties on behalf of the School. Provided however, once the school is a public community school, travel reimbursement shall not be permitted.

## **ARTICLE IV** **Notice-Waivers-Meetings**

### **Section 4.01. Notice, What Constitutes.**

Whenever written notice is required to be given to any person under the provisions of the articles, these by-laws, or the Ohio Nonprofit Corporation Law, as amended, Ohio Rev. Code Ann. § 1702 *et seq.*, it may be given to such person, either personally or by sending a copy thereof by first class mail, postage prepaid, or by courier service, charges prepaid, or by facsimile transmission, e-mail or other electronic communication to his or her mailing address, facsimile number or e-mail address supplied by him or her to the School for the purpose of notice. If the notice is sent by mail or by courier, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to such person, or in the case of facsimile transmission, e-mail or other electronic communication, when sent. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by law or these by-laws.

It shall be the responsibility of the board to give the secretary a current email address and inform the secretary of any changes in address. Notice sent by the secretary to the address in the school records shall constitute effective notice, even if the board member no longer uses that address.

When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

Notwithstanding the foregoing, once the school is a public school, notice of all meetings of the Board of Directors shall be given in conformity to the Ohio Open Meetings Act.

### **Section 4.02. Waivers of Notice.**

Whenever any written notice is required to be given under the provisions of the articles, these by-laws, or the Ohio Nonprofit Corporation Law, as amended, Ohio Rev. Code Ann. § 1702 *et seq.* a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except as otherwise required by Section 7.07 of these by-laws, neither the business to be transacted at nor the purpose of a meeting need be specified in the waiver of notice of such meeting.

Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

Notwithstanding the foregoing, once the school is a public school, notice of all meetings of the Board of Directors shall be given in conformity to the Ohio Open Meetings Act, and failure to provide any mandated notice shall not constitute waiver of any legal requirement.

### **Section 4.03. *Modification of Proposal Contained in Notice.***

Whenever the language of a proposed resolution is included in a written notice of a meeting, the meeting considering the resolution may without further notice adopt it with such clarifying or other amendments as do not enlarge its original purpose.

### **Section 4.04 *Setting the Agenda for Regular Meetings.***

The agenda for each monthly meeting shall be set by the Secretary or his or her designee in consultation with the President. If a Director wishes to have an item placed on the agenda that item must be submitted to the Secretary or his or her designee one week before the scheduled meeting or as soon as practical. The President may add that item to the agenda if he or she deems it appropriate. In the event the President does not add that item to the agenda, the Director wishing to add that item shall raise the issue during the meeting at the time set forth for approval of the agenda. If two additional board members support adding the item to the agenda, it shall be added at a place in the meeting determined by the President.

## **ARTICLE V**

### **Officers**

### **Section 5.01. *Number, Qualifications and Designation.***

The officers of the School shall be a President, Vice-president, Treasurer, Secretary, and such other officers as may be elected in accordance with the provisions of Section 5.03 of this Article. Any number of offices may be held by the same person. The secretary and treasurer are not required to be Directors of the School. The President, Vice-President(s) and Secretary shall be natural persons of legal age. The Treasurer may be a corporation, but if a natural person shall be of full age.

### **Section 5.02. *Election and Term of Office.***

The officers of the School, except those elected by delegated authority pursuant to Section 5.03 of this Article, shall be elected annually by the Board of Directors, and each such officer shall hold his or her office until the next annual organization meeting of the Board of Directors and until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation, or removal.

### **Section 5.03. *Subordinate Officers, Committees and Agents.***

The Board of Directors may from time to time elect such other officers and appoint such committees, employees or other agents as the business of the School may require, including one or more assistant secretaries, and one or more assistant treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these by-laws, or as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents, or committees thereof, and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents.

### **Section 5.04. Resignations.**

Any officer or agent may resign at any time by giving written notice to the Board of Directors, or to the President or the secretary of the School. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### **Section 5.05. Removal.**

Any officer, committee member, or other agent of the School may be removed, either for or without cause, by the Board of Directors which elected, retained or appointed such officer, committee or other agent whenever in the judgment of the Board the best interests of the School will be served thereby. Removal under this section does not apply to removal of a Board Member from his or her position on the Board of Directors. Removal of an individual from the Board is governed by section 3.08.

Procedure: Any board member may move for the removal of any person under this section at any meeting of the Board of Directors. A vote on such motion shall not take place until the following meeting, and the person who is the subject of the motion shall be given special notice that this motion has been made.

### **Section 5.06. Vacancies.**

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled by the Board of Directors, or by the officer or committee to which the power to fill such office has been delegated pursuant to Section 5.03 of this Article, as the case may be, and if the office is one for which these by-laws prescribe a term, shall be filled for the unexpired portion of the term.

### **Section 5.07. General Powers.**

All officers of the School, as between themselves and the School, shall respectively have such authority and perform such duties in the management of the property and affairs of the School as may be determined by resolutions or orders of the Board of Directors, or, in the absence of controlling provisions in resolutions or orders of the Board of Directors, as may be provided in these by-laws.

### **Section 5.08. President of the Board.**

The President of the Board shall have general supervision over the activities and operations of the School, subject, however, to the control of the Board of Directors. The President shall sign, execute, and acknowledge, in the name of the School, deeds, mortgages, bonds, contracts or other instruments, authorized by the Board of Directors except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors, or by these by-laws, to some other officer or agent of the School. In general, President shall perform all duties incident to the office of President, and such other duties as from time to time may be assigned to him or her by the Board of Directors or the President.

### **Section 5.09. Vice President.**

The vice President shall perform the duties of the President of the Board in his or her absence and such other duties as may from time to time be assigned to them by the Board of Directors or the President.

When the Vice President is chairing a meeting in the absence of the President, the Vice President shall have a vote on all matters coming before the board during that meeting.

### **Section 5.10. Secretary.**

The secretary or his or her designee shall attend all meetings of the Board of Directors and shall record all the votes of the Directors and the minutes of the meetings of the Board of Directors and of committees of the Board of Directors in a book or books to be kept for that purpose; shall see that notices are given and records and reports properly kept and filed by the School as required by law; and, in general, shall perform all duties incident to the office of secretary, and such other duties as may from time to time be assigned to him or her by the Board of Directors or the President.

As part of his/her duties, the secretary shall maintain a list of board members and their term expiration dates. The secretary will notify the board at least sixty (60) days before any terms expire.

### **Section 5.11. Treasurer.**

The treasurer or his or her designee shall have or provide for the custody of the funds or other property of the School; shall collect and receive or provide for the collection and receipt of moneys earned by or in any manner due to or received by the School; shall deposit all funds in his or her custody as treasurer in such banks or other places of deposit as the Board of Directors may from time to time designate; shall, whenever so required by the Board of Directors, render an account showing his or her transactions as treasurer, and the financial condition of the School; and, in general, shall discharge such other duties as may from time to time be assigned to him or her by the Board of Directors or the President. Duties of the Treasurer may be delegated by contract to an appropriate fiscal officer as designated by the Board of Directors.

### **Section 5.12. Honorary Directors**

- a) From time to time, the board may appoint individuals as Honorary Director. The appointment shall be made by 2/3 vote. A person may be appointed to be an honorary member who has shown outstanding dedication and leadership to the school, the community, or city children. Upon election, Honorary Director shall receive a plaque reflecting their designation and they shall be listed as Honorary Board Members on official communications of the school. Appointment as an Honorary Director is a lifetime appointment, but subject to removal at the sole discretion of the Board of Directors .
- b) Honorary Directors need not attend a specified number of board meetings, but shall be invited to all meetings and may sit with the board if present. Provided however, Honorary Directors shall not be counted towards a quorum.
- c) Honorary Board Members shall not have voting powers.
- d) No one shall be appointed as an Honorary Director who is currently serving on the board. A person named as an Honorary Director may not return to the board as an active Director.
- e) This Appointment shall be considered an extraordinary honor, and is not intended to be made routinely.

### **Section 5.13. Officers Bonds.**

Any officer may be required to give a bond for the faithful discharge of his or her duties in such sum, if any, and with such surety or sureties as the Board of Directors shall require or as required by the laws of the State of Ohio. The expense of furnishing any such bond shall be paid by the School, except in the case of a bond for the designated fiscal officer of the School.

## **ARTICLE VI**

### **Limitation of Personal Liability of Directors; Indemnification of Directors, Officers and Other Authorized Representatives**

#### **Section 6.01. Limitation of Personal Liability of Directors.**

A Director of the School shall not be personally liable for monetary damages for any action taken, or any failure to take any action, provided however that this provision shall not eliminate or limit the liability of a Director to the extent that such elimination or limitation of liability is expressly prohibited by Ohio Nonprofit Corporation Law, as amended, Ohio Rev. Code Ann. § 1702 *et seq.*, as in effect at the time of the alleged action or failure to take action by such Director, nor shall it limit the liability imposed by the Auditor of State once the School becomes a public community school.

#### **Section 6.02. Standard of Care and Justifiable Reliance.**

A Director of the School shall stand in a fiduciary relationship to the School and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board of Directors upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the School, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- a) One or more officers or employees of the School whom the Director reasonably believes to be reliable and competent in the matters presented;
- b) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person;
- c) A committee of the Board of Directors upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

In discharging the duties of their respective positions, the Board of Directors, committees of the Board of Directors and individual directors may, in considering the best interests of the School, consider the effects of any action upon employees, upon persons with whom the School has business and other relations and upon communities which the offices or other establishments of or related to the School are located, and all

other pertinent factors. The consideration of those factors shall not constitute a violation of subsection (a) of this Section.

Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of the School.

Notwithstanding the foregoing, once the School becomes a public community school, nothing herein shall revise the standard of care applicable to officers and Directors as established by law or the imposition of strict liability, if applicable.

### **Section 6.03. *Preservation of Rights.***

Any repeal or modification of this Article by the School shall not adversely affect any right or protection existing at the time of such repeal or modification to which any Director or former Director may be entitled under this Article. The rights conferred by this Article shall continue as to any person who has ceased to be a Director of the School and shall inure to the benefit of the heirs, executors and administrators of such person.

### **Section 6.04. *Mandatory Indemnification of Directors and Officers.***

The School shall indemnify, to the fullest extent now or hereafter permitted by law (including but not limited to the indemnification provided by Section 1702.12(E) of the Ohio Nonprofit Corporation Law, as amended, each Director or officer (including each former Director or officer) of the School who was or is made a party to or a witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was an authorized representative of the School, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. Provided however, the School shall not be obligated to defend, indemnify, or hold harmless any current or former Director or officer of the School who is alleged to have violated his or her fiduciary duties to the School or otherwise engaged in conduct against the interest of the School.

### **Section 6.05. *Mandatory Advancement of Expenses to Directors and Officers.***

The School shall pay reasonable expenses (including attorneys' fees and disbursements) incurred by a Director or officer of the School referred to in Section 6.04 hereof in defending or appearing as a witness in any civil or criminal action, suit or proceeding described in Section 6.04 hereof in advance of the final disposition of such action, suit or proceeding. The reasonable expenses incurred by such Director or officer shall be paid by the School in advance of the final disposition of such action, suit or proceeding only upon receipt of an undertaking by or on behalf of such Director or officer to repay all amounts advanced if it shall ultimately be determined that he or she is not entitled to be indemnified by the School as provided in Section 6.07 hereof.

### **Section 6.06. *Permissive Indemnification and Advancement of Expenses.***

The School may, as determined by the Board of Directors from time to time, indemnify to the fullest extent now or hereafter permitted by law, any person who was or is a party to or a witness in or is threatened to be made a party to or a witness in, or is otherwise involved in, any threatened, pending or

completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was an authorized representative of the School, both as to action in his or her official capacity and as to action in another capacity while holding such office or position, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. The School may, as determined by the Board of Directors from time to time, pay expenses incurred by any such person by reason of his or her participation in an action, suit or proceeding referred to in this Section 6.06 in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the School as provided in Section 6.07 hereof.

### **Section 6.07. Scope of Indemnification.**

Indemnification under this Article shall not be made by the School in any case where a court determines that the alleged act or failure to act giving rise to the claim for indemnification is expressly prohibited by Ohio Nonprofit Corporation Law, as amended, Ohio Rev. Code Ann. § 1702 *et seq.*, or any successor statute as in effect at the time of such alleged action or failure to take action, or are a result of a misappropriation of public funds.

### **Section 6.08. Miscellaneous.**

Each Director and officer of the School shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Article. The rights of indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any agreement, vote of disinterested Directors, statute or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office or position, and shall continue as to a person who has ceased to be an authorized representative of the School and shall inure to the benefit of the heirs, executors and administrators of such person.

### **Section 6.09. Insurance.**

The School shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the School or is or was serving at the request of the School as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any capacity or arising out of such person's status as such, whether or not the School would otherwise have the power to indemnify such person against such liability.

### **Section 6.10. Reliance on Provisions.**

Each person who shall act as an authorized representative of the School shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article.

## **ARTICLE VII** **Miscellaneous**

### **Section 7.01. Net Earnings.**

No part of the net earnings of the School shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other private persons, except that the School shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501(c)(3) purposes.

### **Section 7.02. Corporate Seal.**

The School shall have a corporate seal in the form of a circle containing the name of the School, the year of incorporation and such other details as may be approved by the Board of Directors.

### **Section 7.03. Checks.**

All checks, notes, bills of exchange or other orders in writing shall be signed by the Treasurer or such person or persons as the Board of Directors may from time to time designate.

### **Section 7.04. Contracts.**

Except as otherwise provided in these by-laws, the Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or to execute or deliver any instrument on behalf of the School, and such authority may be general or confined to specific instances.

### **Section 7.05. Deposits.**

All funds of the School shall be deposited from time to time to the credit of the School in such banks, trust companies, or other insured depositaries as the Board of Directors may approve or designate, and all such funds shall be withdrawn only upon checks signed in accordance with Section 7.03 hereinabove.

### **Section 7.06. Annual Report of the Board.**

The Board of Directors shall direct the President and treasurer to present at the annual meeting of the Board a report showing in appropriate detail the following:

- a) The assets and liabilities, including the trust funds, of the School as of the end of the fiscal year immediately preceding the date of the report.
- b) The principal changes in assets and liabilities including trust funds, during the year immediately preceding the date of the report.
- c) The revenue or receipts of the School, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the School.

- d) The expenses or disbursements of the School, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the School.

The annual report of the Board of Directors shall be filed with the minutes of the annual meeting of the Board of Directors.

Notwithstanding the foregoing, once the School becomes a public community school, the Board of Directors shall review and approve the monthly financials of the School as required by law.

### **Section 7.07. Amendment of By-laws.**

These by-laws may be amended or repealed, or new by-laws may be adopted, by vote of a majority of the Board of Directors of the School in office at any regular or special meeting.

### **Section 7.08. Dissolution.**

If the School no longer serves the purpose as stated herein, the Board of Directors may dissolve the corporation consistent with its Articles of Incorporation and Ohio Revised Code Chapter 1702.

### **Section 7.09 Confidentiality Policy for Employees, Volunteers and Board Members**

Respecting the privacy of our clients, donors, members, staff, and volunteers of the LINC Academy: Columbus itself is a basic value LINC Academies. Personal and financial information is confidential and should not be disclosed or discussed with anyone without permission or authorization from the President or Principal. Care shall also be taken to ensure that unauthorized individuals do not overhear any discussion of confidential information and that documents containing confidential information are not left in the open or inadvertently shared.

Employees, volunteers and board members of LINC Academy: Columbus may be exposed to information which is confidential and/or privileged and proprietary in nature. It is the policy of the LINC Academy: Columbus that such information must be kept confidential both during and after employment or volunteer service. Staff and volunteers, including board members, are expected to return materials containing privileged or confidential information at the time of separation from employment or expiration of service.

Unauthorized disclosure of confidential or privileged information is a serious violation of this policy and will subject the person(s) who violated confidentiality to appropriate discipline, including termination or removal from the board.

Notwithstanding the foregoing, once the School becomes a public community school, the School shall comply with the Ohio Public Records Act and the Ohio Open Meetings Act to the extent such laws are applicable.

### **Section 7.10 Respect for other board members opinions.**

Directors are reminded to respect the viewpoints of all other Directors, volunteers and staff. They must also remember that they are entitled to only one vote on a particular matter and that their position may not be the prevailing position on a particular issue. Upon acceptance of Board membership, Directors pledge to support the position of the organization on any matter once that position is established according to

these bylaws. This expectation includes organizational decisions that individual board members may oppose. Directors should not work against decisions made by the Board as a whole.

**Section 7.11 Salary advances/loans to staff and board members prohibited.**

The Board shall not advance salary or make loans to any school staff members or Director.

**ADOPTED AS THE BYLAWS** of LINC Academy: Columbus as of this 7th day of September, 2022, to be effective as of the date hereof.

DocuSigned by:

Dr. ASHLEY JOHANSEN

028BFF661713469...

Ashley Johansen, Secretary

 IRS DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

001424.439143.111448.1112 1 MB 0.485 926

[REDACTED]

2D  
TLC LEADERSHIP ACADEMY AT COLUMBUS  
1100 ADAMS AVE  
AUDUBON PA 19403

001424

Date of this notice: 06-01-2022

Employer Identification Number:  
88-2508523

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2508523. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, [www.irs.gov/einnotrequested](http://www.irs.gov/einnotrequested).

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941  
Form 940

04/30/2023  
01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding of the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

If you are required to make federal tax deposits for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or corporate income taxes (Form 1120), you will receive a Welcome Package shortly which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 996, Electronic Choices to Pay All Your Federal Taxes. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit [www.irs.gov/mefbusproviders](http://www.irs.gov/mefbusproviders) for a list of companies that offer IRS e-file for business products and services.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.
- \* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is TLCL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs) or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. If you do not need to write us, do not complete, and return this stub.

Thank you for your cooperation.

(IRS USE ONLY) 575A

06-01-2022 TLCL B 0509906023 SS-4



001424

Keep this part for your records.

CP 575 A (Rev. 1-2022)

Return this part with any correspondence  
so we may identify your account. Please  
correct any errors in your name or address.

CP 575 A

0509906023

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 06-01-2022  
(      ) - \_\_\_\_\_ EMPLOYER IDENTIFICATION NUMBER: 88-2508523  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023



TLC LEADERSHIP ACADEMY AT COLUMBUS  
1100 ADAMS AVE  
AUDUBON PA 19403





**Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
PO Box 2508  
Cincinnati, OH 45201**

**ADAM SCHIRA ESQ  
180 E BROAD STREET  
34TH FLOOR  
COLUMBUS, OH 43215**

**Date:**  
04/19/2023  
**Taxpayer ID number:**  
88-2508523  
**Taxpayer or applicant name:**  
LINC ACADEMY COLUMBUS  
**Form or application number:**  
Form 1023  
**Person to contact:**  
Name: Maria Lopes  
ID number: 10075  
Telephone: 877-829-5500

Dear Representative:

We're sending the enclosed material to you because of a power of attorney or other authorization we have on file.

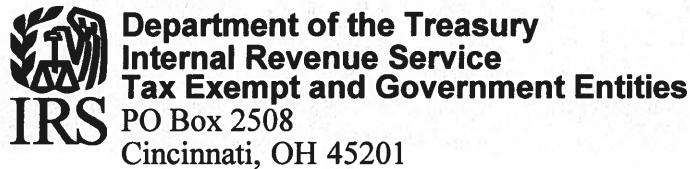
If you have questions, contact the person listed at the top of this letter.

Sincerely,

*stephen a. marten*

**Director, Exempt Organizations  
Rulings and Agreements**

Enclosures:  
Letter 947



STEPHANIE TEAFORD ESQ  
180 E BROAD STREET  
34TH FLOOR  
COLUMBUS, OH 43215

Date: 04/19/2023  
Taxpayer ID number: 88-2508523  
Taxpayer or applicant name: LINC ACADEMY COLUMBUS  
Form or application number: Form 1023  
Person to contact:  
Name: Maria Lopes  
ID number: 10075  
Telephone: 877-829-5500

Dear Representative:

We're sending the enclosed material to you because of a power of attorney or other authorization we have on file.

If you have questions, contact the person listed at the top of this letter.

Sincerely,

Director, Exempt Organizations  
Rulings and Agreements

Enclosures:  
Letter 947



LINC ACADEMY COLUMBUS  
1100 ADAMS AVE  
AUDUBON, PA 19403

**Date:**  
04/19/2023  
**Employer ID number:**  
88-2508523  
**Person to contact:**  
Name: Maria Lopes  
ID number: 10075  
Telephone: 877-829-5500  
**Accounting period ending:**  
June 30  
**Public charity status:**  
170(b)(1)(A)(ii)  
**Form 990 / 990-EZ / 990-N required:**  
Yes  
**Effective date of exemption:**  
July 13, 2021  
**Contribution deductibility:**  
Yes  
**Addendum applies:**  
No  
**DLN:**  
26053-684-00491-2

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

#### Information for Charter Schools

You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled or not renewed, you should notify us. You'll also be required to comply with Revenue Procedure 75-50.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

## General Information

<b>School Name:</b>	LINC Academy: Columbus	
<b>Physical Address:</b>	33 N Grubb St., Columbus, OH 43215	
<b>Phone Number:</b>	610-277-3715	<b>Fax Number:</b>
<b>County:</b>	Franklin	
<b>Grade Levels Served:</b>	K-2	<b>Grade Levels in Contract:</b> K-12
<b>Public School District:</b>	Columbus City Schools	

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

- Located in Franklinton
- 25,610 SF and Two-Stories
- Has Office Space, Gymnasium, Classroom Space and Outdoor Recreation Area
- 1.217 Acre Plot

## Financial Information

### **Lease Information:**

<b>Monthly Payment: Included in Management Agreement</b>	<b>Annual Payment:</b> 0
--	--------------------------

<b>Lease Start Date:</b>	<b>Lease Expiration:</b>
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### **Mortgage Information**

<b>Monthly Payment:</b>	<b>Annual Principal:</b>
-------------------------	--------------------------

<b>Annual Interest Payment:</b>	Varies
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### **Landlord Information**

<b>Name of Landlord/Lender:</b>	FlutterBy Management LLC	<b>Relationship to the Operator:</b>	Operator
---------------------------------	--------------------------	--------------------------------------	----------

<b>Is there any relationship or conflict of interest between the Landlord/Lender and Operator of the school? (This includes individuals with ownership stakes.)</b>	<b>Yes</b>
	<input checked="" type="checkbox"/> <b>No</b>



February 14, 2024

141 East Town Street  
Suite 310  
Columbus, Ohio 43215  
614-461-0911  
Fax: 614-461-0950

The Lincoln Center for Family and Youth  
Mr. Michael Quintiliano  
110 Adams Avenue  
Audubon, Pennsylvania 19403

Re: 33 North Grubb Street, Columbus, Franklin County, Ohio

Dear Mr. Quintiliano:

Pursuant to your request, we have visited educational facility located at 33 North Grubb Street, Columbus, Franklin County, Ohio, for the purpose of providing you with an estimate of market rent for the space. The effective date of our opinion of market rent is December 1, 2023, the effective date of the lease agreement provided to the appraisers. The date of our site visit was February 8, 2024. Due to the restricted nature of this letter, and your familiarity with the subject, you are the intended user of this report. The intended use of this report is for internal decision-making purposes.

Market rent is defined as follows:

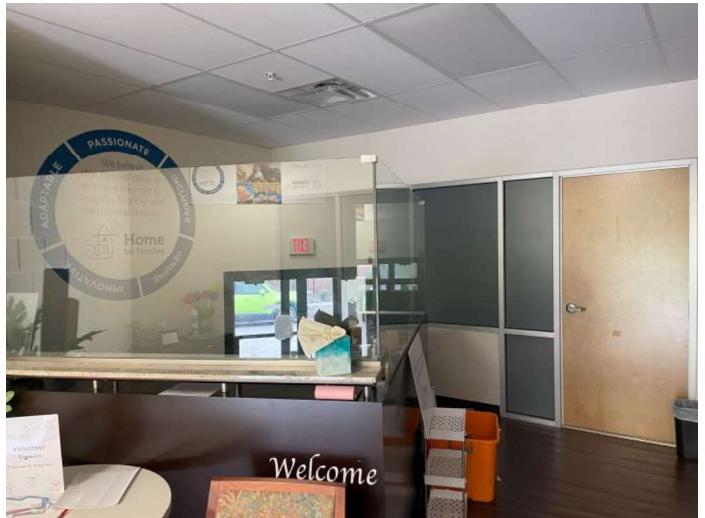
*The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the lessee and lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from lessor to lessee under conditions whereby:*

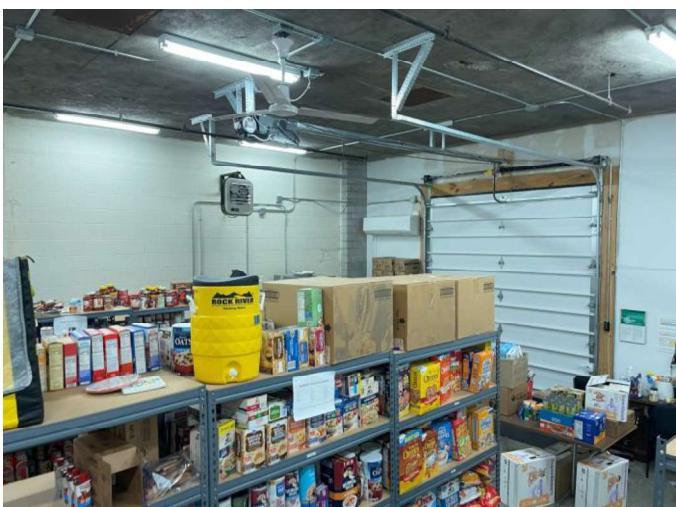
- a. *Lessee and lessor are typically motivated.*

- b. *Both parties are well informed or well advised, and acting in what they consider their own best interests.*
- c. *A reasonable time is allowed for exposure in the open market.*
- d. *The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract.*
- e. *The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.*

The subject is a 25,610 square foot educational facility that was constructed in two parts between 1924 and 1955. The property was renovated in 2005 and 2020 and has been updated multiple times. The building has a painted brick exterior and a rubber membrane roof. The building is in average condition. The improvements are situated on approximately 1.217 acres. The square footage is based on public record, and the lease provided to us. The building contains a variety of different spaces, including office space, classroom space, a gymnasium, and a large kitchen. Finishes include carpet/tile flooring, drywall walls, and acoustic tile ceilings in the classroom/office areas. Other areas of the building have walls with painted concrete block and exposed ceilings. The majority of the building has fluorescent lighting. The building is heated and cooled via rooftop HVAC units. Site improvements include a concrete driveway, gravel parking area, and wall mounted lighting. The property is currently owned and used by the Homeless Families Foundation to provide education and care to children of families in stages of transition.

Photographs of the subject are provided below.





The effective date of this estimate of fair market rent is December 1, 2023 the effective date of the lease agreement provided to the appraisers, We have been provided with a partially executed lease document, which indicates that the lease term commences April 1, 2024 and ends on June 30, 2034. The lease does not include any tenant improvement allowance, as the lease indicates that the space is leased "as-is." The lease structure is net to landlord. Under this lease structure, the tenant would be responsible for all expenses. The rent per square foot escalates yearly as shown in the breakdown below:

<b>Year</b>	<b>Rent Per Square Foot</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>
<b>4/1/2024-6/30/2024</b>	\$7.50	\$48,018.75	\$16,006.25
<b>7/1/2024-6/30/2025</b>	\$7.50	\$192,075.00	\$16,006.25
<b>7/1/2025-6/30/2026</b>	\$7.73	\$197,965.32	\$16,497.11
<b>7/1/2026-6/30/2027</b>	\$7.96	\$203,855.64	\$16,987.97

<b>7/1/2027-6/30/2028</b>	\$8.20	\$210,002.00	\$17,500.17
<b>7/1/2028-6/30/2029</b>	\$8.45	\$216,404.50	\$18,033.71
<b>7/1/2029-6/30/2030</b>	\$8.70	\$222,807.00	\$18,567.25
<b>7/1/2030-6/30/2031</b>	\$8.96	\$229,465.60	\$19,122.13
<b>7/1/2031-6/30/2032</b>	\$9.23	\$236,380.30	\$19,698.36
<b>7/1/2032-6/30/2033</b>	\$9.51	\$243,551.10	\$20,295.93
<b>7/1/2033-6/30/2034</b>	\$9.80	\$250,978.00	\$20,914.83

We have researched charter school leases in the State of Ohio for lease information in order to estimate market rent for the space in question. The following table illustrates the results of our market rent survey.

Charter School Rent Comparables							
	Location	Size (SF)	Age	Date of Lease	Initial Term	Net Rent	Operating Expenses
(S)	33 North Grubb Street, Columbus, Franklin County, Ohio	25,610	1924, 1955 (renovated 2005 and 2020)	2023	10 Years	\$7.50	N/A
1	2261, South Hamilton Road, Columbus, Franklin County	36,093	1971	2018	5 Yrs.	\$10.00	\$4.75
2	2200 Winslow Drive, Columbus, Franklin County	28,308	1961 / Ren. 2015	2015	20 Yrs.	\$5.19	N/A
3	2400 Mock Road, Columbus, Franklin County	30,600	1958 / Ren. 1992	2015	20 Yrs.	\$3.01	N/A
4	10701 Shaker Boulevard, Cleveland, Cuyahoga County	46,194	1953 / Ren. 2010	2015	20 Yrs.	\$11.48	N/A
5	14405 St. Clair Avenue, Cleveland, Cuyahoga County	51,560	1921 / Ren. 2015	2015	20 Yrs.	\$5.93	N/A
6	4750 Winton Road, Cincinnati, Hamilton County	47,436	1900 & 1955	2020	15 Yrs.	\$6.32	N/A

The above-referenced comparables provide a range of \$3.01 to \$11.48 per square foot, net. The comparable leases represent charter school spaces in the State of Ohio. The comparable leases are generally second-generation school buildings that differ in age and condition.

The subject is average quality educational facility within the urban Columbus area. Adjustments have been made to the comparable rates for differences in age, location, size, condition, and quality of space.

The comparables indicate an adjusted range of approximately \$5.87 to \$17.79 per square foot, with an average of \$11.42 per square foot, net. Under this lease structure, the tenant would be responsible for all expenses. Given the subject's location and condition, it is our opinion that the proposed rent for the subject building of \$7.50 to \$9.80 per square foot of finished area, net to landlord, for a ten year term is reflective of market rent. Based on the above considerations, it is our opinion that the annual rent for space within the building at 33 North Grubb Street, as of December 1, 2023, is as follows:

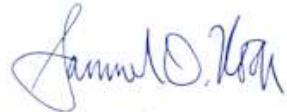
ANNUAL RENT: \$7.50 to \$9.80 per square foot of leased area, \$192,075 to \$250,978 annually  
TENANT ALLOWANCE: N/A  
ESCALATIONS: 3.12% Yearly  
TERM: 10 Years  
TENANT EXPENSES: All fixed and variable operating expenses  
LANDLORD EXPENSES: None

Thank you for this opportunity to be of service. Should you have questions, please do not hesitate to contact us.

Respectfully submitted,

SAMUEL D. KOON & ASSOCIATES, LTD.

By:



Samuel D. Koon, MAI

By:



Griffin W. Beggin, Associate Appraiser

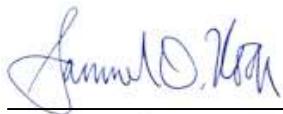
SDK/GWB/ec  
Enclosures

## **CERTIFICATION**

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We certify that to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Samuel D. Koon, MAI, and Griffin W. Beggin have made a personal inspection of the property that is the subject of this report. (The visual inspection performed was not intended to function as an inspection of the structural soundness of the site or improvements and was not intended to provide any warranty as to, or guarantee of, the condition of the property and improvements. It is not intended to function as a complete property inspection, as is commonly performed by a property inspector or engineer, and should not be considered as such.)
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, Samuel D. Koon, MAI, has completed the continuing education for Designated Members of the Appraisal Institute.
- Neither Samuel D. Koon, MAI, nor Griffin W. Beggin has provided services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.



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Samuel D. Koon, MAI  
Ohio Certified General Appraiser – 383599

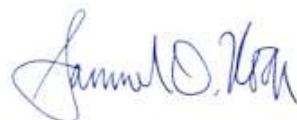


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Griffin W. Beggin, Associate Appraiser

**APPRAISER DISCLOSURE STATEMENT**  
In compliance with Ohio Revised Code Section 4763.12(C)

1. Name of Appraiser: Samuel D. Koon
2. Class of Certification/Licensure: Certified General  
Certification/Licensure Number: 383599
3. This report is within the scope of my Certification or Licensure
4. This service is provided by a disinterested and unbiased third party.
5. Signature of person preparing and reporting the appraisal:



Samuel D. Koon, MAI

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.

AN APPRAISER LICENSE/CERTIFICATE  
has been issued under ORC Chapter 4763 to:

NAME:

**Samuel D Koon**

LIC/CERT NUMBER:

**000383599**

LIC LEVEL:

**Certified General Real Estate Appraiser**

CURRENT ISSUE DATE:

**12/27/2023**

EXPIRATION DATE:

**12/27/2024**

USPAP DUE DATE:

**12/27/2024**

**Ohio**

**Department  
of Commerce**

Division of Real Estate  
& Professional Licensing

## **QUALIFICATIONS OF SAMUEL D. KOON**

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- President of Samuel D. Koon & Associates, Ltd., Real Estate Consultants and Appraisers. Work scope includes appraisals, feasibility studies and consulting services for lending institutions, private clients throughout the Columbus metropolitan area and the Midwestern United States.

### **Educational Background:**

- Bachelor of Science Degree in Real Estate and Finance, The Ohio State University, 1977.
- Master of Business Administration Degree with a Real Estate Major, The Ohio State University, 1983.
- Completed credit requirements for Courses 101, 201, and R2 sponsored by the Society of Real Estate Appraisers.
- Completed credit requirements for Courses 1A, 1B, 2A, 2B, 6, 8 and Standard of Professional practice sponsored by the American Institute of Real Estate Appraisers.
- Completed credit requirements for Courses 503 and 22L sponsored by the Real Estate Securities and Syndication Institute.
- Continuing Education in Real Estate Appraisal, Appraisal Institute, Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets

### **Real Estate Experience:**

- Involved in the marketing of multi-family, commercial and industrial properties
- Fee appraiser since December 1976
- Instructor, Real Estate Appraisal, Capital University
- Instructor, Real Estate Development, The Ohio State University

### **Types of Properties Appraised:**

• Residential	• Office Buildings
• Apartments	• Medical Office Buildings
• Subdivisions	• Warehouses
• Potential Development Land	• Farms
• Shopping Centers	• Golf Courses
• Nursing Homes	• Hospitals
• Manufacturing Plants	• Restaurants
• Special Purpose Properties	• Subsidized Housing
• Hotels	• Ambulatory Surgery Centers
• Automobile Dealerships	

### **Professional Affiliations:**

- Member, Appraisal Institute, MAI Designation
- President, Columbus Chapter of the Appraisal Institute, 1991
- Broker Member, Columbus Board of Realtors
- Graduate of the Realtors' Institute, Ohio Association of Realtors
- Member, Society of Real Estate Appraisers' Young Advisory Council, 1982, 1983, 1984

## ***QUALIFICATIONS OF GRIFFIN W. BEGGIN***

---

- Independent fee appraiser with Samuel D. Koon & Associates, Ltd., Real Estate Consultants and Appraisers. Work scope includes appraisals, feasibility studies and consulting services for lending institutions, private clients throughout the Columbus metropolitan area and the Midwestern United States.

### **Educational Background:**

- Bachelor of Science Degree in Business Administration, Logistics Management, The Ohio State University 2017

### **Professional Experience:**

- Fee appraiser with Samuel D. Koon & Associates, Ltd. since February 2018

### **Property Experience:**

- Medical Offices
- Vacant Land
- Industrial Facilities
- Office Buildings
- Apartment Complexes
- Condominiums
- Car Dealerships
- Religious Facilities
- Educational Facilities
- Distribution Warehouses
- Restaurants
- Retail Buildings

### **Professional Affiliations & Licensure:**

- Ohio Licensed Real Estate Salesperson
- Member of the National Association of Realtors, Ohio Association of Realtors, and Columbus Board of Realtors

## **LIMITING CONDITIONS**

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The Standard Certification, and report hereto attached, is made expressly subject to the conditions and stipulations following.

No responsibility is assumed by the appraiser or appraisers for matters which are legal in nature, nor is any opinion on the title rendered herewith. This appraisal assumed good title. Any liens or encumbrances which may now exist have been disregarded, and the property has been appraised as though no delinquency in the payment of general taxes or special assessments exists, and as though free of indebtedness unless otherwise noted.

Information, estimates, and opinions contained in this report were obtained from sources considered reliable and believed to be true and correct; however, no responsibility for accuracy can be assumed by the appraiser or appraisers. No single item of information was completely relied upon to the exclusion of the other information, and all data was analyzed within the framework of judgment, knowledge, and experience of the real estate appraiser or appraisers.

The property is appraised as though under responsible ownership and competent management.

The physical condition of the improvements described herein was based on visual viewing. No reliability is assumed for the soundness of members, equipment or soil conditions, since no engineering tests were made.

The improvement is considered to be within the lot lines and, except as herein noted, is in accordance with local zoning and building ordinances. Any plots, diagrams, and drawings found herein are to facilitate and aid the reader in picturing the subject property and are not meant to be used as references in matters of survey.

The appraiser or appraisers shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property herein described, unless prior arrangements have been made.

The values for land and improvements as contained in the attached report are constituent parts of the total value reported, and neither is to be used in making a summation appraisal by combination with values created by another appraiser. Either is invalidated if so used.

We assume no responsibility for the business decisions of those who become aware of this appraisal opinion. We do not authorize the use of the name of our firm, its constituents or the MAI designation for publicity in connection with any effort to market the appraised property. We do not authorize any out-of-context quoting from, or partial reprinting of, this summary or report for public dissemination.

Samuel D. Koon, MAI is a Member of the Appraisal Institute. The Bylaws and Regulations of the Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared; however, selected portions of this appraisal report shall not be given to third parties without prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media or other media for public communication without the prior written consent of the signatories of this appraisal report.

No responsibility is assumed by the appraiser or appraisers for the presence of any toxic, caustic, noxious or otherwise harmful materials (hereinafter referred to as "Hazardous Substances") which may now exist. Said "Hazardous Substances" can be of a solid, liquid, radioactive or gaseous nature, and pertain to those presently known, as well as those which are discovered in the future. This appraisal is based on the assumption that the property under appraisement is free of "Hazardous Substances," unless otherwise noted herein.

Unless otherwise stated, defined, and considered within this appraisal report, it is assumed that the subject is in full compliance with the Americans with Disabilities Act of 1990 (ADA). We have neither the expertise to identify ADA barriers which require modification, nor the knowledge of acceptable remedies. No adjustment is made as to ADA compliance, nor is any responsibility assumed for architectural or engineering expertise required to identify ADA non-conformities.

The appraiser(s) completed a visual inspection of the property. As such, the appraiser(s) toured and viewed some or all of the accessible portions of the site and improvements; the visual inspection is not meant to imply that the appraiser(s) viewed all of the site or improvements. The visual inspection performed was not intended to function as an inspection of the structural soundness of the site or improvements and was not intended to provide any warranty as to, or guarantee of, the condition of the property and improvements. The exclusive purpose of a visual property inspection is for the appraiser(s) to conduct a viewing of the property in order to complete the appraisal assignment; the visual inspection is not intended to function as a complete property inspection, as is commonly performed by a property inspector or engineer, and should not be considered as such.

## **Governing Authority Composition**

### **Linc Academy: Columbus**

<u>Name</u>	<u>Email Address</u>
Layel, Michael Thomas	mtlayel@gmail.com
Heuerman, Jeff	heuermanjeff@gmail.com
McGowan, Marvis	mmcgowan43110@gmail.com
Kidd, Justin	justinroykidd@gmail.com
Koon, James	

Contact the members by mail:  
33 N. Grubb Street, Columbus, OH 43215

Contact the members by phone:  
610-277-3715

Uploaded: May 2024

## **Description of Future Selection of Board Members**

Pursuant to the School's Bylaws, Board members may be elected from time to time for the following reasons:

- i) As existing Director's terms expire;
- ii) If the Board of Directors determines that additional Directors should be added to the Board;
- iii) To fill a vacancy on the Board.

Election procedure: At the meeting of the Board of Directors at which new Directors are to be elected, or at such prior meeting as the Board may designate for acceptance of nominations, each Director present at such meeting shall be entitled to nominate candidates for Director up to the number of Directors to be elected

- i) Announcement at any duly convened Board of Directors meeting that nominations for candidates, or election of Directors, or both nominations and elections, shall be had at the next Board of Directors meeting shall constitute sufficient notice of such action, unless the Board of Directors determined that nominations and votes can be held at the same meeting;
- ii) Neither nominations nor voting shall be by ballot;
- iii) The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

Directors who are elected to replace a Director who leaves the Board during his or her term shall serve for the remainder of the departing board member's term. The new board member may then be elected to serve a three year term.

## **Attachment 4: LINC Academy Educational Plan**

*Updated April 9, 2024*

### **A. MISSION, VISION AND CORE VALUES**

#### **School Overview**

LINC Academy: Columbus, a K-5 community school, is an intentionally small elementary school designed with a strong focus on high academic standards, leadership skill development, and community. In a safe, supportive, and academically rigorous learning environment, students will experience an instructional and cultural program that deliberately, skillfully, and authentically engages them in a developmentally appropriate learning experience.

LINC Academy will be in the Franklinton neighborhood of Columbus, Ohio. It will open in August 2024 to serve 120 - 150 students in Grades K-2 and then grow to serve 240-250 students in Grades K-5 by adding a grade per year from there. We expect that it will primarily serve students from the Columbus City Schools, although we also anticipate attracting some families from neighboring districts such as South-Western City Schools and are open to students from any district in the state.

#### **Mission and Vision**

*The school's overarching vision is an empowered community of individuals and families with the will and skill to reach their full potential. The mission of LINC Academy is to "transform lives and communities by equipping students to learn to lead, so they may imagine a future of possibilities while navigating the way to success to change the world!"*

LINC Academy's model is rooted in the belief that students deserve to be valued, seen, and known by their school community. As a community, educators, students, and families will work collaboratively to ensure that students receive a high quality education that will prepare for their future endeavors as the next generation of great leaders across the globe.

Through our leadership development programming and supportive counseling, scholars continue developing social and interpersonal skills that when coupled with a strong academic foundation, lead to prepared and engaged citizenship.

*A LINC student dreams of "the me I am learning to be".*

Through the school's Transformational Education© model, students will:

- **L:** Lead and learn with love. *Students learn in a small school community and joyful classrooms designed to create a sense of connectedness and belonging. They feel comfortable being curious and taking risks.*

- **I:** Imagine the future. *Students have daily opportunities to work with peers and practice collaboration and creative problem-solving skills.*
- **N:** Navigate and charter their way. *Students will charter and navigate their way as they explore passions and find their purpose. This will be done in support with their educators, families, and greater community.*
- **C:** Change the world. *Students develop and activate early leadership skills to create a positive future for themselves and their communities.*

## **Foundational Beliefs**

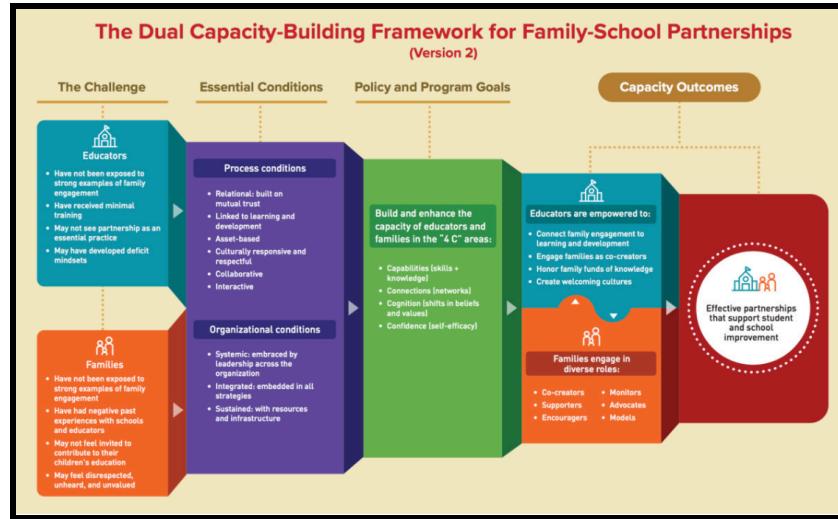
LINC Academy will realize its mission and vision through an intentional school design that is rooted in the following foundational beliefs:

### **1. *We believe that all learning happens in relationships***

Relationships are the foundation of everything we do as a community. Relationships guide and ground our ability to learn, lead, and grow in our development as we navigate the world around us. We understand that relationships are built and sustained upon consistency and trust in all of our interactions. As a close knit community, we seek to ensure that these interactions are guided by mutual respect, kindness, and love for our students, families, and each other. LINC Academy draws inspiration from the Mayan philosophy In Lak'Ech, which means "You are the other me. If I do harm to you, I do harm to myself. If I love and respect you, I love and respect myself." Our humanity and ability to thrive is interdependent upon seeing, knowing, and valuing each other.

### **2. *We believe families are our partners***

Our families are our first teachers. We recognize and honor the great diversity and strength of family structures that exist within our community. LINC Academy cultivates an environment where families feel a true sense of safety and belonging. It is our belief that families know their children best and that our best work is done in authentic and consistent collaboration with each other. This collaboration includes authentic decision-making power in policies, curriculum, and planning for their children's future. LINC Academy utilizes the Dual Capacities Framework, developed by Harvard Professor, Dr Karen Mapp, who is national leader in family partnerships. This framework focuses on building both the capacities of schools and families, so that both parties can thoughtfully engage in sustained mean-making and decision-making in schools.



### 3. *We believe that our students are the next generation of dreamers, thinkers, and leaders.*

Our students will change the world in ways we cannot yet imagine. As the world is ever-evolving, it is critical to ensure that each child has access to educational opportunities and supports that will assist in their development as they discover their passions and purpose in life. We believe in self-determination and each individual's ability to charter and to navigate their own path in life with assistance from an ecosystem of support of teachers, family members, and the larger community. Ultimately, we seek to help activate students' sense of responsibility in making the world a more just and equitable place for all people.

#### Philosophy and Values

At LINC Academy we believe that students' ability to excel is dependent upon a joyous learning environment surrounded by a team of educators who are committed to supporting their holistic development and growth. We believe all students have the potential to excel in learning and to lead their communities as change agents. As a result, LINC Academy's school design also draws inspiration from the latest research in neuroscience, restorative practices, self-determination theory, and transformational education theory.

- *Neuroscience and Student Development*

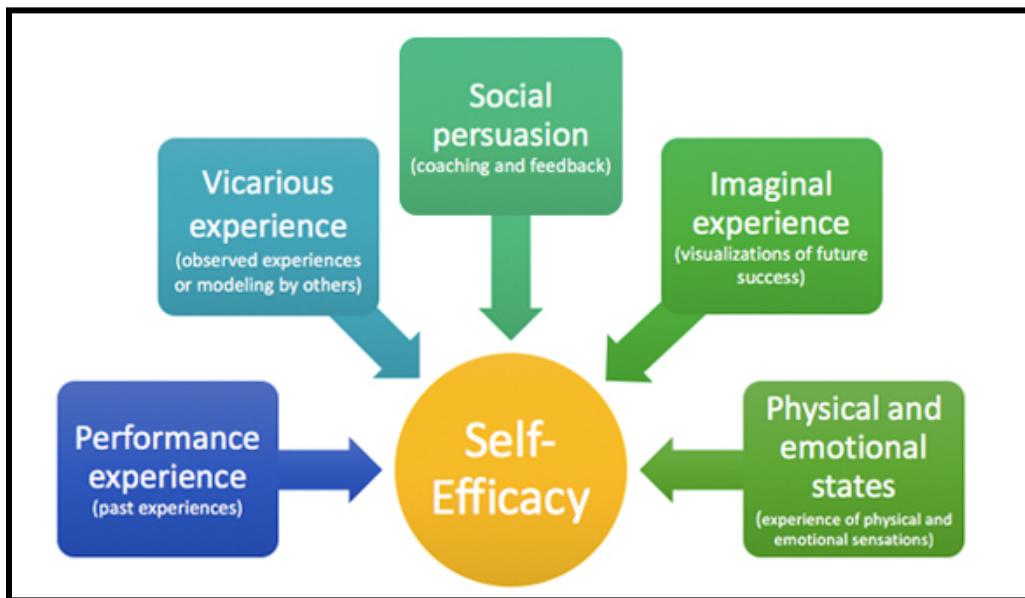
LINC Academy recognizes the importance of linking the neuroscience of child development to its policies and practices. The brain exists to adapt, learn, and re-learn in a constant and ever-evolving world. Our brains can more readily grow in environments that are safe, challenging, and supportive. While schools exist within the greater ecosystem of a child's world, they do play a great part in their socialization, understanding of the world, and personal development. Neuroscientists state that educators' ability to create and sustain loving, warm, and welcoming classroom cultures greatly impact young people's learning.

- *Restorative Practices*

Restorative Practices aim to strengthen the relationships of individuals and greater community when harm is caused through a structured system of collective accountability. Restorative Practices are rooted in ancient, sacred, and Indigenous practices. In a school environment, these practices can replace punitive and harmful practices in order to help instill a sense of unity and protection that sustains the wellbeing of the school community. LINC Academy will utilize restorative conversations and circles to both discuss critical issues and repair harm after incidents between individuals or the community. Restorative Practices allows individuals to exercise their own agency to rebuild with the community instead of perpetuating a culture of compliance and control of traditional school settings. Lastly, Restorative Practices creates an environment that emphasizes learning from one's mistakes and "learning out loud" instead of perpetuating a culture of shame and stigma.

- *Self Determination and Self Efficacy*

An individual's belief in their ability to succeed in life greatly influences how they think, act, and interact with the world. LINC Academy believes in the importance of "windows and mirrors." Windows allow us to see what is possible in the world, and mirrors allow us to see ourselves in connection to others and allow us to determine our own sense of belonging and ownership.

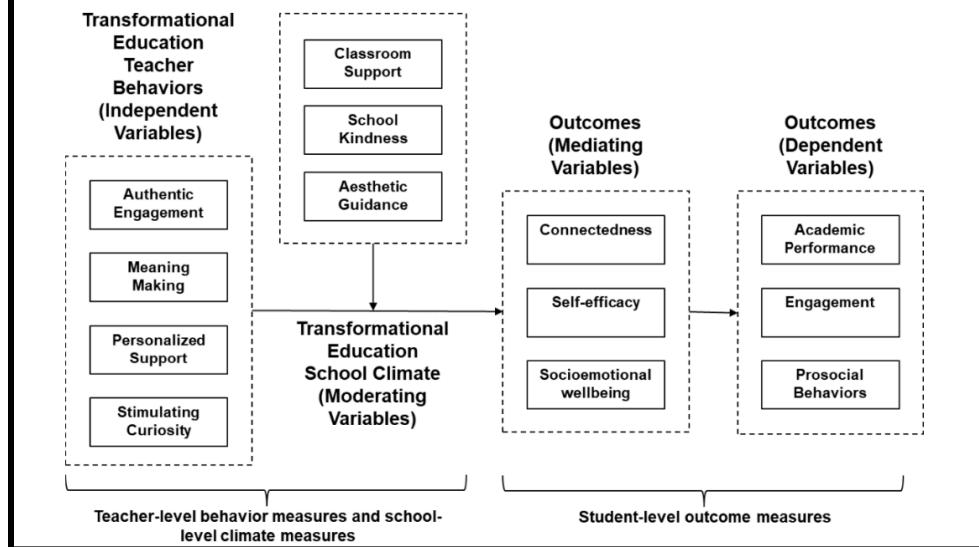


- *Transformational Education*

One of the core tenets of LINC Academy is rooted in the Transformational Education model. Transformational Education describes the process where administrators and educators play equally essential roles as leaders within the community, which subsequently positively contribute to student performance, wellness, and development. While traditional school models believe and exercise a top-down model of leadership, LINC Academy believes in collective and distributed leadership where each individual is leading by example for young people.

**Figure 1**

*The Transformational Education (TE) Model*



## B. CURRICULAR ELEMENTS

LINC Academy has made curricular choices that align with its mission, vision, and foundational beliefs as well as Ohio's Learning Standards. Across all content areas, we prioritized selecting curriculum that:

- Is rigorous and puts thinking on students;
- Supports students in developing a love for learning, thinking critically and achieving;
- Is culturally responsive and provides students with both windows and mirrors;
- Is research-based and driven by data;
- Is able to be effectively implemented by teachers with various levels of experience and content knowledge;
- Offers external professional development support for teachers and school leaders.

### ***English Language Arts***

LINC places intentional focus on early literacy skills, including word study, phonemic awareness, and daily writing and independent reading opportunities. The school will employ a complementary suite of curricula that meet the requirements of [Ohio Revised Code 3313.6028](#) and that are collectively aligned with the science of reading and strategies for effective literacy instruction. These include:

- [95 Phonics Core Program](#): This Tier 1 structured literacy program provides a systematic approach to literacy across grades K-5 that is strategically designed to prevent intervention needs before they arise.

- [Heggerty](#): This phonemic awareness curriculum will complement 95 Core Phonics and ensure all students have the foundational literacy skills to be successful readers. While the Heggerty program is designed for Grades K-1, we will initially use the program in grades K-3 to ensure that all students develop these skills regardless of their learning experiences before joining the LINC community.
- [FishTank Premium ELA](#): FishTank's guiding principles are very much aligned with LINC's. In particular, the curriculum is designed to build knowledge to nurture critical thinking; center diverse, relevant, and rigorous texts; and prioritize student voices and ideas to build agency. In addition, it provides daily opportunities for students to read independently and to engage in a variety of targeted writing activities. This will be the primary ELA curriculum for all students in Grades K-5.

### ***Math***

LINC Academy has selected Illustrative Mathematics as its curriculum for Grades K-5. Illustrative Mathematics is a problem-based curriculum designed around the belief that all students are capable learners of mathematics. The scope and sequence of units, activities, and representations are constructed to help students develop a deep understanding of mathematical concepts, build fluency with procedures and solve mathematical problems that reflect kids' lived experiences. Students develop math vocabulary through the process of actively exploring and learning mathematics, and the mathematical learning routines embedded in the curriculum support academic development for all learners. In addition, LINC will supplement the Illustrative Mathematics curriculum with [REFLEX](#), an online fact fluency platform that is individualized for each student based on their fluency level.

### ***Social Studies***

The Ohio Learning Standards will define our social studies scope and sequence, beginning with students in Grade 3. Throughout Grades 3-5, students will regularly revisit four content areas, with different context and complexity: history, geography, government, and economics. While working with this content, students will also develop process-related skills of analysis, research, and writing, and they will develop an understanding of broad themes and information structures, such as cause-and-effect models, that are so prevalent in the study of history and social sciences. Literacy related activities such as reading and learning from informational text, using academic vocabulary, and analyzing important social studies text, will be a central part of the social studies curriculum. The FishTank Premium ELA curriculum is designed to enable us to achieve many of these objectives, and we will make a decision about any supplementary curriculum that is necessary before the beginning of the 2025-26 school year.

### ***Science***

In alignment with the Ohio Learning Standards for Science, all students will receive science instruction beginning in Grade 3. Our instructional approach will have a strong emphasis on the inquiry process, and students will develop a scientific approach to problem solving through inquiry and controlled experimentation. A specific science curriculum for Grades 3-5 that meets these objectives will be selected before the beginning of the 2025-26 school year.

### ***Computer Science***

All students will have access to computer science instruction beginning in Grade 1. Building off of the strong model provided by Brooke Charter School in Massachusetts, this instruction will begin with the use of Bee-Bots and Scratch Jr.

### ***Health and Physical Education***

All students will participate in planned health and physical education instruction at least two times per week, aligned with the Ohio Health Education and Physical Education Learning Standards. Utilizing our dedicated gym and outdoor recess spaces, our physical education program will include a variety of group and individual activities, including age-appropriate games, team sports, and yoga.

### ***Fine Arts***

All students will have the opportunity to participate in weekly visual art or music instruction as part of our specials program. While the specific special selected each school year will depend on staffing and space considerations, the curriculum will be aligned with The Ohio Learning Standards for Fine Arts, as well as the National Core Arts Standards and National Visual Arts Standards for K-12.

## **C. INSTRUCTIONAL PRACTICES**

### ***Classroom and Non-Classroom Based Learning Experiences***

Instruction will be predominantly direct, classroom-based and led by one teacher per classroom. Additional classroom-based learning opportunities may include but are not limited to differentiated instruction (see below) and student projects that foster collaboration and critical thinking skills. Non-classroom based learning opportunities will include whole-school assemblies and activities as well as field trips around Columbus and the surrounding area. In addition, the school plans to host school-based family nights (for example, Math Night and Literacy Night) and family engagement events both at school and around the community. Finally, the school will provide resources for students to be able to practice their math and literacy skills at home, as well as home reading materials at every grade level so students can read nightly.

### ***Differentiated Instruction***

Student schedules will contain a 45-minute Differentiated Instruction block at least 4 days per week. This time will be used for targeted strategies aimed at meeting the specific needs of all learners, with a focus on ELA and math. These targeted strategies include:

- 1:1 and small group teacher-led instruction/intervention
- Independent practice using adaptive software platforms (including DIBELS mClass intervention suite, iReady, and REFLEX)
- Independent reading and/or writing time

In order to make this time as effective as possible, LINC Academy will have electronic devices available for all students during this schedule block. Grades K-1 will use iPads and Chromebooks will be utilized starting in Grade 2.

### ***Daily Programming to Build Leadership and Social-Emotional Skills***

Aligned with LINC Academy's mission and vision, the daily schedule also allocates specific and meaningful time for school leaders and teachers to facilitate programming and activities that are intentionally designed to cultivate leadership and social-emotional skills and expose students to diverse perspectives and experiences. These learning experiences will primarily take place during Morning Motivation and Morning Meeting, which are described in more detail below. Our leadership and social-emotional programming is aligned to our LINC Habits in Action, which can be found in ***Appendix A: LINC Habits in Action***.

### ***Staff Selection and Professional Development***

LINC Academy leaders and teachers will be hired based on their full commitment to the school's mission and vision as well as demonstrated knowledge and experience in successfully promoting strong student achievement, with priority placed on ELA and Math.

The staff calendar has been developed to provide for 14 professional development days over the summer and 7 additional days throughout the school year. This professional development, which will be facilitated by school leaders and outside curriculum experts, will focus on the implementation and progress monitoring of curriculum, instructional practices, school culture routines and procedures, and school-wide systems and processes.

In addition to this formal professional development, all teachers will receive regular real-time coaching and feedback from the school leadership team and will have on-demand access to the lesson planning and instructional supports and resources provided with each selected curriculum. Locally-created informal performance evaluation documents will be utilized as well. These documents will support focused leadership walkthroughs that assess school culture and the implementation of instruction that demonstrates evidence of LINC Habits in Action. OTES 2.0 will be used as the school's formal teacher evaluation system.

### ***School Day***

The school day will begin at 8:25 AM and end at 3:30 PM. When accounting for recess, lunch, and snack breaks, each day will include 6 hours of instructional time.

As a result of our focus on core academic skills, it is expected that ELA and Math will take a larger portion of the students' scheduled academic time in Grades K-2, with a general shift to a more balanced approach as we introduce additional subject areas in Grades 3-5.

In addition, structure and predictability will drive our school day; students will experience the exact same schedule each day, with few exceptions, and we will work diligently to maintain this structure. Young students and students who may have experienced trauma or high-stress environments outside of the classroom are often on high alert in situations where there is uncertainty and unpredictability. We will

counter this by creating a learning environment that feels safe because it is predictable. An example daily schedule for K-2 for the 2024-25 school year can be found in **Appendix B: Daily Schedule**.

### **School Calendar**

The LINC Academy 2024-25 school calendar includes 193 teacher work days, 167 student instructional days, and 1015 student instructional hours. A detailed view of the calendar can be found in **Appendix C: 2024-25 School Calendar**.

## **D. ASSESSMENT**

LINC Academy will use a complementary suite of diagnostic, formative, and summative assessments to ensure that we are regularly and effectively assessing student growth and achievement in ELA and Math at both the individual and cohort levels. As we grow, these assessments will also enable us to continue to monitor the rigor and effectiveness of our curricular choices and their implementation. This suite includes:

<b>Assessment</b>	<b>Administration and Purpose</b>
KRA-R	Ohio's Kindergarten Readiness Assessment Revised will be administered to all Kindergarten students as early in the school year and possible and definitely within the first 20 days of instruction. This assessment will provide Kindergarten teachers with valuable initial data around students' readiness to engage with instruction aligned to the kindergarten standards.
DIBELs mClass	This assessment will be used as a foundational literacy skills screener, dyslexia screener, and progress monitoring assessment. It will be administered 3x per year to all students in Grades K-3, as well as to students in Grades 4-5 who have been identified for reading interventions.  LINC Academy will also take advantage of the mClass intervention suite, which will provide teachers with an efficient and effective way to group students during the Differentiated Instruction block based on need. In conjunction with our differentiation tools, this will enable us to better meet the needs of all learners, including those needing interventions, advanced learners, and multilingual learners.
FishTank and Illustrative Mathematics Unit Assessments	These formative assessments will provide teachers with in-process evaluations of student comprehension, learning needs, and academic progress. This data will not only help to inform and adapt lesson planning, but will also be another input into planning for the daily Differentiated Instruction block.
iReady for ELA and Math	iReady is a nationally-normed benchmark assessment that LINC Academy will use to understand all students' progress towards grade-level targets. It will be administered to all students 3x per year.

	iReady also provides teacher toolkits that will serve as another source of helpful Differentiated Instruction resources for all students, including those identified for interventions and advanced learners.
Ohio Achievement Test (OAT)	In accordance with the State of Ohio, all students in Grades 3-5 will be required to take the OAT each year in ELA and Math. Students in Grade 5 will also take the OAT in Science.

## E. SPECIAL STUDENT POPULATIONS

### ***Students with Disabilities***

LINC Academy is committed to the education of *all* students, including students with special needs, and enrollment is open to anyone who would like to enroll.

After enrollment, all students will participate in the screenings listed above as relevant (KRA-R, DIBELS, iReady). This will provide LINC Academy with valuable academic information for each student. With this data in hand, LINC Academy teachers and staff will be able to provide students with support and developmentally appropriate instruction from the very first days of school. Moreover, it will allow for rapid identification of students who are performing significantly below grade level. Ultimately this will lead to more timely identification of students with disabilities. LINC Academy will also use the universal screening tools to identify students who are performing significantly above grade level and who may need associated accommodations and differentiated learning opportunities. If students enroll at a time other than the beginning of the school year, universal screening tools will be administered as part of their welcoming process to the school.

### **Compliance with State and Federal Laws**

LINC Academy recognizes and acknowledges that it is a Local Education Agency (LEA) and is prepared to carry out all the obligations placed on an LEA by Public Law 105-17 (IDEA) and other federal and state laws. In compliance with federal and state laws, and in accordance with Ohio Revised Code, LINC Academy will:

- Admit children with disabilities on the same basis as children without disabilities. LINC Academy does not discriminate in its admission policies or practices on the basis of intellectual ability. In accordance with state and federal law and regulation, LINC Academy will provide the specialized instruction and support that children with disabilities need in order to make developmentally appropriate progress. Appropriately certified teachers will provide and coordinate any services that may be required by an Individualized Education Plan or 504 Plan. To the maximum extent possible, these students will be included in classes with their non-disabled peers.
- Account for students by disability category by conducting a child count each December 1, along with a revised count the following June. For children already identified as needing specialized instruction at enrollment, LINC Academy will immediately implement the IEP, as required by law.

- Establish written policies and procedures, in compliance with the Ohio Revised Code, to ensure that all children with disabilities that are enrolled and who are in need of special education and related services are identified, located, and evaluated. LINC Academy will inform parents of children applying to or enrolled in the school regarding special education services and programs and how to request them. LINC Academy will put in place systemic screening activities that lead to the identification, location, and evaluation of children with disabilities enrolled at the school.
- Hire only teachers and support personnel who provide special education or related services to children with disabilities with appropriate certification(s) and contract with interpreters as needed.
- Use IEPAnywhere to maintain educational records for children with disabilities consistent with the regulations for the Family Educational Rights and Privacy Act of 1974 (FERPA).
- Acknowledge all existing IEPs as written; if appropriate, IEPs will be revised to fit the LINC Academy school model. A Student Success Team will be formed for each student with an existing IEP and the team will meet as necessary to make any needed updates to the goals and services on the student's existing IEPs. Required services that are not directly provided by the school will be provided by a contracted service provider.

#### Multi-Tiered System of Supports (MTSS)

Our MTSS system uses the Response to Intervention (“RTI”) model for intervention on instruction and behavior. In addition to rigorous instruction at Tier I, a school-wide focus on socioemotional learning and a commitment to providing students with a range of academic, behavioral, and emotional interventions as needed, will support all students in achieving academic success and thriving as learners and citizens.

The LINC Academy MTSS system includes a tiered Response to Intervention and Instruction (RTII) model that emphasizes the important role that high-quality classroom instruction plays in meeting students' learning needs. RTII is an ongoing process of using student performance and other data to guide instructional and intervention decisions with a focus on making sure that all students' instructional needs are being met. The RTII approach represents a process for assessing and maximizing the "opportunity to learn" for students who are struggling in any content area and emphasizes the importance of effective and responsive instruction and early intervention services for all students prior to making a referral to special education. Schools proactively identify students in need of additional academic support before they fall too far behind their peers. The ultimate goal of RTII is for all students to perform at a proficient or advanced level because they have received appropriate instruction, accommodations, and modifications throughout the year.

At LINC Academy, we will utilize a range of curriculum tools across each Tier of our MTSS System:

Curricula and Interventions	
Tier I (Delivered by Teacher)	Tier I is characterized by high-quality classroom instruction for all children.

Curricula and Interventions	
	<ul style="list-style-type: none"> <li>• Accommodations and Modifications: Increase options for presentation, expression, and engagement</li> <li>• Opportunities for Differentiation: e.g., working with small groups or one-on-one as necessary, strategic re-teaching groups, differentiated phonics instruction, flex grouping, alternate teaching by special education teacher</li> </ul>
Tier II (Delivered by Special Education Teachers)	<p>Tier II is an opportunity for more intensive small-group instruction for students whose performance data suggest that they could benefit from additional targeted instruction.</p> <p>Tier II curriculum resources:</p> <ul style="list-style-type: none"> <li>• <i>iReady</i></li> <li>• <i>REFLEX</i></li> <li>• <i>DIBELS mClass intervention suite</i></li> </ul>
Tier III (Delivered by Special Education Teachers)	<p>Tier III is considered intensive intervention, which may be sustained across multiple years. Additional Tier III curriculum resources will be determined based on student need.</p>

Teachers at LINC Academy will be provided with ongoing professional development to implement high quality instruction in Tier I and targeted intervention at Tiers II and III while also supporting students' diverse mental health needs.

### ***English Language Learners***

As needed, LINC Academy will provide comprehensive programs in ELL (including sheltered language instruction for language learners, along with targeted coaching and support). Based on its small school size and neighborhood demographics, the school plans to initially contract for fractional, licensed ELL staff. That being said, we will adjust our resources in this first year as well as subsequent years to meet increasing demand for services, as necessary.

### **Identification of ELL Students**

LINC Academy will identify students who are English Language Learners at the time of registration through incorporating the Ohio Language Usage Survey into our application materials. The school will then administer the Ohio English Language Proficiency Screener to students upon enrollment in grades kindergarten through high school if the student's language usage survey and student records indicate the student is a potential English learner.

All ELL students shall have access to and will be encouraged to participate in all LINC Academy educational programs, opportunities, and extracurricular activities available. Equal Education Opportunity Act, 20 U.S.C. § 1703; Title VI, Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq. ELL

students may exit the ELL Program at LINC Academy provided they meet all exit criteria for English language proficiency, in accordance with requirements established by applicable federal law and the Ohio Department of Education.

#### Supporting ELL Students

As noted above, LINC Academy will employ or contract for an ELL teacher, who will follow a push-in/pull out model, providing flexibility within an inclusion setting. The ELL teacher, working closely with the classroom teacher, will ensure that the program is customized according to the needs and growth of each student. During push-in, the teacher will interact with ELL(s) throughout regular classroom instruction, targeting specific skills for growth in English within whole-class activities. In pull-out, whether individually or in small groups, students will receive focused English language instruction that directly supports the skills needed for success within the regular classroom.

The ELL teacher may choose to supplement services provided within the grade level content classes with small group and/or one-on-one support both during and after the school day as needed. Such services shall also be in support of the ELL Program's goals and aligned to Ohio standards.

The success of the school's ELL program will ultimately be measured by: ELL students increasing scores within their level of the program; ELL students testing to the next level of the program; and ELL students testing out of the program as evidenced by yearly English proficiency testing. Success will also be measured by an increase in academic scores on a content area standardized test.

#### ***Gifted Students***

LINC Academy's curriculum and instructional approach works to the benefit of gifted and accelerated learners. We use assessments, projects, and differentiated instruction to develop a comprehensive body of evidence for each student to determine proficiency. To apply this information, we will utilize student-centered learning strategies, including supplemental intervention or enrichment and flexible grouping. LINC Academy will:

- Honor students' Gifted Individualized Education Plans (GIEPs) through extension and modification of existing curricula within the classroom.
- Utilize strategic grouping of students and targeted learning opportunities during differentiated instruction blocks to maximize students' growth and development.
- Provide extracurricular activities and resources to allow advanced students to pursue their interests.

## **F. SCHOOL CULTURE AND CLIMATE**

In order to realize its mission and vision, it is critical for LINC Academy to create and maintain a safe, supportive, inclusive, and joyful school culture model that is also reflective of our strong focus on developing leadership and social-emotional skills and deep belief in restorative practices. Some foundational elements of our school culture model include:

### ***Morning Motivation***

Every morning, the staff and students will kick off the school day together at a whole-school Morning Motivation Assembly. This time will provide an opportunity for staff and students to greet each other, exchange announcements and reminders, offer up shout outs, and spend dedicated time focusing on an SEL or leadership skill together, recognizing each other's achievements, celebrating and learning more about the different cultures within the LINC community, and engaging in community-building activities. By incorporating this routine into the daily fabric of the school, LINC will consistently reinforce SEL principles, promote a positive school culture, and recognize and celebrate the efforts of students in demonstrating social-emotional competencies and leadership skills.

While the scope and sequence of Morning Motivation focus areas and activities will evolve over the course of the school year, SEL and leadership programming will align with the LINC Habits and planning will be guided by the following principles:

1. Consistency: Maintain a consistent schedule and structure for Morning Motivation to build routine and reliability.
2. Student Engagement: Incorporate student ideas and leadership in planning and executing Morning Motivation sessions.
3. Reflection Time: Allocate brief moments for self-reflection or journaling to reinforce learning from Morning Motivation activities.
4. Adaptability: Be flexible and adjust focus/activities based on the emotional needs and dynamics of the school.
5. Feedback Loop: Encourage feedback from students and staff to continuously refine and improve the Morning Motivation program.

### ***Morning Meeting***

Another Strong Start component of the LINC school day is Morning Meeting. Following Morning Motivation, each classroom will come together for 15 minutes to greet and check-in with each other as a class, engage in a short SEL or leadership mini-lesson (aligned to that day's Morning Motivation or class-specific needs) and spend dedicated time on reflection, goal-setting, or mindfulness activities. While specific content may vary by class, implementation in all classrooms be grounded in the following principles:

6. Consistency: Establish a routine for the morning meeting to create a sense of predictability and safety for students.
7. Student Leadership: Encourage students to take turns leading different parts of the meeting to foster a sense of ownership and responsibility.
8. Adaptability: Be flexible and adjust activities based on the emotional needs and dynamics of the class.
9. Feedback Loop: Allow students to provide feedback on what they enjoyed or what could be improved in the morning meeting structure.

### ***Multi-Tiered Systems of Support for Behavior***

As mentioned above, we will also use an MTSS model aligned with the Student Code of Conduct (as defined in Board Policy 271) to provide behavioral support and intervention to students based on their needs. The supports and interventions at each stage are designed to combine restorative justice practices and SEL strategies.

<b>Supports and Interventions</b>	
Tier I Universal Supports (Primary Prevention)	<ul style="list-style-type: none"><li>● Target Audience: All students in the school.</li><li>● Purpose: Tier 1 interventions aim to support the needs of the entire student population by providing a strong foundation for positive behavior and academic success.</li><li>● Characteristics:<ul style="list-style-type: none"><li>○ Implemented school-wide.</li><li>○ Focuses on prevention through proactive strategies.</li><li>○ Involves evidence-based practices that benefit the general student body.</li><li>○ Includes a positive school climate, clear behavior expectations, and social-emotional learning (SEL) instruction.</li></ul></li><li>● Supports may include but are not limited to: Explicit SEL instruction for all students, a school-wide framework emphasizing positive behavior reinforcement, establishing clear classroom expectations, Morning Motivation and Morning Meeting, and family engagement (see below).</li><li>● Interventions may include but are not limited to: Circles and restorative conferencing, restorative practices in classroom management (focus on repairing harm and rebuilding relationships), reflection and goal-setting, mindfulness practices.</li></ul>
Tier II Targeted Supports (Secondary Prevention)	<ul style="list-style-type: none"><li>● Target Audience: Students who require more support than what's provided in Tier 1 but don't need intensive individualized interventions.</li><li>● Purpose: Tier 2 interventions are designed to address the needs of a smaller group of students who may be at risk of developing more significant behavioral or academic challenges.</li><li>● Characteristics:<ul style="list-style-type: none"><li>○ Typically involves small-group interventions.</li><li>○ Additional support provided beyond the universal strategies of Tier 1.</li><li>○ Interventions are more targeted and focused on specific needs.</li><li>○ Monitored closely to track progress and adjust interventions as needed.</li></ul></li><li>● Supports may include but are not limited to: Targeted social-emotional or behavioral interventions and small-group counseling sessions.</li></ul>

	<ul style="list-style-type: none"> <li>Interventions may include but are not limited to: Positive behavioral supports, problem-solving groups, counseling sessions to address specific needs.</li> </ul>
Tier III Intensive Supports (Tertiary Prevention)	<ul style="list-style-type: none"> <li>Target Audience: Students with significant and persistent challenges that require individualized and intensive interventions.</li> <li>Purpose: Tier 3 interventions are highly specialized and tailored to meet the specific needs of individual students who require intensive support to succeed academically and behaviorally.</li> <li>Characteristics: <ul style="list-style-type: none"> <li>Involves individualized plans for students based on comprehensive assessments.</li> <li>Highly personalized interventions and supports.</li> <li>Often requires collaboration with specialists and outside resources.</li> <li>Monitored closely with frequent progress assessments.</li> </ul> </li> <li>Supports and interventions may include but are not limited to: Individual behavior intervention plans (BIPs), functional behavior assessments (FBAs), one-on-one counseling or therapy, specialized academic support, and involvement of external agencies or professionals.</li> </ul>

### ***Suspension and Expulsion Policy***

All students are expected to conform to the Student Code of Conduct at all times, whether on school premises, at school activities or functions (on or off the school premises), and riding transportation to and from school and are subject to the school's disciplinary process when they fail to do so.

Students may also be subject to the school's disciplinary process for a violation of the Student Code of Conduct, regardless of where it occurs, if the misconduct is directed at school staff, students or their property, affects the school environment or takes administrator's time and resources.

As noted above, the school will also establish an evidence-based school wide system of positive behavioral interventions and supports as part of its MTSS model. This system will apply in all settings to all students and staff and shall include family involvement, as per Board Policy 276. Any suspensions or expulsions will be administered consistent with Board Policy 273.

### ***Family Engagement and Communication***

As stated in our foundational beliefs, the success of our model is dependent on creating an environment where families feel a true sense of safety and belonging and have authentic decision-making power in policies, curriculum, and planning for their children's future. Our family engagement strategy will begin the moment we enroll our first student and will continue throughout the year. Formally, it will include regular family engagement events and activities, bi-annual family-teacher conferences, weekly school-wide newsletter communications, and the establishment of a Family Council that will meet

monthly to provide feedback and input to the school leadership team. Informally, the school will encourage families to visit the school and meet with teachers and/or leaders as regularly as needed and will provide a tool such as Remind or Class Tag to enable easy and accessible two-way communication between families and teachers and families and leaders.

### ***Measurement***

LINC Academy will measure and monitor the strength of its culture and climate in a variety of ways, which collectively will enable the team to refine and continuously improve strategies as necessary. These will include:

- Regular collection of data around behavior incidents and analysis of patterns to identify areas for improvement.
- Locally-created leadership walkthrough tools covering school culture and instruction.
- Locally-developed, age-appropriate tools for students in Grades 3-5 to engage in self-reflection around the LINC Habits.
- Bi-annual student, parent, and staff surveys. While the staff survey will be created locally, the school will source research-based tools from a provider such as Panorama Education for the parent and student surveys. This approach will also enable us to access national benchmarks from the provider as well as from peer organizations who use the same tools.

## **G. PROPOSED OUTCOMES**

For its founding years, LINC Academy will focus on a small set of foundational metrics and target outcomes that are aligned with its mission and vision and that will collectively assess the strength of its academic and culture models and help identify opportunities for continuous improvement.

For all student and family metrics, outcomes will be reviewed in the following ways in order to assess the extent to which the LINC model is effective for all students:

- Overall student population
- By grade-level
- At the sub-group level (by race, gender, special population, socio-economic status)

Staff metrics will also be broken down by key sub-groups (including gender, race, age-group) in order to support the leadership team in identifying significant differences in the staff experience that need to be intentionally analyzed and addressed.

### ***Academic Outcomes***

- Attendance: Student attendance is > peer group average (as defined in the Performance Accountability Plan) and the average of all community schools in Columbus.
- Chronic absenteeism: Chronic absenteeism < peer group average (as defined in the Performance Accountability Plan) and the average of all community schools in Columbus.
- iReady: At least 80% of students will meet established growth targets.
- *Note: Ohio Achievement Test metric(s) and target(s) to be established as the school expands to serve Grades 3-5.*

### ***School Culture + LINC Habits in Action***

- TBD internal metrics and target(s) based on aligned staff, student, and family questions re: feelings of safety and belonging while at school (will depend on survey tools selected and informed by national benchmarks).
- TBD internal metric(s) and target(s) based on internal walkthrough tool

### ***Staff Satisfaction and Retention Outcomes***

- Staff net promoter score  $\geq 40$  (based on nonprofit benchmarks for employees)
- Annual staff year-over-year retention  $\geq 75\%$

### ***Family Engagement and Satisfaction***

- Annual student year-over-year retention  $\geq 85\%$  (Charter School Growth Fund average for comparable networks)
- Family satisfaction with the LINC Academy experience: 75% or more will report an overall school satisfaction rate of satisfied or extremely satisfied with the LINC Academy educational experience.
- Family net promoter score  $\geq 60$  (based on nonprofit benchmarks for service users)

## **H. OUTCOME SUPPORT TEAMS**

As a small school with a proportionally-sized staff, LINC Academy will focus initially on building and supporting the following teams:

School Leadership Team	<ul style="list-style-type: none"><li>● Composed of the Principal, Director of Curriculum and Instruction, Director of Enrollment and Operations, and School Counselor.</li><li>● Works to support all elements of teaching and learning and school culture at LINC Academy.</li><li>● Establishes and monitors schoolwide systems, processes, and routines.</li><li>● Reviews all data as available, looking for trends and insights that can be used to identify and respond to issues and opportunities to improve.</li><li>● Shares family and community engagement responsibilities.</li></ul>
School Culture Team	<ul style="list-style-type: none"><li>● Composed of the School Leadership Team and at least two instructional team members who have experience, interest, and/or desire to support LINC Academy's positive and joyful school culture.</li><li>● Share responsibilities for planning Morning Motivation and other school wide community building activities.</li></ul>
Response to Intervention Team	<ul style="list-style-type: none"><li>● Facilitated by the Principal and Director of Curriculum and Instruction as well as the school counselor and rotating teacher team members.</li><li>● Other key team members may be invited to participate.</li><li>● Focuses on analysis of student performance data and ensuring that appropriate interventions are in place at the various MTSS levels.</li></ul>

	<ul style="list-style-type: none"> <li>Ensures timely and appropriate allocation of intervention resources in support of students on the intervention continuum.</li> </ul>
Absence Intervention Team	<ul style="list-style-type: none"> <li>Monitor monthly attendance and HB 410 data.</li> <li>Identify trends, root causes, and potential supports for families who may be struggling with attendance.</li> <li>Ensure compliance with all regarding habitually absent students, collaborating with additional school staff as necessary on individual student interventions.</li> <li>Meets monthly (more often if necessary to ensure HB 410 compliance).</li> </ul>

## APPENDIX A: LINC Habits in Action

- **L:** Lead and learn with love. Students learn in a small school community and joyful classrooms designed to create a sense of connectedness and belonging. They feel comfortable being curious and taking risks.

<b>Leading and learning with love takes</b>	<b>Habits</b>
Encouragement	<ul style="list-style-type: none"> <li>-I use my voice and uplift others to use theirs</li> <li>-I believe in myself and celebrate my success</li> <li>-I believe in and celebrate the success of others</li> <li>- I spread positivity to others</li> </ul>
Collaboration	<ul style="list-style-type: none"> <li>-I show kindness to my teammates, teachers, and community</li> <li>-I actively listen to others</li> <li>-I offer to help my community</li> <li>-I work thoughtfully with my teammates</li> </ul>
Passion	<ul style="list-style-type: none"> <li>-I am excited to learn, and I am invested in my learning</li> <li>-I share my excitement and interests with my teammates</li> </ul>

- **I:** Imagine the future. Students have daily opportunities to work with peers and practice collaboration and creative problem-solving skills.

<b>Imagining the Future takes:</b>	<b>Habits</b>
Curiosity, Creativity, and Critical Thinking	<ul style="list-style-type: none"> <li>-I try new things and take risks</li> <li>-I ask questions</li> <li>-I am excited about new challenges</li> <li>-I believe that I and my teammates can keep growing</li> <li>-I look for creative solutions</li> <li>-I value others' opinions and perspectives</li> </ul>

- **N:** Navigate and charter their way.

Students will charter and navigate their way as they explore passions and find their purpose. This will be done in support with their educators, families, and greater community.

<b>Navigating and chartering the way</b>	<b>Habits</b>
--	---------------

<b>takes:</b>	
<i>Drive and Determination</i>	<ul style="list-style-type: none"> <li>-I self advocate: I ask for help when I need it from my teammates and community</li> <li>-I use my resources to support my learning</li> <li>-I show up as my authentic self</li> <li>-I hold myself and others accountable</li> </ul>

- **C:** Change the world. Students develop and activate early leadership skills to create a positive future for themselves and their communities.

<b>Changing the world requires:</b>	<b>Habits</b>
<i>Empathy</i>	<ul style="list-style-type: none"> <li>-I care about my community</li> <li>-I value my relationships</li> <li>-I am curious about myself and others</li> </ul>
<i>Self Awareness</i>	<ul style="list-style-type: none"> <li>-I am curious about my growth and "the me I am learning to be"</li> <li>-I receive feedback openly</li> <li>-I provide feedback to others with care</li> </ul>
<i>Action</i>	<ul style="list-style-type: none"> <li>-I do the things I say I'll do</li> <li>-I work with others to make a plan for my future</li> <li>-I do what is right even when, and especially if, it's hard</li> <li>-I recognize that change comes from working together (in solidarity)</li> </ul>

**APPENDIX B: Example Daily Schedule for K-2 (2024-25 School Year)**

	Kindergarten	First Grade	Second Grade	
8:00 - 8:25	Doors Open; Breakfast	Doors Open; Breakfast	Doors Open; Breakfast	
8:25 - 8:50	Morning Motivation	Morning Motivation	Morning Motivation	
8:50 - 9:05	Morning Homeroom	Morning Homeroom	Morning Homeroom	
9:05 - 9:15	Math 9:15-9:30 9:30-9:45 9:45-10:00	Math 9:05-10:05	Math 9:05-10:05	
10:00-10:15				
10:15-10:30				
10:30-10:45				
10:45-11:00	ELA 10:45-11:15 11:00-11:15 11:15-11:30 11:30-11:45	ELA 10:15-11:15 Recess 11:15-11:45	Gym or Art 10:15-11:00 Math Routines and Math Review Word Study	
11:45-12:00				
12:00-12:15				
12:15-12:30				
12:30-12:45	Word Study & Heggerty 12:20-1:15	Word Study & Heggerty 12:20-1:15	Lunch 12:20-12:50 Heggerty ELA 1:00-2:00	
12:45-1:00				
1:00-1:15				
1:15-1:30	Math Routines and Math Review 1:30-1:45	Math Routines and Math Review 1:45-2:00		
1:30-1:45				
1:45-2:00				
2:00-2:15				
2:15-2:30	Differentiated Instruction 1:45-2:30	Gym or Art 1:45-2:30	Recess 2:15-2:45	
2:30-2:45				
2:45-3:00				
3:00-3:15				
3:15-3:30	Closing Circle and Pack-Up	Closing Circle and Pack-Up	Closing Circle and Pack-Up	

## APPENDIX C: LINC Academy School Calendar (2024-25 School Year)

## 2024-2025 LINC Academy School Calendar

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	Sa
			1	2		
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### July

0 Instructional Days

### August

1 - 20 Staff Work Days / Professional Development  
21 First Day of School for All Students  
30 Staff PD - No School for Students

### September

2 Labor Day - School Closed  
23 Staff PD - No School for Students

### October

14 Conferences - No School for Students  
15 Staff PD - No School for Students  
16 - 18 Fall Break - School Closed

### November

8 Staff PD - No School for Students  
27 - 29 Thanksgiving - School Closed

### December

2 Staff PD - No School for Students  
23 - 31 Winter Break - School Closed

### January 2025

1 - 3 Winter Break - School Closed

20 MLK Day - School Closed  
21 Staff PD - No School for Students

### February 2025

6 Conferences - No School for Students  
7 Staff PD - No School for Students  
17 President's Day - School Closed

### March 2025

24 - 28 Spring Break - School Closed

### April 2025

18 School Closed

### May 2025

5 Staff PD - No School for Students  
26 Memorial Day - School Closed  
30 Last Day of School for All Students

### June 2025

2-3 Staff Work Days / Professional Development

0 Instructional Days

# Linc Academy: Columbus

## Attachment 5 – Performance and Accountability Plan

Effective Date: July 1, 2024

### Overview

The Performance and Accountability Plan sets out the performance standards and requirements measured annually 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 indicators:

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, the school will conduct an annual survey of parents and families. At least 60% of parents and families will return the survey and 75% of the responses will rate the teachers and school favorably.
  - 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 (or successor) 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:	Columbus City Schools	Comm. School 1:	Central Point Preparatory
IRN:	043802	IRN:	Academy (019199)
Dist. School 1:	Avondale Elementary School	Comm. School 2:	United Preparatory Academy
IRN:	001396	IRN:	014467

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

**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 Performance and Accountability Plan and performance indicators 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.*

The School does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding non-discrimination policies:

**PRINCIPAL**

33 North Grubb Street

Columbus, Ohio 43215

The language above will be posted on the School's website within two clicks of the home page; in all other School-related documents made available to students, parents, staff, and applicants (e.g., student newspapers, parent newsletters, student handbooks, employee handbooks, application forms, recruiting materials, etc.); and in a conspicuous place in the School building. This language will also be provided to parents, students, and employees prior to the start of each school year.

The designated individual will serve as the requisite coordinator for each of the following:

**Policy 221 (Access to Equal Educational Opportunity), Policy 222 (Title IX Coordinator), Policy 228 (Section 504), Policy 264 (Sexual and Other Forms of Harassment), and Policy 305 (Nondiscrimination).**

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, except that admission may be limited to the geographic area and grade or age levels specified in the Community School Contract.

The School will not discriminate in the admission of students to the School on the basis of race, creed, color, disability, sex, intellectual ability, measures of achievement or aptitude, or athletic ability, provided, however, that the School may limit admission to students identified as "at risk" in the Community School Contract. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

Notwithstanding anything contrary in this policy, 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.

**Lottery Procedures**

If there are more applicants than there are spaces, a lottery will be conducted in the following manner:

- Each applicant will be assigned a number;
- The numbers will then be drawn at random by a disinterested third party;
- The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
- Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list;
- The school may separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year and students who reside in the district in which the school is located will have first preference for a position;
- Secondary preference may be given to siblings of existing students and students who are the children of full-time School Staff, provided the total number of students receiving this preference is less than five percent (5%) of the School's total enrollment.

*R.C. 3314.06. See Policy 206 General Notice of Non-Discrimination, Policy 221 Access to Equal Educational Opportunity, Policy 241.3 Compulsory and Early Kindergarten Admission, Policy 241.5 Enrollment and Residency Policy, and Policy 241.6 Tuition for Out-of-State Students.*

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### **241.3                   Compulsory and Early Kindergarten Admissions**

The School shall admit or evaluate children seeking admission to kindergarten in accordance with the following:

- A. The School shall admit a child to kindergarten if the child is five years of age prior to \_\_\_\_\_ August 1 or X September 30 [check one] of the year of admittance.
- B. Notwithstanding the provisions provided below, for a child who does not meet the age requirements for mandatory admission to kindergarten, but who will be five years of age prior to January 1 of the year in which admission is requested, the School shall evaluate the child for early admittance in accordance with this policy upon referral by the child's parent or guardian, an educator employed by the School, a preschool educator who knows the child, or a pediatrician or psychologist who knows the child. Following such evaluation, the Board or its designee shall make a decision as to whether to admit the child based on the child's score on the evaluation and any other factors it deems relevant.
- C. For purposes of this policy, the Board-designated evaluation procedure will consist of a readiness test administered to a prospective kindergartner by the Board's designee.
- D. The School chooses not to admit a child seeking admission to kindergarten or first grade who will not be five prior to January 1 of the year in which admission is requested, and therefore the School has no Academic Acceleration Policy.
- E. First Grade eligibility shall be based on the admissions, promotion, and retention policies of the School.

*R.C. 3321.01*

## **241.5 Enrollment and Residency Policy**

The School admits students residing in the home district of Columbus City School District, and statewide (“admissions areas”). The School serves grades K - 5 as per its Community School Contract with its Sponsor.

A child shall be admitted to the School as a student, if the child’s parent resides in the School’s admission areas. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. Any one (1) of the following documents can be used to establish proof of residency for verification of a child’s ability to be enrolled. These items must be current, be in the parent’s name, and include a street address. A post office box address cannot be used to validate residency records:

- a. A deed, mortgage, lease, current home owner’s or renter’s insurance declaration page, or current real property tax bill; or
- b. A utility bill or receipt of utility installation issued within ninety days of enrollment; or
- c. A paycheck or paystub issued to the parent or student within ninety days of enrollment that includes the address of the parent’s or student’s primary residence; or
- d. The most current available bank statement issued to the parent or student that includes the address of the parent’s or student’s primary residence; or
- e. Documented affirmation of the parent’s address from the district of residence where the parent currently resides; or
- f. Notarized affirmation of current address from parent or student if over age 18; or
- g. A USPS return receipt from a certified letter sent to the parents by the district of residence; or
- h. Written confirmation of the parent’s current address from the Ohio Department of Job and Family Services; or
- i. Written confirmation of the parent’s current address from a local law enforcement agency; or
- j. Any other official document issued to the parent or student that includes the address of the parent’s or student’s primary residence and as approved by the Ohio Superintendent of Public Instruction.

If there is a change in the location of the parent or student’s primary residence, the student’s parent must notify the School immediately.

The School shall monthly review the residency records of students enrolled in the School and shall provide an annual verification to the Ohio Department of Education that students are entitled to attend the School. Notwithstanding anything contrary in this policy, after a student’s initial submission of one of the approved proof of residency records for enrollment purposes, the School may utilize either: one (1) newly submitted proof of residency documents listed in (a) through (j), or one (1) signed parent statement identifying the student’s primary home address in order to conduct the monthly and annual verification. The Principal or his or her designee will compare

each submitted proof of residence with the School's EMIS records to ensure that EMIS reporting is accurate that students are permitted to enroll.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If the School and Parent disagree as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the School and the Student's home district (district of residency) disagree about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student's home district. If the district of residence challenges the student's residency, the Principal may request additional documentation from the Parent, which may be provided to the student's home district.

*R.C. 3314.03(A); R.C. 3314.11; R.C. 3313.64(B)(1); R.C. 3313.64(K)*

See also Appendix 241.5-A Residency Verification Procedures; Appendix 241.5-B Monthly Residency Verification Report; Policy 204.8 Migrant Students; Policy 241 Admissions and Lottery Standards; Policy 241.3 Compulsory and Early Kindergarten Admissions; Policy 252 Missing and Absent Children; Policy 294 Student Records and Release of Information; Policy 297 Homeless Children and Youth Policy; and Policy 298 Grandparent Caretaker Policy.

## LINC Academy Racial and Ethnic Balance Plan

Racial and Ethnic Demographics of Columbus, Ohio:

<b>Race/ Ethnicity</b>	<b>Percentage of Total City Population</b>
White	54.9%
Black	29.1%
Hispanic or Latino	6.7%
Asian	5.8%
American Indian/ Alaska Native	0.2%
Native Hawaiian or Pacific Islander	0.0%
Two or more races	7.1%

*Based on most recent available census data.*

Racial and Ethnic Demographics of the Franklinton neighborhood:

<b>Race/ Ethnicity</b>	<b>Percentage of Population</b>
White	52%
Black	29%
Hispanic or Latino	10%
Asian	1%
American Indian/ Alaska Native	0%
Native Hawaiian or Pacific Islander	0%
Two or more races	4%
Other	3%

*Based on most recent available census data.*

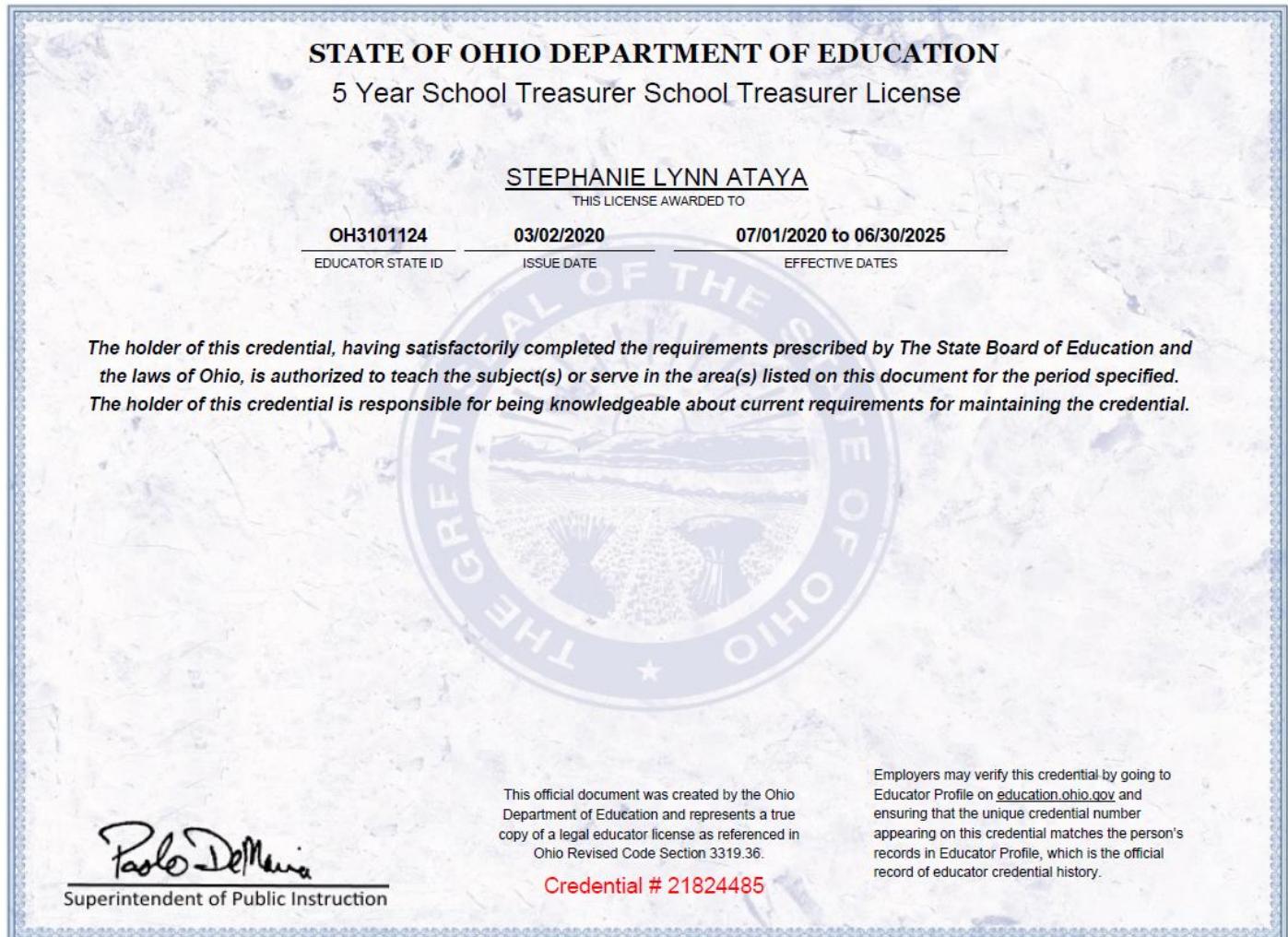
The School will attempt to achieve racial and ethnic balance reflective of the community where it is located (which are similar to the demographics of the city of Columbus overall). To do this, the School will engage in targeted marketing (social media + direct mail), family outreach, and community-based relationship-building efforts throughout its immediate neighborhood as well as surrounding neighborhoods.

The Principal of the School will monitor the School's racial and ethnic balance on an annual basis, and may suggest revisions to targeted marketing and recruitment efforts from time to time to improve the School's racial and ethnic balance.

## Fiscal Officer License and Contact Information

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

Phone: (330) 564-8531  
Email: [Stephanie.Ataya@marcumllp.com](mailto:Stephanie.Ataya@marcumllp.com)





## PUBLIC OFFICIAL BOND

**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

**KNOW ALL MEN BY THESE PRESENTS:**

No. **999317492**

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 Linc Academy Columbus

33 N. Grubb St., Columbus, OH 43215

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

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

(\$50,000.00 ) 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 March 1, 2024 and ending on March 1, 2025.

**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 Linc Academy Columbus

33 N. Grubb St., Columbus, OH 43215

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 cancellation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rata 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 March 18, 2024.

Stephanie Ataya



The Ohio Casualty Insurance Company

By: Timothy A. Mikolajewski

Timothy A. Mikolajewski

Attorney-in-Fact

## OATH OF OFFICE

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support, protect and defend the Constitution of The United States and the Constitution of the State of \_\_\_\_\_ and that I will discharge the duties of my office of \_\_\_\_\_

with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not knowingly violated any election law of this State, or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office than the compensation allowed by law. So help me God.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,



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: 999317492

Obligee: State of Ohio for Linc Academy Columbus

Bond Amount: (\$50,000.00) Fifty 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 28th day of March, 2021.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of March, 2021, 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

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 18th day of March, 2024.



By:

Renee C. Llewellyn, Assistant Secretary

FY24 - May 2024

IRN No.: tbd

**Type of School: Brick & Mortar**

**County:** Franklin

**School Name:** LINC Academy

## Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended - through -, Actual and

the Fiscal Years Ending 2025 through 2029, Forecasted

Actual			Forecasted					
Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029	
\$ -	\$ -	\$ -	\$ 1,161,240	\$ 1,610,872	\$ 2,053,862	\$ 2,513,927	\$ 2,991,573	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
\$ -	\$ -	\$ -	\$ 1,161,240	\$ 1,610,872	\$ 2,053,862	\$ 2,513,927	\$ 2,991,573	
-	-	-	-	-	-	-	-	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
-	-	-	-	-	-	-	-	
-	-	-	1,602,300	1,824,605	2,145,762	2,608,584	3,089,070	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
\$ -	\$ -	\$ -	\$ 1,602,300	\$ 1,824,605	\$ 2,145,762	\$ 2,608,584	\$ 3,089,070	
-	-	-	-	-	-	-	-	
\$ -	\$ -	\$ -	\$ (441,060)	\$ (213,733)	\$ (91,900)	\$ (94,657)	\$ (97,497)	
-	-	-	-	-	-	-	-	
\$ -	\$ -	\$ -	\$ 86,625	\$ 89,224	\$ 91,900	\$ 94,657	\$ 97,497	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
-	-	-	354,435	124,509	-	-	-	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
-	-	-	-	-	-	-	-	
\$ -	\$ -	\$ -	\$ 441,060	\$ 213,733	\$ 91,900	\$ 94,657	\$ 97,497	
-	-	-	-	-	-	-	-	
\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ (0)	\$ 0	\$ 0	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)	
\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ (0)	\$ (0)	\$ 0	

## Assumptions

Assumptions Narrative Summary

Fiscal Year 2025-2029 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

\*FY2025 will be the first year of operations

\*The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68 and 7!

\*FTE Expected To Be 120 in FY2025 and Grow At 40 students per year until reaching cap of 28C

\*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 \$9,677 Per Pupil and grow by 2% per year

\*Facilities Funding Will Be \$1000/FTE for FY25-29

\*Management Fees will equal remaining funds available after all school expenses are paid creating a flow through model and 0 net position

\*Management Agreement with The Lincoln Center

\*School Management Contract Expires **6/30/29**

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

\*Salaries and Wages Are a Purchased Service From the Management Company and will increase with enrollment and inflation

\*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 FY2029 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

\* The School Anticipates Total Expenditures Per FTE To Be The Following Over The Next 5 Years;      **FY2025 \$13,352.50    FY2026 \$11,403.78    FY2027 \$10,728.81    FY2028 \$10,869.10    FY2029 \$11,032.39**

\* The Management Company will be donating its own funds to operate the school in its first 2 years of opening until school is self sustaining

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



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

Rev. January 1, 2024

## *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 when contracted with Marcum LLP.

### **FISCAL MANAGEMENT PROCEDURES**

#### **I. Purchasing**

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

Any items and contracts valued under \$9,999, that are included in the board approved budget, are considered approved by the governing authority upon its resolution. Any other item or contract valued over \$10,000 will be required to have a specific board approved resolution allowing the purchase.

In the latter, 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 for a single item. Depreciation will be computed using a straight-line method over 5 years for equipment and furniture, life of lease of any leased facility upgrades, and 40 years for building and its improvements.

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.

## **EDUCATION MANAGEMENT AGREEMENT**

This Education Management Agreement (the “Agreement”) is executed as of this 16th day of April, 2024, (the “Effective Date”) by and between FlutterBy Management LLC (“OPERATOR”), and LINC Academy: Columbus, an Ohio nonprofit corporation (“School”), (the School together with OPERATOR, each a “Party” and collectively the “Parties”).

WHEREAS, both OPERATOR and School qualify or have applied to be tax-exempt organizations under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, School has been granted a charter (the “Charter”) to organize and operate a charter school, by the Ohio Council of Community Schools (OCCS) (the “Sponsor”) pursuant to the State of Ohio Charter School Law, as amended (the “Charter School Law”);

WHEREAS, School is governed by a Board of Directors (the “School Board”);

WHEREAS, OPERATOR provides startup, management, and administrative services, along with associated support services, to new public community schools and desires to provide same to the School; and

WHEREAS, School and OPERATOR now desire to enter into this Agreement to govern their relationship as of the Effective Date.

NOW, THEREFORE, for and in consideration of the mutual undertakings in this Agreement, and for other good and valuable consideration, receipt of which is acknowledged the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

### **1. Term.**

a. Initial Term: Unless terminated earlier in accordance with this Agreement, the term of this Agreement (the “Term”) shall be for five (5) academic years, commencing on the opening of the School and expiring on the last day school is in session five (5) academic years later, or until such earlier termination pursuant to this Agreement. For purposes of this Agreement, an “academic year” shall mean fiscal year beginning July 1 and ending June 30 of each year.

b. Extensions: This Agreement will automatically renew for additional, successive terms commensurate with the term of the Charter unless one party notifies the other not less than one hundred twenty (120) days prior to the expiration of the then-current term of its intention to renegotiate or not renew this Agreement. Notwithstanding the foregoing, in no event shall the Term extend beyond the term of the Charter, as such charter may be extended from time to time.

### **2. Responsibilities.**

a. OPERATOR's Responsibilities and Provision of Services: OPERATOR shall provide the services described herein (the "Services") to the School subject to the direction, oversight and policies of the School, and the requirements of the Charter, and all Federal, State and local laws to the extent applicable to such Services. Regardless of the Services provided by OPERATOR under this Agreement, with the day-to-day operation of the School delegated to the OPERATOR, including:

- i. Transformational Education®. The term "Transformational Education Model" shall refer to OPERATOR's copyrighted name and staff development curriculum provided to the School by OPERATOR.
- ii. Purchasing or leasing all computers, software, equipment, and other personal property necessary for the operation of the School, which in the event of termination of this Agreement shall be disposed of pursuant to Section 14(a) and (b).
- iii. Executing on the School's business plan to promote the School's long term financial stability.
- iv. Developing and carrying out a comprehensive marketing plan that supports the School in recruiting, enrolling, and retaining students.
- v. Coordinating community relations and establishing community partnerships that provide resources to the students of the School.
- vi. Overseeing day-to-day management of the School, in accordance with the School's mission and in accordance with the Sponsor Contract and in compliance with obligations placed upon the School by its Sponsor and all applicable laws and regulations.
- vii. Draft operations manuals, forms, handbooks, and policies and procedures, which shall be approved by the Board.
- viii. Provide updated reports on financial, academic, and operation performance of the School and then reporting to these results to the Board, Sponsor, Ohio Department of Education and Workforce, and any entity as required by the Board.
- ix. Maintain all School compliance and reasonably address any deficiencies.
- x. Provide comprehensive human resource management services for all staff employed by the OPERATOR to work at the School.
- xi. Carry out all recruiting, hiring, and staff evaluation.
- xii. Develop and update a high-quality educational program aligned with the School's mission any requirements under the Sponsor Contract.
- xiii. Provide academic leadership to teachers, School leaders, and support staff including curriculum planning, teacher development, and team building.
- xiv. Develop and support the execution of a professional development schedule that aligns with the educational program and academic goals.
- xv. Lead and train administrative staff and ensure accurate student enrollment data is reported into student information systems (EMIS).
- xvi. Train and support School staff on data analysis, state testing, and progress monitoring.
- xvii. Lead curriculum development, including curriculum and individual learning plan framework, which shall be the intellectual property of the OPERATOR.

- xviii. Provide legal services on the Board's behalf for all matters relating to School operations to the extent no direct conflict of interest exists.
- xix. Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting, except where the School and the OPERATOR are in conflict.
- xx. Determine staffing levels, and select, evaluate, compensate (including salary and fringe benefits) assign, discipline, transfer and terminate personnel, consistent with the School's needs, the Sponsor Contract, and state and federal law.
- xxi. Perform advisory services regarding special education and special needs students, programs, processes and reimbursements.
- xxii. Provide special education services to eligible students enrolled in the School in compliance with federal, state or local laws, rules and policies, and assist in the performance of the School's obligation related to any special education due process hearing.
- xxiii. Provide to the Board regular reporting on the status of School report card progress and compliance with applicable standards.
- xxiv. Use reasonable efforts to assist with establishing locations to complete the statewide achievement and diagnostic assessments, and where students may receive counseling, instructional coaching, and testing assistance.
- xxv. Identify and apply for grants (federal, national, state, local and philanthropic).
- xxvi. Recruit and enroll students subject to general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Sponsor Contract and Board adopted policies, which shall be developed and revised in coordination with the OPERATOR and in compliance with all applicable federal, state and local law.
- xxvii. The OPERATOR shall procure necessary equipment, facilities and property for the operation of the School, including a suitable building for the School and shall operate control of that building.
- xxviii. The OPERATOR shall procure all necessary services for the operation of the School.
- xxix. Take all steps necessary and reasonable to ensure that the OPERATOR and the School complies with the Sponsor Contract, laws, ordinances, rules, regulations, and orders applicable to the School.
- xxx. The OPERATOR shall cooperate with the Board's legal counsel to schedule and prepare a proposed agenda for all required Board meetings.
- xxxi. Maintain all School records in compliance with law and the School's records policies and retention schedules; Respond appropriately to records requests, consulting legal counsel as necessary.

b. The School's Responsibilities

- i. The School shall exercise good faith in acting upon the recommendations of OPERATOR in all matters governed by this Agreement, including by not limited to OPERATOR's recommendations concerning additions and changes to policies, rules, regulations, and budgets.

- ii. The School shall cooperate with OPERATOR in furnishing all information and submitting all forms and reports required in connection with the School or this Agreement, including providing timely notice of all Board meetings. The School shall timely furnish OPERATOR all information, documents, and records necessary for OPERATOR to properly perform its responsibilities under this Agreement.
- iii. The School shall take all steps reasonably necessary to ensure that it complies with the Charter, and any laws, ordinances, rules and regulations applicable to the School or its responsibilities with regard to the School as set forth in this Agreement, including performance of all operations of the school not specifically agreed to be performed by OPERATOR in this Agreement, unless such requirements are or have been waived. If the School is notified by the State, by the Sponsor, by any governmental authority, or by any other person or entity that the School or OPERATOR may be in violation of the Charter or any applicable laws, ordinances, rules, and regulations, the School shall immediately notify OPERATOR of the claimed violation and shall take steps to cure in a timely fashion any and all such violations that relate to responsibilities of the School hereunder. School shall timely notify the OPERATOR of any known or anticipated: (1) material health or safety issues; (2) labor, employee or funding problems; and (3) problems of any other type that could adversely affect the School in complying with responsibilities hereunder.
- iv. The School shall engage a designated fiscal officer or treasurer. On or before the last day of May each year, the Board, with assistance from its designated fiscal officer/Treasurer and in consultation of the OPERATOR, will approve the annual budget for the School for the period beginning July 1 of that year, and ending June 30 of the next year and any revisions based on reasonable changes in circumstances (collectively, the "Annual Budget"). The OPERATOR shall present the Annual Budget to the Board in consultation with the School's Treasurer, and the Board shall approve the Annual Budget as presented provided it meets the minimum requirements of funding set forth in the Ohio Revised Code. The Board shall not refuse to approve the Annual Budget, unless there is an unquestionable failure of the proposed Annual Budget to fund the obligations of this Agreement or unless the proposed Annual Budget proposes an improper use of funds. If the Board believes that the proposed Annual Budget unquestionably fails to fund the obligations of this Agreement, the Board shall present its objections and the reasons for their position and shall work with its Treasurer, and the OPERATOR to resolve the dispute in ten (10) business days to the satisfaction of the OPERATOR and the School. If a resolution cannot be reached within ten (10) business days, the Board shall approve a budget reflective of the prior year's budget, pro rated by category proportionally to reflect changes to enrollment.
- v. The School shall timely pay the costs and fees for which the School is responsible under the "Fees" Section of this Agreement.

vi. School shall timely notify OPERATOR of any special or emergency meetings, and a representative of the OPERATOR shall be available for each meeting, unless attendance is waived by the Board. The Board shall invite a representative of the OPERATOR into any executive session of a meeting unless the topic of the executive session is a dispute or legal action against the OPERATOR or required to preserve attorney-client privilege.

### **3. Tax-Exempt Status.**

OPERATOR acknowledges and agrees that this Agreement is intended to be consistent with the School's status as a tax-exempt organization and both parties shall interpret this Agreement in such a manner so as to prevent this Agreement from preventing the School from obtaining its tax-exempt status or causing the School to lose its tax-exempt status and, if necessary, shall amend this Agreement in such a manner that will cause it to comply.

### **4. Real and Personal Property.**

Upon termination or expiration of this Agreement by either party for any reason, all real and personal property leased by OPERATOR to the School will remain the real and personal property and leases of OPERATOR, and all other personal property purchased by OPERATOR with the funds provided to OPERATOR by the School pursuant to Section 3314.0210 of the Revised Code will be the personal property of the School.

### **5. Subcontracts.**

The OPERATOR reserves the right to subcontract any and all aspects of services it agrees to provide the School. The OPERATOR shall be solely responsible for all costs, expenses and fees associated with such subcontractors, and shall ensure that subcontractors complete any required BCI/FBI criminal records checks.

### **6. Authority.**

OPERATOR and School, respectively shall have the 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 Charter School Law or the Charter.

### **7. Financial Arrangements.**

a. Fee. After payment of the Sponsor fee the School shall pay to OPERATOR the revenues (the "Fee") consisting of all state and federal per pupil allocations, technology or other operational funds, including private donations, endowments or grants applied for on behalf of the School, except for (A) reasonable legal fees for the Board's independent counsel, and (B) two percent of the base state per pupil allocation, up to the amount of \$10,000, which is to be retained by the School as a Board Reserve to be used by June 30 of each year for the School's benefit, for a

purpose to be decided by the Board. Leftover Board Reserve funds shall not accrue to the following year. Such Fee shall be used to accomplish OPERATOR's duties hereunder and for reasonable compensation for OPERATOR and all employees of OPERATOR hired to work for the School. The first invoice for the Fee shall be issued by the OPERATOR to the School in October, 2024 and shall account for fees due for July 2024, August, 2024, September 2024, and October 2024. With the exception of the first invoice, the OPERATOR shall invoice the School for the fee on a monthly basis.

b. Operating Expenses. In consideration of the Management Fee, the OPERATOR shall pay all Operating Expenses as set forth in the budget as they come due. As used in this Agreement, the term "Operating Expenses" shall mean the current expenses of operating the School, including, without limiting the generality of the foregoing: payroll processing expenses; personnel salaries and benefits expenses; cost of assessment materials; cost of equipment, technology, textbooks and other materials and supplies, including equipment lease expenses incurred by the OPERATOR in connection with the School; insurance premiums and deductible payments other than for insurance maintained by the Board pursuant to the Sponsor Contract; marketing expenses; fiscal officer fees; facility expenses; and other items reflected in the annual Budget. Operating Expenses shall not include: (A) Board compensation expenses; (B) other payments related to contracts entered into by the Board, provided however, the Board shall not enter into any additional contracts for services included in those provided by the OPERATOR pursuant to this Agreement; or (C) expenses made using restricted charitable contributions and restricted grant revenues, the source of which prohibits the use of said funds. The School shall receive written consent of the OPERATOR prior to entering into any contract described in (B) of the preceding sentence if the total cost of contract exceeds ten thousand dollars (\$10,000.00) payable within one year of execution of that contract. Payment of the OPERATOR for Operating Expenses shall take priority over the payment of any contract described by (B), above, and shall be paid before such contractor receives services. The OPERATOR shall be entitled to retain as compensation for services rendered pursuant to this Agreement the difference, if any, between the amount of the Fee for each fiscal year less any restricted charitable contributions and restricted grant revenue, the source of which prohibits the use of said funds, and the Operating Expenses for said Fiscal Year (the "Management Fee").

## **8. Termination For Cause by the School.**

The School may terminate this Agreement in the event OPERATOR materially breaches this Agreement. A material breach, without limitation, shall include

i. OPERATOR substantially breaches any of the material terms and conditions of this Agreement and either (A) fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from the School, or (B) if the breach cannot be reasonably cured within thirty (60) days, and

OPERATOR does not promptly undertake and continue efforts to cure said material breach within a reasonable time;

- ii. OPERATOR is liquidated or dissolved;
- iii. OPERATOR files a voluntary petition under any federal or state bankruptcy statute;
- iv. A third party files an involuntary petition against OPERATOR under any federal or state bankruptcy statute, which involuntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing;
- v. Failure to take necessary actions in reasonable time in case the School does not meet academic goals as set forth in the Charter;
- vi. OPERATOR fails to meet any of the material terms as required by the Charter and causes the Charter to be revoked, terminated, suspended, or reconstituted;
- vii. OPERATOR assigns this Agreement to a party unaffiliated with OPERATOR without the prior written consent of the School.

The School may also terminate this Agreement if necessary to comply with the Charter or federal or state laws or regulations, or if the School's Charter is suspended, terminated, or non-renewed.

## **9. Termination Notice.**

If any of the events set forth in Section 8 shall occur, in addition to any other notice and opportunity to cure required to be delivered under Section 8, the School may send to OPERATOR written notice of its intention to terminate this Agreement, specifying the section(s) of this Agreement upon which the School is relying for the termination ("Termination Notice"). This Agreement shall terminate thirty (30) days after the receipt of a Termination Notice by OPERATOR or the end of the then current school year, whichever occurs later.

## **10. Termination For Cause by OPERATOR.**

OPERATOR may terminate this Agreement in the event the School materially breaches this Agreement. A material breach, without limitation, shall include:

- i) The School substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from OPERATOR;
- ii) The School is liquidated or dissolved;

- iii) The School files a voluntary petition under any federal or state bankruptcy statute;
- iv) A third party files an involuntary petition against the School under any federal or state bankruptcy statute, which voluntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing;
- v) The School fails to pay any fees due to OPERATOR within sixty (60) 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;
- vi) The School assigns this Agreement without the prior written consent of OPERATOR; or
- vii) Suspension or termination of the Charter by the Sponsor.

## **11. Termination Notice.**

If any of the events set forth in Section 10 shall occur, in addition to any other notice and opportunity to cure required to be delivered under Section 10, OPERATOR may send to the School written notice of its intention to terminate this Agreement, specifying the section(s) of this Agreement upon which OPERATOR is relying for the termination (“Termination Notice”). This Agreement shall terminate thirty (30) days after the receipt of a Termination Notice by the School or the end of the then current school year, whichever occurs later.

## **12. Duties upon Notice of Termination and Termination.**

Unless otherwise agreed in writing by the Parties, the Parties agree to continue charter school operations through the end of the academic year (the “Termination Date”); provided that the School continues to pay OPERATOR the Monthly Fee. OPERATOR’s obligations under this Agreement and other expertise shall not cease until the Termination Date. The School shall pay to OPERATOR all outstanding payments on or before the Termination Date. In the event that this Agreement is terminated during an academic year, OPERATOR shall not impede the School’s continuation of the academic year.

## **13. Extension of License Fee Upon Termination.**

Upon expiration of the Term of this Agreement, or in the event of Termination under this Agreement, the School must either cease using the Transformational Education Model immediately or be permitted to continue to use the Transformational Education Model and its ongoing updates payable subject to the payment of the License Fee as set forth above, provided that the School executes the OPERATOR then current form of License Agreement.

## **14. Discontinuance of the Transformational Educational and LINC Names.**

If this Agreement is terminated for any reason under this Agreement in whole, if the Term expires and is not renewed, the School shall immediately amend its articles of incorporation and cease using the phrases “Transformational Education®,” “LINC,” and any similar phrasing in its name and on all school materials, and shall immediately take all necessary steps to amend the Charter.

## **15. Proprietary Information.**

Except as expressly provided in this Agreement, the School agrees that OPERATOR owns any and all copyright and other proprietary rights to all business materials, instructional materials, training materials, curriculum and lesson plans, and any other materials developed by OPERATOR, its employees, agents or subcontractors, or by any individual working for or supervised by OPERATOR, which is developed during working hours or during time for which the individual is being paid. OPERATOR shall have the sole and exclusive right to license such materials for use by other public charter schools, school districts, public schools, private schools, or customers or to modify and/or sell material to other schools and customers. OPERATOR may obtain a copyright registration for any business materials, instructional materials, training materials and any other materials, developed by OPERATOR, however, the School is explicitly licensed, during the term of this Agreement and after termination in accordance with the provision of this Agreement, to continue to use and implement any and all proprietary and/or copyrighted information for use in the implementation of its continued use of the Transformational Education Model. Nothing contained within this paragraph shall prohibit full compliance with the Freedom of Information Act.

Nothing in this Agreement shall preclude the School from contracting with OPERATOR for use of the proprietary Transformational Education Program upon this Agreements' nonrenewal or termination as defined herein. Any such agreement between the Parties following this Agreement's nonrenewal or termination shall be memorialized in writing as part of a legally binding and enforceable contract.

## **16. Indemnification.**

Except as otherwise stated in this Agreement, the School agrees to indemnify, defend and hold harmless OPERATOR, its board, members, officers, employees, directors, trustees, agents, contractors, subcontractors, and volunteers from any and all claims, demands, suits, damages, judgments, losses, costs, expenses, obligations, liabilities, fees (including, but not limited to reasonable attorney fees) or other expenditures incurred by OPERATOR that may arise out of or by reason of any claims, actions or lawsuits brought against OPERATOR as a result of the negligence, recklessness or intentional misconduct of the School and all its officers, members, directors, trustees, managers, contractors and subcontractors, and agents. Likewise, except as otherwise stated in this Agreement, OPERATOR agrees to indemnify, defend and hold harmless the School, School Governing Authority, officers, employees, agents, contractors and volunteers from any losses, costs, expenses, obligations, liabilities, fees (including, but not limited to reasonable attorney fees) or other expenditures incurred by the School or School Governing Authority as a result of any claims, actions or lawsuits

brought against the School as a result of the negligence, recklessness, or intentional misconduct of OPERATOR. This indemnification provision shall survive the termination of this Agreement.

**17. Insurance.**

Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the School's Charter or applicable law). On all policies of commercial general liability insurance carried by a Party, such Party shall name the other Party as additional insured. Anything in this Agreement to the contrary notwithstanding, each Party hereby waives and releases the other Party and the other Party's Directors, officers, employees, agents, successors, or assigns (collectively, the "Released Parties"), from any and all claims and right of recovery against any of the Released Parties, to the extent that any such claims or right of recovery is for any loss, damage, or liability that is covered by any insurance carried by the Party incurring such loss, damage, or liability, regardless of the cause of origin, including the negligence of the Released Parties. Each of the Parties hereby waives any right of subrogation that might otherwise arise out of any claims against the Released Parties. The Parties agree immediately to give their respective insurance companies which issued policies of insurance written notice of the terms of the mutual waivers and releases contained in this Section, and have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the mutual waivers.

**18. 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, joint or co-employer relationship or joint venture between the Parties. This Agreement shall not be construed as an abdication of the School's responsibilities and authority for making any and all employment-related decisions, policy setting, strategic planning, budgeting, the educational program and overall oversight monitoring and supervision of the School. The School at all times maintains the right to accept or reject OPERATOR's recommendations.

**19. 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 Agreement be deemed to confer or have conferred any rights, express or implied, upon any third person.

**20. Headings.**

Headings used herein are for reference only and are not intended, nor shall they be used, in interpreting this instrument.

**21. 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 OPERATOR. to:

Attention:                   FlutterBy Management LLC  
                                  1100 Adams Avenue  
                                  Audubon, PA 19403

With a copy to:

                                  Dickinson Wright  
                                  180 E. Gay Street, Suite 3400  
                                  Columbus, OH 43215  
                                  P: (614) 744-2932  
                                  F: (844) 670-6099  
                                  aschira@dickinsonwright.com

If to the School, to:

                                  LINC Academy: Columbus  
                                  33 North Grubb Street  
                                  Columbus, OH 43215

With a copy to:

                                  Bloom Law Group, LLC  
                                  24460 Aurora Road  
                                  Cleveland, OH 44146  
                                  P: (216) 36400504  
                                  F: (216) 364-0507  
                                  dbloom@bloom-lawgroup.com

**22. Severability.**

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

**23. 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.

**24. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties agree that venue shall be Franklin County, Ohio.

**25. Assignment.**

Neither Party shall assign this Agreement without the written consent of the other Party. Notwithstanding, OPERATOR may assign this Agreement without the prior written consent of the School if the assignment is to an affiliated of OPERATOR that has shared membership or ownership with OPERATOR. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**26. Amendment.**

This Agreement may not be modified or amended except by a writing signed by each party hereto.

**27. Counterparts.**

This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

**28. Conflicting Provisions.**

Any provisions that are contrary to or conflicting with the Charter shall be superseded by the terms and conditions of the Charter.

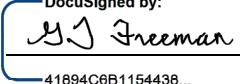
**29. Force Majeure.**

Notwithstanding any other sections of this Agreement, neither Party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any acts of God or due to war, riot, pandemic, epidemic, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control.

*[Signatures on Following Page]*

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**FLUTTERBY MANAGEMENT LLC**

DocuSigned by:  
By:   
41894C6B1154438...

4/16/2024

Its: President and CEO

**LINC ACADEMY: COLUMBUS**

DocuSigned by:  
By:   
8D396AB5DC334A2...

4/17/2024

Its: Board President

## LINC ACADEMY: COLUMBUS ORGANIZATIONAL CHART

