

**MODIFICATION NO. 1**  
**TO OHIO COMMUNITY SCHOOL CONTRACT**  
**BY and BETWEEN**  
**Educational Service Center of Lake Erie West (“Sponsor” or “ESCLEW”)**  
**AND**  
**Lake Erie Bilingual Academy (“Governing Authority” or “School”)**

**WHEREAS**, the ESCLEW and the Governing Authority entered into an amended and restated Community School Contract (“Contract”) effective on July 1, 2024; and

**WHEREAS**, the ESCLEW and the Governing Authority agree to the following modifications;

**NOW THEREFORE**, the parties modify the Contract as follows:

**1. Article IV, Section 4.1.**

- a. In the first sentence of the section insert “3313.753,” “3319.614,” and “3320.04.” in the appropriate numerical order.
- b. In the first sentence of the section delete “3313.6015.”
- c. Delete “including division (E) of that section to the extent possible,” from the third paragraph.
- d. Delete the final sentence in its entirety at the end of the third paragraph of the section.
- e. In the fourth paragraph remove “(A)(4)(b)” and replace with “(B)(2).”
- f. The rest of Section 4.1 remains as originally written in the Contract.

**2. Article IV, Section 4.3.** Insert the following new sentences at the end of the section:

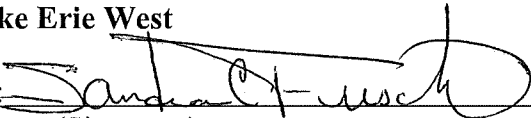
The School shall also require in-service training on child sexual abuse, which shall be presented by either a prosecutor or law enforcement officer who has experience in handling cases involving child sexual abuse or child sexual violence. The School shall require training in the use of an automated external defibrillator (“AED”) and cardiopulmonary resuscitation (“CPR”) by all teachers, principals, administrative employees, coaches, athletic trainers, any other person that supervises interscholastic athletics, and any other employee subject to in-service training requirements. AED and CPR training shall be incorporated into in-service training.

The rest of Section 4.3 remains as originally written in the Contract.

3. **Article XI, Section 11.15.** Delete “sixty (60)” and replace with “ninety (90)”. The rest of Section 11.15 remains as originally written in the Contract.
4. **Attachment 3.2** shall be replaced in its entirety with the attached.
5. **Attachment 5.2** shall be replaced in its entirety with the attached.
6. **Attachment 6.12** shall be replaced in its entirety with the attached.
7. **Attachment 6.13** shall be replaced in its entirety with the attached.
8. **Attachment 9.5** shall be replaced in its entirety with the attached.
9. **Attachment 11.6** shall be replaced in its entirety with the attached.

ALL OTHER SECTIONS, SUBSECTIONS, TERMS, OR PROVISIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND IN EFFECT UNLESS OTHERWISE SPECIFICALLY MODIFIED HEREIN.

**Educational Service Center of  
Lake Erie West**

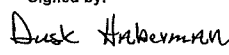
By:   
(Signature)

Its: Superintendent

with full authority to execute this Contract  
for and on behalf of **Sponsor**  
and with full authority to bind **Sponsor**.

Date: 2-13-2025

**Governing Authority of  
Lake Erie Bilingual Academy**

Signed by:  
By:   
(Signature)

Its: President

with full authority to executive this Contract  
for and on behalf of **Governing Authority**  
and with full authority to bind **Governing Authority**.

Date: 1/14/2025

## **ATTACHMENT 3.2**

### **MANAGEMENT BY THIRD PARTY OPERATOR**

#### 1. Copy of Fully Executed Operator Contract

**NOTE:** Check here [\_\_\_\_\_] if the School is not currently managed by a third party. If the School decides to engage an operator in the future, this will require a contract modification.

Under R.C. 3314.032(A), operator contracts must include the following:

- Criteria to be used for early termination of the operator contract,
- Required notification procedures and timeline for early termination or non-renewal of the operator contract, and
- A stipulation of which entity owns all community school facilities and property including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or management company. Any stipulation regarding property ownership must comply with the requirements of R.C. 3314.0210.

**ASSIGNMENT AND ASSUMPTION  
OF  
MANAGEMENT AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF MANAGEMENT AGREEMENT (this “**Assignment**”) is made as of May 23, 2024, by and between ACCEL SCHOOLS CLEVELAND FB LLC, a Delaware limited liability company (“**Assignor**”), and ACCEL SCHOOLS OHIO LLC, a Delaware limited liability company (“**Assignee**”).

**RECITALS:**

WHEREAS, Assignor serves a manager for Lake Erie Bilingual Academy, an Ohio nonprofit corporation (the “**School**”), pursuant to that certain Management Agreement, dated as of May 12, 2024, by and between Assignor and the School (the “**Agreement**”);

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, Assignor’s entire right, title, obligations, and interest in and to the Agreement;

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor does hereby transfer, assign, and convey to Assignee Assignor’s entire right, title, obligations, and interest in and to the Agreement, and Assignee hereby accepts the same.
2. **Assumption.** By virtue of its acceptance and its execution of this Assignment, Assignee hereby assumes, covenants, and agrees to perform all of the terms, covenants, and obligations of the Agreement required to be performed on the part of the Assignor therein.
3. **Successors and Assigns.** All covenants, terms and conditions set forth in this Assignment shall be binding upon and shall inure to the benefit of the Assignor and Assignee, and their respective heirs, legal representatives, successors, and assigns.
4. **Modifications.** This Assignment may not be modified, altered, or amended, or its terms waived, except by an instrument in writing signed by the parties hereto.

*[Signatures on following page.]*

IN WITNESS WHEREOF, this Assignment has been executed by the parties effective as of the date first written above.

**ASSIGNOR:**

ACCEL SCHOOLS CLEVELAND FB LLC,  
a Delaware limited liability company

By: Ronald J. Packard  
Name: Ronald J. Packard  
Title: Chief Executive Officer

**ASSIGNEE:**

ACCEL SCHOOLS OHIO LLC,  
a Delaware limited liability company

By: Ronald J. Packard  
Name: Ronald J. Packard  
Title: Chief Executive Officer

## MANAGEMENT AGREEMENT

This Management Agreement (this “**Agreement**”) is entered into as of 3/12/2024, 2024 (“**Effective Date**”) by and between Accel Schools Cleveland FB LLC, a Delaware limited liability company (“**Manager**”), and Lake Erie Bilingual Academy (the “**School**”), an Ohio non-profit corporation and public community school.

### RECITALS

Whereas, the School is organized as a nonprofit corporation under the laws of the state of Ohio (the “**State**”) (as such provision may be amended from time to time) and the School has entered into a Sponsorship Agreement (as may be amended, the “**Sponsorship Agreement**”) with a sponsor (the “**Sponsor**”) pursuant to which the School is authorized to operate a public community school under State law;

Whereas, the Manager was established, among other reasons, to manage public schools, and, subject to the terms and conditions set forth herein, has agreed to provide assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the School; and

Whereas, the School and the Manager (individually, a “**Party**” and collectively, the “**Parties**”) desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

**NOW THEREFORE**, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

### ARTICLE I. EDUCATIONAL SERVICES, ADMINISTRATIVE SERVICES AND TECHNOLOGY SERVICES

#### 1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational services (the “**Educational Services**”):
  - (i) Curriculum. Implementation of educational programs designed to achieve the goals set forth in the Sponsorship Agreement (the “**Educational Program**”). In the event Manager determines it is necessary to materially modify the Educational Program, Manager shall inform the School of any such proposed material changes and obtain School approval, and if required under the Sponsorship Agreement, approval of the Sponsor (it being agreed that the School shall cooperate in obtaining such approval).
  - (ii) Instruction. Oversight and coordination of the services to be provided by instructional and administrative personnel, including the Head of School (“**HOS**”) and the rest of the School’s leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.

- (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, curriculum, software and multi-media teaching tools.
- (iv) AMP. Pursuant to ARTICLE VIII below, access to its learning ecosystem, called the Accel Management Platform (“**AMP**”), which provides an integrated system for education and school operation. It includes integration of rigorous and research-based online courses and functions as a powerful learning management system; a comprehensive student information system and reporting system; a live Webinar tool; a balanced student assessment system; and instructional data integration and presentation tools. AMP is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for student-centered learning. AMP is capable of providing real-time progress monitoring, and can allow teachers instantaneous access to standards-aligned and performance-based data about each student. Using AMP, teachers can better identify students who need small group or one-on-one instructional support.
- (v) English Language Learners (ELL). Implementation of curricular components designed to meet the needs of ELL as required by State and federal law. The ELL program supports a variety of first languages.
- (vi) Students with Special Needs. In serving students with disabilities, assistance in enabling School to comply with all applicable State and federal laws including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), and the Individuals with Disabilities Education Act (“IDEA”). Manager will provide or cause to be provided a continuum of special education services and range of placements to better enable the School to provide a free appropriate public education (“FAPE”) in the least restrictive environment (“LRE”). Itinerant, supplementary or full-time special education support will be provided via the telephone, Internet, live sessions, or in person in accordance with the student’s IEP. Manager will provide a comprehensive program using alternative curriculum for qualified students. Related services (for example, occupational or physical therapy or counseling) will be provided face-to-face via computer, in homes, at community sites, and/or in therapist offices, depending on the needs of each individual student and as provided in the student’s IEP.
- (vii) Gifted Students. Teachers to work closely with the parent/guardian and the curriculum team to promote a steady flow of enrichment activities for students working above grade level. Manager may also offer students virtual gifted education, which can enable them to work significantly above grade level without the restraints of traditional school classroom pacing. Advanced Placement courses are available in Mathematics, Language Arts, Spanish, Science, and History/Government.
- (viii) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extracurricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).

- (b) Additional Educational Services. Any other services required under federal or state law, under the Sponsorship Agreement and/or by the State Department of Education and Workforce (the "ODEW") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed between Manager and the School from time to time. Manager will provide the Educational Services in accordance with the Educational Program, goals, curriculum, methods of pupil assessment, the School's admissions policy, the School's student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Sponsorship Agreement.
- (c) Budget Limitation. Manager will be responsible and accountable to the School for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the Budget established pursuant to Section 1.2(a)(v) below. Therefore, notwithstanding anything to the contrary set forth in Section 1.1(a) or (b) above, Manager shall have no obligation to perform any Educational Services not contemplated by the Budget and will not be required to expend funds on Educational Services in excess of the amounts set forth in such Budget.

## 1.2 Administrative Services.

- (a) During the Term, Manager will provide to the School the following administrative services (the "**Administrative Services**"):
  - (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE VI below.
  - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
  - (iii) Transportation and Food Services. Coordination with entities with which the School contracts for the provision of transportation and food services for the students enrolled at the School, manage and assess the services provided under such contracts, and supervise employees involved with providing such services, all as required by the School.
  - (iv) Marketing and Public Relations. Manager will coordinate and assist the School with any and all advertising, branding, media and public relations efforts which may include website creation, search engine marketing, social and display marking, television and radio advertisements, direct mail, promotional events, email campaigns, parent and community outreach programs, and local community relationship building. All public relations will be to the extent budgeted for in the Budget or as otherwise approved by the Board subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
  - (v) Budgeting and Financial Reporting. Provision of budgeting and financial reporting services in accordance with the below:
    - (A) The Manager will prepare a proposed annual budget (in cooperation with the School's fiscal officer) in a mutually agreeable format by May 1<sup>st</sup> of the immediately preceding fiscal year subject to the approval of the School



which shall not be unreasonably withheld or delayed and in all cases shall be provided no later than May30 of the immediately preceding fiscal year. The approved budget is the “**Budget**”. There shall be no changes to the Budget impacting the Manager provided the School remains in a surplus position except to the extent the Parties agree in writing. The School’s fiscal officer shall be responsible for preparing other financial statements as required by and in compliance with the Sponsorship Agreement, and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the School to perform annual audits of the School’s financial statements. The School shall be responsible for the costs of the audit and preparation of the financial statements, and the costs will be provided for in the Budget. The School shall select, with input from Manager upon request, a third party to serve as the designated fiscal officer and may proceed with hiring same. Manager shall reasonably cooperate with School’s fiscal officer in providing needed information and documentation.

- (B) The Manager will provide the School with monthly financial forecasts and analysis reports (Forecasted P&L / Cash Balances). The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; assist the fiscal officer with the preparation of monthly financial reporting to the School’s board of directors (the “**Board**”); and support for all State reporting requirements. The Manager, in conjunction with the fiscal officer, will prepare a five-year financial plan.
- (C) On behalf of the School, the fiscal officer is responsible for preparing (i) such other reports on the finances and operation of the School as reasonably requested or required by the ODEW, the School or the Sponsor if necessary to cause compliance with the terms of the Sponsorship Agreement; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
- (D) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the School to monitor Manager’s performance under this Agreement and related agreements including the effectiveness and efficiency of its operations at the School.
- (E) On behalf of the School, the Manager will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by the fiscal officer, and retain all such records for a period of five (5) years (or longer if required by applicable laws, policies, and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the Manager pertaining to the School and prepared as an Administrative Service hereunder will be available to the School, and upon the written request of the School, to the Sponsor, the Auditor of State, the

ODEW, the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that Manager will endeavor to make such copies available within thirty (30) Business Days (as defined in Section 4.5 below) of request or sooner if so required by law, including reasonable response time for public records requests.

- (F) If School is not able to fully pay the Management Fee or any bills when due, then the School shall (i) work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) obtain Manager's written consent prior to incurring costs, expenses, or other liabilities not contemplated under the Budget greater than ten thousand dollars (\$10,000) individually or in the aggregate.
  - (G) School's Right to Audit. Upon reasonable advance written notice, the Board may conduct or appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School and not previously provided to the School. Any such audit shall be conducted by the Board or its representative during mutually agreed business hours in a manner so as to minimize disruption to the Manager's operation of the School and Manager.
- (vi) Maintenance of Student and Other Records. Maintenance of other records as set forth below:
- (A) Manager will maintain records pertaining to the students enrolled at the School as is required and in the manner provided by the Sponsorship Agreement and applicable laws, policies, and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of student records as required by law and the Sponsorship Agreement.
  - (B) Manager will maintain employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Sponsorship Agreement, and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time the records will be delivered to the School or other entity as designated in writing by School which shall thereafter be solely responsible for the retention and maintenance of the records (it being understood that the employment, business, and other records are and shall be at all times the property of the School, provided, for the avoidance of doubt, that records of the Manager and its Affiliates (as defined in section 3.7 below) pertaining to their existence and operation

(including, without limitation, records maintained by Manager and its Affiliates in respect of its employees) are the sole and exclusive property of the Manager. Manager and the School will maintain the proper confidentiality of such records as required by law and the Sponsorship Agreement.

- (C) The financial, educational and student records pertaining to the School are subject to the applicable provisions of State and federal law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“**FERPA**”) and the State open records act, that Manager has a legitimate educational interest in the disclosure to Manager by the School (or its designees) of a student’s educational records and that such records shall be disclosed to Manager so Manager may provide the products and services described in this Agreement. The Board recognizes and agrees that Manager and its Affiliates are “school officials” and have a “legitimate educational interest” as permitted by FERPA, and the Board will take all steps necessary to ensure Manager has access to records necessary to permit the provision of the educational products and services hereunder. Manager shall help facilitate, to the extent requested by the School, the availability of all School records, whether physically or electronically, upon request, at the School.
- (D) Manager shall provide such other information, including written reports, as reasonably requested by the School.
- (vii) Admissions. Implementation of the School’s admission policy in accordance with the Sponsorship Agreement, and applicable laws and regulations.
- (viii) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, and applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School’s duties and obligations under applicable laws and regulations.
- (ix) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Sponsorship Agreement, and applicable laws and regulations, a report detailing (A) the School’s students’ academic performance, (B) Manager’s performance of the Educational Services and Administrative Services against mutually acceptable criteria and (C) such other metrics of performance reasonably requested by the School.
- (x) Rules and Procedures. Recommend rules and procedures applicable to the School, its students, and staff, if applicable, and enforce such rules and procedures adopted by the School that do not conflict with or violate this Agreement, the Sponsorship Agreement, or applicable laws and regulations.
- (xi) Student Recruitment. Recruit students, subject to agreement on general recruitment and the School’s admission policy, to the extent budgeted for in the Budget or as otherwise approved by the School. Students shall

- be selected in compliance with the procedures set forth in the Sponsorship Agreement and State and federal laws.
- (xii) Facility Management. Manager will coordinate all Facility (as defined in Section 1.4 below) repairs and maintenance, cleaning services, grounds maintenance, proposed alterations, plans for future development, security planning and related contractor services.
  - (xiii) Additional Administrative Services. Any other services reasonably necessary for the effective administration of the School as agreed to from time to time by Manager and the School.
    - (A) The Administrative Services will be provided in a manner consistent with the Educational Program; the Sponsorship Agreement; local, State and federal laws; and applicable regulations and policies.
    - (B) Subject to this Agreement, the Sponsorship Agreement, and applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with written notice of material modifications.
- (b) Manager will be responsible and accountable to the School for the provision of the Administrative Services to the extent provided for in the Budget established in Section 1.2(a)(v) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Administrative Services not contemplated by the Budget as may be amended by the School, and will not be required to expend its own funds on Administrative Services in excess of the amounts set forth in such Budget.
- 1.3 Technology Consulting Services. During the Term, Manager will provide the following technology consulting services and products (the “**Technology Consulting Services**”):
- (a) During the Term, Manager or its Affiliates (as defined in section 3.7 below) will provide oversight of the technology services referenced in Article IV below.
  - (b) Manager charges fees for the provision of Computer Equipment as set forth in Article IV below.
  - (c) Manager will be responsible and accountable to the School for the provision of the Technology Consulting Services, provided that such obligations, duties and responsibilities are limited by the Budget established in Section 1.2(a)(v) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Technology Consulting Services not contemplated by the Budget and will not be required to expend funds on Technology Consulting Services in excess of the amounts set forth in such Budget.
- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable classroom and office space at 268 N State Street, Painesville, OH 44077 (the “**Facility**”) to perform all services described in this Agreement. Manager will provide instructional, extra-curricular and co-curricular

programs at the Facility. Manager may provide other services elsewhere, unless prohibited by the Sponsorship Agreement, or applicable laws and regulations.

- 1.5 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

## ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2024 (the “**Start Date**”) and shall continue thereafter through June 30, 2028 (the “**Initial Term**”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute.
- 2.2 Renewal. Upon the conclusion of the Initial Term and each Renewal Term (defined hereinafter) thereafter, this Agreement will automatically extend for successive additional periods of the length of the Sponsorship Agreement (each such period is a “**Renewal Term**”). The Renewal Term shall be coterminous with the term of the Sponsorship Agreement) unless (a) either Party provides the other with written notice of non-renewal at least twelve (12) months before expiration of the then-current Term (defined hereinafter), in which case, this Agreement shall terminate effective as of such expiration; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “**Term.**”
- 2.3 Sponsor or Sponsorship Agreement Change. In the event the Sponsor and/or the Sponsorship Agreement changes, this Agreement shall automatically survive and be performed in accordance with the new Sponsorship Agreement, these terms and conditions and applicable law unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein. Notwithstanding the foregoing, if any change to the Sponsorship Agreement has a material adverse effect on Manager’s ability to deliver services, upon written notice to the other Party, Manager or School may request renegotiation of this Agreement. Request for renegotiation may be given any time following notice of the change whether or not the change is effective on the date of notice or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice of renegotiation was given unless earlier termination is necessary to protect the health, welfare or safety of students.

## ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Manager is not a division or any part of the School. The School is a separate and distinct legal entity authorized under State law and is

not a division or a part of Manager. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School and Manager. Neither the School nor Manager will hold itself out as a partner of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the School nor Manager has, and neither will represent that it has, the power to bind or legally obligate the other. Manager is an independent contractor. No employee of Manager will be considered an employee of the School by either Party for any purpose whatsoever.

- 3.2 Oversight of Manager. The Board shall be responsible for monitoring Manager's performance under, and compliance with, the terms of this Agreement in accordance with applicable law and terms of the Sponsorship Agreement. Accordingly, the Board shall be responsible for overseeing the School's quality, and operational and financial performance, and also for working with the Sponsor as required. Manager shall reasonably cooperate with School's monitoring and oversight.
- 3.3 School-Related Correspondences. The Board shall provide Manager with all reports, documents and other findings that are related to or may have an impact on the School, the Sponsor and/or Manager's obligations herein. School-related correspondence includes, but it not limited to, adopted Board minutes, resolutions and Board reports, State audit preliminary and final reports, Sponsor reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.
- 3.4 Manager Attendance at Board Meetings and Board Member Payment. Manager shall use commercially reasonable efforts to cause its personnel to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use commercially reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings. If School is not able to fully pay reimbursable costs when due, Board members shall not receive payment for attending board meetings.
- 3.5 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none

of the voting power of the Board or shareholders of Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the “**Internal Revenue Code**”), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.

- 3.6 Other Schools. The School acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions. However, Manager’s rendering of services to other entities shall not conflict with Manager’s contractual obligations and fiduciary interest to School under this Agreement.
- 3.7 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of, or shall coordinate with and/or facilitate performance by third parties for, the products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager. “**Affiliate**” means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise.

#### **ARTICLE IV. CONSIDERATION**

- 4.1 Compensation for Services and Computer Equipment.
- (a) Management Fee. The School will pay to Manager an annual fee (the “**Management Fee**”) of fourteen percent (14%) of all federal, State and local funds the School receives, directly or indirectly, for all students enrolled in the School pursuant and subject to applicable law and regulations. The Management Fee calculation shall not include free and reduced lunch revenues, charitable contributions, transportation funding, or proceeds from fundraisers (“**Non-Qualified Gross Revenue**”) which shall be retained entirely by the School. Consideration referenced in this section shall not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in any other agreement between the Parties. If the School has no debt to the Manager and is able to timely pay the Management Fee, the School may, at its sole discretion, elect to pay to the Manager an incentive as a result of the School’s satisfaction of the Incentive Goals identified in Appendix A attached hereto and in the Sponsorship Agreement.
  - (b) AMP Fee. The School will pay to Manager fees for AMP Premium package as set forth in a separate price list unless the School selects a different level of AMP. Manager may modify the fees from time to time, but no more than once per school year. Manager will give School 90 days’ written notice of fee modification.
  - (c) Computer Equipment Fee. The School will pay to Manager fees for Computer Equipment as set forth in a separate price list. Manager may modify the fees from

time to time, but no more than once per school year. Manager will give School 90 days' written notice of fee modification.

- (d) Technology Services Fee. The School will pay to Manager fees for Technology Services as set forth in a separate price list. Manager may modify the fees from time to time, but no more than once per school year. Manager will give School 90 days' written notice of fee modification.
- (e) Reasonable Compensation. The fees charged under this Agreement are reasonable compensation for products and services rendered. Manager's compensation for products and services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
- (f) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice promptly upon receipt of same (and in any case, within three (3) Business Days, as defined in Section 4.5 below). If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager within five (5) Business Days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Manager agrees to contribute the amount overpaid to Manager and the School shall contribute the amount retained by the School.

- 4.2 Payment of Costs. If Manager incurs any costs that are within the Board-approved budget to deliver services pursuant to this Agreement, the School will reimburse Manager for such direct costs which may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease, but not Furniture and Equipment Lease referenced in Section 4.4 below or Facility lease that the Parties may enter into), Facility maintenance and utility costs, salaries and employee administration costs (including payroll, benefits, recruiting, workplace safety and compliance) of Manager's employees assigned to the staff of the School, attorneys fees for obtaining property tax exemption for the School, costs related to curriculum, instructional materials, textbooks, computers, software (including business software not included in AMP), supplies, food service, transportation, special education, psychological services and medical services. The aforementioned costs may change during the Term based on circumstances beyond Manager's control, including, without limitation, third-party provider costs such as fuel, labor and building materials. Notwithstanding the foregoing, reimbursement of costs is not dependent on the costs being within the Board approved budget when no Board approved budget



exists (e.g., startup costs or board has not approved proposed budget) provided such costs are usual and customary for the operation of school.

- 4.3 Furniture and Equipment Rental. School shall enter into a Furniture and Equipment Lease with Manager to rent furniture and equipment for the School and shall pay storage and delivery charges applicable to same. Furniture and equipment purchased with grant, government or other school funds will not be leased and ownership will remain with the School. When Manager purchases furniture, computers, software, equipment, or other personal property for use in the operation of the School with state funds that were paid to Manager by the School as payment for services rendered, such property is property of the School and is not property of the Manager in accordance with Ohio Revised Code 3314.0210.
- 4.4 Time and Priority of Payments.
- (a) Each installment of the Management Fee will be due and payable by the School upon receipt of invoice and delinquent if not paid within thirty (30) days thereafter.
  - (b) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month. School will make such payments to Manager upon receipt of invoice and be delinquent if not paid within thirty (30) days thereafter.
  - (c) The School will satisfy its payment obligations under this ARTICLE IV in the following order of priority: (i) payments due and owing for salaries, benefits and associated administration costs of employees performing the services contemplated hereunder; (ii) for rent pursuant to Facility lease; (III) payments due and owing for Sponsor fee; (Iv) all other payments due and owing under Sections 4.2, with the oldest amounts due first; and (v) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.
- 4.5 Payment Options.
- (a) The School will submit payroll and payroll tax monies via one of two funding methods (each a “**Funding Method**”): (i) Automated Clearing House (“**ACH**”) funding, or (ii) wire funding (“**Wire**”). The School is only eligible for ACH funding if approved by the Manager. The School must utilize the Wire Funding Method if the School is not approved for the ACH Funding Method. “ACH” means the network used for electronic payments and money transfers, Automated Clearing House.
  - (b) Manager will submit payroll information to the School. The School shall submit the designated payroll amount two (2) Business Days prior to Manager’s scheduled payroll payment date. “**Business Day**” means any day of the year other than (a) a Saturday, Sunday or (b) day on which banking institutions in any jurisdiction of the banking institution of the School are closed; or (c) a statutory or civic holiday in the United States. Manager will initiate electronic payment not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date payment is due. School’s failure to timely fund payroll may result in the requirement to utilize an alternative Funding Method, and delayed processing of banking, and other transaction or additional fees may be imposed including, without limitation, by the applicable financial institutions. The School shall indemnify, defend and hold

Manager harmless from and against claims, losses or any other liabilities arising from or relating to School's late submission of transactions.

4.6 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Management Fees and loans other than A startup Line of Credit Loan Agreement and Promissory Note will accrue interest at the one-month Secured Overnight Financing Rate ("**SOFR**") plus four percent (4%) so long as this rate complies with Ohio Revised Code 3314.03(A)(30)'s requirement that moneys the Manager loans to the School, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
- (b) There will be no limits to what indebtedness or fees owed to Manager may be carried over from year to year unless expressly provided otherwise in this Agreement.

4.7 Limited Guarantee. When the School has fewer than 100 full-time students enrolled, Manager will guarantee payment of expenses referenced in Section 4.2 above provided, however, while the guarantee is in effect (a) the Board shall not spend any money without Manager's prior written approval, and (b) reimbursement of such expenses shall take priority over all expenses other than employee salary and benefits. The Parties acknowledge that under such circumstances the Board, with guidance from the Board's legal counsel and School fiscal officer, will engage in good faith discussions with the Manager to identify areas of cost savings and take reasonable action to maintain long-term viability of the School.

## ARTICLE V. SUPPLEMENTAL PROGRAMS

In addition to the Educational Services, Administrative Services and Technology Consulting Services provided by Manager to the School, the Parties may agree that Manager will provide additional services, terms of which shall be determined on a case-by-case basis, which may benefit the School by increasing its exposure in the community including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, and latch-key programs to students and non-students of the School (the "**Supplemental Programs**"), provided that nothing herein shall require Manager to provide any such Supplemental Programs. If either Party proposes a Supplement Program, the Parties shall consider the same in good faith and, if the same be agreeable to both Parties, work cooperatively with each other to facilitate the Supplement Program's development and implementation.

## **ARTICLE VI. PERSONNEL AND TRAINING**

### **6.1 Personnel Responsibility.**

- (a) Subject to Sections 1.1 and 1.2 above, the Sponsorship Agreement, and applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, Administrative Services, Technology Consulting Services, Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Sponsorship Agreement, the HOS, teachers and support staff selected by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the School its performance reviews and assessment of the HOS.
- (c) School shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager or its Affiliates without advance consultation with and written approval from Manager.

### **6.2 Head of School.** The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with applicable laws and regulations, to select, supervise and terminate the HOS and to hold the HOS accountable for the success of the School. Manager shall obtain input from the Board prior to hiring the initial HOS and thereafter upon written request from the Board.

### **6.3 Teachers.** Manager will provide to the School such teachers as are required to provide the Educational Services and Supplemental Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the ODEW. Further, to the extent required by applicable laws and regulations, such teachers shall have undergone a criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all material actions and decisions relating to teaching staff on a regular basis.

- 6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services and Supplemental Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. Support staff may work at the School on a full or part time basis.
- 6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. The training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.
- 6.6 Non-Solicitation/Non-Hiring.
- (a) During the Term and one (1) year thereafter, each Party, unless otherwise agreed to in writing, may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or former employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
  - (b) Unpermitted Solicitation/Hiring Remedies. If a Party breaches the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, and seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period referenced above will be extended by the amount of time a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement.
  - (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using a Party's and Affiliate's employee, former employee, consultant or former consultant as set forth in this Section 6.6.

## **ARTICLE VII. TERMINATION OF AGREEMENT**

- 7.1 Notice and Timing. Any notice of termination shall take effect at the end of the last day of the then-current school year unless otherwise specified herein or agreed to by the Parties. Notice of termination must be made in writing and delivered to the

addresses set forth herein no later than January 15 of the then-current school year and shall list the reason(s) for termination. Early termination will not relieve the School of any obligations to pay fees and costs, whether accrued, pending or outstanding, to Manager.

- 7.2 Termination by Both Parties. The Parties may agree, at any time, in writing to terminate the Agreement.
- 7.3 Termination by Either Party. Either Party may terminate on the following grounds:
- (a) Effective upon failure to timely cure, if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach. Failure to pay Manager for services as set forth in Article IV shall be considered a material breach, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity. If objectively ascertainable reasonable efforts have been made to effect a cure and the breach at issue does not objectively lend itself to cure within the thirty (30) day period, then additional time as necessary to complete the cure shall be permitted, but in no event more than sixty (60) days following written notification of breach.
  - (b) If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, a Party, upon written notice to the other Party, may request renegotiation of this Agreement. Notice may be given any time following enactment of the change whether or not the change is effective on the date of enactment or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice was given unless earlier termination is necessary to protect the health, welfare or safety of students.
- 7.4 Termination By Manager. Manager may terminate on the following grounds:
- (a) Effective when funding change goes into effect or a later date as designated by the Manager if there is any material adverse change in local, State or federal funding for the School's students.
  - (b) Effective immediately if the Board adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to materially increase the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
  - (c) Effective immediately if (i) the School or Manager undergoes or is required to undergo an adverse change that makes the School or Manager financially unviable, or (ii) the Board makes a financial decision that is grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

- 7.5 Real and Personal Property. Upon expiration or termination of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and any personal property purchased by Manager with the funds provided to Manager by the School pursuant to Section 4.2 above will be the personal property of the School provided that the School has fulfilled all repayment obligations in any startup Line of Credit Loan Agreement and Promissory Note between the School and the lender thereunder. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.
- 7.6 Effect of Termination. On the later of (a) five (5) Business Days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the president of the School shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at the School. Within twenty (20) Business Days after expiration or undisputed termination of this Agreement, Manager shall return to the School or other recipient as designated in writing by the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall instead transmit the educational records of each student to said student's school district of residence. Manager's marketing obligations for enrollment of students for the following school year shall cease upon receipt of notice of termination.

## ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Materials; Ownership. The School acknowledges and agrees that Manager owns or has a license to use the intellectual property rights and interests in AMP, the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term ("**Protected Materials**"). The School acknowledges and agrees that, as between the School and Manager, Manager (and its applicable Affiliates) owns and shall maintain all intellectual property rights, title and interest, including any goodwill, in and to Manager and its Affiliate's trademarks, service marks, trade dress, School logo(s) and related marks, and to the name "ACCEL™" (collectively, "Proprietary Marks"). The School acknowledges and agrees that it has no intellectual property interest or claims in the Protected Materials or Proprietary Marks, and has no right to use the Protected Materials or Proprietary Marks, or any customizations and derivative works thereof unless expressly agreed to in writing by Manager. In accordance

with all laws and regulations, Manager shall have the right to install signs on the School facilities, including under the name of the School, describing the services provided by Manager or its assignees, including “Managed by ACCEL Schools” or “Educational Services Provided by ACCEL Schools.” Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

- 8.2 License. The Manager developed and owns, or has a license to use, proprietary rights to the Protected Materials. The Manager hereby grants the School a limited, non-exclusive, non-assignable, revocable license to access and use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.

## ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Manager. To the extent permitted by law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, “**Representatives**”) harmless from and against third party claims, demands, suits, actions, fines, penalties, liabilities, losses, damages, or other forms of liability (any of which are a “**Claim**”) (including reasonable attorney’s fees and costs) that arise out of wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of any applicable local, State or federal law, rule, or regulation. In addition, the School will reimburse Manager, its Affiliates and their Representatives for reasonable legal expenses and costs associated with the defense of any third party Claim. The Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.2 Indemnification of the School. Manager will indemnify, defend and save and hold the School and its Representatives harmless against third party Claims (including reasonable attorney’s fees and costs) that arise out of wrongdoing, misconduct, or negligence of Manager or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, any misrepresentation of the Manager contained in or made pursuant to this Agreement; any action or omission by the Manager or its Representatives that results in injury, death or loss to person or property; and any

violation by them of local, State or federal law. In addition, Manager will reimburse the School for reasonable legal expenses and costs associated with the defense of any third party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.

- 9.3 Defense. A person or entity seeking indemnification under this ARTICLE IX (the “**Indemnatee**”) shall give notice to the indemnifying Party (the “**Indemnitor**”) of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnatee becomes aware of the same. The Indemnitor, with Indemnatee consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor’s selection of legal counsel is subject to the Indemnatee’s approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnatee may participate in such defense with legal counsel of the Indemnatee’s selection and at the expense of the Indemnatee. Indemnitor may not settle any Claim against Indemnatee or otherwise consent to any final order or judgement regarding same if the settlement, final order or judgement includes an admission of wrongdoing in Indemnatee’s or Affiliate’s name unless Indemnatee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnatee, has not assumed the expense of the defense thereof, the Indemnatee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.4 Limitations of Liabilities.

- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the School will waive the defense of governmental immunity in any dispute between the Parties.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO AMOUNTS DUE UNDER ARTICLE IV ABOVE AND THE PARTIES’ INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY’S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF DAMAGES UP TO THE AMOUNT OF FEES PAID AND DUE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION SHALL NOT LIMIT THE SCHOOL’S OBLIGATION TO PAY MANAGER AMOUNTS DUE FOR



PRODUCTS PROVIDED AND SERVICES RENDERED.

- (c) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER OR ITS AFFILIATES, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

**ARTICLE X.  
INSURANCE**

- 10.1 Insurance Coverage. The Manager will help the School obtain, and the School will maintain, the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Sponsorship Agreement: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Sponsor. Upon Manager's request, the School shall deliver to the Manager a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

## **ARTICLE XI. REPRESENTATIONS AND WARRANTIES**

- 11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:
- (a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
  - (b) To the best of its knowledge, Manager has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
  - (c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
  - (d) The services to be performed under this Agreement will be performed in a professional and workerlike manner in accordance with commercially reasonable industry standards, applicable law, the Sponsorship Agreement, and applicable Board policies made known to Manager in writing and relating to the School. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.
- 11.2 Representations, Warranties, and Covenants of the School. The School hereby represents, warrants, and covenants to Manager:
- (a) The Sponsorship Agreement (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Educational Program and other activities contemplated in this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Educational Program and other activities contemplated in this Agreement.
  - (b) The School has the authority under applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Technology Consulting Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
  - (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School.

- (d) The School is not in breach of and has not defaulted under the terms of the Sponsorship Agreement, and there does not exist any state of fact which, with notice or lapse of time or both, would constitute an event of breach or default on the part of the School under the Sponsorship Agreement.
  - (e) After the Effective Date, the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.
- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the “**Disclosing Party**”) or received through association with the Disclosing Party (collectively, “**Confidential Information**”), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the “**Receiving Party**”) and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; (iii) is considered a public record pursuant to the Ohio Public Records Act; or (iv) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Each Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such

Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit any Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

### **ARTICLE XIII MISCELLANEOUS**

- 13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, price lists, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective Affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, pandemic, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of

this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.

- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Ohio, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mail, postage prepaid, return receipt requested, (b) upon delivery if sent by personal delivery (with written confirmation of delivery), or (c) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

**To:**

Lake Erie Bilingual Academy  
Attn: Board President  
268 N State Street  
Painesville, OH 44077

**With a copy to:**

Amy Goodson  
Amy Goodson Co., LLC

288 S Munroe Road  
Tallmadge, OH 44278

**To:**

Accel Schools LLC  
Attn: Chief Operating Officer  
1750 Tysons Boulevard, Suite 1300  
McLean, VA 22102

And legal@pansophiclearning.com

**With a copy to:**

Pansophic Learning US LLC  
Attn: General Counsel  
1750 Tysons Boulevard, Suite 1300  
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by the Board president or other authorized officer of the School and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force

and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.

13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the "Consideration" Sections of this Agreement or loans.

13.12 Injunctive Relief and Dispute Resolution.

- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" above are reasonable in scope and content and necessary to protect the Manager, its Affiliates and their business interests. The School understands and agrees that the breach or threatened breach of Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" of this Agreement would give rise to the aggrieved Party suffering irreparable harm which would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's president and Manager's Chief Operating Officer or equivalent who shall have ten (10) Business Days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
  - (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
  - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS (Judicial Arbitration and Mediation

Services, Inc. <https://www.jamsadr.com>) before a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses prohibited in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.

- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
- (e) Fees and Expenses. In the event of arbitration or litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs up to the amount of \$250,000.
- (f) Early Termination Fee. Notwithstanding any provisions in this Agreement to the contrary, if a judge or arbitrator determines the School terminated this Agreement absent uncured breach by Manager, for each remaining year and portion thereof of the Term School shall pay to Manager a fee in the amount of twenty-five percent (25%) of the average billed amount of Management Fee during the one year prior to School providing Manager with notice of termination.

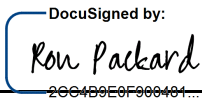
- 13.13 Survival on Termination or Expiration. The following Articles and Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

[Signature page follows]

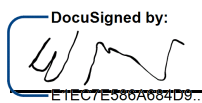


**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date and year first above written.

**Accel Schools Cleveland FB LLC**

By:   
Name: Ron Packard  
Title: CEO and founder

**Lake Erie Bilingual Academy**

By:   
Name: William Eppich  
Title: Board President

## **APPENDIX A**

### INCENTIVE GOALS

An additional one and one-half percent (1.5%) Management Fee annual bonus for a Performance Index score of ten (10) points above similar schools and/or a grade of five stars or four stars on value added score issued by the state of Ohio.

## **ATTACHMENT 5.2**

### **FACILITIES PLAN**

1. Detailed description of each facility used for instructional purposes, containing the address and grades served;
2. Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable;
3. Annual mortgage principal and interest payments that are paid by the school, if applicable;
4. Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any; and
5. If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable.

## SUBLEASE AGREEMENT

**THIS SUBLEASE AGREEMENT** (this “Sublease”) is made as of June 27, 2024 (the “Effective Date”), by and between **ACCEL SCHOOLS OHIO LLC**, a Delaware limited liability company (“Sublandlord”), and **LAKE ERIE BILINGUAL ACADEMY**, an Ohio nonprofit corporation (“Subtenant”).

WHEREAS, pursuant to that Lease Agreement (the “Prime Lease”), to be executed on or around the Effective Date, Sublandlord will lease from Most Rev. Edward C. Malesic, Bishop of the Catholic Diocese of Cleveland as Trustee for St. Mary Parish (“Prime Landlord”), certain real property commonly known as 268 North State Street, Painesville, Ohio, comprising land and improvements more particularly described in the Prime Lease and designated therein as the “Premises” (the “Prime Lease Premises”);

WHEREAS, Subtenant wishes to use and occupy the Prime Lease Premises for operation of a community school, to be known by the name Lake Erie Bilingual Academy or similar;

WHEREAS, in furtherance of the above, Subtenant desires to sublease from Sublandlord, and Sublandlord is willing to sublease to Subtenant on and subject to the terms hereof, the Prime Lease Premises (the “Subleased Premises”) for operation of the School (the “Permitted Use”);

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1 Subleasing of the Subleased Premises.** Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord the Subleased Premises, upon and subject to all of the terms, covenants, rentals and conditions hereinafter set forth. Parties acknowledge and agree that upon commencement of the Term, Subtenant shall be deemed to have fully inspected and examined the Subleased Premises and shall accept the Subleased Premises in its then existing condition, AS-IS, WHERE-IS, WITH ALL FAULTS. Sublandlord makes no representation whatsoever in respect of the Subleased Premises, including, without limitation, its fitness for use for the Permitted Use and/or compliance of the same with applicable laws and regulations. Subtenant agrees that it shall be responsible, at its sole cost and expense, for providing all fixtures, equipment, and personal property necessary for the operation of the Subleased Premises for its Permitted Use that are not furnished by Sublandlord.

### **Section 2 Term.**

(a) The term (together with any renewal thereof, the “Term”) of this Sublease shall commence on July 1, 2024 (the “Commencement Date”), and expire on June 30, 2029, unless sooner terminated as herein provided.

(b) Parties acknowledge that, in accordance with Section 4.1 of the Prime Lease, the term of the Prime Lease automatically extends for renewal terms of one (1) year, subject to the right of Prime Landlord and Sublandlord (in its capacity as tenant under the Prime Lease) not to renew on prior written notice delivered two (2) years prior to expiration of the term or renewal term, as applicable. The Term of this Sublease shall be subject to any non-renewal election made by Prime Landlord or Sublandlord in accordance with Section 4.1 of the Prime Lease. Subject to any such nonrenewal of the Prime Lease, the Term of the Sublease shall automatically renew for renewal terms of one (1) year each unless Subtenant provides notice of nonrenewal not later than two (2) years and three (3) months prior to the expiration date of the Term (as renewed).

(c) In the event Subtenant's charter for the operation of a charter school is terminated, non-renewed, or suspended or should the state of Ohio cease to fund the Subtenant prior to the expiration of the Term, Subtenant shall have the right to terminate this Lease upon notice to Sublandlord.

(d) Parties acknowledge that, notwithstanding the foregoing, the Term shall be subject in all respects to any termination of the Prime Lease.

### **Section 3 Rent.**

(a) Subtenant shall pay to Sublandlord annual base rent for the Subleased Premises ("Base Rent") during the Term in equal monthly installments, in the amounts set forth in Section 5 of the Prime Lease, subject to escalation as provided therein.

(b) Base Rent shall be payable monthly, without demand, setoff, or deduction, except as otherwise provided herein, on or before the first (1<sup>st</sup>) day of each calendar month, in advance, commencing on the Commencement Date and for the remainder of the Term. If the Base Rent is payable for a fraction of a month, the amount payable shall be a pro rata share of a full month's rent. Base Rent shall be timely paid to Sublandlord by electronic transfer to an account designated by Sublandlord pursuant to written instructions provided in advance by Sublandlord to Subtenant or by check payable to Sublandlord at such address of which Sublandlord shall notify Subtenant in writing, in each case, until Subtenant receives other written instructions from Sublandlord.

(c) In addition to the payment of Base Rent, Subtenant shall also pay to Sublandlord, as additional rent ("Additional Sublease Rent") hereunder, any and all sums of money payable by Sublandlord under the Prime Lease. Base Rent and Additional Sublease Rent are collectively referred to herein as "Rent."

**Section 4 Use.** Except with the prior written consent of Sublandlord (which may be granted or withheld in its sole and absolute discretion) and Prime Landlord (if required under the Prime Lease), or as otherwise provided in this Sublease, the Subleased Premises shall be used only for the Permitted Use. Sublandlord agrees to execute, without cost to Sublandlord, such customary applications, consents and other instruments as shall be required by governmental authorities to permit the operation of the Subleased Premises for the Permitted Use, so long as such applications, consents, or other instruments do not impose or subject Sublandlord to any liability, claim, or obligation, and Subtenant hereby covenants and agrees to indemnify and hold harmless Sublandlord from and against any and all claims, costs, demands, losses or liabilities (including attorneys' fees) which Sublandlord may suffer or incur by reason of Sublandlord's execution of any such applications, consents or other instruments as Subtenant may request. Without limiting any other provision of this Sublease or the Prime Lease, Subtenant shall take good care of the Subleased Premises, suffer no waste or injury thereto, and shall comply with all Laws which are imposed on Sublandlord, as tenant under the Prime Lease, as the same are applicable to the Subleased Premises and Subtenant's use thereof. As used herein "Laws" means all applicable governmental laws, statutes, codes, ordinances, rulings, regulations, orders and decrees, now in force or hereafter enacted, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., or any successor thereto.

### **Section 5 Subordination to and Incorporation of Terms of Lease.**

(a) This Sublease is in all respects subject and subordinate to any mortgage, deed, deed of trust, superior lease, or other instrument now or hereafter encumbering the Subleased Premises (including any building(s) and land encompassed thereby), to the terms and conditions of the Prime Lease and to matters to which the Prime Lease, including any amendments thereto, is or shall be subordinate. The terms,

provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements of the Prime Lease are incorporated into this Sublease by reference and made a part hereof as if herein set forth at length, *mutatis mutandis*, and shall, as between Sublandlord and Subtenant (as if they were the “Lessor” and “Lessee,” respectively, under the Prime Lease), constitute the terms of this Sublease, except to the extent that they are expressly inapplicable to, or expressly modified or eliminated by, the terms of this Sublease; it being agreed that, except as provided below, for the purposes of this Sublease, references in the Prime Lease to (a) the “Lessor” shall be deemed to refer to Sublandlord, (b) the “Lessee” shall be deemed to refer to Subtenant, and (c) the “Premises” shall be deemed to refer to the Subleased Premises. Subtenant shall in no case have any rights under this Sublease greater than Sublandlord’s rights as “Lessee” under the Prime Lease. Sublandlord may exercise all of the rights, powers, privileges and remedies reserved to Prime Landlord, as “Lessor,” under the Prime Lease to the same extent as if fully set forth herein at length, including, without limitation, all releases from liability to Sublandlord thereunder except as may be provided otherwise herein, and all rights and remedies arising out of or with respect to any default by Subtenant in the payment of Rent hereunder or the observance or performance of the terms, covenants, conditions and agreements of this Sublease (including those portions of the Prime Lease that are incorporated herein). Except as expressly set forth herein, Sublandlord and Subtenant each agree to observe and be bound by each and every covenant, condition, and provision of the Prime Lease. Subtenant acknowledges that it has reviewed and is familiar with the Prime Lease, and Sublandlord represents that the copy of the Prime Lease attached hereto as **Exhibit A** is, subject to **Error! Reference source not found.** hereof, a true, correct, and complete copy of the Prime Lease. In confirmation of the subordination provided for in this Section, Subtenant shall, at Sublandlord’s request, promptly execute any requisite or appropriate certificate or other document. Subtenant hereby irrevocably appoints Sublandlord as its attorney-in-fact, coupled with an interest, for the purpose of executing any such instrument of subordination if Subtenant shall fail to execute, acknowledge, and/or deliver any such instrument of subordination within ten (10) business days after Sublandlord’s demand therefor.

(b) Notwithstanding anything to the contrary contained herein, incorporation of the Prime Lease pursuant to subsection (a) above is subject to the following:

(i) The terms and provisions of the Prime Lease described below are deemed inapplicable to this Sublease and therefore excluded from the incorporation provided for above.

Prime Lease Provision	Portion Excluded from Incorporation
1. Section 3.1(Term)	This section is excluded in its entirety.
2. Section 4 (Renewal Terms)	
3. Section 5.1 (Rent)	The delivery instructions for payment set forth in the second sentence of this section is excluded.
4. Section 5.3 (Security Deposit)	This section is excluded in its entirety.
5. Section 12 (Subletting, Assigning and Licensing)	This section is excluded in its entirety.

(ii) References to “Lessor” in the Prime Lease, as incorporated herein, shall, where the context requires, be deemed to refer to Sublandlord or Prime Landlord or both, it being agreed, that (1) any provision in the Prime Lease authorizing access, entry, use, and/or inspection by “Lessor” in respect of the Subleased Premises shall, as incorporated herein, be deemed to authorize such access, entry, and/or inspection of the Subleased Premises by Sublandlord and Prime Landlord; (2) in all provisions of the Prime Lease incorporated herein that require the approval or consent of Prime Landlord, Subtenant shall be required to obtain the approval or consent of Sublandlord and Prime Landlord, provided that Subtenant shall not make such request directly to Prime Landlord, but rather, Sublandlord shall, upon Subtenant’s written request, request Prime Landlord’s consent or approval on

Subtenant's behalf; and (3) any and all insurance required to be maintained by Subtenant pursuant to the Prime Lease, as incorporated herein, shall name both Sublandlord and Prime Landlord as additional insureds and loss payees, as applicable.

(c) To the extent that any provisions of the Prime Lease impose on Prime Landlord any covenants, agreements, or obligations (including, without limitation, Section 8 of the Prime Lease), and, by virtue of incorporation, the same are imposed on Sublandlord hereunder, parties hereby agree that Sublandlord shall not be in default hereunder by reason of Prime Landlord's failure to perform so long as Sublandlord uses its commercially reasonable efforts to cause Prime Landlord to perform in compliance with the Prime Lease. To the extent that any provisions of the Prime Lease bind Prime Landlord to any representation or warranty, parties hereby agree that Sublandlord shall not be bound by such representation or warranty, provided that Sublandlord shall use its commercially reasonable efforts to cause Prime Landlord to cure any breach of said representation or warranty, to the extent cure may be feasible.

**Section 6 Subtenant's Obligations with Respect to the Prime Lease.** All acts to be performed and all of the terms and provisions to be observed by Sublandlord, as Lessee under the Prime Lease, shall be performed and observed by Subtenant, unless specifically excluded in this Sublease.

(b) Subtenant covenants and agrees that Subtenant shall not do anything that would constitute a default under the terms of the Prime Lease, as incorporated herein, or fail to do anything that Subtenant is obligated to do under the terms of this Sublease so as to cause a default by Sublandlord under the Prime Lease or which may make Sublandlord liable for any Losses thereunder.

(c) In the event that Subtenant shall be in default of any term or provision of, or shall fail to honor any obligation under this Sublease, Sublandlord, on giving the notice required by the Prime Lease (as modified pursuant to Section 11 hereof) and subject to the right, if any, of Subtenant to cure any such default as may be provided in the Prime Lease, but subject to Section 9 hereof, shall have available to it all of the remedies available to Prime Landlord under the Prime Lease in the event of a like default or failure on the part of Sublandlord as tenant thereunder. Such remedies shall be in addition to all other remedies available to Sublandlord at law or in equity.

**Section 7 Alterations.** Notwithstanding anything to the contrary contained in the Prime Lease, Subtenant shall not make any alterations or changes to the Subleased Premises whatsoever, including, without limitation, structural or nonstructural changes (collectively, "Alterations"), without the prior written consent of Sublandlord (not to be unreasonably withheld or delayed) and, if required under the Prime Lease, Prime Landlord. Any Alterations consented to by Sublandlord and, if applicable, Prime Landlord shall be performed by Subtenant, at its sole cost and expense, and in compliance with all applicable conditions and requirements set forth in the Prime Lease and applicable law.

#### **Section 8 Payments to Third Parties.**

(a) Subtenant shall cause timely payment for all amounts due in respect of utilities, other service charges, and taxes relating to the Subleased Premises and/or Subtenant's property, in accordance with Sections 8 and 10 of the Prime Lease (as incorporated herein). If, however, any amounts payable by Subtenant pursuant to the immediately preceding sentence are not directly billed to Subtenant, then Sublandlord may elect to pay the same, in which event Subtenant shall reimburse Sublandlord within thirty (30) days of Sublandlord's demand therefor. If, however, Sublandlord does not elect to make such payment, Sublandlord shall timely furnish Subtenant with a copy of any applicable bill or invoice, and Subtenant shall cause the same to be paid. If Sublandlord fails to timely provide said bill or invoice, Subtenant shall not be responsible for any late fees or penalties associated with the late payment.

(b) Sublandlord and Subtenant acknowledge and agree that it is their intent to cause the Subleased Premises to be exempt from real property (ad valorem) tax (to the extent that the Subleased Premises is not already exempt) as provided in Ohio Revised Code Section 5709.07, which exempts real property leased to community schools (the “Community School Exemption”). In furtherance of such intent, Sublandlord shall use its commercially reasonable efforts to obtain the Community School Exemption for the Subleased Premises in respect of tax years (or portions thereof) for which such exemption is available. Within thirty (30) days of Sublandlord’s demand therefore, Subtenant shall reimburse Sublandlord for any and all reasonable expenses (including attorneys’ fees) incurred in connection with Sublandlord’s effort to obtain the Community School Exemption. In the event the Community School Exemption is obtained for the Subleased Premises resulting in a reimbursement or refund to Sublandlord from the taxing authority or any other governmental authority of taxes that had been actually paid by Subtenant, such reimbursement shall be credited to Subtenant as if it were a payment of Rent hereunder and accounted for in a writing from Sublandlord to Subtenant.

**Section 9 Time Limits.** In the event Subtenant receives from Sublandlord any notice to cure any default hereunder or under the Prime Lease for which Subtenant is responsible, which notice is based on a notice sent to Sublandlord by Prime Landlord pursuant to the Prime Lease, Subtenant shall cure such condition three (3) days prior to the time required of Sublandlord by Prime Landlord for the cure thereof.

**Section 10 End of Term.** The Term shall expire and terminate at the end of the Term without the necessity of any further notice from Sublandlord or Subtenant to terminate the same.

**Section 11 Notices.** All demands, approvals, consents, or notices shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by a nationally recognized and reputable courier service at the party’s respective address(es) set forth below. Each notice shall be deemed to have been received upon the earlier to occur of actual delivery or the date on which delivery is refused. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party written notice of the new address.

***If to Sublandlord:***

Accel Schools Ohio LLC  
c/o Lake Erie Bilingual Academy  
Attention: School Leader  
268 North State Street  
Painesville, Ohio 44077

Accel Schools Ohio LLC  
Attention: Legal  
1750 Tysons Boulevard, Suite 1300  
McLean, VA 22102

***If to Subtenant:***

Lake Erie Bilingual Academy  
Attention: Board President  
268 N. State St.  
Painesville, Ohio 44077

***with a copy to:***

Amy Goodson Co., LLC  
Attention: Amy Goodson, Esq.  
288 South Munroe Rd.  
Tallmadge, OH 44278

**Section 12 Miscellaneous.**

(a) Terms capitalized herein but not otherwise defined shall have the meaning given to them in the Prime Lease.



(b) Sublandlord and Subtenant represent and warrant to each other that neither has dealt with any broker in connection with this Sublease. Sublandlord and Subtenant shall indemnify the other against, and hold each other harmless from, any claim of, or liability to, any broker or other party with whom Sublandlord or Subtenant shall have dealt in connection with this transaction or Sublease. This section survives the termination of this Sublease.

(c) In no event shall Subtenant be permitted to assign this Sublease, nor shall Subtenant be permitted to sublease all or any portion of the Subleased Premises to another party, in each without first having obtained Sublandlord's prior written consent.

(d) EACH PARTY HEREBY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

(e) This Sublease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each of the parties hereto shall be entitled to rely on delivery of a facsimile or PDF copy of this Sublease, and acceptance by each such party of any such facsimile or PDF copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

(f) This Sublease (together with all exhibits and other attachments hereto, which are hereby incorporated and made a part hereof for all purposes as if fully set forth herein) contains the entire agreement of the parties and no other representations or agreements, oral or otherwise, among the parties not embodied herein shall be of any force or effect with respect to the subject matter hereof. No failure of any of the parties to exercise any power given hereunder, or to insist upon strict compliance of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

(g) This Sublease may not be amended or modified except by a writing signed by both parties.

*[Signatures on the following page]*

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Sublease to be duly executed as of the day and year first above written.

**SUBLANDLORD:**

**ACCEL SCHOOL OHIO LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: Ronald J. Pedraza  
Title: CEO

**SUBTENANT:**

**LAKE ERIE BILINGUAL ACADEMY,**  
an Ohio nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF VIRGINIA  
COUNTY OF FAIRFAX

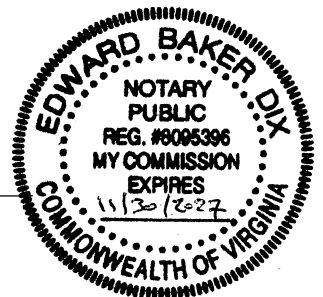
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June 2024, by Ronald J. Pedraza [name], CEO [title] of Accel Schools Ohio LLC, a Delaware limited liability company, on behalf thereof.

In witness whereof, I have hereunto set my hand and official seal.

(seal)

[Signature]  
(signature)

My commission expires: 11/30/2027



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ [name], \_\_\_\_\_ [title] of Lake Erie Bilingual Academy, an Ohio nonprofit corporation, on behalf thereof.

In witness whereof, I have hereunto set my hand and official seal.

(seal)

\_\_\_\_\_  
(signature)

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Sublease to be duly executed as of the day and year first above written.

**SUBLANDLORD:**

**ACCEL SCHOOL OHIO LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**SUBTENANT:**

**LAKE ERIE BILINGUAL ACADEMY,**  
an Ohio nonprofit corporation

By: Dusk Haberman  
Name: DUSK HABERMAN  
Title: President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_ [name], \_\_\_\_\_ [title] of Accel Schools Ohio LLC, a Delaware limited liability company, on behalf thereof.

In witness whereof, I have hereunto set my hand and official seal.

(seal)

\_\_\_\_\_  
(signature)

My commission expires: \_\_\_\_\_

STATE OF OHIO  
COUNTY OF Ashtabula

The foregoing instrument was acknowledged before me this 27 day of June 2024, by DUSK Haberman [name], President [title] of Lake Erie Bilingual Academy, an Ohio nonprofit corporation, on behalf thereof.

In witness whereof, I have hereunto set my hand and official seal.



**RUTHELLA CODER**  
Notary Public State of Ohio  
My Commission Expires  
May 19, 2026

Ruthella Coder  
(signature)

My commission expires: 5-19-2026

**EXHIBIT A**  
**PRIME LEASE**

(See attached.)

# ***LEASE AGREEMENT***

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THIS LEASE (the “Lease”) is entered into by and between **Most Rev. Edward C. Malesic, Bishop of the Catholic Diocese of Cleveland as Trustee for St. Mary Parish** (the “Lessor”) and **Accel Schools Ohio LLC**, a Delaware limited liability company (the “Lessee”). This Lease shall be effective on the date signed by Lessor, if Lessor is last to sign, or on the date signed by Lessee, if Lessee is last to sign (the “Effective Date”).

## **WITNESSETH:**

1. **PREMISES.** Lessor holds title to certain property under an implied trust for the benefit of St. Mary Parish of the Catholic Diocese of Cleveland (the “Parish”) and Lessor does hereby let and lease unto the Lessee for the term and upon the payment of the rents and keeping, performance and observance of all the terms, covenants, provisions, conditions and limitations set forth herein, a portion of such property situated in the City of Painesville, County of Lake and State of Ohio, and known as approximately 29,946 sq. ft. of the former St. Mary School Building located at 268 North State Street, Painesville, Ohio and more fully described in the floor plan attached hereto as Exhibit A (the “Premises”). Rooms 111, 104, the basement library/media center, basement maintenance office and basement storage space are specifically excluded from the Premises as described in the attached Exhibit A.

1.1 **Parking lot:** Although not included as part of the Premises, Lessee shall have a nonexclusive license to utilize Lessor’s parking lot provided that such use shall not in any way interfere or hinder Lessor’s use of the same.

1.2 **Gym:** Although not included as part of the Premises, Lessee shall have an exclusive revocable license to utilize the Parish’s gymnasium (the “Gym”) only on school days from 8:00 am to 5:00 pm provided that Lessee pays Lessor a monthly fee of \$500.00 for such use (“Gym License”). Lessor may revoke the Gym License at any time immediately upon notice to Lessee if Lessee is in violation of any term of the Lease including but not limited to failing to vacate the Gym by 5:00 p.m. or failing to pay the Gym License fees.

1.3 **Playground:** Although not included as part of the Premises, Lessee shall have an exclusive revocable license to utilize the existing outdoor playground area, located on Parish property near the Premises, including the playground equipment and surrounding area (“Playground”) on school days only from 8:00 am to 5:00 pm (“Playground License”). Lessee shall be responsible for any and all costs related to maintenance, repairs and replacements to the Playground as further described in Section 8.4 herein. Lessor may immediately revoke the Playground License at any time immediately upon notice to Lessee if Playground is deemed unsafe in Lessor’s sole discretion during the Term or renewal term, or if Lessee is in violation of any term of the Lease including but not limited to failing to pay for any costs of maintenance, repairs, or replacements to the Playground.

1.4 **Family Center Use.** Although not included as part of the Premises, Lessor may allow Lessee to rent the Family Center on an occasional as needed basis. Lessee shall make such

a request to Lessor in writing directly to the St. Mary Parish Office at least sixty (60) days in advance of requested date. In its sole discretion, Lessor shall determine if the Hall is available on the requested date and the fee amount of such rental. In addition, Lessee shall complete a Facility Use Agreement for each such rental.

2. **EQUIPMENT AND FURNISHINGS**. During the term of this Lease, Lessee shall have the use of the equipment and furnishings currently located on the Premises. Lessor and Lessee shall conduct an inventory of the same and each item shall be clearly marked for identification purposes.

Lessee shall not remove any of the equipment, including kitchen equipment, or furnishings from the Premises and shall repair or replace the equipment or furnishings which are damaged, destroyed or have deteriorated as a result of Lessee's use of the same. Upon the termination of the Lessee's occupancy of the Premises, Lessor and Lessee shall verify the condition of the equipment and furnishings. Any article of equipment or furnishing which is excessively worn shall be replaced by Lessee with equipment or furnishings that are of the same or similar condition as existed prior to the inception of the original Term. Lessee shall supply all additional furnishings and equipment required for its occupancy and operations on the Premises. All fixtures and equipment shall meet any and all Federal, state and local regulations, laws, requirements and standards with respect to the use and occupancy of the Premises.

### 3. **TERM AND OCCUPANCY**.

3.1 **Term**: This Lease shall be for a term of five (5) year(s) commencing on the first day of July, 2024, and ending on the last day of June, 2029 (the "Term").

3.2 **Occupancy**: Lessee shall be granted occupancy of the Premises commencing on the Effective Date. Notwithstanding this fact, Lessee may not use the Premises for the use specified herein until such time as an appropriate occupancy permit has been issued by the City of Painesville and all other necessary licenses or permits from any applicable governmental authority are received by Lessee for such use and copies thereof provided to Lessor. Prior to such time Lessee may enter the Premises to make any and all necessary repairs or alterations necessary in order to obtain such permits and/or licenses. Lessor agrees that it shall reasonably cooperate with Lessee in obtaining an occupancy permit so long as all costs associated with such permit shall be borne by the Lessee.

### 4. **RENEWAL TERMS**.

4.1 **General**. The Term will automatically extend for one (1) year renewal terms on a continuing basis from July 1<sup>st</sup> to June 30<sup>th</sup>, unless either party provides notice of termination at any time prior to two (2) years' before the Term or renewal term end date.

4.2 **2029-2030 Renewal**. If the Lease is renewed from July 1, 2029 to June 30, 2030 in accordance with the terms set forth herein, Rent during such renewal term shall be at an annual rate of \$145,000.00 which shall be paid in equal monthly installments of 12,083.33 regardless of student enrollment.

4.3 Additional Renewals. For any automatic renewals beyond June 30, 2030, Rent shall increase annually on July 1<sup>st</sup> at a rate of four percent (4%) of the Rent currently in effect during the last month of the prior year of the Term or the prior year of a renewal term or extension thereof.

5. **RENT.**

5.1 In General. Lessee agrees to pay to Lessor rent for the use and occupancy of the Premises (“Rent”). Rent shall be paid on or before the first (1st) day of each and every calendar month (prorated for any partial month) and shall be paid directly to St. Mary Parish at the place which notices are required to be sent hereunder. The agreement to pay rent hereunder is independent of any other agreement contained in this Lease.

5.2 Rent. For the first three years of the Term (July 1, 2024 – June 30, 2027), Rent shall be based on student enrollment as set forth in the chart below. Such amount shall be paid in equal monthly installments. For every year of the Term, Lessee shall provide Lessor the enrollment count by October 1st including copies of the enrollment documents provided to the State of Ohio. For the initial months of the first year of the Term when enrollment is yet to be determined, the rental rate will be set at an enrollment rate of 100 students. Any overage/deficit in Rent will be resolved between the parties by November 1st.

Enrollment	Base Rent	
	Monthly	Annual
0 – 50	\$5,000	\$60,000
51 – 100	\$5,500	\$66,000
101 – 125	\$6,000	\$72,000
126 – 150	\$6,500	\$78,000
151 – 175	\$7,500	\$90,000
176 – 200	\$8,500	\$102,000
201 and up	\$11,000	\$132,000

As Rent from July 1, 2027 to June 30, 2028, Lessee shall pay Lessor a total amount of One Hundred Thirty Two Thousand Dollars (\$132,000.00) annually. Such amount shall be paid in equal monthly installments of Eleven Thousand Dollars (\$11,000.00).

As Rent from July 1, 2028 to June 30, 2029, Lessee shall pay Lessor based on student enrollment as set forth below:

- Less than 200 students: \$132,000.00 annually (\$11,000.00 per month)
- 201-224 students: \$137,750.00 annually (\$11,479.167 per month)
- 225 or more students: \$145,000.00 annually (12,083.33 per month)

Because student enrollment for the 2028-2029 school year will not be defined until October 1, 2028, Lessee shall pay Lessor Rent at a rate of 200 students from July 1, 2028 to September 1, 2028. Any overage/deficit in Rent due to student enrollment will be resolved between the parties by November 1st.

5.3 Security Deposit. Lessee shall deposit with Lessor the sum of \$6,000.00 (the “Security Deposit”) immediately upon execution of this Lease as security for the full and faithful

performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall, within five (5) days after written demand therefor, deposit funds with Lessor in the amount sufficient to restore the Security Deposit to its original amount. Lessor shall not be required to keep the Security Deposit separate from its general funds and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform its obligations under this Lease, the Security Deposit or any balance thereof shall be returned to Lessee at the expiration of the Lease Term and/or within sixty (60) days after the Lessee's vacation of the Premises, unless such vacation is an event of Lessee's default.

5.4 Late Fee. In addition to the Rent to be paid as herein provided, Lessee shall pay, as additional rent, the cost of any late charges and interest charges as set herein and any insufficient fund charges for bounced checks, court costs, attorney's fees and other costs and expenses incurred because of a Lessee default as set forth in the Lease. Any rent or additional rent payable by Lessee to Lessor under the Lease which is not paid within five (5) days after the same is due will be automatically subject to a late payment charge of five percent (5%) of the delinquent amount, in each instance, to cover Lessor's additional administrative costs. In addition to the late charge set forth above, Lessee shall also be required to pay interest on all such unpaid sums (including any late charge(s)), at a per annum rate equal to the lesser of: (i) ten percent (10%); and (ii) the maximum rate permitted by applicable law ("Default Rate" ) on all such outstanding charges of Rent, with said interest charges, as applicable, to be payable on the first (1st) of each month throughout the Term of this Lease, without further notice or demand therefor by Lessor. Such late charges and interest shall be due and payable as set forth herein and will accrue from the date that such sums for rent and additional rent are payable under the provisions of this Lease until actually paid by Lessee. Interest will not be compounded. The right of Lessor to charge a late charge and interest with respect to past due installments of Rent and Additional Rent is in addition to Lessor's rights and remedies upon an Event of Default.

6. **PURPOSE, USES, AND COMPLIANCE WITH LAWS**. Lessee shall bear full responsibility for the operation and use of the Premises, and ensure its use is exclusively limited to the operation of an Ohio community school pursuant to Ohio Revised Code 3314 serving grades kindergarten through eighth grade during the hours of 7:00 a.m. to 5:00 p.m., and for no other purpose. While Lessee is not permitted to serve grades other than kindergarten through eighth, Lessee is not required to serve all grades at all times. Lessee shall use and occupy the Premises in a careful, safe and proper manner; will not commit or suffer waste therein; and, subject to Section 8.1.2, will comply with all present and future laws, ordinances, rules, regulations and requirements of the United States of America, the State of Ohio and the appropriate local government respecting said Premises and the use and occupation thereof. Lessee shall make, at its sole cost, any and all repairs, modifications, alterations or additions to the Premises that may be required by any such laws, ordinances, rules, regulations or requirements, including but not limited to any repairs, modifications, alterations, or additions necessary to obtain a certificate of occupancy or to comply with any applicable building codes, fire/health and safety codes, with the Americans with Disabilities Act (as amended) or any



similar state law. Lessee shall not utilize the Premises in any manner which may obstruct or interfere with the rights of other lessees or occupants at the Parish. Lessee shall not use, or permit the Premises to be used, in any manner that is contradictory to the teachings or mission of the Catholic Church, that promotes the espousal of any particular belief or viewpoint that is contradictory to the teachings of the Catholic Church as determined by the Bishop of the Catholic Diocese of Cleveland, or that is otherwise injurious to the reputation of the Parish, the Catholic Diocese of Cleveland, or the Bishop of the Catholic Diocese of Cleveland.

7. **ALTERATIONS AND FIXTURES.** Lessee may, upon obtaining the prior written consent of the Lessor, at its own expense, beginning with the execution of this Lease, from time to time during the term hereof or any extension hereof, make such interior improvements, alterations, additions, and/or changes (the "Alterations") in and to the Premises as it finds necessary or convenient for its purposes. All such work shall be done in a professional, good, and workmanlike manner and comply with all applicable ordinances, laws and regulations of all authorities having jurisdiction over the Premises and Lessee's use of said premises. Moreover, Lessee shall make such Alterations as reasonably recommended by the insurers issuing coverage on the Premises. Unless otherwise provided in the written consent, any such Alterations in or to the Premises shall become the property of the Lessor and be included in the Premises. Lessee shall, at its sole cost and expense, upon receipt of written instructions from the Lessor, remove any Alterations in or to the Premises made in violation of this paragraph and restore the Premises to the condition in which they were originally found.

#### 8. **REPAIRS AND CUSTODIAL REQUIREMENTS.**

##### 8.1 Lessee's Obligations.

8.1.1 Lessee's Obligations. Lessee shall keep the Premises in good order and in a clean and sanitary condition throughout the term of the Lease. Lessee shall be financially responsible for all ordinary interior maintenance of the Premises, and shall pay for all repairs and replacements as deemed necessary by Lessor to keep in good order, condition, and repair, the interior of the Premises, including without limitation, any and all appliances and equipment on the Premises including but not limited to furnishings, appliances, equipment, paint, carpet, windows, light bulbs, toilets, sinks, urinals, light fixtures, window treatments, doors and water fountains. Lessee shall be financially responsible for all goods, parts and products necessary for the cleaning and maintenance of the school including but not limited to cleaning supplies and repair parts and replacement items. Furthermore, Lessee is solely responsible to supply, stock and maintain all necessary paper products for the operation of the school. Lessee shall be solely responsible to pay for and perform all deep cleaning services for the Premises including but not limited to floor stripping and waxing, carpet cleaning, deep cleaning of hall rugs and all other annual and/or quarterly cleaning required to maintain the Premises in clean and sanitary condition throughout the term of the Lease.

8.1.2 Repairs Necessary for Occupancy and Compliance with Law. In accordance with Section 7 as set forth herein, Lessee shall be responsible, at its sole cost, for making any and all repairs, modifications, alterations or additions to the Premises that

may be required by any laws, ordinances, rules, regulations or requirements, including but not limited to any repairs, modifications, alterations, or additions necessary in order for the Premises to be used for its intended use or to obtain a certificate of occupancy or to comply with any applicable building codes, fire/health and safety codes, with the Americans with Disabilities Act (as amended) or any similar state law, if and when applicable. Lessee shall fully comply with all laws, ordinances, rules, regulations or requirements to obtain a certificate of occupancy after commencement of this Lease. If after Lessee obtains a certificate of occupancy, additional repairs, modifications, alterations, or additions (collectively, "Modifications") to the Premises are required by any laws, ordinances, rules, regulations or requirements during the Term and/or any renewal term and Lessee refuses or is unable to make any and all such Modifications necessary for compliance of continued occupancy, Lessee may terminate the Lease upon thirty (30) days Notice to Lessor. In the event of such termination, Lessee shall remain liable for any and all costs due to Lessor under the Lease through the date of termination. In addition, all costs, fines, or charges of every kind and nature whatsoever, which are levied, assessed or imposed on Lessor, the Catholic Diocese of Cleveland, the Parish and their respective officers, shareholders, beneficiaries, partners, representatives, agents, clergy, and/or employees at any time due to Lessee's failure to comply with laws, ordinances, rules, regulations or requirements to occupy, use and/or possess the Premises, or any part thereof, during the Term, or any renewal term of this Lease, shall be completely assumed by the Lessee. For purposes of this Section, Lessee will be considered an occupant of the Premises until Lessee has complied with all of the following: (i) appropriately terminated the Lease in accordance with the terms set forth herein, and (ii) Lessee has completely vacated the Premises, and (iii) Lessee has removed all of its equipment, furniture and personal belongings from the parish property. The provisions of this Section 8.1.2 shall survive the expiration or termination of this Lease.

8.1.3 Repairs Necessitated by Lessee's Negligence or Fault. Lessee shall be responsible for promptly repairing any damage caused by its own negligence or intentional acts or by the negligence or intentional acts of those for whom it is responsible, including, but not limited to, its employees, agents, contractors, invitees, and licensees. In the event such damage occurs, Lessee shall immediately notify Lessor of the damage and shall promptly submit for Lessor's approval any and all plans for the repair of such damage prior to undertaking the same.

8.2 Lessor's Obligations. Except as otherwise provided for in this Lease, Lessor, at its expense, shall make all repairs and maintenance and make all replacements as are necessary to keep in good order, condition, and repair (i) the roof and all structural elements of the Premises, (ii) all building main mechanical systems, (iii) the school building boiler, (iv) all exterior elements of any buildings on the Premises, and (v) the parking areas, drives, and other exterior improvements located on the Premises.

8.3 Interior Maintenance Services. Lessor's maintenance staff shall provide maintenance services for the Premises to keep the Premises in good order and in a clean and sanitary condition throughout the term of the Lease in Lessor's sole discretion including but not limited to changing light bulbs, fixing/replacing bathroom fixtures, replacing carpet,

repairing/replacing window treatments and repairing/replacing water fountains, but excluding any custodial services performed by Lessor pursuant to Section 8.5. For any such work completed, Lessor shall provide Lessee an invoice for such services on a monthly basis, which will include the cost of any and all parts and the cost of labor to perform such services. Labor will be charged at rate of \$25.00 per hour ("Labor Rate") and the cost of parts shall be at the actual cost to Lessor. In the event an outside third party is required to perform any interior maintenance of the building in Lessor's sole discretion, Lessor shall hire such third party in accordance with the policies of the Catholic Diocese of Cleveland and Lessee shall reimburse Lessor for all such costs within thirty (30) days of receipt of an invoice. The Labor Rate for maintenance services as set forth herein shall automatically increase annually on July 1<sup>st</sup> by three percent (3%) of the Labor Rate currently in effect during the last month of the prior year of the Term or the prior year of a renewal term or extension thereof.

Lessor's representative (named in Section 8.3 below) is the only individual who is authorized to receive requests from Lessee's Authorized Representative (named in Section 8.3 below) for service requests. Lessee's Authorized Representative shall provide such request in writing on the form set forth herein as Exhibit B to Lessor's Authorized Representative. Once Lessor's Authorized Representative receives such request, he shall have fourteen (14) days to approve or deny such request in its sole discretion. Lessor will only review requests from Lessee's Authorized Representative submitted on the appropriate form.

**Lessor's Authorized Representative**

Name: Michael Manary  
Email: mmanary@stmarypv1.org  
Phone: 440-354-6200

**Lessee's Authorized Representative**

Name: Chad Carr  
Email: ccarr@accelschools.com  
Phone: 614-743-3368

8.4 **Playground Maintenance Services.** Lessor's maintenance staff shall provide maintenance services for the Playground to keep the Playground in good repair throughout the term of the Lease in Lessor's sole discretion including but not limited to repairing/replacing equipment and maintaining surrounding area. For any such work completed, Lessor shall provide Lessee an invoice for such services on a monthly basis, which will include the cost of any parts used without markup and the cost of labor to perform such services. Labor will be charged at rate of \$25.00 per hour ("Labor Rate") and the cost of parts shall be at the actual cost to Lessor. In the event an outside third party is required to perform any maintenance to the Playground in Lessor's sole discretion, Lessor shall hire such third party in accordance with the policies of the Catholic Diocese of Cleveland and Lessee shall reimburse Lessor for all such costs within thirty (30) days of receipt of an invoice. The Labor Rate for maintenance services as set forth herein shall automatically increase annually on July 1<sup>st</sup> by three percent (3%) of the Labor Rate currently in effect during the last month of the prior year of the Term or the prior year of a renewal term or extension thereof. Lessee may submit a request for maintenance to the Playground as set forth in Section 8.3 herein.

8.5 Custodial Services. Lessor's custodial staff shall provide standard daily custodial services for the Premises including trash removal, vacuuming, cleaning of the floors and cleaning of restrooms. Lessee shall pay Lessor a custodial service fee in the amount of Fifty Thousand Dollars (\$50,000.00) annually ("Custodial Service Fee"). The Custodial Service Fee shall be paid in equal monthly installments of Four Thousand One Hundred Sixty Six Dollars and sixty six cents (\$4,166.66) by the first day of each month of the Term or renewal term. The Custodial Service Fee shall automatically increase on July 1<sup>st</sup> by three percent (3%) of the Custodial Service Fee currently in effect during the last month of the prior year of the Term or the prior year of a renewal term or extension thereof. Lessor's custodial services shall not include any deep cleaning services required for the Premises.

8.6 Snow Removal. The Lessor shall be responsible for procuring all snow plowing necessary to clear the parking lots and driveways serving the Premises. Lessee shall reimburse Lessor fifty percent (50%) of the all the snowplowing costs for the property within thirty (30) days of receipt of invoice. The Lessor shall be responsible for keeping all walkways and entranceways serving the Premises clear and free of snow and ice.

8.7 Trash Removal. Lessee shall be solely responsible for procuring, at its expense, any trash removal services required by its use and occupancy of the Premises.

8.8 Lawn Cutting and Landscaping. Lessor shall be responsible for all lawn cutting and routine/ordinary landscape maintenance. Lessee shall reimburse Lessor ten percent (10%) of all the landscaping costs for the property within thirty (30) days of receipt of invoice.

8.9 Initial Carpet and Painting. Lessor shall hire an outside third party(ies) in accordance with the policies of the Catholic Diocese of Cleveland to replace carpet in ten (10) classrooms and paint the interior walls of the Premises as soon as possible after the Effective Date. Lessee shall reimburse Lessor for all such costs divided equally in twelve monthly payments from July 1, 2024 to June 30, 2025. Lessee shall make this payment in a check separate from any other monthly payments. While Lessee may be in the Premises as of the Effective Date, Lessee agrees not to interfere or hinder the carpet and painting project as described herein.

9. **MECHANIC'S LIENS.** Lessee shall not permit any mechanic's, laborers', materialmen's or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Premises solely for Lessee or under Lessee's control. If any such lien shall be filed or shall attach, the Lessee shall promptly either pay the same or procure the discharge of the same by giving security or in any manner required or permitted by law. Lessee's failure to do so within thirty (30) days of the filing of the lien or attachment shall result in the payment of the same by the Lessor and subsequent recovery of all expenses and costs from the Lessee. Lessee shall indemnify, hold harmless and defend the Lessor from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery or materials and shall

promptly reimburse the Lessor for all costs and expenses thereof, including but not limited to reasonable attorney's fees, bond premiums and court costs.

10. **UTILITIES AND OTHER SERVICES.** Upon the installation and functioning of submeters, Lessee shall make timely payment to Lessor of 80% of all utility and service charges associated with the Premises including gas, water, sewer, electricity and pest control services. Lessor shall determine utilities allocable to the Premises by submeter. However, in the event submeters are not fully installed and functioning by July 1, 2024, Lessee shall make timely payment to Lessor of 50% of all utility and service charges associated with the parish property including gas, water, sewer, electricity and pest control services until such time as submeters are fully installed and functional.

Lessor shall submit invoices related to the prior month's utility and/or service charges to the Lessee and Lessee shall remit payment to Lessor for associated charges with the Rent payment due after receipt of such statements or invoices.

All utility accounts shall remain in the Lessor's name and shall not, under any circumstances be transferred to Lessee's name.

Lessee shall be solely responsible for the installation and payment of all telephone, internet, security, and/or safety monitoring services Lessee may desire or need for its use of the Premises.

11. **HOLDING OVER.** In the event Lessee remains in possession of the Premises after the expiration or termination of the term of this Lease, or any renewal or extension hereof, Lessee shall be a tenant at sufferance at 200% of the monthly rental rate in effect during the last month of the Term or any renewal term, unless otherwise agreed to in a written instrument signed by both parties. Said tenancy shall be in accordance with all terms and provisions of this Lease and shall not diminish in any respect Lessor's remedies with respect to Lessee's failure to vacate. **Nothing contained in this section shall be deemed to authorize Lessee's holding over, and in no event shall any renewal or extension of the Lease be implied by any conduct of either party or both parties, including without limitation, the acceptance of any rent payment by Lessor.**

12. **SUBLETTING, ASSIGNING, AND LICENSING.** Lessee for itself and its successors and assigns, covenants that it shall not sublet any portion of the Premises except to Lake Erie Bilingual Academy (which Lessor hereby approves), and shall not assign, mortgage or encumber this Lease or any interest herein, and shall not grant to any other person or party a license to use any portion of the Premises without the prior written consent of the Lessor.

13. **LESSOR'S RIGHT TO ACCESS AND EXAMINE PREMISES.** Without providing any prior notice to Lessee, Lessor's agents including the Pastor, Business Manager, custodial staff and maintenance staff (collectively, "On-Site Personnel") may enter or remain in the Premises at any time to conduct business in furtherance of Lessor's compliance with the Lease terms and as needed to support the parish. This includes but is not limited to making repairs, replacements, or alterations as allowed or required by the Lease. Lessor shall use reasonable efforts not to unreasonably interfere with Lessee's use of the Premises. Lessor is responsible for screening its On-Site Personnel, including background/criminal history checks, and for Virtus training.

In addition, Lessor and its agents and representatives may enter upon the Premises at any time to (i) show the Premises to prospective purchasers, tenants, or lenders; or (ii) confirm that the Lessee is complying with all terms of this Lease. In such instances, Lessor shall use reasonable efforts not to unreasonably interfere with Lessee's use of the Premises and shall give Lessee reasonable notice (which may be oral notice) of Lessor's intent to enter upon the Premises.

In the case of a real or apparent emergency, Lessor and its agents and representatives may enter the Premises with no prior notice to Lessee.

14. **EXPIRATION**. Lessee will surrender and deliver up the Premises upon the expiration or termination of this Lease in as good order and condition as the same now are, or may be put by the Lessor, reasonable use and natural wear and tear thereof, and damage by fire and unavoidable casualty, excepted. Any trade fixtures or personal property which Lessee fails to remove prior to the expiration or termination of this Lease shall be deemed abandoned.

15. **INSURANCE**.

15.1 Lessee shall fully insure itself with, and furnish to Lessor satisfactory proof that Lessee has in force for the entire period covered by the Lease, the following classes of insurance in the form and with limits specified below, to be maintained until the Lease is terminated or expires or for such longer period of time as specified herein:

- a) **Commercial General Liability** with a limit of liability insuring both bodily injury, personal injury, and property damage in an amount of not less than \$1,000,000.00 per occurrence, with a general aggregate of \$2,000,000.00, providing coverage for the Lessee's use and occupancy of the Premises and its operations thereon and to cover such claims as may be caused by or arise out of an act, omission, or negligence of the Lessee or its officers, employees, laborers, agents, representatives, subcontractors and assigns.
- b) **Commercial Automobile Liability Insurance** for owned, non-owned and hired automobiles, trucks and other licensed motorized vehicles utilized in connection with Lessee's use and occupancy of the Premises and its operations thereon. The policy shall have a limit of liability insuring both bodily injury, and property damage in an amount of not less than \$1,000,000.00 per occurrence.
- c) **Employers Liability Insurance** with limits of at least \$1,000,000 bodily injury for each accident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury disease aggregate.
- d) **Umbrella / Excess Liability Insurance**, written on an occurrence basis in excess of the Commercial General Liability, Automobile Liability, and Employers Liability policies, and which is at least as broad as each and every one of such policies, with minimum limits of \$4,000,000.00 per occurrence, a general aggregate of \$4,000,000.00, and a products and completed operations aggregate of \$4,000,000.00.

The total amounts of underlying insurance required by this Agreement may be satisfied by Lessee purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this section.

e) **Workers Compensation Insurance** and other employee benefits as required by Federal, state and local laws and ordinances and provide to Lessor immediately upon execution of this Agreement copies of any applicable certificates of compliance.

e) **Professional or Educator Liability insurance** covering itself, its officers, employees, agents, representatives, subcontractors and assigns, with a combined single limit of liability in an amount of not less than \$1,000,000.00 per occurrence, with a minimum general aggregate of \$2,000,000.00.

f) **Abuse or Sexual Misconduct insurance** covering itself, its officers, employees, agents, representatives, subcontractors and assigns, with a combined single limit of liability in an amount of not less than \$1,000,000.00 per occurrence, with a minimum general aggregate of \$2,000,000.00.

Insurance as referenced herein above shall be obtained from a carrier rated at least "A-" by A.M. Best Company and licensed or approved in the State of Ohio.

Lessee shall provide to Lessor immediately upon execution of this Agreement a Certificate of Insurance and Endorsement that evidences the above coverage and that:

- a. names each of the following as both **Additional Insured** and certificate holders for the Commercial General Liability, Automobile Liability, Employer's Liability, and Umbrella Liability insurance:
  1. The Bishop of the Catholic Diocese of Cleveland
  2. The Diocese of Cleveland
  3. and St. Mary Parish (Painesville)
- b. provides that the Lessor shall be given thirty (30) days advance written notice of the cancellation or reduction of coverage, and
- c. provides that the insurance shall be Primary insurance and Non-Contributory to any other insurance or self-insurance available to the Additional Insured with respect to the claims arising out of this Agreement and that the insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.

- d. With respect to the Commercial General Liability insurance, Additional Insured status must be provided on ISO forms CG 20 10 and CG 20 37 or equivalent.

15.2 As additional consideration during the term of this Lease and any renewal or extension thereof, Lessee shall reimburse Lessor seventy percent (70%) for the cost of all reasonable insurance carried by Lessor covering the Premises, including but not limited to, Risk Insurance on the building and Lessor's contents to the full replacement cost thereof, liability insurance for bodily injury and property damage, boiler insurance if applicable, and the amount of any deductible or self insured retention required to be paid by Lessor in the event of any claim made by Lessor.

16. **PERSONAL PROPERTY**. Any and all trade fixtures, furnishings, equipment, and other personal property placed or maintained on the Premises shall be at Lessee's sole risk, and Lessor shall not be liable for any loss or damage to such property from any cause whatsoever.

17. **INDEMNIFICATION**. Lessee shall, to the fullest extent allowed by law, indemnify and save Lessor, the Catholic Diocese of Cleveland, the Parish and their respective officers, shareholders, beneficiaries, partners, representatives, contractors, agents, clergy, attorneys, and employees (collectively, "Lessor Indemnitees") harmless from and against any and all claims, actions, damages, demands, losses, liabilities, costs and expenses, including without limitation all reasonable professional and attorneys' fees and litigation costs (collectively, "Losses"), arising out of or relating to: (a) Lessee's default under this Agreement; (b) the occupancy or use of the Premises by Lessee or Lessee's agents, contractors, employees, servants, sublessees or any others that Lessee allows onto the Premise (each a "Lessee Party"); (c) any act or omission of Lessee or any Lessee Party, or (d) Lessee's violation of applicable laws except, in each case, to the extent such Losses arise directly and solely from the gross negligence or willful misconduct of any Lessor Indemnatee. In the event Lessor is made a party to any litigation commenced by or against Lessee to which the foregoing indemnity of Lessee would apply, then Lessee shall defend Lessor by counsel reasonably satisfactory to Lessor and pay all costs, and expenses incurred or paid by Lessor in connection therewith, failing which the entire amount thereof together with Lessor's attorneys fees in connection therewith shall be added to Lessee's agreement to indemnify Lessor and shall bear interest at the rate of ten percent (10%) per annum. The provisions of this Section 17 shall survive the expiration or termination of this Lease.

Lessee acknowledges that in agreeing to indemnify Lessor pursuant to this section, it is waiving, as to Lessor, any immunity it may have pursuant to Ohio workers compensation law, whether statutory or constitutional, including but not limited to Ohio Revised Code §4123.74.

## 18. **DEFAULT AND TERMINATION**.

18.1 **Default**. The following shall be deemed an event of default on the part of the Lessee:

- i) Failure to comply with section 3.2, 5, 8, 10 or 12 of this Lease;



- ii) Failure to comply with section 6 of this Lease except in the event of Lessee's termination in compliance with Section 8.1.2 set forth herein;
- iii) Failure of Lessee to remove any liens or encumbrances placed on the Premises as a result of obligations or debts of the Lessee as set forth in section 9 above;
- iv) Abandonment of the Premises by the Lessee, by leaving the premises or a substantial portion thereof, vacant or deserted for a period of over thirty (30) consecutive days;
- v) Failure to comply with any other provisions of this Lease for thirty (30) days after written notice thereof by Lessor; provided that if the nature of such Default is such that the same cannot reasonably be cured within such period, Lessee shall not be deemed to be in Default if Lessee shall within such period commence to cure such Default and thereafter diligently prosecute the same to completion;
- vi) Lessee becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or makes an assignment for the benefit of creditors.

18.2 Occurrence of Default. Upon the occurrence of a default by Lessee, Lessor may, without prejudice to any other remedies, peaceably re-enter and take possession of the Premises. At any time during which Lessee is in default, Lessor may also terminate this Lease, without obligation to do so. Lessee shall pay Lessor all losses suffered by reason of Lessee's default, including (a) in the case of termination of this Lease, the difference between the rents and other charges becoming due and payable for the balance of the term of this Lease, less the amount of rent loss that Lessee proves could have been reasonably avoided, or (b) if Lessor does not elect to terminate this Lease, the rents and monthly charges due under this Lease, as they become due, less the amounts, if any, actually received by Lessor upon reletting the Premises; and in either case, the amount of any brokerage commissions, repairs, alterations, and similar expenses reasonably incurred by Lessor to relet the Premises. Lessee's obligation to pay the rent shall survive any termination of this Lease due to Lessee's default. Nothing contained in this Section 18.2 shall be deemed a limitation upon any remedies available to Lessor at law or in equity and Lessor shall have the right to undertake any of the aforementioned remedies independently, concurrently, or successively.

18.3 Termination. In addition to termination as a result of default as described above, Lessor may terminate this Lease Agreement effective as of June 15 of any given year during the term of this Lease without further obligation in the event that the Parish has been or is to be closed or has been or is to be merged with any other parish or parishes. Lessor shall provide Lessee at least eighteen (18) months advance written notice in accordance with the notice provisions as set forth in paragraph 26 herein of its decision to terminate the Lease pursuant to

this provision.

All rights and duties under this Lease shall terminate after the eighteen (18) months day notice period has expired, with exception of Lessee's obligation to pay any rent which may be due through the termination date, all reimbursable expenses up to the termination date which are payable to Lessor in accordance with the terms and conditions of this Lease and Lessee's obligation to Lessor under this Lease.

18.4 Personal Property of Lessee. If, at any time, this Lease terminates, whether as a result of any Default by the Lessee, termination by Lessor, or simply by the expiration of the Term, the Lessee shall promptly remove all personal property from the Premises. By failing to remove any such personal property within thirty (30) days after the termination of this Lease, Lessee shall be deemed to have forever abandoned such property and Lessor may remove and dispose of the same in any manner it chooses. In no event shall Lessor be responsible for the preservation or safekeeping of Lessee's property.

19. DAMAGE OR DESTRUCTION. In the event that the Premises shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Lessee shall thereupon surrender possession of the Premises to the Lessor, and thereupon this Lease shall cease and be utterly void without further obligation on either party hereto, with the exception of any claims or causes of action resulting from any acts or omissions on the part of the Lessee.

20. POSSESSION AND CONDITION OF THE PREMISES. Lessee has thoroughly examined and is familiar with the condition of the Premises. Lessee acknowledges that no representation as to the condition or repair thereof, including but not limited to any representation regarding the suitability of the Premises for Lessee's intended use and occupation of the Premises, has been made by Lessor, or Lessor's property manager, agents or employees. Lessee understands and acknowledges that it is Lessee's sole duty to determine whether the Premises is suitable for its intended use and to determine the application of any zoning code or other laws and regulations pertaining to Lessee's intended use of the Premises.

Lessee hereby agrees to accept and take possession of the Premises in its "AS IS," PRESENT CONDITION and "WITH ALL FAULTS." LESSOR AND LESSEE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR LESSEE'S INTENDED COMMERCIAL PURPOSE, AND LESSEE'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LESSOR OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LESSEE SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LESSOR OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

21. QUIET ENJOYMENT: Lessor hereby covenants and agrees that upon Lessee's performance of all the covenants, conditions and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Premises without any manner or hindrance from Lessor, or any person or persons claiming by, through or under, Lessor.

22. **SUCCESSORS OF THE PARTIES.** This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, but nothing in this paragraph shall authorize an assignment or subleasing of Lessee's interest herein without the express written consent of the Lessor.

23. **SEVERABILITY.** All agreements and covenants contained in this Lease are severable and in the event that any of them, with the exception of those in sections 5 and 6 hereof, shall be held invalid by any competent court, this Lease shall be interpreted as if such invalid agreements and covenants were not contained herein.

24. **TAXES.** On or before the last day on which payment may be made without penalty or interest, Lessee shall pay to the proper public authorities all taxes, if any, permits, inspection and license fees. All real estate taxes and assessments, special or otherwise, public charges, ordinary and extraordinary assessments of every kind and nature whatsoever, which are levied, if any, assessed or imposed by any public authority with respect to the Premises, or any part thereof, or on any improvements at any time situated thereon or assessed on the interest of Lessor in or under this Lease or arising out of the occupancy, use or possession of the Premises, subsequent to the commencement of the term of this Lease and during the term of this Lease, as well as any installments of assessments falling due during the term of the Lease, shall be assumed by the Lessee on a pro-rated basis determined by the percentage of the assessed property that the Lessee actually occupies and for the term of this Lease.

Lessee shall be responsible for the payment of any and all taxes assessed upon the fixtures, furnishings, equipment and all other personal property of the Lessee or Lessor contained in the Premises regardless of when such taxes become due and payable and, if said tax(es) are for Lessor's property on a pro-rata basis. For the purpose of determining said amount, the figures supplied by the County Assessor as to the amounts so assessed shall be conclusive. Lessee shall comply with any and all reporting requirements for the property located in the Premises.

Lessee shall immediately pay any taxes and assessments due directly to the public authority levying or imposing the same. In the event that the payment is not timely made, the Lessor may make the payment of the same and include the amount total amount paid in the following month's installment of rent. Failure to reimburse the Lessor for said payment of any taxes and assessments shall be deemed as a default under the terms of this Lease.

25. **NON-WAIVER.** No waiver of any breach or default of Lessee shall be implied from any omission by Lessor to take action on account of any similar or different breach or default or from any acquiescence of Lessor in any prior event of default. No express waiver shall affect any breach or default other than the breach or default specified in the express waiver and that only for the time and to the extent therein stated.

26. **NOTICE.** Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing and shall be deemed given to each party at the following addresses or fax numbers, in the case of a faxed notice: (a) if delivered personally (including by overnight express or messenger), upon delivery; (b) if delivered by registered or certified mail (return receipt requested), upon the earlier of actual delivery or three days after being mailed; or (c) if given by

facsimile, upon confirmation of transmission by facsimile.

Lessor:

St. Mary Parish  
Attn: Pastor or Administrator  
242 North State Street  
Painesville, Ohio 44077

Fax: (440) 354-6200

Lessee:

Accel Schools Ohio LLC  
Attn: Legal  
1750 Tysons Blvd, #1300  
McLean, Virginia 22102

With a copy to:

Diocese of Cleveland Legal Office  
1404 East Ninth St. – Suite 701  
Cleveland, OH 44114

Fax: 216-781-7732

27. **SIGNS**. Lessee may erect such signs upon the Premises as may be in compliance with appropriate local government regulations respecting such and as may be approved by the Lessor in advance, in writing, of which such approval will not be unreasonably withheld.

28. **EMINENT DOMAIN**. If all or any part of the Premises shall be taken or appropriated for public or quasi-public use by the right of eminent domain, either party hereto shall have the right at its option, exercisable within thirty (30) days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before Lessee may terminate this Lease by reason of taking or appropriation as provided herein above, such taking or appropriation shall be of such an extent and nature as to substantially impair Lessee's use of the Premises.

If any part of the building other than the premises shall be so taken and appropriated, Lessor shall have the right at its option to terminate this Lease. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to the Lessee for the taking of personal property belonging to Lessee. No temporary taking of the premises, and/or of Lessee's rights therein or under this Lease shall terminate this Lease or give Lessee any right to any abatement of rent or other obligation thereunder.

29. **RELATIONSHIP OF THE PARTIES**. Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the parties hereto, or any relationship other than that of Lessor and Lessee.

30. **LESSOR'S REPRESENTATIVE.** The Pastor, Administrator, or Presbyteral Moderator of the Parish shall serve as Lessor's representative for the purposes of this Lease, except that no modification, amendment, renewal, or any other change to this Lease shall be effective unless such is signed by the Bishop of the Catholic Diocese of Cleveland or his successor.

31. **CORPORATE LESSEE.** The person executing this Lease on behalf of Lessee hereby warrants that the Lessee is duly organized or qualified under the laws of, and is qualified to do business in, the State of Ohio and that each person executing this Lease on behalf of Lessee is authorized to sign and execute this Lease. It is agreed that evidence of such authority will be provided to Lessor upon request.

32. **ENTIRE UNDERSTANDING; MODIFICATION.** This Lease sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing signed by both parties.

33. **EXHIBITS AND ATTACHMENTS.** Any and all exhibits, amendments, addenda, or attachments, if any, attached to this Lease are fully incorporated herein and made a part hereof by this reference.

34. **CAPTIONS.** The captions used as headings for the various sections of this Lease are used as a matter of convenience for reference purposes only.

35. **SUBORDINATION.** This Lease shall automatically be subordinate at all times to the lien of any mortgage now or hereafter placed upon the Premises. Lessee shall execute and deliver within 10 days after Lessor's request for same, such instruments as may be desired by Lessor or by any mortgagee subordinating this Lease to the lien of any present or future mortgage.

36. **ESTOPPEL CERTIFICATE.** Lessee shall, within 10 days after receipt of Lessor's request therefore, execute and deliver to any proposed purchaser or mortgagee of the Premises, a certificate stating: whether this Lease is in full force and effect; whether this Lease has been modified or amended and, if so, identifying and describing any such modifications or amendments; the date to which the Rent has been paid; whether Lessee knows of any default on the part of the Lessor or has any claim against Lessor and, if so, specifying the nature of such default or claim; and such other matters as may reasonably be requested by the recipient thereof.

37. **ATTORNNMENT.** In the event of any foreclosure of any mortgage on the Premises, Lessee shall attorn to the purchaser at the foreclosure sale. Lessee shall execute and deliver, within 10 days after written request by Lessor, an instrument providing for such attornment that includes such terms and conditions as may be reasonably requested by Lessor or any mortgagee of the Premises.

38. **OHIO LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

39. **LESSOR'S RIGHT OF USE AND ACCESS.** Lessor shall have full access to all classrooms in the school building at 5:00 p.m. on Monday and Tuesday throughout the Term and renewal term for Parish School Religion Classes and at 7:00 p.m. all other weekdays throughout the Term and renewal term for parish activities. Therefore, Lessee shall vacate all classrooms no later than 5:00 p.m. on Monday and Tuesday and 7:00 p.m. on all other weekdays throughout the Term and renewal term.

In addition, notwithstanding anything to the contrary contained herein, Lessor shall have the right and license to use, and may grant to other parties the right and license to use, any portion of the Premises for business, educational, social or recreational functions, receptions and other activities or events. Lessor shall coordinate any use of the Premises with the designated representative of the Lessee. Any other events or activities of Lessor occurring before 7:00 a.m. and after 5:00 p.m. on Mondays and Tuesdays or 7:00 p.m. any other weekdays and anytime on weekends (i.e. "after-hours") shall have priority over any event or activities of Lessee; provided, however, that if Lessee has scheduled an event or activity for a specific time or date, that event or activity shall have priority over any after-hours activity of Lessor arising after Lessee's event or activity or use has been scheduled. However, Lessee shall not at any time during the Term or renewal term interfere with Lessor's ability to hold Parish School Religion Classes. Lessor shall not be obligated to pay any amount to Lessee for any use of the Premises for its events, activities, or use; provided, however, that Lessor shall reasonably cleanup those areas used by Lessor. Lessor's use of the Premises is unrelated to the policies, operation, or uses of Lessee, and Lessor's use of the Premises shall be as owner of the Premises and not as the agent, licensee, guest, or program of Lessee.

40. **LIMITATION ON LIABILITY.** Notwithstanding the fact that the Bishop of the Catholic Diocese of Cleveland owns the Premises, the Parish is the beneficial owner of the Premises and has full use and control of the Premises. Consequently, Lessee agrees and acknowledges that the Parish is solely responsible for fulfilling Lessor's obligations hereunder. Lessee waives and releases the Catholic Diocese of Cleveland from any and all claims, injuries, damages, fines, liens, judgments, penalties, liabilities, causes of action, losses, costs or expenses, including, without limitation, any and all sums paid for attorneys' and professional fees and litigation costs, that Lessee may have against the Catholic Diocese of Cleveland as a result of any failure of the Parish to fulfill the obligations and agreements of the Lessor. In addition, if Lessee obtains a judgment for any claim under this Lease, such judgment shall be satisfied solely out of the Premises and the assets of the Parish, and Lessee shall have no right or claim against any assets of the Catholic Diocese of Cleveland or the Bishop of the Catholic Diocese of Cleveland.

41. **COUNTERPART SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document. This Lease may be transmitted between the parties hereto by facsimile or in ".pdf" format via email, and the parties hereto intend that "fax" or emailed signatures shall constitute original signatures and any "faxed" or emailed Lease containing the signature (original or "faxed" or emailed) of a party hereto shall be binding upon such party.

42. **BROKER COMMISSION**. Neither Lessor nor Lessee has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Lessor and Lessee hereby each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party. The provisions of this Section 42 shall survive the expiration or earlier termination of this Lease.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below.

**LESSOR**

By: + Edward C. Malesic

Print: Most Rev. Edward C. Malesic

Title: Bishop of the Catholic Diocese of  
Cleveland as Trustee for  
Parish (St. Mary Parish)

Date: 24 June 2024

**LESSEE**

By: Ronald J. Packard

Print: Ronald J. Packard

Title: Chief Executive Officer of Accel  
Schools Ohio LLC

Date: June 24, 2024

Requested and Accepted:

By: R. Stephen Vellenga

Print: Rev. R. Stephen Vellenga

Title: Pastor, St. Mary Parish

Date: JUNE 25, 2024



STATE OF OHIO )  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Most Rev. Edward C. Malesic, Bishop of the Catholic Diocese of Cleveland who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his capacity as Trustee for St. Mary Parish.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 26 day of June, 2024.



DONALD P OLEKSIK  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES  
OCTOBER 3, 2027

Donald P. Oleksiak

NOTARY PUBLIC

STATE OF VIRGINIA )  
COUNTY OF FAIRFAX )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Ronald J. Packard, Chief Executive Officer of Accel Schools Ohio LLC, who acknowledged that he did sign the foregoing instrument and that the same is his/her free act and deed and of said corporation or entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at McLean, Virginia this 24<sup>th</sup> day of June, 2024.



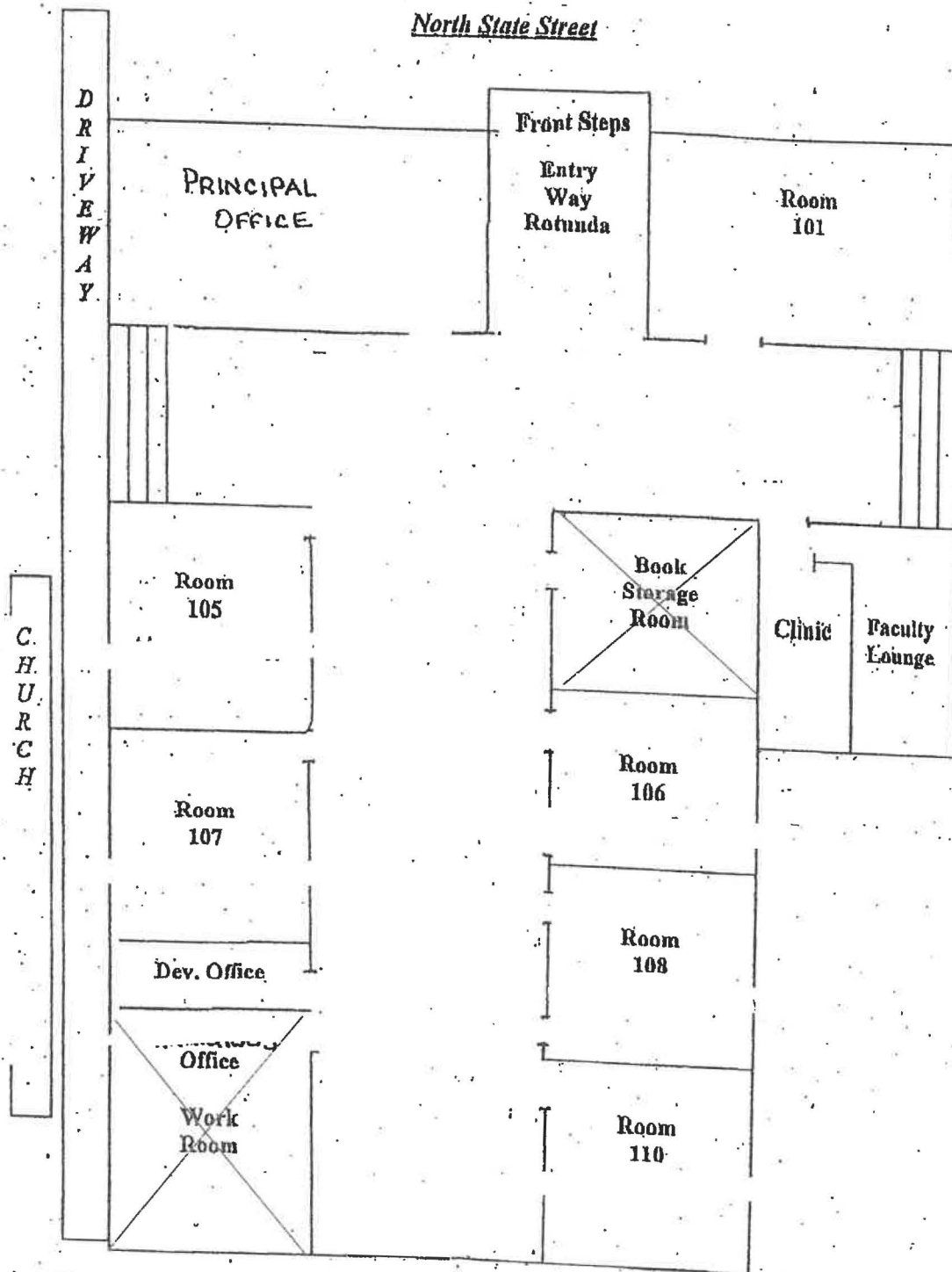
Edward B. Dix

NOTARY PUBLIC

# St. Mary School

## EXHIBIT A

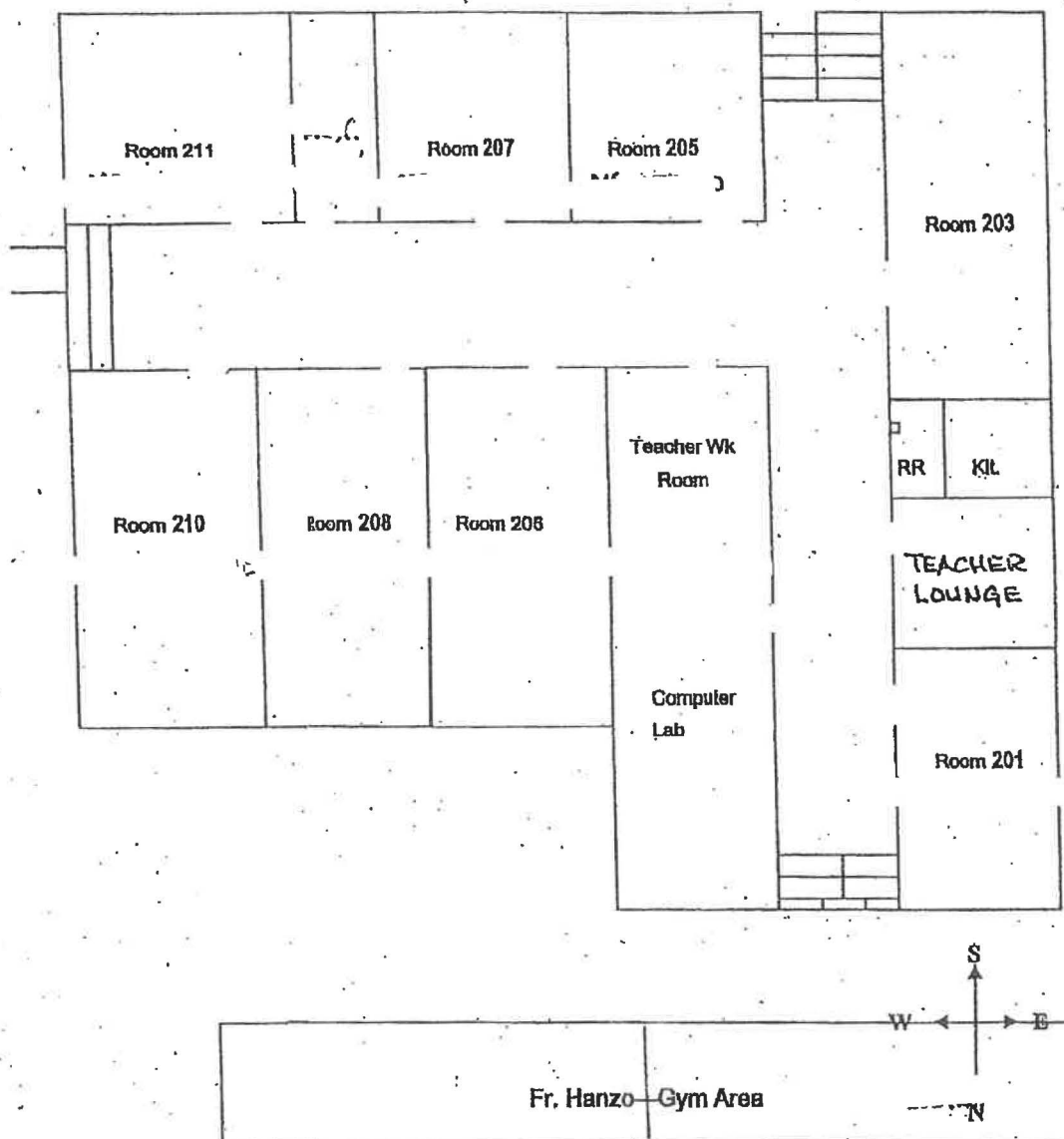
### First Floor



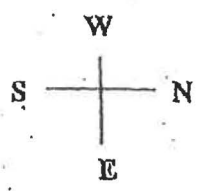
# St. Mary School

## Second Floor

*Drive way*



## Basement Floor



## EXHIBIT B

### MAINTENANCE SERVICE REQUEST

Date: \_\_\_\_\_ Room#/Area: \_\_\_\_\_

Description of Request: \_\_\_\_\_

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Lessee's Authorized Representative Signature: \_\_\_\_\_

#### PARISH OFFICE USE ONLY – BELOW LINE

Request Received Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Lessee's Authorized Representative Signature: \_\_\_\_\_

## **ATTACHMENT 6.3 EDUCATIONAL PLAN**

1. Educational Plan
  - a. Mission and philosophy
  - b. Characteristics of the students the School expects to attract
  - c. Ages and grades of students
  - d. Description of curriculum
  - e. Instructional delivery methods used
  - f. Description of how curriculum aligns with Ohio Content Standards
2. Description of all classroom-based and non-classroom-based learning opportunities
  - a. Classroom-based
  - b. Non-classroom-based, including, when applicable, Credit Flex, College Credit Plus, field trips with academic enhancement component, tutoring, learning on contingency days or while a student is suspended/expelled, internet or independent study
3. If applicable, description of blended learning, preschool, internet- or computer-based, or approved 22+ Adult High School Diploma program requirements

If the School operates as an internet- or computer-based community school, the description must include, at a minimum:

- a. A description of the filtering device or computer software used to protect students from access to materials that are obscene or harmful
- b. A plan indicating the number of times a teacher will visit each student throughout the school year and the manner in which those visits will be conducted
- c. The address of the central base of operation

**The Governing Authority DOES/DOES NOT intend to seek designation for the School as a STEM school under R.C. 3326.032.**

**NOTE:** Learning opportunities are classroom-based or non-classroom-based supervised instructional and educational activities that are defined in the School's contract and are:

- d. Provided by or supervised by a licensed teacher;
- e. Goal-oriented; and
- f. Certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. (OAC 3301-102-02)

If the School has registered a Blended Learning Plan, the description must include, at a minimum:

- a. An indication of what blended learning model or models will be used
- b. A description of how student instructional needs will be determined and documented
- c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level
- d. The school's attendance requirements, including how the school document participation in learning opportunities
- e. A statement describing how student progress will be monitored
- f. A statement describing how private student data will be protected
- g. A description of the professional development activities that will be offered to teachers

If the School has a Preschool, the description of the must include, at a minimum:

- a. Characteristics of the students the School expects to attract
- b. Ages of students eligible for preschool admission
- c. Description of preschool curriculum
- d. Description of how program complies with R.C. 3301.50 to 3301.59 and the minimum standards for preschool programs prescribed in the Ohio Administrative Code.

## Lake Erie Bilingual Academy

### EDUCATION PLAN 6.3

#### ***a. Mission and Philosophy***

**The mission** of the school is to allow students to become productive global citizens of the world by providing them with a world-class, high-quality education.

**Our vision** is to develop students who are curious and creative learners who succeed through a rigorous academic program and high academic goals. We will ensure that they become critical thinkers who possess technological competence through the daily use of technology embedded in the curriculum. Our students embrace diversity, learn to act responsibly and contribute to our community through service and good stewardship of our resources through community partnerships. Our educators will ensure that all students can meet or exceed rigorous academic standards. They will be compassionate and empathetic but not enablers or have low expectations. Teachers, staff, and administrators will all work together to form a rich professional learning community. Through the examination of our instructional practices and data, we will adjust our teaching and operational systems to continuously improve. We will provide careful instruction to ensure all students' academic needs are met. Our Families and Community are integral to the success of our students and schools, and they will be treated as active, engaged, and welcomed partners.

**Philosophy:** In embracing a new vision of challenging learning activities, our curriculum for all students emphasizes the integration of higher-order thinking skills, authentic tasks, and mixed-ability groupings. The curriculum stresses composition, comprehension, and application of skills. Rather than treating basic skills as an obstacle that must be surmounted before exposing students to more complex and meaningful learning activities, we give at-risk students opportunities to learn and practice basic skills in the context of working on authentic tasks. At-risk students work more in heterogeneous groupings as part of collaborative classrooms and less in ability groupings or pull-out classes for compensatory instruction. They are judged on their ability to perform a complex task and to reflect on and describe the thinking that went into it rather than on their facility with multiple-choice tests.

#### ***b. Characteristics of the students the School expects to attract.***

The families of the Painesville area need a school where students can embrace their Hispanic heritage. Painesville has 25% of their families who identify as Hispanic or Latino. This exceeds the percentage in major cities across the state of Ohio. Lake Erie Bilingual Academy would like to replicate the model at Columbus Bilingual Academy North - 011468 (CBAN). This model is optimal because it has been very successful.

We offer an enriched learning environment and a comprehensive system of support to address the needs of the whole child. Below are core, compelling beliefs that provide the basis for the vision statement of the school's program:

- Everyone deserves a chance at receiving appropriate individualized education and being successful in life;
- Everyone deserves a chance to become all (s)he can be;



- No single educational approach or philosophy is right for everyone;
- Everyone learns at different rates, and students should have educational choices that provide for their individual needs and learning pace;
- Schools need to teach students rigorous 21st-century skills.
- The Academy will implement a school model that emphasizes building a foundation for post-secondary education while providing a supportive environment for students, families, and staff. In addition, the Academy will ensure the following essential principles:
- SAFE and Caring Environment: We care about the well-being and development of each child. We are interested in each child's future. A secure and orderly learning environment is our top priority.
- Education Technology: We see technology as a tool to support excellent teachers. Our students and staff will have access to technology that will enable
- Professional Development: Our teachers are engaged, highly qualified, and supported by teams of mentors and specialists. Teachers receive regular professional development and performance reviews.
- Curriculum and Teaching Best Practices: Innovate, validate, replicate. Proven methods are taken from high-performing programs and applied to other schools across our network.
- Operational Efficiency: Efficient school operations mean more resources for students. Our schools achieve a level of administrative diligence that matches our academic rigor. Best practices and transparency are a part of everything we do.
- Community Integration: We intentionally serve a broad range of communities, and we believe that community involvement is vital to the success of our schools. We work to identify unique circumstances facing the community and include community leaders in our planning and operations.

### ***c. Ages and grades of students***

Lake Erie Bilingual Academy will serve students in grades EK to 8<sup>th</sup> grade (ages 5-14)

### ***d. Description of curriculum***

Research on classrooms using constructivist teaching and learning models indicates that technology can enhance student engagement and productivity. More specifically, technology increases the complexity of the tasks that students can perform successfully, raises student motivation, and leads to changes in classroom roles and organization. These role changes, with students moving toward more self-reliance and peer coaching, and teachers functioning more as facilitators than lecturers, support educational reform goals for all students.

The Academy will serve students in grades K-8 whose families desire school choice. We provide a safe, secure, and positive individualized learning environment for children as an alternative to traditional public schools that have been ineffective in meeting certain family and student learning needs, or cost-prohibitive private schools. The school serves students who have either been displaced or underserved by traditional public schools. Since our students often arrive more than one full grade level behind, our instruction is focused on mastery of standards not time in the seat.

All students have different needs, learn at various rates, and have different learning styles. No one educational program is appropriate for all students. Therefore, students will have a broad experience of activities that engage them in media-rich content, direct instruction, project-based learning, and interest-driven and talent-driven opportunities with a healthy mind and body emphasis. Students will learn from their teachers, peers, and community partners. This broad-based approach to learning will be an exciting and valuable experience in creating lifelong 21st-century learners.

Lake Erie Bilingual Academy will develop students who are curious and creative learners who succeed through a rigorous academic program and high academic goals. We will ensure that they become critical thinkers who possess technological competence through the daily use of technology. Our students will embrace diversity, learn to act responsibly and contribute to our community through service and good stewardship of our resources through community partnerships. Our educators will ensure that all students can meet or exceed rigorous academic standards. They will be compassionate and empathetic but not enablers or have low expectations. Teachers, staff, and administrators will all work together to form a rich professional learning community. Through the examination of our instructional practices and data, we will adjust our teaching and operational systems to continuously improve. We will provide individual learning plans to ensure students' academic needs are met. Our Families and Community are integral to the success of our students and schools, and they will be treated as active, engaged, and welcomed partners.

We offer an enriched learning environment and a comprehensive system of support to address the needs of the whole child. Below are core, compelling beliefs that provide the basis for the vision statement of the school's program:

- Everyone deserves a chance at receiving appropriate individualized education and being successful in life;
- Everyone deserves a chance to become all (s)he can be;
- No single educational approach or philosophy is right for everyone;
- Everyone learns at different rates, and students should have educational choices that provide for their individual needs and learning pace;
- Schools need to teach students rigorous 21st-century skills.
- The Academy will implement a school model that emphasizes building a foundation for post-secondary education while providing a supportive environment for students, families, and staff. In addition, the Academy will ensure the following essential principles:
- SAFE and Caring Environment: We care about the well-being and development of each child. We are interested in each child's future. A secure and orderly learning environment is our top priority.
- Education Technology: We see technology as a tool to support excellent teachers. Our students and staff will have access to technology that will enable
- Professional Development: Our teachers are engaged, highly qualified, and supported by a team of mentors and specialists. Teachers receive regular professional development and performance reviews.

- Curriculum and Teaching Best Practices: Innovate, validate, replicate. We take proven methods from high-performing programs and apply them to other schools across our network.
- Operational Efficiency: Efficient school operations mean more resources for students. Our schools achieve a level of administrative diligence that matches our academic rigor. Best practices and transparency are a part of everything we do.
- Community Integration: We intentionally serve a broad range of communities, and we believe that community involvement is vital to the success of our schools. We work to identify the unique circumstances facing your area and include community leaders in our planning and operations.

The school is built on a strong foundation of high expectations for academic achievement for all students. A standards-based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the school. Teachers will receive ongoing professional development in unpacking learning standards so that students develop the skills necessary to successfully advance from one grade level to the next. The curriculum is built on the Ohio Learning Standards (OLS) for English Language Arts, mathematics, science, social studies, visual arts, and physical education.

English Language Arts Model Curriculum Standards:

<http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards/ELA-Learning-Standards-2017.pdf.aspx>

Mathematics Standards: <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Ohio-s-Learning-Standards-in-Mathematics/MATH-Standards-2017.pdf.aspx?lang=en-US>

Ohio's Science Learning Standards: <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Science/Ohios-Learning-Standards-and-MC/SciFinalStandardsMC060719.pdf.aspx?lang=en-US>

Ohio's Socials Studies Learning Standards: <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Social-Studies/Ohio-s-Learning-Standards-for-Social-Studies/SSFfinalStandards01019.pdf.aspx?lang=en-US>

Ohio's Music Learning Standards: <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Standards/Ohio-Music-Standards-2012.pdf.aspx?lang=en-US>

Ohio's Visual Arts Standards: <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Standards/Ohio-Visual-Art-Standards-2012.pdf.aspx?lang=en-US>

The Ohio Association of Health, Physical Education, Recreation, and Dance (OHPERD):

<http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Physical-Education/Updated-Physical-Education-Standards-Evaluations-2/Updated-Physical-Education-Standards.pdf.aspx>

The Ohio Technology Learning Standards <http://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Technology/Ohios-Learning-Standards-for-Technology/The-2017-Ohio-Learning-Standards-in-Technology.pdf.aspx?lang=en-US>

Social Emotional Learning Standards <http://education.ohio.gov/Topics/Learning-in-Ohio/Social-and-Emotional-Learning>

***e. Instructional delivery methods used***

**Instructional Strategies:**

*Differentiated Instruction:* A growing body of research shows positive results for the full implementation of differentiated instruction in mixed-ability classrooms (Rock, Gregg, Ellis, & Gable, 2008). In one three-year study, Canadian scholars researched the application and effects of differentiated instruction in K–12 classrooms in Alberta. They found that differentiated instruction consistently yielded positive results across a broad range of targeted groups. Compared with the general student population, students with mild or severe learning disabilities received more benefits from differentiated and intensive support, especially when the differentiation was delivered in small groups or with targeted instruction (McQuarrie, McRae, & Stack-Cutler, 2008).

For additional information: <http://www.ascd.org/publications/educational-leadership/feb10/vol67/num05/Differentiated-Learning.aspx>

*Reciprocal Teaching:* First developed by Annmarie Palinscar and Ann Brown (1984), reciprocal teaching is an instructional procedure for teaching students to use multiple comprehension strategies flexibly and interactively to improve the learning of content. Teachers first model the strategies and then invite students to apply the strategies themselves. Teachers gradually fade their levels of instructional support as students assume control of the strategies. Duffy (2002), Duke & Pearson (2002), and Williams (2002) describe how the strategies are implemented.

- Summarize — The teacher asks the students to summarize the key elements of the story or text. Multiple students participate in this process requiring the students to recall and reorganize the text.
- Question generation — Students generate questions they have after reading the text.
- Clarifying — This process assists students with a history of comprehension difficulties by having them focus their attention on the text. Clarification can range from word definitions to understanding complex terminology or processes.
- Predicting — They determine what is going to happen next on a literal or inferential level or what will be the viewpoint of the author in the next section. They activate background knowledge during this process and assist in making connections.

For additional information: <https://extension.ucdavis.edu/sites/default/files/Reciprocal%20Teaching.pdf>  
<http://www.readingrockets.org/article/reciprocal-teaching-primary-grades-we-can-do-it-too>

Extensive use of technology both integrated throughout the curriculum and used to facilitate learning and monitor individual progress: Data-driven instructional groups are used daily to inform instruction using small group “workshop” opportunities to differentiate learning.

To gain a deeper understanding of students’ learning needs, teachers need to collect data from multiple sources, such as annual state assessments, interim school assessments, classroom performance data, and other relevant data. A schoolwide data system allows teachers to aggregate data by classroom,

content areas, or assignment type to identify patterns. Interpreting data allows teachers to identify the strengths and weaknesses of an entire class as well as individual students. As they examine the data, teachers can develop hypotheses about factors that affect students' learning and ways to improve instruction to help all students achieve. Teachers need to slow down and ask why during this phase of the cycle of instructional improvement.

**English Language Learners:** Title I and III funds will be used to provide supplemental instruction to English Learners. The model has the flexibility to be assigned based on student needs. For example, the school will increase the English proficiency of English Language Learners (ELLs) by providing high-quality language instructional programs that are scientifically based and demonstrate the effectiveness of English proficiency and achievement in academic content areas. Students identified as ELLs will partake in a comprehensive English as a Second Language Program, which provides instruction in English across all subject areas. This program considers the student's level of English proficiency and builds on the language skills and academic subject knowledge the student has acquired in his or her native language.

ELLs that demonstrate English Language proficiency of 1, 2, or 3 on their annual assessment in one or more of the four domains (listening, speaking, reading, and writing) will receive intensive research/evidence-based instruction, in addition to the common academic content. Individualized Learning Plans are utilized to identify additional supports, together with the state-approved accommodations they need to achieve academic and language growth and success. Assistive technology can be fluidly implemented to ensure access to grade-level courses. Such assistive technology may include but is not limited to new vocabulary words introduced before each lesson and highlighted throughout the lesson, screening readers to read/highlight/define online print material, word prediction software, and audio text.

Additionally, students receiving ELL support will partake in quarterly progress monitoring using the LAS Links benchmark assessment. Benchmark assessments assist teachers in monitoring ELL students' progress toward state standards and allow them to adjust curriculum and interventions to target learning and ensure academic growth.

**Lowest 20%:** Title I funds are used to target the lowest 20% by providing supplemental instruction in an individual and small group setting. The Intervention Assessment Team (IAT) will utilize specific, research-based interventions implemented in the classroom and/or building, set goals and timelines for the intervention, and schedule a follow-up meeting date. These intervention plans are developed by all instructional staff involved including Intervention Specialists, Teachers, Administrators, Title I staff, other support staff, and the parents. These interventions will be monitored and evaluated for effectiveness during an agreed-upon time frame and frequency, which will depend on the individual student and the interventions being made. During this time, the IAT will implement, and progress monitor the chosen interventions.

**Third Grade Guarantee:** Students in grades K-3 found "Not on Track" on any diagnostic assessment (KRA, TGRG) will be placed on a RIMP within 60 days. The school notifies and involves the student's parent or guardian and the classroom teaching in the development of the plan. The plan includes:

- Identification of the student's specific reading deficiency,

- A description of proposed supplemental instruction services that will target the student's identified reading deficiencies, as appropriate for grade level (phonemic awareness, phonics, comprehension, fluency, vocabulary),

Implementing Data-Informed Decision Making in Schools—Teacher Access, Supports and Use (2009)  
<http://files.eric.ed.gov/fulltext/ED504191.pdf>

[http://www.naesp.org/sites/default/files/Student%20Achievement\\_blue.pdf](http://www.naesp.org/sites/default/files/Student%20Achievement_blue.pdf)

Research-Based Curriculum Resources include:

The Academy will determine the final curriculum resources prior to opening. Materials will be a mixture of English and Spanish texts when possible.

**English Language Development:** HMH Journeys will be used to provide core reading instruction to students. Journeys delivers effective vocabulary instruction, reading comprehension instruction, and differentiation to meet the needs of all learners. When we add additional grade levels, middle school students in grades 6–8 will receive instruction in English Language Arts using the Houghton Mifflin Harcourt, Collections Series.

Tier II intervention may include materials such as Foundations, Heggerty's Phonemic Awareness, iRead, and Jan Richardson's Next Step Forward in Guided Reading & Assessment Guide. Lucy Calkin's Writing Units of Study will be used to support writing.

**Mathematics:** Houghton Mifflin Harcourt Go Math will be used to teach the Ohio Learning Standards for Mathematics. Go Math provides a standards-based approach integrated with creative instruction and digital learning to provide a robust approach to mathematics instruction. Go Math is aligned to the Ohio Learning Standards for Mathematics and provides teachers with the alignments to the Ohio Learning Standards for Mathematics. The program provides balanced instruction on mathematical content and practices that focus on application, critical thinking, and multiple representations.

**Science:** Houghton Mifflin Harcourt Science Fusion is aligned with the Ohio Learning Standards. The program is inquiry-based and designed in a manner to engage the interest of students. Science Fusion challenges students to think about real-life applications with STEM skills emphasized throughout the series. Lab activities are built into inquiry lessons that incorporate directed inquiry, guided inquiry, and independent inquiry. In addition to a comprehensive digital curriculum, each student has a write-in edition that incorporates vocabulary work, math and writing, and a reading component. Leveled readers provide rich opportunities for students to further develop informational reading standards aligned to Ohio Learning Science standards.

**Social Studies:** Houghton Mifflin Harcourt Social Studies provides opportunities for students to learn content aligned with the national standards. Students learn about people, places, and events that help them make connections to the world in which they live. Units are organized around big ideas, and essential questions set the purpose for reading and focus on specific reading skills. These reading skills are explicitly addressed and assessed. Ohio-specific resources are provided by the Ohio Learning Standards for Social Studies. Students are presented with biographies, points of view, primary sources, citizenship skills, and critical thinking skills to analyze, apply knowledge, make thoughtful decisions, pose

questions, and apply events in history. Online programs include assessments, video selections, and interactive presentations to support student learning.

All classrooms will be equipped with the necessary supplies and equipment to meet the needs of our students. Upon opening each classroom will be equipped with the core curriculum, access to school-wide assessments, whiteboards, and Chromebooks. We will work with FIT technology or a similar company to ensure each classroom has access to the Internet and whiteboards will be added to each classroom as funds are available. All specialists will have the supplies and materials needed to provide standards-based instruction. Lake Erie Bilingual Academy will also use programs such as IXL, and iReady.

The school will implement a research-based Response to Intervention (RTI) framework and will establish a school-based RTI team to ensure that students needing Tier 2 and Tier 3 services receive the research-based interventions that will allow them to accelerate their learning. The Head of School will lead the RTI framework and serve as the leader for RTI. Starting with the RTI process in the general classroom, the school's 3-tiered system utilizes multiple measures including, but not limited to, teacher observation, results from Ohio's State Tests (OCBA, KRA, OPELPA), normative testing (iReady), report cards/progress reports, classroom assessments, incident reports, behavior logs, suspension records, and anecdotal records. The results of these assessments are used to identify students who are "at risk" and demonstrate a struggle in performing proficiently with grade-level material and skills. For those students who are identified as "at risk" in the general education population, the students may be referred to the Intervention Assistance Team (IAT) to engage in the RTI process.

#### **Curriculum Material Evaluation:**

The instructional resources for the core curriculum were chosen by the committee. The committee was responsible for reviewing vendors and materials. The resources were chosen based on the National Common Criteria for Quality Instructional Materials which included a discussion on 1. Content, 2. Equity and Accessibility, 3. Assessment, 4. Organization and Presentation, and 5. Instructional Design & Support. In addition, we also included our history with other vendors and results with similar demographics. Once narrowed down, the final candidates were put before the Board of Directors for approval.

- Opportunities for the student's instructional services in reading deficiency area,
- A small-group reading curriculum during regular school hours that assists students to read at grade level and provides for reliable tests and ongoing analysis of each student's reading progress, and

**Gifted Students:** The school model is better able to serve gifted students because personalized learning enables self-pacing and hundreds more digital electives than most schools, including technology courses and ten world languages. Strong and gifted students can progress through the curriculum faster and will be more challenged than in a traditional environment. Lake Erie Bilingual Academy will work with Board Counsel to establish policies and procedures for the identification of gifted students.

**Homeless:** Lake Erie Bilingual Academy will ensure there are no barriers to enrollment at our school. We will comply with all regulations in the McKinney-Vento Act. Title I and general funds will be used to provide transportation, uniforms, supplies, and tutoring as well as any other reasonable support.

#### ***f. Description of how curriculum aligns with Ohio Content Standards***

The Head of School and Director of Academics will work with the teachers to develop the curriculum maps and pacing guides for Lake Erie Bilingual Academy. The resources from Houghton Mifflin Harcourt (HMH) for Reading, Mathematics, Social Studies, and Sciences provide a starting point for the development of both documents. To ensure there are no additional gaps, our team will work together to create curriculum maps for every core subject and grade level. The pacing guides will be developed to provide a timeline for moving through the curriculum. The driving force in the curriculum mapping process was the review of the ODE Model Curriculum. We will continue to review the curriculum to ensure the OLS are accurately met.

A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of ALL learners. A curriculum map documents the relationship between every component of the curriculum and allows teachers to check for gaps and redundancies. It is a process for collecting and recording curriculum-related data that identifies core skills and content taught, processes employed, and assessments used for each subject area and grade level. All School Curriculum Maps and Pacing Guides will be continuously updated.

Curriculum maps in ELA and Mathematics will be created using the model curriculum and maps from HMH Journeys and HMH Go Math. Curriculum maps in Mathematics were research-based and created by HMH Go Math. We will follow the curriculum maps and pacing for this content. We will conduct a gap analysis to ensure the curriculum maps are accurate and fill any gaps with supplemental materials.

Curriculum maps in Science and Social Studies will be developed using:

- ODE Model Curriculum and Ohio Learning Standards
- A publisher's planning/pacing guide, which may include suggestions for pacing instruction.
- Assessment schedules
- Teacher expertise in grade level and content

The major difference between curriculum maps and pacing guides is that curriculum maps are what will be taught during the current school year while pacing guides are when and for how long content will be taught.

Pacing guides are timelines that show what each teacher covers over the course of a year. Each subject area follows a logical sequence within and between grade levels. The pacing guides will sequence the Ohio Learning Standards logically and progressively. The pacing guides will outline what is to be taught when it is to be taught, and for how long it is to be taught. The pacing guides will outline the scope – the set of topics that will be studied. The scope is the breadth and depth of the course content. We will have the following goals for our pacing guides:

To guide teachers to understand what, when, and for how long they are going to teach the standards. We will encourage different teaching styles but want to ensure the standards, assessments, and basic content are taught in a way that will allow Lake Erie Bilingual Academy will develop students who are curious and creative learners who succeed through a rigorous academic program and high academic goals. We will ensure that they become critical thinkers who possess technological competence through the daily use of technology. Our students will embrace diversity, learn to act responsibly, and contribute



to our community through service and good stewardship of our resources as well as through community partnerships. Our educators will ensure that all students can meet or exceed rigorous academic standards. They will be compassionate and empathetic but not enablers or have low expectations. Teachers, staff, and administrators will all work together to form a rich professional learning community. Through the examination of our instructional practices and data, we will adjust our teaching and operational systems to continuously improve. We will provide individual learning plans to ensure students' academic needs are met. Our Families and Community are integral to the success of our students and schools, and they will be treated as active, engaged, and welcomed partners.

## ***2. Description of all classroom-based and non-classroom-based learning opportunities***

### ***a. Classroom-based***

All classrooms will be equipped with the supplies and equipment to meet the needs of our students. Upon opening each classroom will be equipped with curriculum materials (1:1 ratio), access to schoolwide assessments, White Boards (1 per classroom by year 2), and Chromebooks (1:1 ratio by year 3). We will work with FIT technology to ensure each classroom has access to the internet and Whiteboards will be added to each classroom as funds are available. All specialists will have the supplies and materials needed to provide standards-based instruction. The Academy will subscribe to the AMP online platform that includes iReady (diagnostic and data-driven instruction), Mastery Connect (short cycle assessments) as well as several intervention programs including ILX, BrainPOP, Raz-Kids and supplemental programs like Kahoot!, Khan Academy, typing.com, Newsela, and Sora OverDrive. The necessary supplies and equipment will include math manipulatives, leveled readers, textbooks, and other supplemental materials.

### ***b. Non-classroom-based, including, when applicable, Credit Flex, College Credit Plus, field trips with academic enhancement component, tutoring, learning on contingency days or while a student is suspended/expelled, internet or independent study***

Extracurricular activities will be determined based on the interests of the students and the expertise of the staff. Once the school is established, students and families will be surveyed about their interests.

To address learning on contingency days, during suspension/expulsion, or independent study, students will utilize the AMP platform. ACCEL Schools' learning ecosystem, the ACCEL Management Platform (AMP) for Education, integrates the best available courses inside the powerful Learning Management System (LMS) and integrated Student Information System (SIS). This system was the primary reason why ACCEL Schools were able to outpace district schools during the pandemic. Students were not shortchanged and received a rigorous education from their homes. Post-pandemic, schools are using this technology to differentiate instruction, assess students, and address learning gaps. The innovative advantages of AMP are outlined below:

- Single sign-on experience includes supplemental curriculum and web-based resources.
- Asynchronous lessons support student-centered learning.
- Real-time progress monitoring provides instantaneous access to standards-aligned and performance-based data on each student so teachers can target students in need and individualize support with small groups or one-on-one instructional support.

- Teachers can customize homepages, modules, individualized assignments, and learning pathways.

## **ATTACHMENT 6.12**

### **ADMISSIONS POLICY**

1. Admissions and enrollment policy and procedures, including:
  - a. Specification that the school will not discriminate in its admission of students on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability, or measurement of achievement or aptitude (unless at-risk limitations apply)
  - b. Specification that the School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3314.64 or 3313.65, except that the School may limit to:
    - i. Students who have obtained a specific grade level or are within a specific age group,
    - ii. Students who meet the definition of “at risk,” or
    - iii. Residents of a specific geographic area
  - c. Wait list and lottery procedures
2. Enrollment and attendance policy, which must require that parents notify the community school in which their child is enrolled when there is a change in the parent’s or student’s primary residence
3. Student residency and address verification policy, which must requires schools to verify the address of enrolling students and annually verify the residency of attending students, and must specify the number and type of documents to be used for residency verification
4. Open Enrollment Policy, if applicable
5. At-Risk Definitions, including gifted, if applicable

**NOTE:** Any change in the admissions or enrollment policies must be reported in writing to the Sponsor within five (5) business days.

## **Admission, Enrollment, & Residency Policy**

Admission to the School is open to any student grades kindergarten through fifth who resides in any district in the State of Ohio and who is entitled to attend school per ORC Section 3313.64 or 3313.65.

### **No Discrimination:**

The School does not discriminate in admissions based on race, religion, creed, color, disability, gender, national origin, economic status or sexual orientation.

Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

The School will not limit enrollment on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.

Should the racial composition of the School's enrollment violate a Federal desegregation order, the School shall take corrective measures to comply with desegregation.

### **Capacity & Lottery:**

The School will not exceed the capacity of the School's programs, classes, grade levels, or facilities. When the number of applicants for admission exceeds the School's capacity, admissions will be determined by a lottery of applicants. Preference shall be given to students attending the school the previous year, to students who reside in the district in which the school is located, and to siblings of students attending the school the previous year.

### **Enrollment:**

To enroll, parents/guardians must submit the following to the School:

- Completed registration form
- Student's birth certificate
- Photo identification of parent/guardian enrolling the student
- Student's current immunization record
- Custody paperwork, if applicable
- **Proof of Residency/Address Verification** - one (1) of the following in the parent/guardian/student name, showing the complete address, and date:
  - A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
  - A utility bill or receipt of utility installation issued within ninety days of enrollment;
  - A paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
  - 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;

- Notifications from Social Security and/or Job and Family Services dated within thirty days.
- Notarized affirmation from parent(s) of current resident address.
- When a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 11434a, or when a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F)(13) of section 3313.64 of the Revised Code and the McKinney-Vento Homeless Assistance Act," 42 U.S.C. 11431 et seq

**Annual Verification/ Monthly Review/Update Information:**

Upon the enrollment of each student and on an annual basis, the School shall verify to the Ohio Department of Education and Workforce the school district in which the student is entitled to attend school under section 3313.64 or 3313.65 of the Ohio Revised Code.

Parents/guardians/students 18 years of age and older are required to provide the School with one of the above-specified documents as Proof of Residency/Address Verification annually, at any time a change of address, residency or custody changes, or at other time upon request of the School.

## **Early Entrance Policy**

Each child who is five years of age on or before September 30 shall be eligible to enroll in kindergarten. Each child who is six years of age on or before September 30 shall be eligible to enroll in first grade.

A child who does not meet the age requirements set forth above, but who will be five or six years old, respectively, prior to the first day January of the school year in which admission is requested and who is referred 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 shall be evaluated for early admittance by school personnel.

The evaluation procedure will consist of a readiness test administered by school personnel. Following evaluation, school personnel shall make a recommendation as to whether to admit the child based on the child's score on the evaluation and any other factors deemed relevant. The School's board of directors shall have the final authority on whether to admit or not admit the student based upon the recommendations.

If a child for whom admission to kindergarten or first grade is requested will not be five or six years of age, respectively, prior to the first day of January of the school year in which admission is requested, the child shall be admitted only in accordance with the school's Acceleration Policy.

## **ATTACHMENT 6.13**

### **ATTENDANCE POLICIES**

1. Attendance and Participation Policies, including any policy or procedures for non-classroom learning opportunities
2. Truancy Policy, including 72 hour automatic withdrawal procedures for students

**NOTE:** The School's attendance and participation records shall be made available, upon request, to the Ohio Department of Education and Workforce, Auditor of State, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), section 3319.321, and any applicable rule or regulations thereto.

## Religious Expression Days Policy

The School shall reasonably accommodate the sincerely held religious beliefs and practices of individual students with regard to all examinations or other academic requirements and absences for reasons of faith or religious or spiritual belief system.

### **(A) Absences for Holidays**

(1) The School will permit a student to be absent for up to three religious expression days each school year to take holidays for reasons of faith or religious or spiritual belief system or participate in organized activities conducted under the auspices of a religious denomination, church, or other religious or spiritual organization.

Such holidays include but are not limited to: Eid, Good Friday, Rosh Hashanah, Yom Kippur, and Passover.

This list is non-exhaustive. The School shall not unreasonably withhold or deny permission for other holidays. The School shall not deny accommodation to a student for a holiday or festival of the student's faith or religious or spiritual belief system that does not appear on this list. The inclusion or exclusion of a religious holiday or festival on this list shall not preclude a student from full and reasonable accommodations for any sincerely held religious beliefs and practices with regard to all examinations or other academic requirements and absences for reasons of faith or religious or spiritual belief system provided under section B below.

(2) The School will not impose an academic penalty as a result of a student being absent as permitted pursuant to this policy. The School will also permit students to participate in interscholastic athletics or other extracurricular activities on days in which the student was otherwise absent for a religious expression day under this policy.

### **(B) Alternative Accommodations**

(1) The School will provide students with alternative accommodations with regard to examinations and other academic requirements missed due to an absence pursuant to this policy if not later than fourteen school days after the first day of school, or fourteen school days after the date of enrollment for a student who transfers to or enrolls in the School after the first day of school, the parent or guardian of a student provides the School principal with written notice of up to three specific dates for which alternative accommodations are requested, if an absence approved under this policy conflicts with an examination or other academic requirement on that date.

Upon approval of a request that satisfies this Section (B)(1) the principal shall require the appropriate classroom teacher or teachers to schedule a time and date for an alternative examination or other academic requirement if the approved student absence creates a conflict, which may be before or after the time and date the examination or other academic requirement was originally scheduled.



(2) The principal shall approve not more than three written requests per school year from a student's parent or guardian for an excused absence under this policy. The principal shall approve such requests without inquiry into the sincerity of a student's religious or spiritual belief system. However, the principal may verify a request received under Section (A) of this policy by contacting the parent or guardian whose signature appears on the request. If a parent or guardian disputes having signed such a request, the principal may deny the request.

**(C) Posting**

The School will post in a prominent location on the School's web site this policy and the contact information of the principal who can provide further information about this policy.

**(D) Annual Notification & Procedure for Requests**

Each school year the School will convey to parents and guardians this policy which includes the procedure for requesting accommodations. Such annual notification may occur by inclusion in the Parent-Student Handbook.

Absences and accommodations under this policy may be made by submitting to the School principal a request in writing, which includes e-mail.

The written request shall include:

- student name
- the requested accommodation (days to be missed or academic/examination alternative)
- a statement that the request is for reasons of faith or religious or spiritual belief
- the parent/guardian name and signature (email shall be considered signed)
- the parent/guardian contact information

Parents and Guardians should try to submit requests in as far as advance as possible to allow the School to most effectively make the accommodations.

**(E) Grievances**

A student, parent, or guardian may notify the School of any grievance with regard to the implementation of this policy by contacting the School Superintendent.

**(F) Absences Do Not Count Toward Intervention**

The School shall not consider any days a student is excused under this policy in determining absence hours for the purposes of parental notification under ORC 3321.191(C)(1).

## **Attendance, Truancy, and Automatic Withdrawal Policy (Including Excessive & Habitual Absences and Interventions)**

Attendance at school is key to achievement. Students are expected to attend school regularly and on time. Parents/guardians are encouraged to partner with the School to ensure attendance and timeliness.

Parents/guardians are required to notify the School of any absence prior to the start of the school day. Similarly, parents/guardians are required to notify the School in advance of early pick-up. Within 120 minutes after the beginning of each school day, the School shall make at least one attempt in compliance with ORC 3321.141 (A)(2) to contact the parent/guardian of any student absent without legitimate excuse.

Parents/guardians are encouraged to make any doctor, dentist, etc. appointments for times other than school hours.

No student shall be suspended or expelled based solely on the number of absences; rather, the School will be proactive in engaging students.

### **Excessive Absences**

A student shall be considered excessively absent when the student is absent (with a non-medical excuse or without legitimate excuse) 38 or more hours in one school month or 65 or more hours in one school year.

When a student is excessively absent, the School within seven days of the triggering absence will notify the student's parents in writing of the student's absences. The School will develop a truancy intervention plan which may include any applicable appropriate interventions contained in this policy.

### **Habitually Truant**

A student shall be considered habitually truant when the student is absent without legitimate excuse for 30 or more consecutive hours, 42 hours or more in one school month, or 72 hours or more in a school year.

When a student is habitually truant:

1. Within seven days of the triggering absence:
  - a. The Superintendent, Principal, or Chief Administrator shall establish an absence intervention team. The team should be based on the needs of each individual student, but the team shall include at a minimum two representatives from the School, one of whom knows the student, and the student's parent/guardian/custodian/designee/guardian ad litem ("parent"). The team may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.

- b. The School shall make three meaningful good faith attempts to secure participation on the team by the student's parent/guardian/custodian/designee/guardian ad litem ("parent"). If the student's parent responds to any of those attempts, but is unable to participate for any reason, the School shall inform the parent of the parent's right to participate through a designee. If 7 school days elapse and the student's parent, fails to respond to the attempts to secure participation, the School shall do both of the following:
          - i. Investigate whether the failure to respond triggers mandatory reporting to the public children services agency for the county in which the child resides in the manner described in section 2151.421 of the Ohio Revised Code; and
          - ii. Develop an intervention plan for the student notwithstanding the absence of the child's parent.
2. Within 10 days of the triggering absence, the student will be assigned to the selected absence intervention team.
3. Within 14 days after the assignment of the team, the School will develop an absence intervention plan for that student in an effort to reduce or eliminate further absences. Within 7 days after developing the plan, the School shall make reasonable efforts to provide written notice of the plan to the student's parent/guardian.
4. If the student does not make progress on the plan within 61 days or continues to be excessively absent, the School will file a complaint in the juvenile court.
5. In the event that a student becomes habitually truant within 21 school days prior to the last day of instruction of a school year, the School may, in its discretion, assign one School official to work with the student's parent/guardian/custodian/designee/guardian ad litem to develop an absence intervention plan during the summer. If the School selects this method, the plan shall be implemented not later than 7 days prior to the first day of instruction of the next school year. In the alternative, the School may toll the time periods to accommodate for the summer months and reconvene the absence intervention process upon the first day of instruction of the next school year.

### **Interventions**

Each intervention plan shall be tailored to the individual needs of the student.

However, each plan for a habitually truant student **shall** include:

- A statement that the School will file a complaint not later than 61 days after the date the plan was implemented if the student has refused to participate in, or failed to make satisfactory progress on, the intervention plan or an alternative to adjudication under ORC 3321.191(C)(2)(b)

Intervention plans may include, but are not limited to, the following interventions as are applicable and best suited to individual student needs:

1. Counseling

2. Requesting or requiring a parent, guardian, or other person having care of the student to attend parental involvement programs, including programs adopted under section 3313.472 or 3313.663 of the Ohio Revised Code
3. Requesting or requiring a parent, guardian, or other person having care of the student to attend truancy prevention mediation programs
4. Notification to the registrar of motor vehicles under section 3321.13 of the Revised Code
5. Taking legal action under section 2919.222, 3321.20, or 3321.38 of the Ohio Revised Code
6. Seeking juvenile court involvement to have a student informally enrolled in an alternative to adjudication. (If the School chooses to have students informally enrolled in an alternative to adjudication, the School shall develop a written policy regarding the use of and selection process for offering alternatives to adjudication to ensure fairness.)

**Reporting**

The School shall report as soon as practical to the Ohio Department of Education: when a notice of excessive absence is submitted to a parent; when a student meets the definition of habitually truant; when a student has been adjudicated an unruly child for being a habitual truant violates the court order regarding that adjudication; when an absence intervention plan has been implemented.

If the student is violating a court order regarding the student's adjudication as an unruly child for being habitually truant, the Board hereby authorizes the school's administrator or his/her designee to inform the student and parent/guardian of the violation and to notify the juvenile court.

The School may take legal action against the parent/guardian pursuant to ORC 3321.20 or ORC 3321.38 if a student is not attending school.

**Automatic Withdrawal by School**

In accordance with Ohio Revised Code 3314.03, a student will be automatically withdrawn from the School if the student without a legitimate excuse fails to participate in seventy-two consecutive hours of the learning opportunities offered to the student.

**Withdrawal by Student**

When a student of compulsory school age withdraws from the School, the School shall attempt to ascertain the reason for the withdrawal. If the reason for the withdrawal is for a reason other than a change in residence and is not enrolled in another program, the School shall notify the registrar of motor vehicles and the juvenile court in the county in which the School is located. The notice shall be given within two weeks after the withdrawal and failure to enroll in another program permitted by law.

**Collaboration**

The Board of Directors recognizes the importance of collaboration in order to help students attend school and to meet their wide-ranging needs. On the date the Board of Directors held a meeting to approve this policy it provided public notice of the meeting and provided an opportunity for parents, guardians, and others having care of students, school employees and volunteers, community members, and local juvenile court judge/s to consult on the development of this policy. The School will continue to work with local agencies regarding increasing attendance. Families, school employees and volunteers, community members, and local juvenile courts, and all agencies and stakeholders are encouraged to bring any concerns or comments regarding this policy to the attention of the School at any time.

## **ATTACHMENT 9.5 FINANCIAL PLAN**

1. Estimated school budget for every year of the contract

**NOTE:** The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purpose of funding calculations under R.C. 3314.08. The base formula amount for each year shall not exceed the formula amount defined in R.C. 3317.02. All projected and actual revenue sources must be included in the budget and projected expenses must include the total estimate per pupil expenditure amount for each year.

<b>School Year</b>	<b>Estimated Per Pupil Expenditure</b>
FY25	\$25,399
FY26	\$17,352
FY27	\$15,435
FY28	\$13,710

<div>FY2025 - October 2024 Submission</div> <div>IRN No.: 021457</div> <div>Type of School: Brick &amp; Mortar</div> <div>Contract Term: 06/30/28</div> <div>County: Lake</div> <div>Lake Erie Bilingual Academy</div> <div>Statement of Receipt, Disbursements, and Changes in Fund Cash Balances</div> <div>For the Fiscal Years Ended 2022 through 2024, Actual and</div> <div>the Fiscal Years Ending 2025 through 2029, Forecasted</div>								
	Actual			Forecasted				
	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	-	-	-	571,367	1,154,395	1,750,735	2,044,482	2,338,230
Charges for Services (1500)								
Fees (1600, 1700)								
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	-	-	-	143,325	289,575	435,825	0	0
<b>Total Operating Receipts</b>	-	-	-	714,692	1,443,970	2,186,560	2,044,482	2,338,230
<b>Operating Disbursements</b>								
100 Salaries and Wages	-	-	-	362,643	422,494	541,258	612,133	686,772
200 Employee Retirement and Insurance Benefits	-	-	-	128,557	149,774	191,876	217,001	243,461
400 Purchased Services	-	-	-	756,381	990,077	1,255,246	1,378,248	1,512,185
500 Supplies and Materials	-	-	-	91,021	79,247	93,038	101,648	110,668
600 Capital Outlay - New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	-	-	-	-	-	-	-	-
819 Other Debt	-	-	-	(138,855)	3,926	134,930	-	-
<b>Total Operating Disbursements</b>	-	-	-	1,199,747	1,645,517	2,216,348	2,309,030	2,553,086
Excess of Operating Receipts Over (Under)								
Operating Disbursements	-	-	-	(485,055)	(201,547)	(29,788)	(264,547)	(214,856)
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	-	-	-	166,500	282,307	403,260	471,893	544,081
State Grants (3200, except 3211)								
Restricted Grants (3219, Community School Facilities Grant)								
Donations (1820)								
Interest Income (1400)								
Debt Proceeds (1900)	-	-	-	401,000	-	-	-	-
Debt Principal Retirement	-	-	-	(25,000)	(60,000)	(150,000)	(166,000)	-
Interest and Fiscal Charges	-	-	-	(7,445)	(20,760)	(14,460)	(4,980)	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
<b>Total Nonoperating Revenues/(Expenses)</b>	-	-	-	535,055	201,547	238,800	300,913	544,081
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	-	-	-	50,000	-	209,012	36,366	329,225
<b>Fund Cash Balance Beginning of Fiscal Year</b>	-	-	-	-	50,000	50,000	259,012	295,378
<b>Fund Cash Balance End of Fiscal Year</b>	-	-	-	50,000	50,000	259,012	295,378	624,603

FY2025 - October 2024 Submission								
IRN No.: 021457								
County: Lake								
Type of School: Brick & Mortar								
Contract Term: 06/30/28								
Lake Erie Bilingual Academy								
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances								
For the Fiscal Years Ended 2022 through 2024, Actual and								
the Fiscal Years Ending 2025 through 2029, Forecasted								
Staffing/Enrollment	Actual			Forecasted				
	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Total Student FTE	-	-	-	48	96	145	169	193
Instructional Staff	-	-	-	7	7	9	10	11
Administrative Staff	-	-	-	2	2	2	2	2
Other Staff	-	-	-	-	-	-	-	-
Purchased Services								
Rent	-	-	-	72,000	72,000	84,000	138,000	138,000
Utilities	-	-	-	30,000	30,900	31,827	32,782	33,765
Other Facility Costs	-	-	-	144,485	129,400	133,282	137,280	141,399
Insurance	-	-	-	15,899	16,376	16,867	17,373	17,895
Management Fee	-	-	-	107,932	210,031	313,993	294,103	335,227
Sponsor Fee	-	-	-	15,721	31,751	48,186	56,271	64,356
Audit Fees	-	-	-	21,600	29,600	30,488	31,403	32,345
Transportation	-	-	-	-	-	-	-	-
Legal	-	-	-	48,000	49,440	50,923	52,451	54,024
Marketing	-	-	-	40,000	41,200	42,436	43,709	45,020
Consulting	-	-	-	94,514	95,662	96,844	98,062	99,316
Special Education Services	-	-	-	33,000	33,990	35,010	36,060	37,142
Technology Services	-	-	-	22,980	23,669	24,379	25,111	25,864
Food Services	-	-	-	110,250	226,057	347,010	415,643	487,831
Other	-	-	-	-	-	-	-	-
Total	-	-	-	756,381	990,077	1,255,246	1,378,248	1,512,185
Financial Metrics								
Debt Service Payments	-	-	-	(17,555)	(39,240)	(135,540)	(161,020)	-
Debt Service Coverage	-	-	-	18.15	(2.06)	(2.76)	(1.29)	-
Growth in Enrollment	0.0%	0.0%	0.0%	0.0%	202.0%	150.5%	116.8%	114.4%
Growth in New Capital Outlay	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Growth in Operating Receipts	0.0%	0.0%	0.0%	0.0%	202.0%	151.4%	93.5%	114.4%
Growth in Non-Operating Receipts/Expenses	0.0%	0.0%	0.0%	0.0%	37.7%	118.5%	126.0%	180.8%
Days of Cash	0.00	0.00	0.00	-	11.51	8.83	44.11	42.23
Total Expenditures / FTE	\$0	\$0	\$0	\$25,399	\$17,352	\$15,435	\$13,710	\$13,226
FY2025 - FY2029 Budget Assumptions:								
In January 2022, the ODE implemented increased state support as passed by legislation Ohio House Bill 110. Increased funding is expected over a six year period, FY2022-FY2027, with each community school generating a different base cost amount. FY2025 per pupil state aid funding is \$11,021. Funded FTEs will grow to 96, 145, 169, and 193 in FY2026 - FY2029. Ohio House Bill 33 (Community Equity Funding) provides funding in FY2024 - FY2025 at \$650 per pupil. It is assumed that for every additional 25 students enrolled each year, one teacher will be added to the staff at a starting annual salary of \$50,000. Rent is assumed to be \$72K for FY2025, per the terms of the current lease agreement. Management fees for Accel Schools are included in this forecast at 14% of revenue per the terms of the management agreement. Sponsor Fees projected for FY2025 as a percent of state revenue at 3%. Food expense is expected to align with enrollment. Interest and fiscal expenses are not limited to debt; total includes loan interest, bank and credit card fees as well as other fiscal charges. A majority of operating expenses are assumed to grow 3% year over year.								
Fiscal Year FY2025 - FY2029 Projected Debt								
Description	Beginning Year Balance	Principal Retirement	Interest Expense	Ending Year Balance	Debtor Creditor			
Loan A	\$ -	\$ -	\$ 47,645	\$ -	Accel			
Loan B	\$ -	\$ -	\$ -	\$ -				
Loan C	\$ -	\$ -	\$ -	\$ -				
Payables (Past Due 180+ days)								
Total	\$ -	\$ -	\$ 47,645	\$ -				





# Performance Accountability Framework

## Attachment 11.6

<b>School Name</b>	Lake Erie Bilingual Academy
<b>School IRN#</b>	021457
<b>Building Leader</b>	David Kassel
<b>Board President</b>	Dusk Haberman
<b>Contract Term Dates</b>	07/01/2024 – 06/30/2028
<b>Management Company</b>	Accel Schools
<b>School Mission</b>	Lake Erie Bilingual Academy strives to help every child reach his/her greatest potential by meeting the needs of the whole child including embracing cultural differences and thereby reducing language barriers. Accomplishing this will be achieved by implementing bilingual educational programs, building relationships with our families, and developing partnerships within our community.

## Section I –Performance on the Ohio School Report Card Component

The ESC of Lake Erie West will use data reported by the Ohio School Report Card to analyze school performance on state-mandated assessments. All applicable measures and indicators of student performance on the report card will receive a rating based on performance. To successfully meet the target for measure and indicator, the school must be rated ***Meets Standard*** or higher.

School Academic Performance on the Traditional Ohio School Report Card				
Academic Indicators	Exceeds Standard (6 points)	Meets Standard (4 points)	Approaches Standard (2 Points)	Falls Below Standard (0 points)
Overall Rating	5 or 4 Stars	3 Stars	2 Stars	1 Star
Achievement Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Performance Index	≥80% of maximum score	≥70% but < 80% of maximum score	≥50% but < 70% of maximum score	< 50% of maximum score
Progress Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Gap Closing Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Chronic Absenteeism		Met		Not Met
Gifted Performance	N/A	N/A	N/A	N/A
Graduation Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
4-Year Graduation Rate	≥93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
5-Year Graduation. Rate	≥ 93.5%	≥90% but < 93.5%	≥84% but < 90%	< 84%
Early Literacy Component	5 or 4 Stars	3 Stars	2 Stars	1 Star
Proficiency in 3 <sup>rd</sup> Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
Promotion to 4 <sup>th</sup> Grade	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
Improving K-3 Literacy	≥78%	≥68% but < 78%	≥58% but < 68%	< 58%
College, Career, Workforce and Military Readiness		Not reported at this time		
PBIS		Yes		No

# School Academic Performance on the Dropout Prevention and Recovery (DOPR) Ohio School Report Card

Academic Indicators	Exceeds Standard (6 points)	Meets Standard (4 points)	Does Not Meet Standard (0 points)
Overall Rating	Exceeds Standards	Meets Standards	Does Not Meet Standards
Achievement Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Progress Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Gap Closing Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
Chronic Absenteeism		Met	Not Met
Graduation Component	Exceeds Standards	Meets Standards	Does Not Meet Standards
4-Year Graduation Rate	Exceeds Standards	≥ 90% but < 93.5%	< 84%
5-Year Graduation Rate	Exceeds Standards	≥90% but < 93.5%	< 84%
6-Year Graduation Rate	Exceeds Standards	Meets Standards	Does Not Meet Standards
7-Year Graduation Rate	Exceeds Standards	From 68%-77%	< 58%
8-Year Graduation Rate	Exceeds Standards	From 68%-77%	< 58%
Combined Graduation Rate vs. All Ohio DOPR Schools	Scored 7% or more above all Ohio DOPR Schools	Scored the same as or up to 6.9% above all Ohio DOPR Schools	Scored below all Ohio DOPR Schools
College, Career, Workforce and Military Readiness		Not reported at this time	
PBIS		Yes	No

## Section II – Academic Achievement Targets & Metrics Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance.

School Academic Achievement Targets & Metrics							
Measure Domain	Assessment	Grades		Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Achievement	Schools locally administered norm-referenced assessment Reading/ELA Spring Benchmarking	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Schools locally administered norm-referenced assessment Math Spring Benchmarking	K-8		50% at or above grade level on schools locally administered norm-referenced assessment	41-49% at or above grade level on schools locally administered norm-referenced assessment	30-40% at or above grade level on schools locally administered norm-referenced assessment	< 30% at or above grade level on schools locally administered norm-referenced assessment
Achievement	Algebra I EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in Algebra I	50-69% of students pass EOC exam in Algebra I	40-49% of students pass EOC exam in Algebra I	< 40% of students pass EOC exam in Algebra I
			DOPR	68% of students pass EOC exam in Algebra I	45-67% of students pass EOC exam in Algebra I	32-44% of students pass EOC exam in Algebra I	< 32% of students pass EOC exam in Algebra I
Achievement	English Language Arts II EOC pass rates	9th-12th	Traditional	70-100% of students pass EOC exam in ELA II	50-69% of students pass EOC exam in ELA II	40-49% of students pass EOC exam in ELA II	< 40% of students pass EOC exam in ELA II
			DOPR	68% of students pass EOC exam in ELA II	45-67% of students pass EOC exam in ELA II	32-44% of students pass EOC exam in ELA II	< 32% of students pass EOC exam in ELA II
Achievement	Credit Earning Rate	9th-12th	Traditional	The average credit earning rate for all students is 90-100%	The average credit earning rate for all students is 80-89%	The average credit earning rate for all students is 60-79%	The average credit earning rate for all students is below 60%
			DOPR	The average credit earning rate for all students is 80-100%	The average credit earning rate for all students is 70-79%	The average credit earning rate for all students is 60-69%	The average credit earning rate for all students is below 60%

### Section III – Academic Growth Component

The ESC of Lake Erie West will use data reported by the school to analyze additional applicable academic measures of student performance. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on the students’ performance on the **fall to spring** benchmark assessment data. All locally administered norm-referenced assessments must be on the Ohio Department of Education and Workforce approved vendor list.

Traditional School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	K-12	Students will meet annual typical growth from the fall to spring benchmark assessment data	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					
Growth	Schools locally administered norm-referenced assessment Math	K-12	Students will meet annual typical growth from the fall to spring benchmark assessment data	80-100%	50-79%	40-49%	< 40%
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					

DOPR School Academic Growth Targets & Metrics							
Measure Domain	Assessment	Grades	Overall Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Growth	Schools locally administered norm-referenced assessment Reading	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					
Growth	Schools locally administered norm-referenced assessment Math	9-12	Composite gain score is at least two standard errors of measure above the mean score	At least 2 standard errors of measure above the mean score	Less than 2 standard errors of measure above the mean score	Greater than or equal to 2 standard errors of measure below the mean score	Not greater than two standard errors of measure below the mean score
Locally Administered Norm-Referenced Assessment:		<i>i-Ready</i>					

## Section IV – Performance on Other Fiscal, Governance, Organizational, and Operational Components

The ESC of Lake Erie West will use data reported by the school to analyze the performance of the non-academic organizational, operational, compliance, and fiscal goals. All goals will receive a rating of *Exceeds, Meets, Approaches, or Falls Below the Standard* based on performance.

School Fiscal Performance Targets and Metrics				
Measure Domain	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Current Ratio of Assets to Liabilities	Ratio is greater than or equal to 1.1	Ratio is between 1.0 and 1.1; AND one year trend is positive (current year's ratio is higher than last year's)	Ratio is between 0.9 and 1.0 or equals 1.0; OR ratio is between 1.0 and 1.1 AND one-year trend is negative	Ratio is $\leq 0.9$
Unrestricted Days of Cash	School has 60 days cash available	School has between 30 and 60 days cash available	School has between 15 and 30 days cash available	School has < 15 days cash available
Current-year Enrollment Variance	Actual enrollment equals or is within 95% of budgeted enrollment in most recent year	Actual enrollment is 90–95% of budgeted enrollment in most recent year	Actual enrollment is 80–90% of budgeted enrollment in most recent year	Actual enrollment is less than 80% of budgeted enrollment in most recent year
Total Expense Variance	School expenses are less than 95% of projected	School expenses are between 95-100% of projected	School expenses are between 100-110% of projected	School expenses are more than 110% of projected
Sponsor Financial Reporting	All reports submitted by deadline	No more than two (2) reports or responses submitted no more than five (5) days late	Between three (3) to four (4) reports submitted no more than five (5) days late	More than four (4) reports submitted late or more than five (5) days late
Audit Findings	School's most recent audit contains zero (0) findings AND management letter comments	School's most recent audit contains zero (0) findings and no more than two (2) management letter comments	School's most recent audit contains zero (0) findings and between two (2) to five (5) management letter comments	School's most recent audit contains any findings and/or five (5) or more management letter comments
Sustainability	The % of eligible students remaining enrolled from one year to the next (September to September) will be at least 90%	The % of eligible students remaining enrolled from one year to the next (September to September) will be 80-89%	The % of eligible students remaining enrolled from one year to the next (September to September) will be at least 70-79%	The % of eligible students remaining enrolled from one year to the next (September to September) below 70%

## School Governance Performance Targets and Metrics

Measure Domain	Assessment	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
School Governance	Board Engagement	100% of board members attend two (2) or more school visits or school-sponsored events	100% of board members attend at least one (1) school visit or school-sponsored event	At least one board member attends at least one (1) school visit or school-sponsored event	Zero (0) board members attend a school visit or school-sponsored event
School Governance	Required Number of Regular Board Meetings		Six (6) Meetings held per year	Five (5) meetings held per year	Four (4) or fewer meetings held per year
School Governance	Required Number of Board Members		Five (5) or more sponsor approved board members for all meetings		Fewer than five (5) sponsor approved board members for one (1) or more meetings
School Governance	Proper Meeting Notice		Timely public notice for all meetings, reschedules, and cancellations	Timely public notice not provided for one (1) meeting, reschedule, or cancellation	Timely public notice not provided for two (2) or more meetings, reschedules, or cancellations
School Governance	Required Board Member Training		Completion of Open Meetings and Public Records for 100% of board members	Completion of Open Meetings and Public Records for 80-99% of board members	Completion of Open Meetings and Public Records for less than 80% of board members
School Governance	Board Member Attendance	Overall member attendance is > 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-79%	Overall member attendance is < 70%



Compliance/Organizational/Operational Performance Targets and Metrics					
Measure Domain	Goal	Exceeds the Standard (6 points)	Meets the Standard (4 points)	Approaches the Standard (2 points)	Falls Below the Standard (0 points)
Legal Compliance	On-Time Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Accuracy of Records Submission	School is compliant for 100% of ORC/OAC required items	School is compliant for 94-99% of ORC/OAC required items	School is compliant for 90-93% of ORC/OAC required items	School is compliant for less than 90% of ORC/OAC required items
Legal Compliance	Five-Year Forecast Submission		November & May forecasts approved and submitted on-time	November & May forecasts approved and submitted 1-15 days after deadline	November & May forecasts approved and submitted 16 or more days after deadline
Legal Compliance	Annual Budget		Annual Budget approved and submitted on-time	Annual Budget approved and submitted 1-15 days after deadline	Annual Budget approved and submitted 16 or more days after deadline
Legal Compliance	Annual Report		School Annual Report submitted AND made available to parents by the due date		School Annual Report <b>not</b> submitted OR not made available to parents by the due date
Legal Compliance	Emergency Management Plan		Emergency management plan approved and current		Emergency management plan <b>not</b> submitted on time, approved or expired
Student Discipline K-3	House Bill 318 restricts the out-of-school suspensions (OSS) and expulsions for students in grades K–3 grade for offenses that do not pose significant danger to school and student safety (as defined by Ohio law). <b><i>**Detailed documentation is required to determine if OSS meets the requirements of the law**</i></b>	Zero (0) out-of-school suspensions (OSS)	One (1) or more OSS with proper documentation and within the guidelines of the law		One (1) or more OSS without proper documentation and/or without meeting guidelines of the law

Student Discipline 4-8	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year OR zero OSS	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year
Student Discipline 9-12	The school will show an overall decrease in out-of-school suspensions (OSS) from the previous school year. The percent will be calculated using the total number of suspension incidents divided by the total student enrollment.	OSS is decreased by 50% or more from the previous school year OR zero OSS	OSS is decreased from the previous school year	OSS remains the same from the previous school year	OSS increased from the previous school year