

COMMUNITY SCHOOL CONTRACT

This Community School Contract (“Contract”) is entered into by and between the Ohio Council of Community Schools (hereinafter “**Sponsor**”); and the Board of Directors and governing authority of the Ohio Construction Academy (hereinafter “**Governing Authority**”), an entity established in accordance with Chapter 1702 of the Ohio Revised Code. The parties intend for this Contract to fully supersede and replace any previous version of this Contract prior to execution.

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

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

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

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

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

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

3. Except as otherwise permitted by this Contract or the **Sponsor**, any future contracts entered into with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date of this Contract or in 10 years, whichever date is earlier.
4. In accordance with the Ohio Revised Code, as a community school pursuant to Chapter 3314 of the Ohio Revised Code, the **School** shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3313.472, 3313.50, 3313.536, 3313.539, 3313.5310, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.643, 3313.648, 3313.6411, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.721, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.86, 3313.89, 3313.96, 3319.073, 3319.321, 3319.39, 3319.391, 3319.41, 3319.46, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, 3327.10, 4111.17, 4113.52, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code, as if it were a school district and will comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code. Additionally, if applicable, the **School** will comply with Sections 3301.50 to 3301.59 of the Ohio Revised Code and the minimum standards for preschool programs prescribed in rules adopted by the state board under Section 3301.53 of the Ohio Revised Code.

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

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

To comply with requirements in this Paragraph, members of the **Governing Authority**, the designated fiscal officer, the Chief Administrative Officer, other administrative employees of the **School**, and all individuals performing supervisory

or administrative services for the **School** under a contract with the management company shall complete training on an annual basis on the public records and open meetings laws.

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

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

If the **School** changes or expands its location, and such location has been or will be leased, no lease shall be signed by the **Governing Authority** unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. The **Sponsor** shall have the right to inspect the site before a lease is signed. If the location has been or will be purchased by the **Governing Authority**, the contract of sale and related documents shall not be signed unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. Approval of the financial plan or site shall not be unreasonably withheld and/or delayed. After leasing or purchase, a copy of the fully executed lease or conveyance documents, subsequent amendments, modifications, or renewals thereof, and all related documents shall be provided to the **Sponsor** within 10 business days and included in **ATTACHMENT 2**, along with updated facilities information as specified above and in Section 3314.03(A)(9) of the Ohio Revised Code.

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

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

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

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

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

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

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

All members of the **Governing Authority** must be approved by the **Sponsor** prior to appointment as an official member counted for quorum and voting purposes, which approval shall not be unreasonably withheld, conditioned, or delayed. Any individual under final consideration for appointment to the **Governing Authority** shall have an Ohio and federal background check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial background check is performed. The results of these background checks shall be provided first to the **Governing Authority** or its legal counsel and then to the **Sponsor**. Any consent needed to forward the results of the background checks by prospective **Governing Authority** members shall be obtained by the **Governing Authority**. The names, mailing addresses, electronic mail addresses, telephone numbers, and biographical information reflecting experience, education, and/or professional information of current and prospective members of the **Governing Authority** shall also be provided to the **Sponsor**. To the extent that the **Sponsor** needs assistance from the **Governing Authority** confirming the lack of findings of recovery, assistance from the **Governing Authority** will not be unreasonably withheld.

Within 1 year of appointment to the **Governing Authority**, all members without community school governing authority experience must attend at least 8 hours of

training. Any training offered by the **Sponsor** shall be free of charge. The annual training required in Section 3314.037 of the Ohio Revised Code shall count toward the required hours of training noted above. Unless the **Sponsor** conducts this training, the **Governing Authority** shall be permitted to obtain training from an outside provider with approval given by the **Sponsor**, which approval shall not be unreasonably withheld or delayed.

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

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

11. The **School's** Chief Administrative Officer will be the **School's** leader and chief administrator. This individual is responsible for the daily operations at the **School** and will be listed in any state reporting system as the Superintendent, or other similar title. Within 5 business days, the **School** or the **School's** designee shall notify the **Sponsor**, in writing, of any change in the identity of the **School's** Chief Administrative Officer and shall include any documentation required by law.
12. The **School** shall begin operation for the academic year no later than September 30 (unless it is a drop-out prevention and recovery program) by teaching the minimum number of students required by law or this Contract.
13. The **School's** Educational Plan, including its mission, academic goals, characteristics of students the **School** is hoping to attract (including ages and grades), instructional program and methods, focus of the curriculum, educational philosophy of the **School**, and a description of the learning opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities, if present) that complies with the criteria for student participation in Section 3314.08(H)(2) of the Ohio Revised Code are attached as **ATTACHMENT 4**. If applicable, **ATTACHMENT 4** shall also include a notation if the **Governing Authority** is seeking designation as a STEM school equivalent under Section 3326.032 of the Ohio Revised Code, and, if the **School** is operating using the blended learning model as defined in Section 3301.079 of the Ohio Revised Code, the required information as outlined in Section 3314.03(A)(29) of the Ohio Revised Code. The **Governing Authority** shall give the **Sponsor** advanced written notice of its desire to update **ATTACHMENT 4**; however, changes shall not be implemented without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld. Additionally, if the **School** is serving any of grades K-8, multiple grade levels shall not be served concurrently in the same classroom without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld.

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

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

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

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

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

15. Within 4 months after the end of each school year, the **Governing Authority** must submit a report of its activities and progress in meeting the goals and standards set forth in this Contract and its financial status to the **Sponsor** and the parents of all students enrolled in the **School**.
16. The **Governing Authority** or its designee shall report annually to the **Sponsor** and the State Board of Education on the day set by the State Board of Education all of

the reporting requirements set by Chapter 3314 of the Ohio Revised Code, including, but not limited to, those found in Section 3314.08(B) of the Ohio Revised Code.

17. The **Governing Authority** or its designee shall report in writing every month to the **Sponsor** with statistics and other items required by the **Sponsor**, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the **Sponsor's** inquiries regarding such information or other matters the **Sponsor** reasonably deems important. Provided that the **Sponsor** uses its reasonable discretion, while visiting the **School**, the **Sponsor** shall use best efforts to avoid undue disruption. The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall have open access for such visits. Upon the written request of **Sponsor**, the **Governing Authority** shall also report in writing all of the following data: total assets, current assets, total liabilities, current liabilities, total number of people on payroll, gross revenue, occupancy cost, payroll/instruction cost, state revenue, management fee cost, grant revenue, and total number of students.

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

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

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

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

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

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

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

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

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

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

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

22. The **Governing Authority** shall adopt a policy regarding suspension, expulsion, emergency removal, and permanent exclusion of a student that specifies, among other things, the types of misconduct for which a student may be suspended, expelled, or removed, and the due process related to any action taken under this Paragraph. The policy and practices pursuant to the policy shall comply with the requirements of Sections 3313.66, 3313.661, and 3313.662 of the Ohio Revised Code. Those policies and practices shall not unlawfully infringe upon the rights of students with disabilities as provided by state and federal law.
23. Unless operations are suspended in accordance with Section 3314.072 of the Ohio Revised Code, the **School** must remain open for students to attend until the end of

the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction to the fullest extent possible, unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, but is not obligated to, assume operation of the **School** as provided for in Section 3314.073 of the Ohio Revised Code. Provided prior written notice is delivered to all members of the **Governing Authority**, the **Sponsor** may also replace the **Governing Authority** if the **Governing Authority** abandons or materially breaches its duties under this Contract or at law in a manner that could cause immediate and irreparable harm to the **School** and/or its students.

24. At least 1 full-time classroom teacher or 2 part-time classroom teachers each working more than 12 hours per week must be employed to work in the **School**. The full-time classroom teachers and part-time classroom teachers working more than 12 hours per week shall be licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code. Non-licensed persons may teach up to 12 hours per week in the **School** pursuant to Section 3319.301 of the Ohio Revised Code. The student to full-time equivalent classroom teacher ratio shall be no more than 30:1 without prior written approval of the **Sponsor**. The **School** may employ non-teaching employees.

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

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

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

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

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

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

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

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

- 28. The fiscal year for the **School** shall begin July 1 and end June 30 of the following year.
- 29. A financial plan detailing a projected **School** budget for each fiscal year of this Contract is included with **ATTACHMENT 7**. Each year of this Contract, on or before June 30, a revised financial plan shall be submitted by the **Governing Authority** to the **Sponsor**. The **Governing Authority** and **School** agree that if a deficit is projected, the parties will take appropriate measures to budget for a positive cash flow. All projected and actual revenue sources must be included in the plan and projected expenses must include the total estimated per pupil expenditure amount for each such year. In accordance with Section 3314.042 of the Ohio Revised Code, the **Governing Authority** agrees to comply with Section 3301.07(B)(2) of the Ohio Revised Code in terms of financial reporting.

An appropriately licensed and bonded, fiscal officer shall be designated by the **Governing Authority**. Except as provided by Section 3314.011(C) of the Ohio Revised Code, the fiscal officer shall be employed by or engaged under a contract with the **Governing Authority** of the **School**. The **School's** designated fiscal

officer shall maintain the internal financial controls, as approved by the **Governing Authority**, and carry a bond for this individual **School** in an amount no less than \$25,000.00. All revenue received by the **School** pursuant to state or federal law, or pursuant to a grant shall be placed in the custody of the fiscal officer. The fiscal officer's bond, proper contact information, license, and the approved internal financial controls shall be included in **ATTACHMENT 7**. If the fiscal officer changes, the **Governing Authority** shall immediately notify the **Sponsor** in writing and provide updated fiscal officer documentation within 10 business days, such as confirmation of the bond and other requirements of this Contract as they relate to the **School's** fiscal officer.

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

If the Ohio Auditor of State or other independent auditor concludes the **School's** financial records are unauditable, for any fiscal year in which the individual listed in **ATTACHMENT 7** was the fiscal officer of the **School**, the **School** shall take immediate action to suspend the fiscal officer and retain the services of another fiscal officer in good standing.

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

30. Pursuant to Section 3314.08(G) of the Ohio Revised Code, the **School** may borrow money to pay any necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School** pursuant to Section 3314.08(C) of the Ohio Revised Code. The **School** may issue notes to evidence such a borrowing to mature as necessary. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed 15 years for the purpose of acquiring facilities. Any monies loaned to the **School** by the management company, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

31. The **Governing Authority** shall purchase, or ensure that, insurance coverage providing for the general liability of the **School** is maintained at all times. The **Governing Authority** shall ensure that this liability insurance policy provides coverage for itself; the **School** and its employees; and shall include the **Sponsor**, its Board, officers, employees, and contractors of the **Sponsor** as additional insureds thereunder. The policy or certificate indicating coverage shall be provided to the **Sponsor** upon execution of this Contract. This policy shall provide coverage in amounts not less than \$1 million per occurrence and \$5 million in the aggregate or \$1 million per occurrence, \$2 million in the aggregate, and at least a \$5 million umbrella covering all claims otherwise payable under the policy. The **Governing Authority** shall provide documentation regarding any change in or renewal of this policy to the **Sponsor** as soon as reasonably practicable following the renewal of the policy and shall require the insurer to notify the **Sponsor** in writing promptly upon receiving notification from the insurer of any material adverse change to, or cancellation of, such coverage. To the extent obtained under this Contract, the **School** must provide copies of all commercial general liability, real or personal property, directors and officers liability insurance, proof of workers' compensation payments, and unemployment compensation payments, and notice of lapse of any such coverage to **Sponsor** within 5 business days of written request by the **Sponsor**.
32. The **Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its Board, and their respective members, employees, agents, and officers, from any claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, arising from any of the following, which include, but are not limited to:
- (a) A failure of the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or by this Contract; and/or
 - (b) An action or omission by the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors that result in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal).

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

The parties agree that the **Governing Authority** and **School** will not be required to indemnify the **Sponsor** and its Board to the extent that the relevant actions were attributable to specific acts or omissions by the **Sponsor** and/or its Board. In

addition, in the event that the **Governing Authority** and **School** engage in litigation that is adverse with the **Sponsor** and/or its Board, or vice versa, no indemnification applies.

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

33. Where required by this Contract, the **Governing Authority** and **School** shall comply with all reasonable requests of the **Sponsor**. Unless otherwise directed in writing for a longer period of time, any reasonable request of the **Sponsor** shall be fulfilled in writing within 10 business days.
34. If the **School** includes a high school, the **School** shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Ohio Revised Code, except with regard to students who entered ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the **Governing Authority**. Beginning with students who entered ninth grade for the first time on or after July 1, 2010, the requirement in Section 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in division (C) of Section 3313.603 of the Ohio Revised Code, unless the person qualifies under division (D) or (F) of that Section. The **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under divisions (J)(1) and (2) of Section 3313.603 of the Ohio Revised Code. Beginning with the 2018-2019 school year, the **School** shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the department under division (J)(3) of Section 3313.603 of the Ohio Revised Code.
35. In addition to provisions provided in the Ohio Revised Code, any individual, responsible for the care, custody or control of a student, under final consideration for appointment or employment with the **Governing Authority** or **School** shall have an Ohio and federal background check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial background check is performed. The results of all employee background checks will be provided to the **Sponsor** within 3 business days of receipt and/or appointment and subsequently upon request.

36. Pursuant to Section 3314.03(B) of the Ohio Revised Code, a comprehensive plan for the **School** must be submitted to the **Sponsor**. The requirements for the comprehensive plan are fulfilled through various attachments to this Contract. The **School's** comprehensive plan shall specify the following:
- (a) The process by which the Governing Authority of the School will be selected in the future (portion of ATTACHMENT 1 – Code of Regulations);
 - (b) The management and administration of the School (portion of ATTACHMENT 7 – Financial Plan and ATTACHMENT 8 – Management Agreement);
 - (c) If the community school is a currently existing public school or educational service center building, alternative arrangements for current public school students who choose not to attend the converted school and for teachers who choose not to teach in the school or building after conversion (If applicable, these arrangements will be developed and added);
 - (d) The instructional program and educational philosophy of the School (ATTACHMENT 4 – Education Plan);
 - (e) Internal financial controls (portion of ATTACHMENT 7 – Internal Financial Controls); and,
 - (f) Any other information or documentation as determined by the **Sponsor** or as deemed necessary by the **Governing Authority** to comply with the requirements of the comprehensive plan.

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

- 1. Monitoring the **School's** compliance with applicable law, and the terms of this Contract;
- 2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis;
- 3. Reporting annually the results of its evaluation to the Ohio Department of Education and parents of students enrolled in the **School**;
- 4. Submitting the necessary, **Sponsor**-required reports to the Ohio Department of Education, or other appropriate entities;

5. Providing technical assistance to assist the **School** in complying with applicable laws and this Contract;
6. Intervening and taking action as the **Sponsor** deems necessary in the **School's** operation to correct problems with overall performance, including, but not limited to, exercising its right to place the **School** on probation, suspend operations of the **School**, and/or terminate this Contract according to Sections 3314.073, 3314.072 or 3314.07, respectively, of the Ohio Revised Code;
7. Preparing and assisting with contingency plans in the event the **School** experiences financial difficulties or closes before the end of the school year;
8. Timely performance of any other duties related to the **School** that may be relegated to the **Sponsor** through state or federal law; and,
9. Pursuant to Paragraph G. of this Contract and in compliance Ohio law, the **Sponsor** will oversee the **Governing Authority** and **School's** actions in the closure of a community school established under Chapter 3314 of the Ohio Revised Code.

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

1. As permitted by Section 3314.03(C) of the Ohio Revised Code, the **Governing Authority** shall pay to the **Sponsor** the amount of 3.0% of all state funds received each year by the **School**, in consideration for time, organization, monitoring, oversight, technical assistance, fees, and costs of the **Sponsor** pursuant to this Contract. Such payments shall be paid based on invoices from the **Sponsor**. The invoices shall be payable within 10 days of receipt of the invoice and the **School's** receipt of the associated state funds. Calculations for the invoicing shall be taken from the Ohio Department of Education-issued report identifying the amount of state funds paid to the **School** for the invoice period.

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

E. **Contract Authorization.** Prior to signing this Contract, each party must authorize, in accordance with applicable laws and regulations, the execution of this Contract and vest

one or more individuals with the authority to execute this Contract for and on behalf of the party with full authority to bind that party. Upon its execution, the **Governing Authority** and **Sponsor** shall provide a resolution, or other verification, indicating authorization to execute this Contract.

F. **Renewal; Termination; Closure.** Upon the expiration of this Contract and approval of the **Governing Authority**, the **Sponsor** may elect to renew this Contract in accordance with Section 3314.03(E) of the Ohio Revised Code for a term determined by the **Sponsor**, but not expiring earlier than the end of any school year. The **Sponsor** may elect not to renew the Contract upon, or terminate prior to, its expiration pursuant to Section 3314.07 of the Ohio Revised Code; suspend operations of the **School** pursuant to Section 3314.072 of the Ohio Revised Code, which may or may not void this Contract under Section 3314.072(E) of the Ohio Revised Code; and/or, place the **School** on probation or assume operation of the **School** in accordance with Section 3314.073 of the Ohio Revised Code for any reason defined in Section 3314.07(B)(1) of the Ohio Revised Code or any of the following:

1. Failure to meet student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**);
2. Failure to meet generally accepted standards of fiscal management;
3. Violation of any provision of this Contract or applicable local, state, or federal law; or,
4. Other good cause.

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

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

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

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

G. **Closing the Community School.** Regardless of the reason the **School** is closing, once it is determined the **School** will cease operations as a community school established under Chapter 3314 of the Ohio Revised Code, the following requirements and procedures apply regarding the **Governing Authority** and the **School** (unless operations continue as a public school of an existing school district):

1. If the **School** is non-renewed or terminated under Sections 3314.07(B)(1)(a) or (b) of the Ohio Revised Code or permanently closed under 3314.035, the **School** shall permanently close at the end of the school year or applicable and lawful date. In the event the **School** permanently closes or the **Governing Authority** secures a new sponsor and for the time following expiration of this Contract, the **Sponsor**, **Governing Authority**, and **School** agree to continue to follow all reporting requirements and relinquish all necessary documents until all of their responsibilities under this Contract are completed.
2. Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the **School**, all equipment, supplies, real property, books, furniture or other assets of the **School**, including, property acquired by the management company in the manner described in Section 3314.0210 of the Ohio Revised Code, shall be distributed in accordance with Sections 3314.015(E) and 3314.074 of the Ohio Revised Code, and the **Governing Authority's** Articles of Incorporation, and Code of Regulations.
3. Upon prior written request of the **Sponsor**, the **Governing Authority**, **School**, and/or their agents will immediately provide the **Sponsor** any and all

documentation and records, including, but not limited to, financial records deemed necessary within reason by the **Sponsor** to facilitate the **School's** closure. This transmittal of documentation and records to the **Sponsor** excludes all students' educational records, which should be forwarded to the individual student's school district of residence or where the student has enrolled.

4. In accordance with Section 3314.44 of the Ohio Revised Code, the **School's** leader, as Chief Administrative Officer of the **School**, shall take all reasonable steps necessary to collect and assemble the students' educational records in an orderly manner and transmit the records to the student's school district of residence within 7 business days of the **School's** closing. The fiscal officer shall deliver all financial and enrollment records to the **Sponsor** within 30 days of the **School's** closure. The **School** agrees that the fiscal services agreement will state that the fiscal officer is primarily responsible for all finance-related portions of the closing procedures if the **School** closes. Additionally, the **Governing Authority** agrees that the fiscal officer is primarily responsible for closing procedures related to the finances of the **School** and, upon the written request of the **Sponsor**, the **Governing Authority** agrees to remain in place and will use its best efforts to retain the services of a fiscal officer to complete a final audit, if the current fiscal officer is no longer available.
 5. The **School** also hereby agrees that it will cooperate fully with **Sponsor** to complete the appropriate procedures and paperwork as outlined by the **Sponsor**, the Ohio Department of Education, or in statute in the event the **School** is closed. Any refusal by the **School** to cooperate fully with **Sponsor** will be considered a material breach of this Contract.
 6. In the event that this Contract is voided by operation of Section 3314.016(C) of the Ohio Revised Code or similar provision based upon sponsor rating, the parties agree that neither may seek damages as a result of the voiding of this Contract by operation of such a provision.
- H. **Dispute Resolution.** Other than a dispute falling under Paragraph F. of this Contract, for all other disputes regarding either any term of this Contract or any community school issue, the parties shall use the following non-binding dispute resolution procedure: The parties shall make initial attempts to resolve any dispute through an agent designated by the **Sponsor** and an agent designated by the **Governing Authority**. If those parties cannot resolve the dispute, the dispute will be submitted to mediation. The parties will take efforts to agree mutually on a mediator with relevant background and experience with community schools. In the event the parties cannot agree to a mediator within 21 days of the request for mediation, the party requesting dispute resolution will request a list of 7 mediators, with experience in charter schools and/or education from the Ohio State Bar Association but not a party who has ever represented the **Sponsor** or the **Governing Authority** or who is conflicted out due to business conflict reasons. Each party, beginning with the party requesting mediation, will strike one name from the list, until one name remains, which shall be the mediator.

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

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

- I. **Term.** This Contract shall be for a term commencing on **July 1, 2020** and expiring on **June 30, 2025**.
- J. **Management by Third Parties.** The **Governing Authority** may enter into a contract with a management company to assist with its obligations under this Contract or for any other lawful reason that does not conflict with the terms of this Contract. If the **Governing Authority** contracts with a management company, the **Governing Authority** shall immediately notify the **Sponsor**. The fully-executed management agreement between the **Governing Authority** and management company must be provided to the **Sponsor** and is attached as **ATTACHMENT 8**. Any new or renewed management agreement shall comply with the provisions set forth in this Contract and Section 3314.032 of the Ohio Revised Code. Further, the **Governing Authority** shall ensure full compliance with additional requirements placed on its relationship with a management company, including, but not limited to, Sections 3314.02(E), 3314.0210, 3314.024, and 3314.036 of the Ohio Revised Code. Any changes to the management agreement shall be provided to the **Sponsor** within 10 business days, after which the **Sponsor** may notify the **Governing Authority** if it believes that any provisions do not comply with this Contract and the applicable law. The **Governing Authority** must hold all rights to the name or a license to use the name of the **School**.
- K. **Organizational Structure.** The organizational structure and management/administration, employee, **Governing Authority** relationships must be accurately reflected in an organizational chart and attached as **ATTACHMENT 9**. Written summaries which describe working relationships of each entity if not in the contract itself must also be included. Any material modifications to the chart, relationships, descriptions, and/or positions must be submitted in written form to the **Sponsor** within 10 business days.
- L. **Headings and Attachments.** Headings are for the convenience of the parties only. Headings have no substantive meaning. All **ATTACHMENTS 1-9** of this Contract are attached hereto and incorporated by reference into this Contract.

- M. **Assignments and Modifications.** Subject to Paragraph J. above, this Contract and its terms shall not be assigned or delegated without the written approval of the other party which shall not be unreasonably withheld. No modifications to this Contract shall be valid and binding unless signed by both the **Sponsor** and the **Governing Authority** and attached to this Contract. Notwithstanding the preceding sentence, modifications to and substitutions of any attachment hereto may be done in accordance with applicable laws and the regulations of each party.
- N. **Notification Procedures.** Any notice to one party by the other shall be satisfied upon receipt, and delivered by personal delivery or by certified mail, return receipt requested, as well as electronic mail service. As for delivery via electronic mail, burden of proving receipt, if necessary, lies with the sending party.

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

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

Sponsor:

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

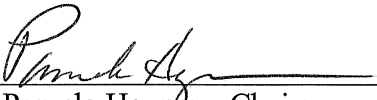
With a copy to:

Mark H. Troutman
Isaac Wiles Burkholder & Teetor, LLC
Two Miranova Place, Suite 700
Columbus, OH 43215
mtroutman@isaacwiles.com

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

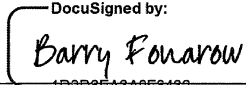
- O. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision, or clause shall be removed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

OHIO COUNCIL OF COMMUNITY SCHOOLS

By: 
Pamela Haynam, Chairman

23 June 2020
Date

OHIO CONSTRUCTION ACADEMY

By: 
1D9D8EA3A9F8432...
Barry Fonarow, Chairman

5/28/2020
Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **FEB 27 2014**

OHIO CONSTRUCTION ACADEMY
C/O DAY KETTERER LTD
DANIELLE A HIGGINS
200 MARKET AVE N STE 300
CANTON, OH 44702

Employer Identification Number:
46-2085626
DLN:
17053197331003
Contact Person:
SALLY B DAVENPORT ID# 31050
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
March 5, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/16/2013	201313501531	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	.00		.00	.00

Receipt

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

DAY KETTERER LTD.
ATTN: MARIA LIMBERT MARKAKIS
5 EAST MAIN STREET
HUDSON, OH 44236

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

2179059

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

OHIO CONSTRUCTION ACADEMY

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

Document(s)

DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):

201313501531

Effective Date: 05/15/2013



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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 16th day of May, A.D.
2013.

Ohio Secretary of State



Form 541 Prescribed by:

JON HUSTED
 Ohio Secretary of State

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

Mail this form to one of the following:

 Regular Filing (non expedite)
 P.O. Box 1329
 Columbus, OH 43216

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

Certificate of Amendment

(Nonprofit, Domestic Corporation)

Filing Fee: \$50

Check the appropriate box:

- ☒ Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- ☐ Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:Name of Corporation Charter Number
A copy of the resolution of amendment must be attached to this document.

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

Required

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

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


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



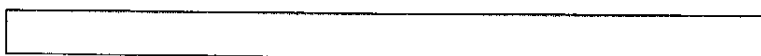
Signature



By (if applicable)



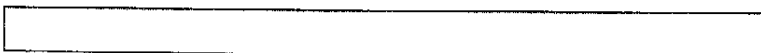
Print Name



Signature



By (if applicable)



Print Name

AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
OHIO CONSTRUCTION ACADEMY

(Additional Provisions)

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

FOURTH: The following restrictions shall apply to the corporation:

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

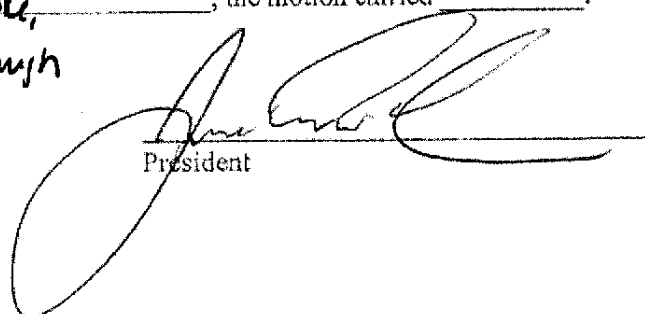
170(b)(1)(A), or corresponding provisions of any future United States Internal Revenue law.

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

RESOLUTION 2013-
AMENDMENT TO THE ARTICLES OF INCORPORATION

It was moved by ~~Brian Haugh~~ ^{Clyde Rainey} and seconded by ~~Chuck Rainey~~ ^{Brian Haugh} to approve the acts of Barton Hacker, the Incorporator of the Corporation, in drafting and filing the Amendment to the Articles of Incorporation.

Yes: Clyde Rainey, Chuck Fenske, _____, the motion carried
Matt McClellan, Brian Haugh



President



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/16/2013	201313501531	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	.00		.00	.00

Receipt

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

DAY KETTERER LTD.
ATTN: MARIA LIMBERT MARKAKIS
5 EAST MAIN STREET
HUDSON, OH 44236

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted**2179059**

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

OHIO CONSTRUCTION ACADEMY

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

Document(s)

DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):

201313501531**Effective Date: 05/15/2013**

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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 16th day of May, A.D.
2013.

Ohio Secretary of State



Form 541 Prescribed by:

JON HUSTED
 Ohio Secretary of State

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

Mail this form to one of the following:

 Regular Filing (non expedite)
 P.O. Box 1329
 Columbus, OH 43216

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

Certificate of Amendment

(Nonprofit, Domestic Corporation)

Filing Fee: \$50

Check the appropriate box:

- ☒ Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)
- ☐ Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

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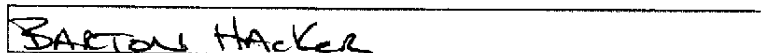
If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.



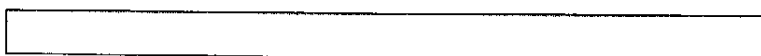
Signature



By (if applicable)



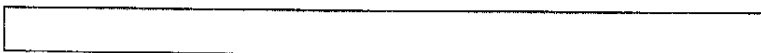
Print Name



Signature



By (if applicable)



Print Name

AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
OHIO CONSTRUCTION ACADEMY

(Additional Provisions)

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- (c) Notwithstanding any other provisions in these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal tax under Code Section 501(c)(3) or by an organization, contributions to which are deductible under Code Section

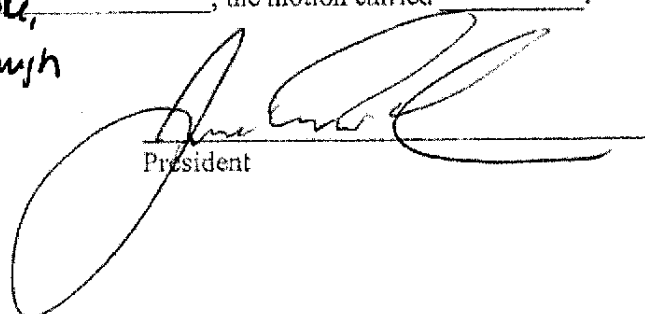
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RESOLUTION 2013-
AMENDMENT TO THE ARTICLES OF INCORPORATION

It was moved by ~~Brian Haugh~~ ^{Clyde Rainey} and seconded by ~~Chuck Rainey~~ ^{Brian Haugh} to approve the acts of Barton Hacker, the Incorporator of the Corporation, in drafting and filing the Amendment to the Articles of Incorporation.

Yes: Clyde Rainey, Chuck Fenske, _____, the motion carried
Matt McClellan, Brian Haugh



President



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/07/2013	201306500794	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00		.00	.00

Receipt

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

OHIO CONSTRUCTION ACADEMY
1725-B JETWAY BLVD.
COLUMBUS, OH 43219

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

2179059

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

OHIO CONSTRUCTION ACADEMY

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

Document(s):

DOMESTIC ARTICLES/NON-PROFIT

Document No(s):

201306500794

Effective Date: 03/05/2013



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

Witness my hand and the seal of the
Secretary of State at Columbus,
Ohio this 7th day of March, A.D.
2013.

Ohio Secretary of State



Form 532B Prescribed by:

JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910

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

www.OhioSecretaryofState.gov

Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)

P.O. Box 670

Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).

P.O. Box 1390

Columbus, OH 43216

Initial Articles of Incorporation

(Nonprofit, Domestic Corporation)
Filing Fee: \$125
(114-ARN)
First:

Name of Corporation

Ohio Construction Academy

Second:Location of Principal office
in OhioColumbus
City

State

Franklin
County**Effective Date
(Optional)**

03/01/2013

mm/dd/yyyy

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

Purpose for which corporation is formed

Public Education

2013 MAR -5 AM 10:41

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

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

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Ohio Construction Academy hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

Mr. Bart Hacker
Name


1725 Jetway Blvd. Suite B
Mailing Address

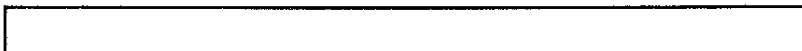
Columbus
City

State

43219
Zip Code

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


Signature


Signature


Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, Bart Hacker, named herein as the
Statutory Agent Name

Statutory agent for Ohio Construction Academy
Corporation Name

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

Statutory Agent Signature


Individual Agent's Signature / Signature on behalf of Corporate Agent

☐ If the agent is an individual and using a P.O. Box, check this box to confirm the agent is an Ohio resident.


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

Required


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

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

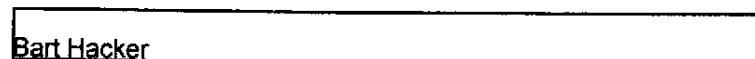
If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.



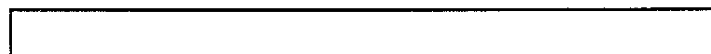
Signature



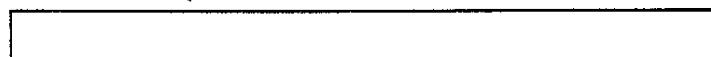
By




Print Name



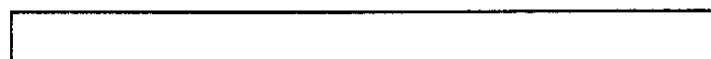
Signature



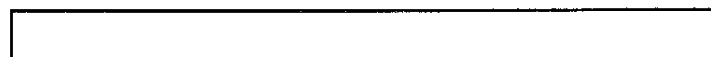
By



Print Name



Signature



By



Print Name

CODE OF REGULATIONS OF OHIO CONSTRUCTION ACADEMY

ARTICLE I GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Ohio Construction Academy (the “Corporation”).

Section 2. Operation, Objectives, and Guiding Principles.

Subject to all of the terms and conditions set forth in the Corporation’s Articles of Incorporation and this Code of Regulations, the Corporation is organized, and shall be operated as a public benefit corporation as defined in §1702.01(P) of the Ohio Revised Code.

a. The Corporation shall engage in lawful activities that directly or indirectly further public or charitable purpose and, upon dissolution, shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the “Internal Revenue Code of 1986,” as amended.

b. Unless otherwise specifically set forth in this Code of Regulations:

1. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by its members, directors or officers or other private persons and to make payments and distributions in furtherance of the purposes set forth in these Articles; and
2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and
3. The Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office; and
4. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee or consultant of any nonprofit or for profit operator or sponsor of a community school unless at least one year has elapsed since the conclusion of the person’s membership; and
5. No loans shall be made by the Corporation to its directors or officers.

Section 3. Location.

The Corporation’s headquarters shall be located and maintained in Franklin County, Ohio or such other location as the Board of Directors may determine.

Section 4. Property.

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

**ARTICLE II
BOARD OF DIRECTORS****Section 1. Management.**

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed to terms in accordance with Section 3 below.

Section 2. Authority.

Except where otherwise provided in the Ohio Revised Code, the Corporation's Articles of Incorporation, or this Code of Regulations, the full authority of the Corporation shall be vested in and exercised by the Board of Directors. Any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine, so long as not otherwise prohibited.

Section 3. Election of and Term of Office of Directors.

Each Director shall hold office for a term of three years commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified. The initial Directors terms may be less than three years so as to create staggered terms. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term. Directors may be reappointed and serve additional terms.

Section 4. Director Vacancies.

a. Except as provided in Section 3 above, the office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall be made by a vote of the remaining directors, though less than a majority of the whole authorized number of Directors.

Section 5. Qualifications.

All Directors are required to obtain a criminal background check, in compliance with Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of

the Board may serve on the governing authority of more than the statutory maximum number of Ohio community schools.

Section 6. Compensation.

Directors may elect to receive compensation pursuant to Ohio Revised Code provisions governing compensation of community school governing authority members. Directors may also be compensated or reimbursed, as authorized and approved by the remaining Directors, for services rendered or expenses incurred in furtherance of the purposes of the Corporation.

Section 7. General Powers of the Board.

The powers of the Corporation shall be exercised, its business and affairs conducted and its property controlled by the Board of Directors, except as otherwise provided in the Articles of Incorporation, amendments thereto, or Chapter 1702 of the Ohio Revised Code.

Section 8. Other Powers.

Without prejudice to the general powers conferred above, the Directors, acting as a Board, shall have the power:

- a. to fix, define and limit the powers and duties of all officers,
- b. to appoint, and at their discretion, with or without cause, to remove, or suspend such subordinate officers, assistants, managers, agents, and employees as the Directors may from time to time deem advisable, and to determine their duties and fix their compensation;
- c. to require any officer, agent, or employee of the Corporation to furnish a bond for faithful performance in such amount and with sureties as the Board may approve;
- d. to designate a depository or depositories of the funds of the Corporation and the officer or officers or other person who shall be authorized to sign notes, checks, drafts, contracts, deeds, mortgages and other instruments on behalf of the Corporation.

ARTICLE III MEETINGS

Section 1. Meetings of the Board.

The Board shall use standard practices of parliamentary procedure.

Annual Meetings of the Board of Directors shall be held each year for the election of officers and for the transaction of any other business which may properly come before the Board.

Regular Meetings of the Board of Directors shall be held at least six times a year (including the Annual Meeting) pursuant to the Ohio Revised Code and at such other times and places as is directed by the Board of Directors.

Special and emergency meetings of the Board may be held at any time upon the call of the Board President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

Except for Special Meetings, written notice of any Board of Directors Meeting shall be communicated to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore, which may be for general purposes. Notice of meetings shall be given to the public as required by Ohio law and Board policy.

Section 2. Meetings Held Through Communications Equipment and Action Without a Meeting.

Unless otherwise prohibited by law, meetings of the Board of Directors or any committee of the Board of Directors may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other, and such participation shall constitute presence at such meeting. Unless otherwise prohibited by law, any action which may be taken at any meeting of the Board of Directors, or any committee of the Board of Directors, may be taken without a meeting by unanimous consent of the Directors who are entitled to vote on such action evidenced by a writing or writings signed by all of the members of the Board or of such committee who are entitled to vote on such action, as the case may be. The writing or writings evidencing such action taken without a meeting shall be filed with the Secretary of the Corporation and inserted by the Secretary in the permanent records of the Corporation relating to meetings of the Board or of its committees. The preceding notwithstanding, no meeting may be held through the use of communications equipment and no action without a meeting may be taken at any time during which the Corporation holds a charter as a community school under Chapter 3314 of the Ohio Revised Code or is otherwise subject to Section 121.22 of the Ohio Revised Code.

Section 3. Quorum.

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

Section 4. Vote of Directors.

All matters submitted to a vote at any meeting at which a quorum is present shall be determined by a majority vote of the members entitled to vote.

Section 5. Executive Session.

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

ARTICLE IV OFFICERS

Section 1. Election of Officers.

The Board of Directors shall elect as Officers of the Corporation a President, Secretary, and a Treasurer, and may elect such Vice Presidents and assistant officers as the Board from time to time deems appropriate. Each Director shall be entitled to vote only for one (1) person for each office to be elected. An individual may hold more than one (1) office of the Corporation, provided however, that no person shall execute, acknowledge or verify an instrument in more than one capacity. The duties of the Officers shall be as follows:

a. President. The President shall be the active executive officer of the Corporation and shall exercise supervision over the business of the Corporation and over its several officers, subject, however, to the control of the Board of Directors. The President shall preside at all meetings of the Board of Directors. He/She shall have authority to sign all deeds, mortgages, bonds, contracts, notes and other instruments requiring his/her signature; and shall have all the powers and duties prescribed by the General Corporation Act; appoint all committee chairs and committee members; assist in conducting new board member orientation; recruit new board members; act as spokesperson for the organization; periodically consult with board members on their roles and help them assess their performance; and such other duties as from time to time may be assigned to him/her by the Board of Directors.

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

c. Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. He/She shall keep such books as may be required by the Board of Directors and file all reports to states, to the Federal government, and to foreign countries. The Secretary shall be required to give notice of meetings of the Directors, and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature. The Board may assign, by way of resolution or contract, the Secretary's recording and notice duties to an employee, contractor, or other individual.

d. Treasurer. The Treasurer shall monitor the financial affairs of the Corporation. So long as the Corporation is operating a community school defined in Chapter 3314 of the Ohio Revised Code, the Board of Directors shall appoint an Assistant Treasurer to act as the corporation's designated Fiscal Officer who shall hold such licenses and receive such training as required by Ohio law.

e. Designated Fiscal Officer. The Board shall have a Designated Fiscal Officer as required by Ohio Law. The Fiscal Officer shall hold the office of Assistant Treasurer. The Fiscal Officer may be an employee or independent contractor hired by the Board. The Fiscal Officer shall have general supervision of all finances; he/she shall receive and have in his/her charge all money, bills, notes, deeds, leases, mortgages and similar property belonging to the Corporation, and shall do with same as may from time to time be required by the Board of Directors. The Fiscal Officer shall not be considered a member of the Board, as that term is used in this Code of Regulations.

The Fiscal Officer shall understand financial accounting for non-profit organizations; manage the Board's review of and action related to the Board's financial responsibilities; work with any management organizations or other service providers as needed to ensure that appropriate financial reports are made available to the Board on a timely basis; work with the board to develop and recommend annual budgets ; and review and answer Board members' questions about the annual audit. The Fiscal Officer shall cause to be kept adequate and correct accounts of assets and liabilities, receipts, disbursements, gains, losses, together with such other accounts as may be required, and, upon his/her removal as Fiscal Officer shall turn over to the Board of Directors or a successor Fiscal Officer as directed by the Board, all property, books, papers, and money of the Corporation in his/her control; and he/she shall perform such other duties as from time to time may be assigned to him/her by the Board of Directors.

Section 2. Assistant and Subordinate Officers.

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

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

Section 3. Duties of Officers May be Delegated.

In the absence of any officer of the Corporation, or for any other reason, which the Board of Directors may deem sufficient, the Board of Directors may delegate, for the time being, the powers and duties, or any one of them, of such officer to any other officer or to any Director, so long as not otherwise prohibited.

Section 4. Qualifications and Authority of Officers.

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

Section 5. Term of Office.

The officers of the Corporation shall hold office for one year. The number of terms of such Officers is not hereby limited.

Section 6. Resignation and Removal.

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

Section 7. Officer Vacancies.

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

ARTICLE V COMMITTEES

The Corporation may have Standing or Special Committees to perform such functions as the Board of Directors may authorize and direct. The chairpersons of such committees shall be selected by the President or the Board from among its members. Committee members shall be appointed by the President or the Board.

ARTICLE VI BOARD POLICIES

Section 1. Nondiscriminatory Policy

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

Section 2. Conflicts of Interest Policy

The Corporation shall adopt a conflicts of interest policy to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or other interested person. In addition to the ongoing obligation to disclose any conflicts of interest, each member shall annually sign a conflict of interest/disclosure statement.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification.

The Corporation shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a Director or Officer of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation, proceeding, claim or other matter therein, and the Corporation as deemed proper by the Board of Directors may indemnify any other person, against any and all costs and expenses (including attorney fees, judgments, fines, penalties, amounts paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any action, suit, investigation, proceeding, claim, or other matter therein, whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named or otherwise becomes or is threatened to be made a party by reason of being or having been a Director, Officer, employee, volunteer, advisor, fiduciary, or other agent of or in a similar capacity with the Corporation.

Each request by or on behalf of any person who is or may be entitled to indemnification for reason other than by being or having been a Director or Officer of the Corporation shall be reviewed by the Board of Directors, and indemnification of such person shall be authorized by said Board only if it is determined by said Board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any,

it is determined by said Board or by written opinion of legal counsel designated by said Board for such purpose that indemnification is contrary to applicable law.

Section 2. Insurance.

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

ARTICLE VIII CONFLICT WITH ARTICLES OF INCORPORATION

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

ARTICLE IX DISSOLUTION

The Corporation may be dissolved by the Board of Directors at any time, provided that upon dissolution the Corporation shall distribute its assets to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the "Internal Revenue Code of 1986," as amended. Notwithstanding the foregoing, to the extent permitted by Chapter 1702 of the Revised Code, at any time during which this Corporation is a community school under the laws of Ohio, it shall be subject to R.C. 3314.074.

ARTICLE X FISCAL YEAR

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/30/2016	201608903254	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00	0.00

Receipt

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

OHIO CONSTRUCTION ACADEMY
AMBER SHAEFFER
2791 MOGADORE ROAD
AKRON, OH 44312

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
2179059

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

OHIO CONSTRUCTION ACADEMY

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

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 03/28/2016

Document No(s):

201608903254



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
30th day of March, A.D. 2016.

Ohio Secretary of State



Form 521 Prescribed by:

JON HUSTED
 OHIO SECRETARY OF STATE

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

 www.OhioSecretaryofState.gov
 busserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

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

 Expedite Filing (Two business day processing time.
 Requires an additional \$100.00)

 P.O. Box 1390
 Columbus, OH 43216

2016 MAR 28 AM 8:37

Statutory Agent Update

Filing Fee: \$25

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

- ☒ Corp (165-AGS)
- ☐ LP (165-AGS)
- ☐ LLC (171-LSA)
- ☐ Business Trust (171-LSA)
- ☐ Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

- ☐ Corp (145-AGA)
- ☐ LP (145-AGA)
- ☐ LLC (144-LAD)
- ☐ Business Trust (144-LAD)
- ☐ Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

- ☐ Corp (155-AGR)
- ☐ LP (155-AGR)
- ☐ LLC (153-LAG)
- ☐ Partnership (153-LAG)
- ☐ Business Trust (153-LAG)
- ☐ Real Estate Investment Trust (153-LAG)

Name of Entity Charter, License or Registration No. Name of Current Agent **Complete the information in this section if box (1) is checked**

Name and Address of New Agent

Name of Agent

Mailing Address

City

State

Zip Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, Amber Shaeffer, named herein as the
Name of Agent

statutory agent for Ohio Construction Academy, hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:

Amber Shaeffer
Individual Agent's Signature/Signature on behalf of Business Serving as Agent

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

New Address of Agent

Mailing Address

City

Ohio

State

Zip Code

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

City

State

Zip Code


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

Required

Agent update must be signed by an authorized representative (see instructions for specific information).

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

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



Authorized Representative

By (if applicable)

Amber Shaeffer

Print Name

Authorized Representative

By (if applicable)

Print Name

General Information

School Name: Ohio Construction Academy

Physical Address: 1725 Jetway Blvd
Columbus, Ohio 43219

Phone Number: (614) 532-1863 **Fax Number:**

County: Franklin County

Grade Levels Served: 9-12 **Grade Levels in Contract:** 9-12

Public School District: Columbus City Schools

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

The school is subleasing one half of the facility and will be occupying approximately 4 classroom sized spaces, offices, restrooms, and a warehouse spaced to be used as a workshop.

Financial Information

Lease Information

Monthly Payment: \$4,731.67 **Annual Payment:** \$56,780

Lease Start Date: July 1, 2020 **Lease Expiration Date:** June 30, 2021

Mortgage Information

Monthly Payment: N/A **Annual Principal:** N/A

Annual Interest Payment: N/A

Landlord Information

Name of Landlord / Lender:	Central Ohio Chapter, Associated Building and Contractors Inc	Relationship to the Operator:	None
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Is there any relationship or conflict of interest between the Landlord/Lender and Operator of the school? (This includes individuals with ownership stakes.)

	Yes
<u>XX</u>	No

SUBLEASE "RENEWAL" AGREEMENT

This Sublease Renewal Agreement (the "Renewal") is entered into and will be effective August 1, 2020 (the "Effective Date") by and between **CENTRAL OHIO CHAPTER, ASSOCIATED BUILDERS AND CONTRACTORS, INC.**, an Ohio non-profit corporation, whose address is 1725 Jetway Blvd., Columbus, Ohio 43219, ("Sublessor") and **OHIO CONSTRUCTION ACADEMY**, an Ohio community school organized under Chapters 1702 and 3314 of the Ohio Revised Code, whose address is 1725 Jetway Blvd., Columbus, Ohio 43219 ("Sublessee").

WHEREAS, Holdings S&S, LLC, successor in interest to Comm Real Estate, Ltd. (the "Primary Lessor"), as lessor, and Sublessor, as lessee, entered into a certain Lease Agreement dated as of the 29th day of September, 2009, as amended on May 17, 2013, and amended again on January 22, 2016 (together the "Building Lease"), whereby Sublessor leased the building located at, and known as, 1725 Jetway Blvd., Columbus, Ohio 43219 (the "Building") from the Primary Lessor.

WHEREAS, Sublessor desires to renew its subleased portion of the Building to the Sublessee and the Sublessee wishes to renew its subleased portion of the Building from the Sublessor.

WHEREAS, the Primary Lessor has provided its express written consent to this Renewal, with all previous terms to remain but for the following provisions set forth herein.

WITNESSETH

1. **Renewals.** This Renewal shall be for a term of one (1) year commencing on July 1, 2020 and continuing until June 30, 2021. This Renewal may be again renewed on an annual basis upon such terms as the Parties may mutually agree upon. For purposes of this Renewal, a "Lease Year" will be the period from July 1 through June 30 of each calendar year. If either of the Parties desire to terminate this Lease at the end of the then-current Lease Year, such Party shall provide written notice to the other of its intent to terminate no later than sixty (60) days prior to the conclusion of such Lease Year.
2. **Rent.** During the Renewal, Sublessee agrees to pay Sublessor annual base rent for the Premises in the amount of Fifty-Six Thousand, seven hundred and Eighty 00/100 Dollars (\$56,780.00) payable in equal monthly installments of Four Thousand Seven Hundred and Thirty-One and 67/100 Dollars (\$4,731.67). Monthly installments will be due and payable on or before the fifth day of each month, commencing on July 1, 2020. Rental payments hereunder will be made by Sublessee to Sublessor and delivered, either personally or by mail, at 1725 Jetway Blvd., Columbus, Ohio 43219.
3. **Entire Sublease.** This Renewal is fully-integrated and constitutes the entire Sublease and understanding of the parties. This Renewal supersedes all prior and contemporaneous representations and understandings of the parties. No supplement,

modification, or amendment of this Sublease shall be binding unless executed in writing.

[The remainder of this page is intentionally left blank. Signature pages immediately follow.]

IN WITNESS WHEREOF, Central Ohio Chapter, Associated Builders and Contractors, Inc. and the Governing Board of the Ohio Construction Academy, having declared their intentions to be bound contractually by all of the terms and conditions set forth in this Sublease, have hereunto set their hand as of the date first above stated.

SUBLESSOR:

CENTRAL OHIO CHAPTER,
ASSOCIATED BUILDERS AND
CONTRACTORS, INC.

By: [Signature]
Name: BARRY WALKER
Title: PRESIDENT

SUBLESSEE:

GOVERNING BOARD OF THE OHIO
CONSTRUCTION ACADEMY

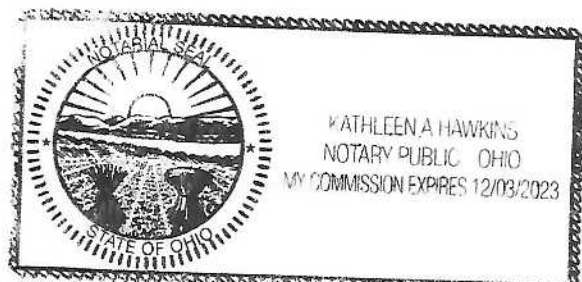
By: [Signature]
Name: BARRY C. FONAROW
Title: BOARD PRESIDENT

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Barry C. Fonarow, as Board President of the Central Ohio Chapter, Associated Builders and Contractors, Inc. who acknowledged that he/she executed the foregoing instrument and that the same is his/ her free act and deed and the free act and deed of Central Ohio Chapter, Associated Builders and Contractor, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of June, 2018. 30

Kathleen A. Hawkins
Notary Public



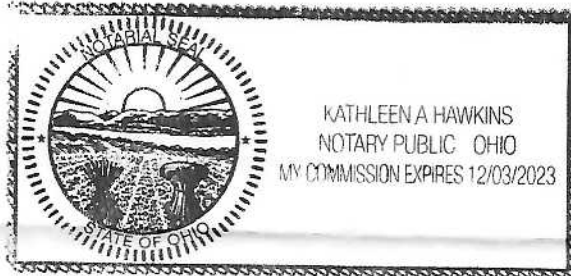
STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Barton Hacker, as President of the Governing Board of the Ohio Construction Academy, who acknowledged that he/ she executed the foregoing instrument and that the same is his/her free act and deed and the free act and deed of the Governing Board of the Ohio Construction Academy.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of June, 2018. 20

Kathleen A. Hawkins
Notary Public

y:\24147\13 contracting w sam\sublease agreement - dkv2 clean.docx[6/1/20:gms]



SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is entered into and will be effective as of July 1, 2015 (the "Effective Date") by and between **CENTRAL OHIO CHAPTER, ASSOCIATED BUILDERS AND CONTRACTORS, INC.**, an Ohio non-profit corporation, whose address is 1725 Jetway Blvd., Columbus, Ohio 43219, ("Sublessor") and **OHIO CONSTRUCTION ACADEMY**, an Ohio community school organized under Chapters 1702 and 3314 of the Ohio Revised Code, whose address is 1725 Jetway Blvd., Columbus, Ohio 43219 ("Sublessee").

WHEREAS, Comm Real Estate, Ltd., successor in interest to Cooper & Mayer Realty, Ltd. (the "Primary Lessor"), as lessor, and Sublessor, as lessee, entered into a certain Lease Agreement dated as of the 29th day of September, 2009, as amended on May 17, 2013 (together the "Building Lease"), whereby Sublessor leased the building located at, and known as, 1725 Jetway Blvd., Columbus, Ohio 43219 (the "Building") from the Primary Lessor. The first two (2) and last two (2) pages of the Building Lease, as amended, are attached hereto for identification purposes as Exhibit "A".

WHEREAS, Sublessor desires to sublease a portion of the Building to the Sublessee and the Sublessee wishes to sublease a portion of the Building from the Sublessor.

WHEREAS, the Primary Lessor has, prior to the Effective Date, provided its express written consent to this Sublease, on the terms set forth herein.

WITNESSETH

1. **Premises.** Sublessor, in consideration of the hereinafter stipulated rents to be paid and covenants to be observed by Sublessee, does hereby demise and sublease to Sublessee, and Sublessee does hereby rent from Sublessor, all of Sublessor's rights and interests in and to that portion of the real property, buildings and improvements located at 1725 Jetway Blvd., Columbus, Ohio 43219, Franklin County, Ohio, more fully described on Exhibit "B", attached hereto and incorporated herein by reference (the "Premises"). Although not explicitly included as part of the Premises, Sublessee may utilize other portions of the Building and Sublessor's parking lot provided that such use shall not in any way materially interfere or hinder Sublessor's use of the same. Furthermore, Sublessor reserves the right to designate certain reasonably sufficient parking spaces in the parking lot for Sublessee's use, as well as to impose reasonable regulations and restrictions on Sublessee's use of the parking lot. Sublessor and Sublessee (together the "Parties") agree to cooperate in negotiating the use of the parking areas adjacent to the school building, including but not limited to designated areas for drop off and pick up of students, recess, and other school functions.
2. **Lease Contingency.** This Sublease is subject to and contingent upon Sublessee, or the school operating from the Premises (the "School"), obtaining all necessary certificates and permits required in order for the School to operate as a public community school in the State of Ohio.

3. **Initial Term and Renewals.** This Sublease shall be for an initial term of one (1) year commencing on the Effective Date and continuing until June 30, 2016 (the "Initial Term"). After the Initial Term, this Sublease may be renewed on an annual basis upon such terms as the Parties may mutually agree upon (each a "Renewal Term"). For purposes of this Sublease, a "Lease Year" will be the period from July 1 through June 30 of each calendar year. The Initial Term and Renewal Terms, if any, shall be referred to collectively as the "Term". If either of the Parties desire to terminate this Lease at the end of the then-current Lease Year, such Party shall provide written notice to the other of its intent to terminate no later than sixty (60) days prior to the conclusion of such Lease Year.
4. **Use.** Sublessee shall operate and use the Premises exclusively for charitable and educational purposes, within the meaning of Section 501(c) of the Internal Revenue Code of 1986, as amended, to operate a community school pursuant to and as permitted by the laws of the State of Ohio.
5. **Rent.** During the Initial Term, Sublessee agrees to pay Sublessor annual base rent for the Premises in the amount of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) payable in equal monthly installments of Two Thousand and 00/100 Dollars (\$2,000.00) which monthly installments will be due and payable on or before the first day of each month, in advance, commencing on July 1, 2015. Rental payments hereunder will be made by Sublessee to Sublessor and delivered, either personally or by mail, at 1725 Jetway Blvd., Columbus, Ohio 43219, or at such other place as Sublessor may from time to time designate in accordance with Section 22 of this Sublease. The Parties expressly acknowledge and agree that it is their intent to renegotiate the annual rent for each Renewal Term based, at least in part, on student enrollment at such time.
6. **Condition of Premises.** Sublessee hereby agrees to accept the Premises "AS IS." Sublessor shall have no obligation to clean, modify or otherwise prepare the Premises for occupancy by Sublessee. Sublessee shall not place any signs or banners on the exterior of the Building without the written consent of Sublessor.
7. **Taxes.** Sublessee shall be responsible for fifty percent (50%) of Real Estate Tax Expenses attributed to the Premises during the Term of this Sublease. For purposes of this Sublease, "Real Estate Tax Expenses" means all real estate taxes and assessments, both general and special, and any other tax or charge levied in lieu of or in substitution for real estate taxes, imposed by federal, state or local government or any other taxing authority having jurisdiction over the real property, the building and all other improvements constituting the Premises, and all expenses incurred in negotiating, reviewing, administering, appealing or contesting such taxes and assessments. Sublessor shall transmit any bill containing Real Estate Tax Expenses to Sublessee, or to any permitted sub-lessee thereof, and, upon receipt thereof, Sublessee, or such permitted sub-lessee, will pay to Sublessor, or directly to such federal, state or local government or other taxing authority as Sublessor designates in writing, its fifty percent

(50%) portion of applicable Real Estate Tax Expenses and provide proof of payment thereof to Sublessor.

8. **Utilities.** Sublessee shall contract in its own name and shall pay for all water usage charges, sewer charges, and charges for electricity, gas, heat, hot water, refuse removal and any other utilities supplied to, or used or consumed on or about, the Premises. In the event that such utilities and expenses may not be contracted separately, Sublessor shall pay all such charges which accrue with respect to the Premises and will invoice the cost thereof (in reasonable detail and category) to Sublessee and Sublessee shall pay such invoices within ten (10) days of receipt.

Sublessee's use of any and all such utility services shall never exceed the capacity of the mains, feeders, ducts, conduits, outlets, risers, wiring, piping, duct work or other means of distribution of such service within the Premises.

Sublessor shall not be liable to Sublessee for damages or otherwise:

- (a) If any utility shall become unavailable from any public utility company, public authority or any other person or entity supplying or distributing such utility; or
 - (b) For the interruption in any utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements, or by any cause beyond Sublessor's reasonable control. Any such interruption of service shall not constitute a default, termination or eviction, constructive or otherwise, pursuant to the terms of this Sublease. No abatement of rent shall occur as a result of any interruption in any utility service, unless agreed upon by Sublessor in writing.
9. **Maintenance and Repair of Premises.** Sublessee, at all times during the Term of this Sublease, at Sublessee's sole expense:
- (a) Shall keep and maintain, in a clean, healthy and orderly condition and in a good state of repair, all portions of the interior of the Premises; and
 - (b) Shall keep and maintain, in a clean, healthy and orderly condition and in a good state of repair, all improvements now or hereafter constructed or installed on the Premises, including, without limitation, all utility, electrical, plumbing, heating and air conditioning fixtures and systems which are situated within the Premises; and
 - (c) Shall keep and maintain, in a clean, healthy and orderly condition and in a good state of repair, all fixtures and other personal property which are situated within the Premises.
-

Sublessor, at all times during the Term of this Sublease, at Sublessor's sole expense, shall keep and maintain, in a clean, healthy, and orderly condition and in a good state

of repair, all portions of the exterior of the Premises, including, without limitation, the exterior walls, foundation, roof, gutters, downspouts, and supporting members thereof. Except as otherwise set forth herein, Sublessor shall have no duty or obligation to make any maintenance, repairs or replacements.

Sublessee, upon expiration or other termination of this Sublease, shall deliver up and surrender to Sublessor possession of the Premises and all improvements thereon in as good of a condition and repair as the Premises were upon the Effective Date, ordinary wear and tear only accepted. Sublessee hereby acknowledges and agrees that it shall be solely responsible for all cleaning and/or janitorial services for the Premises, and Sublessor shall not provide the same.

10. **Fire and Casualty.** If the Premises shall be damaged as a result of a fire or other casualty, and the cost to repair such damage does not exceed Fifty Thousand Dollars (\$50,000.00) or, if Sublessor in its sole and absolute discretion determines that such repairs or restoration can be completed within ninety (90) working days (subject to force majeure or seasonal restrictions), then this Sublease shall continue in full force and effect, without abatement of rent, and Sublessor shall, except as otherwise permitted below, promptly upon receipt of the proceeds of insurance as a result thereof, restore or repair such damage; provided, however, if Sublessor shall not be obligated to repair or restore any alteration or improvement installed by Sublessee, and Sublessor shall not be obligated to expend any sums in excess of the insurance proceeds actually received by Sublessor on account thereof.

If the Premises are damaged or destroyed as a result of fire or other casualty, and the cost to repair exceeds Fifty Thousand Dollars (\$50,000.00), or the repairs or restoration will take more than ninety (90) working days to complete, as determined by Sublessor in its sole and absolute discretion, then Sublessor will, promptly upon receipt of the proceeds of insurance payable as a result of such fire or casualty, commence to repair and restore such damage; provided, however, Sublessor has not commenced such repairs within one hundred twenty (120) days after the fire or other casualty (unless such commencement is a result of a force majeure and/or seasonal restrictions), then Sublessee may terminate this Sublease upon thirty (30) days written notice to Sublessor; provided, however, if Sublessor commences such repairs and restoration within such thirty (30) day period and thereafter diligently pursues the same to completion, Sublessee's right to terminate shall be null and void.

11. **Condemnation.** If the whole of the building and improvements, or such portion thereof as to render the remainder unsuitable for the purposes for which the Premises are leased, be taken or condemned for any public or quasi-public use or purposes by any competent authority in appropriation proceedings or by any right of eminent domain, then this Sublease shall cease and terminate from the time possession thereof is required for public use.

If any part of the Premises shall be so taken and this Sublease shall not terminate under the provisions above, then Sublessor shall repair and restore the portion not affected by

the taking and thereafter the rent to be paid by Sublessee shall be equitably and proportionately adjusted. The cost of any such repair and restoration work of Sublessor shall not exceed the net proceeds of the condemnation award actually received and retained by Sublessor.

All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premises, shall be the property of Sublessor, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises or otherwise, and Sublessee hereby assigns to Sublessor all of the Sublessee's right, title and interest in and to any and all such compensation. Sublessee shall be entitled to make a separate claim to the condemning authority for its moving expenses and damage to personal property, but only to the extent such claims do not reduce the award payable to Sublessor.

12. **Insurance.** Sublessee, at all times during the Term of this Sublease, and at its sole expense, will procure, maintain and keep in full force and effect risk property insurance (including boiler insurance), plate glass insurance, fire and extended coverage, vandalism and malicious mischief coverage, and special coverage insurance on the building and permanent improvements on the Premises for the full replacement value thereof.

Sublessee, at all times during the Term of this Sublease, and at its sole expense, will procure, maintain and keep in full force and effect general public liability insurance for claims of personal injury, death or property damage occurring in, on, or about the Premises with limits of not less than One Million Dollars (\$1,000,000.00) in respect to death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) in respect to property damage. Sublessor shall be named as additional insured thereunder. The policy or policies of insurance will be issued by a company or companies approved by Sublessor in writing and licensed in the state of Ohio, and will provide that such policy or policies will not be cancelled without the insurance company first giving Sublessor written notice thereof, at least fifteen (15) days before any such cancellation becomes effective.

In the event Sublessee, at any time hereunder, shall refuse or fail to procure the insurance herein required to be maintained by Sublessee, or refuse or fail to keep the same in full force and effect, Sublessor shall have the right, but not the obligation, to procure such insurance and the cost thereof shall be added to the rental amount due hereunder by the first of the month following the date on which Sublessor procured such insurance.

13. **Indemnity.**

(A) To the extent permitted by law, Sublessee shall defend, indemnify and save and hold Sublessor harmless from any claim, action, cause of action, loss, damage, liability, cost and expense, including, without limitation, attorney fees and

litigation related expenses, arising out of any failure of the Sublessee to comply with and perform any of the obligations, requirements and provisions of this Sublease or arising out of any use, non-use, possession, occupation, operation, maintenance or management of the Premises, or arising out of any work or thing required by Sublessee to be done in, on or about the Premises pursuant to the terms of this Sublease, or arising out of any negligence, or intentional or willful misconduct, of Sublessee, its agents, employees or invitees, in, on or about the Premises.

- (B) Sublessor shall defend, indemnify and save and hold Sublessee harmless from any claim, action, cause of action, loss, damage, liability, cost and expense, including, without limitation, attorney fees and litigation related expenses, arising out of any failure of the Sublessor to comply with and perform any of the obligations, requirements and provisions of this Sublease to be performed by Sublessor, except as herein otherwise excepted or provided.
- (C) The provisions of this Section 13 shall survive the expiration or termination of this Sublease.

14. **Waiver of Subrogation.** Sublessor and Sublessee, for themselves and their respective employees, agents, independent contractors and assigns, each hereby waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers and employees, for any damage to or destruction of persons, property or business, including, without limitation, the improvements constructed on the Premises, which shall occur on or about the Premises and shall result from any of the perils insured under any of the policies of insurance maintained by Sublessor and Sublessee, regardless of cause, provided that such waiver does not serve to limit or cancel any such insurance coverage.

15. **Additions, Alterations or Remodeling.**

- (A) Sublessee, at Sublessee's expense, may complete addition, alteration or remodeling work and may install, maintain and operate fixtures, trade fixtures and other personal property in the Premises with the prior written consent of Sublessor. In no event shall Sublessee do any of the foregoing work to the extent such work would diminish the economic value of the Premises. Sublessee shall comply with all applicable laws and regulations with respect thereto, and, to the extent permitted by law, Sublessee will indemnify, save and hold Sublessor, along with its successors and assign, harmless from any and all mechanic's liens that may be filed against the Premises in connection with any such addition, alteration, extension or modification to the Premises as herein permitted. Sublessee shall have the right to contest the validity of any such lien or claim filed or asserted against the Premises, if Sublessee shall first put up a bond in accordance with Chapter 1311 of the Ohio Revised Code in order to clear title to the subject real property from said mechanic's lien. All such leasehold

improvements, alterations, additions and expenses to the Premises shall become the property of Sublessor.

- (B) Sublessee, upon the expiration or other termination of this Sublease, and if not in default hereunder, shall have the right to remove from the Premises the trade fixtures installed by Sublessee therein. Sublessee shall promptly, at its sole cost, repair any damage to the Premises resulting therefrom; provided, however, Sublessee shall not remove any additions, alterations, extensions or leasehold improvements unless directed to do so by Sublessor, nor remove any trade fixtures if doing so would result in damage to the Premises. In the event that Sublessee shall fail to remove any such trade fixtures and other personal property from the Premises within thirty (30) days after the end of the Term of this Sublease, Sublessee shall be deemed to waive all rights to any such fixtures and other personal property not so removed, unless Sublessor shall have directed Sublessee to so remove, in which event Sublessor may, in its sole discretion, either remove and store the same at Sublessee's cost and expense, or deem such fixtures and equipment to be abandoned by Sublessee in which case Sublessor shall have no liability for the destruction or other disposition of such fixtures and equipment.

16. **Assignment and Subletting.** Sublessee shall not assign, convey, transfer, mortgage, pledge, or otherwise encumber this Sublease or sublet or permit all or any part of the Premises to be used or occupied by anyone other than Sublessee, without the advanced written consent of Sublessor.

17. **Sublessee Default.**

- (A) If Sublessee shall: (i) fail to pay any installment of rent, installment payment or any other payment or financial obligation due hereunder, promptly on the day when the same shall become due and payable; or if (ii) Sublessee shall fail to perform any of the other terms, covenants or conditions of this Sublease or to be performed by Sublessee, or if Sublessee shall commit any waste or unnecessary damage to or upon the Premises; or if (iii) if the leasehold estate or interest of Sublessee in the Premises shall be taken by or subject to any execution, levy or other process of law; and if Sublessee shall continue to be in default as herein defined for a period of seven (7) days after notice by Sublessor of such default, then in such event, and without any further notice, Sublessor may:

- (1) Either with or without termination of this Sublease, demand and collect, or pursue and recover if necessary, from Sublessee damages in an amount equal to the rent herein provided for and any other charges or obligation to be paid by Sublessee hereunder for any Initial Term or Renewal Term, which shall be deemed to be accelerated and immediately due, together with interest thereon at a rate of ten percent (10%) per annum from the date that such rent was due and payable, all court costs, and reasonable attorney fees and other expenses incurred in the enforcement of this Lease

or any rights hereunder (provided however that Sublessor shall use its good faith best efforts to mitigate, in a commercially reasonable fashion, the foregoing claims); and/or

(2) Enter into possession of the Premises, or any part thereof, whether with or without process of law, and expel Sublessee, or any other person or entity occupying the Premises, using such force as may be necessary so to do, and repossess and enjoy the Premises as in Sublessor's former estate; and/or

(3) Commence and prosecute any action against Sublessee, whether in forcible entry and detainer, ejectment or otherwise, or obtain a judgment to recover possession of the Premises and levy or execution thereon; and any such reentry by Sublessor, whether under this Subparagraph (3) or the above Subparagraph (2), shall not be construed as an election to terminate this Sublease and to declare the term hereunder ended. Unless this Sublease is expressly terminated in such manner, any such reentry by Sublessor shall not be deemed to absolve or discharge Sublessee from any of Sublessee's obligations and liabilities for and during the balance and remainder of the term of this Sublease.

(B) In the event Sublessor shall have elected to reenter on or take possession of the Premises, then Sublessor, either with or without terminating this Lease, may lease the Premises, or any part thereof, for such term, rent and upon such other provisions and conditions as Sublessor may deem advisable, and Sublessor may execute any such lease as Sublessor may deem advisable.

Sublessor may make repair and alterations to the Premises in order to render the Premises in a suitable and desirable condition for reletting in such manner and to such extent as Sublessor may deem necessary. In addition to all rent and other charges and obligations required to be paid by Sublessee hereunder, Sublessee shall be liable to Sublessor for any and all reasonable costs and expenses for such reletting, including the cost of any such repairs or alterations to the Premises.

(C) On expiration or termination of this Sublease for any reason, or upon any termination of Sublessee's right to possession without termination of this Sublease:

(1) Sublessee shall immediately surrender possession of and vacate the Premises to Sublessor. In any event, Sublessor may enter into and repossess the Premises in the same manner and to the same extent, and any such repossession shall not relieve nor release Sublessee of any liability or obligation hereunder; and

- (2) Sublessor may remove from the Premises any and all trade fixtures, equipment and other personal property of Sublessee found therein, subject to Sublessee's right to do so as provided herein.
- (D) Following service of any notice of default on Sublessee, as herein provided, or the commencement of any action against Sublessee, whether at law or in equity, or any final judgment obtained in any such action, Sublessor may accept, receive and collect any and all rent, other charges or obligations, and cost and expenses, as herein provided, and such acceptance, collection or receipt shall not operate as a waiver of such default nor affect the validity of such notice of default, action or judgment.
- (E) Sublessor's rights and remedies hereunder shall not be limited to those prescribed above, and shall not be construed to be in lieu of, but shall be deemed to be cumulative and in addition to, any and all common law, whether equitable or legal, and statutory, rights and remedies, now or hereafter available to Sublessor.
18. **Inspection of Premises.** Sublessee agrees to permit Sublessor, and the authorized representatives of Sublessor, to enter into the Premises at all reasonable times for the purpose of inspection and the making of any necessary repairs to the Premises. Nothing in this Sublease shall imply any duty upon the part of Sublessor to do any such work which under any provision of this Sublease Sublessee may be required to perform. The performance thereof by Sublessor shall not constitute a waiver of Sublessee's default in failing to perform the same. Sublessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Sublessee by the making of any such repairs or the performance of any such work.
19. **Compliance with Laws and Ordinances.** Sublessee will comply with all federal, state, county and city laws and ordinances and rules and regulations of any duly constituted authority affecting or respecting the Premises or the use or occupancy of the same, including the business at any time thereof transacted by Sublessee.
20. **Premises to be Free of All Liens.** Sublessee shall keep the Premises free and clear from any and all liens, encumbrances, forfeitures and penalties arising from, through or by the acts of Sublessee, its agents and employees.
21. **Quiet Enjoyment.** Sublessor covenants and warrants to Sublessee that, so long as Sublessee is not in default hereunder, Sublessee's quiet and peaceable enjoyment of the Premises shall not be disturbed.
22. **Notice.** All notices required hereunder or required by law shall be in writing, and shall be deemed properly delivered when and if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, address to the parties hereof at the respective addresses set forth below or at such other addresses as they may notify the other party by written notice in accordance herewith:

Sublessor:

Central Ohio Chapter, Associated Builders and Contractors, Inc.
c/o: _____
1725 Jetway Blvd.
Columbus, Ohio 43219

Sublessee:

Ohio Construction Academy
c/o: _____
1725 Jetway Blvd. Columbus, Ohio 43219

With a copy to:

Summit Academy Management
c/o: _____
2791 Mogadore Road
Akron, Ohio 44312

23. **Drafting and Captions.** This Sublease shall be deemed to have been drafted by both parties and no ambiguity shall be construed against any party based upon the assumption that such party drafted the language then at issue. The captions of this Sublease are included only for the purposes of convenient reference and in no way define, limit, or prescribe the scope or intent of this Sublease or any part hereof.
24. **Entire Sublease.** This Sublease is fully-integrated and constitutes the entire Sublease and understanding of the parties. This Sublease supersedes all prior and contemporaneous representations and understandings of the parties. No supplement, modification, or amendment of this Sublease shall be binding unless executed in writing.
25. **Binding Effect.** Except as otherwise herein specifically provided, the provisions of this Sublease shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, personal representatives, successors, and assigns of the parties.
26. **Applicable Law.** This Sublease shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties irrevocably consent to the exclusive jurisdiction of the Court of Common Pleas of Franklin County, Ohio for adjudication of any matter arising in connection with this Lease unless such matter also involves the Indemnification Agreement of June 1, 2013 between Sublessee and Sublessor, in which case the parties irrevocably consent to the exclusive jurisdiction of the Court of Common Pleas of Franklin County, Ohio.

27. **Memorandum of Sublease.** This Sublease shall not be recorded, but a Memorandum of this Sublease may be recorded at the request of either party, at the requesting party's sole cost and expense.
28. **Waiver.** No waiver of any portion of this Sublease shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party granting such waiver.
29. **Severability.** The invalidity or unenforceability of any provision of this Sublease shall not affect the other provisions hereof, and this Sublease shall be construed in all respects as if such invalid or unenforceable provision were omitted.
30. **Counterparts.** This Sublease may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument.
31. **Termination.** Sublessee may terminate this Sublease at any time with written notice to Sublessor should the School using the Premises cease operations.

[The remainder of this page is intentionally left blank. Signature pages immediately follow.]

IN WITNESS WHEREOF, Central Ohio Chapter, Associated Builders and Contractors, Inc. and the Governing Board of the Ohio Construction Academy, having declared their intentions to be bound contractually by all of the terms and conditions set forth in this Sublease, have hereunto set their hand as of the date first above stated.

SUBLESSOR:

CENTRAL OHIO CHAPTER,
ASSOCIATED BUILDERS AND
CONTRACTORS, INC.

By: [Signature]

Name: Charles Fenske

Title: Chairman

SUBLEESSEE:

GOVERNING BOARD OF THE OHIO
CONSTRUCTION ACADEMY

By: [Signature]

Name: Barry C. Fomaron

Title: Board Chairman

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared CHARLES G. FENSKE, as CHAIRMAN of the Central Ohio Chapter, Associated Builders and Contractors, Inc. who acknowledged that he/she executed the foregoing instrument and that the same is his/ her free act and deed and the free act and deed of Central Ohio Chapter, Associated Builders and Contractor, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19 day of JUNE, 2015.



[Signature]
Notary Public

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Barry C Fowarow, as Board Chairman of the Governing Board of the Ohio Construction Academy, who acknowledged that he/ she executed the foregoing instrument and that the same is his/her free act and deed and the free act and deed of the Governing Board of the Ohio Construction Academy.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of June, 2015.

Kathleen A. Hawkins
Notary Public

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Kathleen A. Hawkins
Notary Public, State of Ohio
My Commission Expires 12-08-2018

Governing Authority Composition

Ohio Construction Academy

<u>Name</u>	<u>Email Address</u>
Berens, Penn	pennberens@mac.com
Fonarow, Barry	bfonarow@haughn.com
Foor, Matt	m.foor@ptsworks.com
Hacker, Gale	galehacker@outlook.com
Murphy, Robert	rmurphy452@gmail.com

Contact the members by mail:
1725 Jetway Blvd, Columbus, Ohio 43219

Contact the members by phone:
(614) 532-1863

Uploaded: March 2020

ARTICLE II BOARD OF DIRECTORS

Section 1. Management.

The Board of Directors shall be the governing body of the Corporation responsible for the management of the affairs of the Corporation in furtherance of its purposes. The Corporation shall have a Board of Directors consisting of no less than five members; all of whom shall be appointed each year to hold office in accordance with Section 2 below. No present or former member, or immediate family member of the Board of Directors shall be an owner, employee, or consultant of any nonprofit or for profit operator or sponsor of a community school unless at least one year has elapsed since the conclusion of the person's membership.

Section 2. Authority.

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

Section 3. Election of and Term of Office of Directors.

Each Director shall hold office for a term of three years commencing on the day of the meeting at which the Director was elected and ending on the day of the third annual meeting thereafter or until successor Directors are elected and qualified.. Prior to the expiration of each Director's term, the remaining Board of Directors shall appoint, by majority vote, a replacement Director who shall serve a three year term commencing upon the expiration of each initial Director's term. Directors may be reappointed and serve additional terms.

Section 4. Director Vacancies.

a. Except as provided in Section 3 above, the office of any Director shall become vacant upon his or her death, failure to qualify, removal or resignation as a Director. Any Director's office shall likewise become vacant if he or she shall be declared of unsound mind or otherwise incompetent by order of a court having jurisdiction, or if he or she shall be adjudicated as bankrupt or shall make an agreement for the benefit of his or her creditors.

b. A vacancy among the Directors shall be filled by the appointment of a successor Director to serve for the portion of the term remaining. Such appointment shall made by a vote of the remaining directors, though less than a majority of the whole authorized number of directors.

Section 5. Qualifications.

All Directors are required to obtain a criminal background check, as required by Chapter 3314 of the Ohio Revised Code. A Director may not serve on the Board if he or she has been convicted of, or plead guilty to, a disqualifying offense applicable to his or her position as set forth under Ohio law. At any time during which this Corporation is a community school under the laws of Ohio, no member of the Board may serve on the governing authority of more than one other Ohio community school while a member of this Board.

Ohio Construction Academy

Attachment 4 – Educational Plan

Effective Date: July 1, 2020

Mission, Vision, and Core Values

Mission

OCA's mission is to provide high school students an innovative educational opportunity to explore construction-related careers through an excellent foundation in academics and rigorous, contextual, hands-on curriculum.

Vision

The Ohio Construction Academy vision is to bring career technical education into the 21st Century and meet the emerging needs of today's workforce. OCA will ensure its students are provided with a blueprint to success through state-of-the-art, standardized curriculum; blended delivery methods to address individual learning needs; and hands-on learning to prepare them for entry in the construction industry. OCA graduates will be prepared for various pathways, should they choose to progress to higher education, registered apprenticeship, or aspire to management in the construction arena. OCA is readying the craft professionals and construction leaders of the 21st Century.

Core Values

1. Create a productive learning environment featuring high expectations that involve parents, families, and the community.
2. All students are capable of learning and individualized learning promotes student learning.
3. The teaching and learning environment must commit to developing the emotional, intellectual, physical, and social capacity of the whole child, while they contribute to their own educational process.
4. We believe the teaching and learning culture must build positive relationships with all students and their families in order to gain trust and respect while providing an opportunity for active engagement and adapting programs and practices to achieve full student potential.
5. Data driven decisions are based on what's best for students.

The school has a targeted approach to ensure continual academic and operational success which includes high expectations and motivation for students. Further, this approach engages all stakeholders to contribute to the accomplishments of the school. A collaborative effort is employed to assure success in every aspect of achievement. It is imperative that students are provided the necessary tools to experience academic growth. Parents must be directly involved in the process to promote full cooperation. Moreover, the community should be involved, as all students should have a safe and nurturing place to learn of which the community can be proud. The following pictorial representation shows the school's focus and the variables that will be manipulated to lead student success.



Figure 1 EEG Pillars

Educational and Cultural Outline

Curricular Elements

The Ohio Construction Academy was started in 2013 by the ABC Central Ohio Chapter. ABC proposed the development of a 9-12 career-technical community/charter school with the same focus as its current work in providing training to support careers/licensures/certifications within the construction fields. Students enrolled in this community school, known as the Ohio Construction Academy (OCA), would complete a rigorous, academic program that meet all requirements for a diploma in the state of Ohio. The Ohio Construction Academy education program implements evidence-based best practices for 21st Century education environments and provides a positive vocational educational option for students that encourages and supports self-actualization. The Ohio Construction Academy (OCA) shall maintain a career-technical focus in construction-related fields such that students will, upon graduation, be prepared to move into those skilled trade fields, and to continue their post-secondary education through relationships with area colleges and universities.

Ohio Construction Academy's model is built on the concept of empowering students with 21st Century skills. Our curriculum is aligned to Ohio's Learning Standards. The Learning Standards guide all aspects for the learning environment. Content offers both remediation and enrichment for all students. This model enables our students to meet Ohio's Learning Standards and gain critical 21st Century skills.

The knowledge and skills defined in Ohio's Learning Standards are within reach of all of our students. Students will work in teams on projects that require critical thinking and the application of knowledge to real-world situations. This approach makes learning more relevant and allows

students to see a purpose for mastering the state-required skills and gives them an opportunity to develop real-life competencies required for success in the workplace.

The educational approaches that Ohio Construction Academy takes at addressing the needs of the whole child are research based and scientifically sound, with techniques that have been proven to be highly effective with this population. Therefore, Ohio Construction Academy will implement a brick and mortar integrated learning model where a student learns at least part through online delivery of instruction. The Ohio Construction Academy program of blended computer-based instruction is designed in such ways as to allow each student to progress at his or her own pace. This builds success and, in turn, self-confidence. Computer based learning with a multimedia format is highly visual, interactive and more engaging, than getting information solely from traditional academic text.

While some of the students are working at the computers, the other students are instructed individually, working on projects, and/or in small groups to fully understand the material that they have learned and to delve more deeply into related elements. An additional benefit of this learning model is that the use of this format largely frees the students from the typical classroom distractions and disruptions. This maximizes the time students are engaged in learning.

Our teachers employ project based interactive teaching methods supplemented with traditional methods where appropriate. Through this interactive method students take ownership of their learning, as teachers act as facilitators of ideas and concepts. Students are free to explore their interests within a given educational objective. The instructor can truly use all of the tools available to engage the learner and differentiate instruction. The true focus of our educational model is on the students and how various learning modalities affect their education. Students are free to explore and discover situations and solutions using any tool that is available to them and will rely on textbooks, computers, various forms of media, and each other to acquire the critical thinking skills that they will need in the future. Classrooms are set up in centers where students can work either by themselves or in cooperative groups. Students' mastery of a subject is accentuated as they teach each other. Peers mentor and share ideas and problem solving techniques. The school is truly striving to prepare the leaders of the 21st Century.

Learning Standards – Ohio Construction Academy will teach in accordance with the Ohio Learning Standards.

<http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Learning-Standards>
Non-Core Content

Physical Education <http://education.ohio.gov/Topics/Learning-in-Ohio/Physical-Education>

Health <http://education.ohio.gov/Topics/Learning-in-Ohio/Health-Education>

<http://education.ohio.gov/Topics/Learning-in-Ohio/Fine-Arts>

Art Appreciation

Music Appreciation

<http://education.ohio.gov/Topics/Learning-in-Ohio/Social-Studies>

Psychology

Sociology

Geography and World Cultures

Multicultural Studies
Economics and Personal Finance
Financial Literacy

<http://education.ohio.gov/Topics/Learning-in-Ohio/English-Language-Art/English-Language-Arts-Standards>
Creative Writing
Media Literacy
Reading Skills and Strategies
Writing Skills and Strategies

CBI <http://education.ohio.gov/Topics/Career-Tech/Career-based-Intervention-CBI/Career-Based-Intervention-Content-Standards>
Employability
Related Instruction
Vocational Hours

Industry Credentials
Microsoft Office <https://www.microsoft.com/en-us/learning/microsoft-office-specialist-certification-2016.aspx>
Construction <https://www.nccer.org/workforce-development-programs/disciplines>

OSHA <https://www.osha.gov/Publications/osha2254.pdf>

It is imperative that the focus of curricula for the students is based on specific knowledge and skills which are supported by effective instructional practices. The written curriculum for Ohio Construction Academy will be based on the Ohio Model Curricula, which can be accessed using the following link: <http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>. Instructors will employ a variety of strategies to effectively implement the Ohio Model Curriculum. Teachers will incorporate pedagogy which will address visual, auditory and kinesthetic learners. Additionally, students will have opportunities to collaborate and form learning groups, in which they will be guided to take ownership in the learning process. Small group instruction will be provided to students who display learning deficits.

SchoolsPLP shall be the initial, primary curriculum resource. SchoolsPLP's high school curriculum suite contains all subjects and is aligned to the Ohio Learning standards, featuring direct instruction, discussion groups, engaging videos, review, assessment, and independent practice. Teachers customize to fill gaps in knowledge, supplement curriculum with audio, video, and other aides while receiving up-to-date data tracking their students' progress. With over 550 digital curricula options, SchoolsPLP brings together multiple providers to a single platform creating the best learning experience for our students. Key features of Schools PLP include:

- Admin/Teacher/Student communication and messaging
- Question analytics
- Course export ability

- LMS transferrable
- Integrations – SIS, LTI, Google Classroom, Kahn Academy, YouTube, OERs SIS integration
- Credit Recovery, Original Course, Intervention, Honors, AP

This program allows teachers to view student work in real-time, which results in immediate feedback, as it relates to progress needs, assignment completion and to-the-point reporting. In addition, it stimulates communication between the teacher and the student.

The SchoolsPLP curriculum provides the foundation for allowing our students to meet all Ohio high school graduation requirements. The curriculum offers standard-based, aligned courses to fulfill all of the following graduation requirements, as outlined by the Ohio Department of Education.

Complete Ohio Course Requirements	State Minimum
English language arts	4 units
Health	½ unit
Mathematics	4 units ¹
Physical education	½ unit ²
Science	3 units ³
Social studies	3 units ⁴
Electives	5 units ⁵
Other Requirements	
Economics and financial literacy ⁶	
Fine arts ⁶	

Through continual consulting services provided by Fuel Ed, they will help our staff with all aspects of setting up and delivering Common Core-aligned online learning programs. Our teachers will receive direct access to Fuel ED's most seasoned experts in online education who can share their best practices assimilated from supporting more than 2,000 districts with innovative online and blended learning solutions.

Instructional Practices

Our commitment to keeping students safe, loved and learning includes making decisions based on the latest research and practices in order to provide the best possible educational outcome for each and every one of our students. Madeline Hunter's Essential Elements of Effective Instruction (EEEI) will be the framework for all instruction. This will be a district-wide initiative to focus on the fundamentals of quality instruction. The Elements of the lesson cycle must meet the cognitive and affective needs on the learner's mind. The chart below describes the elements of the lesson and the impact on the learner's mind. This framework will be the basis of the lesson cycle that will be utilized throughout all forms of instruction.

Elements of the Lesson Cycle	Impact on the Learner's Mind
Teacher's objective for the lesson	The teacher has clearly in mind the outcome of the lesson: the content and the student "proving" behavior.
Anticipatory Set	Causes the student to transfer any previous knowledge regarding the objective, and consequently, focus on the content.

Lesson Objective – students are told the objective and how they will be held accountable	Causes the student to know exactly what he/she is to learn and what product is to be produced in order to improve mastery of the Common Core.
Purpose of Learning	Causes the student to know why it is important to master this content.
Input	Causes the student to assimilate the information necessary to master the content.
Model	Causes the student to become familiar with the criteria that will make the model correct, so that the follow-up examples make sense. Causes the student to experience a correct model.
Check for Understanding	Causes the student to know whether or not his/her thinking is correct.
Guided Practice	Causes the student to know whether or not his/her thinking is correct.
Closure	Causes the student to reflect on the learning for the purpose of insight and clarification.
Independent Practice	Causes the student to gain fluency by practicing independently.

The state academic content standards guide all aspects for this learning environment. Content offers both remediation and enrichment for all students. Not only does this model enable our students to meet Ohio’s Common Core and gain critical 21st Century skills it allows students to take ownership of the learning by allowing them to explore their personal interests within a given education objective.

At the end of each project, student teams give a presentation from which they receive a grade. It may be a speech or a skit, a slide show or a photo essay, or a multi-media presentation. Students are assessed not just on the content of their project, but also on how well they worked together, organized their ideas, and delivered their presentation. Other students, teachers, and sometimes community members rate the students on their critical thinking skills to the extent to which students answered the driving questions completely and explained the arguments for and against different points of view and on their oral and written delivery skills.

Research to Support School Curriculum and Pedagogy

SchoolsPLP personalized and blended learning platform benefits students, teachers, and administrators. Students gain technological fluency and collaborative skills, while having more flexibility in completing their courses. Administrators will see higher student achievement, which can lead to higher test scores and even increased funding, and they will receive data that can help find weak points in the staff and student body.

Blended learning can take on a variety of forms, from learning taking place entirely online, but with regular check-ins from an instructor; live instruction with an equal amount of online material, or primarily live instruction with occasional online resources. SchoolsPLP allows teachers to customize curriculums and individual learning plans to best suit your needs of our students.

According to Hanover Research (November 2014):

- Blended learning is considered one of the most promising ways to integrate digital tools into a personalized learning framework. As opposed to a strictly face-to-face personalized learning model, which can be exceedingly difficult to bring to scale, the blended (or hybrid) model enables educators to provide tailored instruction at variable paces and to focus on providing individualized attention as necessary. It should be noted that it is difficult for researchers to measure the efficacy of specific digital tools, given the variability of the contexts in which they are used as well as the manner in which educators deploy them.
- Among the most promising strategies for implementing personalized learning include offering competency-based progression pathways, the creation of learner profiles, and customized learning paths. Such strategies enable educators to tailor instruction to student needs and interests and enable students to have agency in determining their educational path. Moreover, these strategies can lead to improved student engagement, which may result in improved academic outcomes.
- Personalized learning, which frequently involves elements predicated on student choice, is considered an effective intervention for increasing student persistence rates. By creating an educational environment in which students receive individual attention, students are able to pursue educational pathways that interest them, and in which students generally feel cared for and about, personalized learning can markedly increase student engagement.

Kulik (2003) used measures of effect size to summarize findings from eight (8) meta-analyses of instructional technology in elementary and secondary schools to show:

- Professional development for teachers and easy access to Internet connected computers for teachers and students enhance the learning effectiveness of instructional technology.
- Computer enrichment programs have positive effects on students' writing, mathematics, and performance in the natural and social sciences. In fact, "simply giving students greater access to computers and Internet resources often results in gains in writing skill."
- The effects of using Integrated Learning Systems (ILS) can be increased by providing more time for students to spend on the ILS instruction and by enabling students to work in pairs on the ILS instruction, rather than individually.
- Student familiarity with and knowledge of computers influences effectiveness of technology-based instruction.
- The effectiveness of simulation programs for helping students to acquire higher order thinking skills can be increased with additional hands-on activities, and when the simulations are used as preparation for further instruction.
- Writing skills programs that provide prompts independent of student requests are most effective.

Since the School's curriculum is technology-enriched, it is critical that safe, ethical and, appropriate use of all technology usage are promoted at the School. The School supports the safe, ethical, and legal use of technology resources. The School will provide for compliance with the acceptable use of technology through appropriate student supervision and filtering techniques and software. These techniques, in addition to blocking inappropriate materials, will automatically notify School staff of such attempts immediately. All School staff will be required to participate in the School's professional development modules on effective use of technology and demonstrate proficiency in delivering and supporting instruction using technology.

We believe strongly in the ideals of Project Based Learning. As explained by the Buck Institute, the emergence of the methods of teaching called “Project Based Learning” (PBL) is the result of two (2) important developments over the last twenty-five (25) years.

- Research in neuroscience and psychology has extended cognitive and behavioral models of learning—which support traditional direct instruction—to show that knowledge, thinking, doing, and the contexts for learning are inextricably tied. We now know that learning is partly a social activity; it takes place within the context of culture, community, and past experiences. Research shows that learners not only respond by feeding back information, but they also actively use what they know to explore, negotiate, interpret, and create. They *construct* solutions, thus shifting the emphasis toward the process of learning. In addition, cognitive research has revealed much more about the nature of problem solving. Education has benefited from this research, as teachers have learned how to effectively scaffold content and activities to amplify and extend the skills and capabilities of students.

A growing body of academic research supports the use of Project Based Learning (PBL) as a way to engage students, motivate students to learn, cut absenteeism, boost cooperative learning, and raise academic achievement. Research studies have demonstrated that PBL can:

- be more effective than traditional instruction in increasing academic achievement on annual state-administered assessment tests (Geier et al., 2008);
- be more effective than traditional instruction for teaching mathematics, science, and social science (Boaler, 1997; Mergendoller, 2007; Walker & Leary, 2008);
- be more effective than traditional instruction for long-term retention, skill development and satisfaction of students and teachers (Strobel & van Barneveld, 2008);
- be more effective than traditional instruction for preparing students to integrate and explain concepts (Capon & Kuhn, 2004);
- improve students’ mastery of 21st century skills (Hmelo, 1998);
- be especially effective with lower-achieving students (Lynch et al., 2005); and,
- provide an effective model for whole school reform (National Clearinghouse for Comprehensive School Reform, 2004)

Assessment

Effective student assessment and data-driven decision making will be core components of the School’s operations. Assessment is the means by which we can measure and ensure student growth. Within the educational climate that exists today, much focus is placed on statewide formal assessments. While all students will participate in the AIR, Ohio Graduation Tests (OGT), Performance-based tests and End of Course Tests, as appropriate, it will not be the central component of instruction as it has become in some schools. Instead, the School will provide a holistic approach toward education that educates students in all areas, not just those tested on the state assessments. The School will implement all of the required Ohio State Tests to measure and monitor student performance. The tests include:

Nationally Normed Assessment

The school will use the ODE approved NWEA MAP assessments for the contract period. Ohio Construction Academy utilizes NWEA MAP to inform instruction, using valid and reliable data

that is offered in real time. MAP measures every student's growth over time, whether or not the State standards change. MAP provides an immediate snapshot of where a student is performing, regardless of grade level. Having instantaneous test results allows staff to create actionable goals to use in the classroom immediately to ensure gaps are being closed in student learning within the same school year. MAP allows staff to be proactive instead of reflective in terms of restructuring instruction as needed.

Data provided by MAP administrations allows the school to reinforce evidence based instructional practice as well as evaluate programs and identify any professional development needs. Last, NWEA MAP allows the school to compare and predict student achievement and growth over time and data is utilized in the OTES model to display SGM via SLO's. The school administers 3 testing sessions per school year (Fall/Winter/Spring) TBT's and the CSLT studies the data and will submit written analysis of the assessment data to the sponsor by June 30th of each school year.

Summative Evaluations

Validity and reliability will be of prime importance and evident in our student assessments, with both nationally norm referenced assessment as well as the standards-based Ohio assessments. The School will use a variety of summative evaluation techniques and instruments including state assessments, and end-of-chapter and end-of-unit tests in Reading, Math, Science, Social Studies, and Writing. Students will be required to demonstrate knowledge acquisition through Unit Tests and Course Completion Exams. These assessments will include both computer- and teacher-scored tests. Computer-scored tests offer immediate and objective feedback, while written responses assess thought processes and supporting evidence. This assessment regimen will ensure that a comprehensive assessment system is in place to provide continuous and accurate information about students' abilities, progress, and needs.

Type of Assessment Measurement and Reporting Frequency

NWEA/Maps	Fall, winter, spring
Quizzes, Tests, and Classroom-Based Assessments	On-going
Assessments in the core content area	As needed by the teacher
Informal assessments such as projects	On-going and running records
Authentic Assessments, such as Project Work	On-going
Ohio Test of English Language Acquisition (OTELA) OELPA	Annually to ELL
Alternate Assessment for Students with Significant Cognitive Disabilities	Annually
Ohio State Tests (End-of-Course Exams)	On-going

Baseline data will be important for identifying the strengths and needs of our students early in

the school year and monitoring their progress over time. To obtain a baseline for student achievement the school will collect the following data:

- Previous school year grades
- Previous scores on EYO Exams or OGT where applicable
- Pre-Test information from a nationally recognized norm referenced instrument, such as NWEA/Maps

Teachers will utilize the data to assist in the development of lesson plans, creation of individual learning plans, and staff development. The assessment system, including evaluation, monitoring, and feedback tools and strategies, will be used in a student-centric way to inform targeted instruction to:

- Identify students' strengths and needs
- Develop student profiles of success
- Identify best practices
- Determine starting points for instruction
- Remove barriers to student learning and continuous improvement
- Differentiate instruction
- Identify immediate intensive interventions
- Re-teach non-mastered content and key concepts
- Determine mastery and grade promotion
- Determine need for additional resources to support learning
- Modify instructional program at the classroom, school, and program levels
- Develop targeted professional development so that teachers have requisite competencies to ensure that all students are successful.

School Improvement and Other Teams

The continuous improvement plan cycle at Ohio Construction Academy provides a tool for identifying needs and establishing a common approach to meeting those needs. Our Ohio Construction Academy continuous improvement plan will contribute to overall school performance by:

- Establishing an understanding of the “big picture” of Ohio Construction Academy’s current state, including student achievement, school environment, teacher community, parent community, curriculum, technology, and administrative issues;
- Reaching consensus across the school community on which needs represent the highest priorities for action based upon the potential to improve overall student and school performance; and
- Identifying for implementation goals and strategies, including specific targets, indicators and milestones required to address the school’s priorities.

Each one of the teams described below is formed to ensure the following:

- Support staff in delivering interventions as intended and ultimately improving outcomes for students.
- Ensure continuous improvement of fidelity and student outcomes.
- Sustain the intervention over time and across staff.

Teams:

The TBT will meet weekly to discuss their data from their classrooms from classroom data, short and long assessments, pre and post assessments, and state assessments.

The CSLT will meet monthly to discuss and review the data from the TBT as well as the Decision Framework. The team will review all possible data and monitor the OIP plan.

Processes:

Data is collected first at the classroom where it is reviewed by the teacher – the data could include teacher observations, short cycle assessments, end of course tests, pre and post assessments, state assessments and student grades. The teacher will monitor and share with their TBT; which will also be used at the CSLT and in review/completion of the decision framework. The teams will then utilize the data from the decision framework, TBT, as well as state assessments to drive the OIP – to create goals and action steps.

The data from the decision framework and reviewing of the OIP; the CSLT will work with the Curriculum Director to evaluate the curriculum and the supplemental materials. They will then decide if there need to be any changes or additions made; in order to help students that are continuing to struggle to meet the standards. The data will show where there are deficiencies in the curriculum or supplemental materials.

The CSLT will evaluate the OIP Goals quarterly in order evaluate the effectiveness of the instructional strategies, how resources and/or supplemental curriculum are being utilized to meet the goals. What additional materials may be needed to reach the goals of the OIP. The OIP will be reviewed and updated yearly with any changes to action steps that are needed after review of all relevant student data. The CCIP will match/follow the OIP and decision framework. Funds from the CCIP will be utilized in order to reach the goals of the OIP. Technology is an important part of our daily schedule; the students are utilizing computers in every classroom as well as taking assessments on computers.

The teams are made up of the following: TBT are by subject area and/or by grade levels; CSLT is made up of classroom teachers from various grades, Intervention Specialist, Title I Teacher, Administration staff, Management team staff, Board members and parents are encouraged to participate in CSLT meetings. Evaluation of the team is made by the Administration staff (Director and Management Team) to make sure the data is being reviewed and that it is reflective in the decision framework, OIP and CCIP.

Students with Disabilities

The School is dedicated to excellence for *all* students. Students with special needs are approached as students first, given all the rights, responsibilities and choices as their non-disabled or English-proficient peers. Ohio Construction Academy will follow The Ohio Department of Education's Special Education Model Policies and Procedures. The School will provide students with disabilities services that implement and comply with federal, state, and local procedures and

policies, respectively, including, Section 504 of the Rehabilitation Act of 1973, Individuals with Disabilities Education Act (“IDEA”), and Ohio State Plan for Special Education. No student with a disability will be unlawfully excluded from participation in any program or activity of the School, nor will the student be subject to discrimination by the School.

This includes, but is not limited to:

- Provisions for a Free Appropriate Public Education (“FAPE”);
- A non-discriminatory policy regarding identification, evaluation, selection and location;
- Individualized Education Plans (“IEPs”) to include meetings with the student’s family, the Local School District (“LEA”) and Quest staff; and
- All students with disabilities will be educated in the least restrictive environment (“LRC”).

The School will be guided by the principles set forth in the *Every Student Succeeds Act*, which ensures the academic success of every student, including:

- All students must be held to the same challenging standards;
- All students must be assessed;
- Progress of students is to be consistent;
- Assessment results must be reported to parents; and
- Student progress is monitored regularly and improvements are noted.

Educational Approach and Curriculum for Students with Disabilities

The School will utilize an inclusive model by providing for appropriate assessment, program design, modifications or accommodations, and the utilization of Intervention Specialists, tutors, and other related service personnel as required and determined appropriate by the IEP committee. Tutors and other staff will work under the direction of the Intervention Specialist. The staffing of Intervention Specialists will be determined based on the number of enrolled students with an active IEP. Modifications and accommodations will be used as needed.

All curriculum resources are aligned to state and national standards. Since employability skills are an integral part of the Ohio Construction Academy program and part of the requirements for graduation from the program, the Vocational Specialist will collaborate with the Intervention Specialist to assist students with disabilities in developing employability skills, job-seeking skills, and self-advocacy skills that will lead to successful employment. Additionally, the IEP committee will provide assistance in job placement activities for the student, which will maximize the student’s skills and potential.

Students who do not have success with the stated strategies may work directly with the Intervention Specialist and/or aide in individual and small group settings. Alternative programs and textbooks will be utilized so that each student has the opportunity to successfully access the regular curriculum. In cases where the foregoing solutions are not working and a greater disability is suspected, the IEP will be modified, making necessary accommodations to permit students with disabilities to access learning opportunities on the same basis as general education students.

Ongoing Assessments for Students with Disabilities

Students with disabilities will be assessed on an ongoing basis. Each course’s curriculum is developed to include regular assessments to determine student mastery. If a student does not

exhibit mastery, the Intervention Specialist will work with the classroom teacher to modify the curriculum and/or pace of delivery within the general lab setting. All classroom teachers will be provided with the appropriate IEPs and staff support to address the identified goals. The General Education and Special Education Staff will be provided training to effectively read and interpret IEPs and ETRs to accommodate the students' needs in and out of the classroom. Students with IEPs indicating they will be using an alternative assessment will be provided these assessments under the same guidelines as other students with disabilities in the state of Ohio in compliance with state's standards.

Commitment to Serving the Needs of Special Education Students

Ohio Construction Academy will provide support for the needs of students with disabilities to ensure their success in the general student population's learning environment. This support will be integrated with the Ohio Construction Academy program. The School will provide accommodations/modifications as necessary to permit access to technology-based learning and the related services designated on the student's IEP. The modifications/adaptations will include, but are not limited to:

- Adapted curriculum assignments;
- Test modifications;
- Computer pacing and remediation; and
- Adaptive computer devices.

Programming for Students with Disabilities

Students that are identified as student with a disability are serviced within the educational environment under an Individualized Education Plan (IEP). Based on the needs that were agreed upon from the ETR, the IEP team determines the most appropriate goals to address those needs and will also determine if the student requires related services that may be in a push-in or pull-out setting depending on the student's need. The team will also follow the Accommodations Manual from the Ohio Department of Education to determine the most appropriate accommodations for both the classroom and district/state testing. The IEP must be tailored to meet the student's needs, describing specifically what the student needs to make progress in the general curriculum. Additional educational programs and assessments such as, Wilson Reading and NWEA/Maps will be used throughout the educational environment.

Supplemental Programming

In addition to social, emotional, and personal development, community project-based learning will be implemented to foster academic growth and to facilitate the development of an inquisitive mindset. By volunteering in the community, students will participate in hands-on experiential, activity-based learning processes that involve science, mathematics, language arts, and social studies.

Parent and Community Involvement

In order to improve academic achievement, Ohio Construction Academy will provide opportunities to build positive, productive relationships with parents and community members to seek input, partnership and participation in our initiatives for students.

Goals

- Welcoming Environment: School staffs will create a customer service driven, warm and welcoming environment and collaborative relationships with parents of all students and members of the community.
- Training & Learning: Schools will provide multiple learning opportunities to enable parents/community to navigate the educational system and to support their children's learning
- Communication: Stakeholders will engage in regular, two-way communication about school programs, student progress, and student needs, in a language and format that provides equal access for all participants.
- Leadership & Advocacy: Ohio Construction Academy will support parents/community as advocates for their own children's education, the school's performance, and community issues that affect outcomes for all students.
- Decision-Making: Ohio Construction Academy will create and ensure an inclusive culture whereby the participation and decision-making of all stakeholders, including parents and community, is valued and intentional.
- Community Partners: Ohio Construction Academy will engage and partner with community/business organizations to plan and implement services and strategies to improve student achievement.
- Accountability: Ohio Construction Academy will implement a shared and transparent accountability system, which holds itself responsible for engaging parents/community, increasing parental involvement, and building community partnerships that support high levels of achievement for all students.

School Culture and Climate

Ohio Construction Academy is committed to fostering a positive environment conducive for student success. In order to promote a positive school climate, it is imperative to create a supportive learning environment which stimulates student engagement, thereby improving academic achievement. To this end, a variety of factors must be considered:

- Positive relationships must exist; whereas, there is mutual respect between the students and staff.
- Students must feel safe and nurtured, as many of them have had traumatic experiences.
- Teacher retention is essential in promoting normalcy and comfortability among students.
- Community resources should be available and offered to students and parents.
- Positive parental involvement must occur to bridge the gap between the school and the community.
- School leadership must foster student equity, outlining specific, written expectations for all students.
- Students must be positively recognized for exceeding expectations.

To this end, the school has adopted CHAMPS, Randall Sprick's approach to classroom management. This approach explicitly details student behavior expectations in every setting to reduce classroom management issues and increase student engagement. The faculty and staff receive ongoing professional development to enhance classroom management skills through CHAMPS. This approach to classroom management has become the culture of the school, as it has been successfully implemented and utilized by all staff.

Ohio Construction endeavors to create a positive environment which fosters a high teacher retention rate and a very low percentage of out-of-school suspensions and disciplinary out-of-class occurrences. This goal can be achieved when a foundation of respect has been forged between the staff and students. Moreover, PBIS will be implemented through ClassDojo and Emulation Program to reinforce desired behaviors and further encourage students to exert their best efforts towards success.

In order to establish a positive school culture, a positive relationship must be promoted between the school and community. The school will have a direct connection to the community, as there will be a School Community Liaison on-site to perform the following duties:

- Implement community-based programs within the assigned school
- Organize a variety of activities for the purpose of providing support to the school and parents
- Develop and distribute program material and literature to inform the community and parents of assigned program
- Monitor and evaluate program effectiveness
- Assist in coordinating partnerships in education
- Identify barriers to academic success and assist in developing solutions
- Promote parental involvement and educate local communities and schools regarding the needs of our children
- Provide parents with the tools they need to overcome obstacles to education; Serves as the primary point of contact for school-related matters
- Assists in forging partnerships between the community and schools
- Work with the school Principal to communicate priorities and goals of the school while engaging and developing parent and community leadership in the decision-making process
- Implement programs and activities designed to engage families and the community in order to improve student achievement
- Advocate for appropriate services for students and their families
- Nurture relationships with school staff, parents, volunteers and community partners
- Serve as a resource to parents and community members regarding community agencies, events, and activities
- Coordinates with community leaders and organizations for the purpose of building resources and expanding program capabilities

Ohio Construction Academy will continue to promote a positive school climate, as it is vitally important and directly correlated to the academic success of the students.

Proposed Outcomes and Supports

In consideration of the mission, vision and values of Ohio Construction Academy, the performance and success of the students are measured to ascertain the progress in realizing specific goals. The school will evaluate the accomplishment of the school mission, vision and core values by utilizing the following metrics on a yearly basis:

- Percentage of students who receive industry credentials each year
- Yearly graduation rates
- Percentage of students who receive employment after high school in the related fields of construction and electric.
- Demonstration of academic growth on formative and summative assessments
- Teacher retention
- Student enrollment
- Out-of-School suspension rates
- Progress toward goals outlined in the OIP
- Success of PBIS program

The aforementioned metrics determines the overall success of the school. Therefore, the school will execute specific measures to ensure the goals are met. The instructional staff assures that students complete all requirements to receive industry credentials. Any student who does not meet the criteria is remediated and given the opportunity to re-test. Twice per year, the school analyzes data from NWEA/MAP assessments to determine academic deficiencies and provide immediate interventions and remediation through small group instruction and tutoring. Further, the school analyzes data from End-of-Course Exams to assess the academic progress of the students. Additionally, the school principal and Director of Curriculum and Instruction conducts weekly walkthroughs to monitor the process and offer coaching and guidance to the instructional staff and teachers.

Collaboration is paramount when working towards the realization of the school goals. Therefore, the school has established Teacher Based Teams (TBT) and Community School Leadership Team (CSLT) to further gauge student progress and the overall progression towards the mission. Through the subsequent meetings of these teams, data from the following categories is gathered:

- Academic performance
- Student behavior
- Reward incentives
- Student attendance rates
- Student progress toward graduation

Professional Development is required to further enhance the skillset of the instructional staff to fulfill the mission and vision of the school. An array of topics are offered in the areas of classroom management, EEI, PBIS, Trauma Informed Care, Leadership, Lesson Planning and other categories pertinent to success.

The success of the progression toward the proposed outcomes are determined by the data of each metric. The sponsor and the governing authority are cognizant of the advancement, as the data is reported during monthly Board meetings in the State of the School Address given by the school principal. Moreover, information relative to formative assessment results are disseminated twice a year. The data reported to the sponsor and the governing authority will consist of the following:

- Formative assessment results and strategic plans of academic improvement,
- Student attendance rates
- Out-of-school suspension rates,
- Evidence of collaborative team meetings,
- Evidence of professional development,
- Graduation results
- Evidence of PBIS implementation.
- Evidence of job fairs
- Evidence of Professional development
- Information regarding student career paths after graduation

Monitoring

In an effort to ensure the school is working towards the accomplishment of the goals, the Educational Empowerment Group requires the Director of Curriculum and Instruction and Vice President of Academics and Assessment to provide on-site mentoring and coaching. The Vice President of Academics and Assessment and Director of Curriculum and Instruction provide support by conducting weekly classroom and building walkthroughs. In addition, these individuals provide guidance relative to the analysis of assessment data and strategic planning for improvement. During each building walkthrough, the school will receive a rating in the areas of positive school culture, data driven decisions, EEI and community resources/involvement. The governing authority is provided this information on a monthly basis and assists with monitoring the actions of the school and management company. The governing authority and management company work collaboratively to ensure the school is on track with meeting its goals.

Ohio Construction Academy

Attachment 5 – Performance and Accountability Plan

Effective Date: July 1, 2020

Overview

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

I. Legal Compliance

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

1. The school had a substantiated compliance rate of 96% as outlined by the Ohio Department of Education.
2. The school had a compliance rate of 96% for all applicable laws and rules as outlined by the Ohio Department of Education and the Council.
3. The governing authority submitted the school's annual report to the parents and Council by October 31.
4. The governing authority and school receive a rating of "Needs Assistance" or better on the LEA Special Education Performance Determination.
5. The school's safety plan and blueprint were appropriately submitted and on file the Ohio Attorney General.

Rating Scale – Legal Compliance

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

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

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

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

Legal Compliance Rating and Indicators (Percentage and Met or Not Met)

	Overall Rating	1. ODE Substantiated Compliance	2. Additional Compliance Requirements
SY 2020-2021	_____	_____	_____
SY 2021-2022	_____	_____	_____
SY 2022-2023	_____	_____	_____
SY 2023-2024	_____	_____	_____
SY 2024-2025	_____	_____	_____

	3. Annual Report	4. LEA Sp Ed Perf Determination	5. School Safety Plan
SY 2020-2021			
SY 2021-2022			
SY 2022-2023			
SY 2023-2024			
SY 2024-2025			

II. Organization and Operational Performance

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

1. The governing authority held at least the contractually required number of meetings.
2. The governing authority was not out of compliance with regard to the required number of approved members for more than 60 cumulative days throughout the year.
3. The governing authority members completed all trainings as required by the Ohio Revised Code and ODE.
4. The governing authority members filed annual conflicts of interest statements.
5. The governing authority and/or school met at least one of the following governance goals:
 - a) **School Mission-specific Goal:** In an annual survey completed by parents, 80% of respondents will rate the school "favorably" in terms of quality of education, learning environment, safety, communications, and availability of community resources.
 - b) **Governing Authority Goal:** During each year of the contract, the governing authority shall use a self-evaluation tool to assess its performance and to inform next year's goals and operations.

Rating Scale – Organization and Operational Performance

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

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

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

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

Organization and Operational Performance Rating and Indicators (Met or Not Met)

	Overall Rating	1. Required Number of Meetings	2. Required Number of Members
SY 2020-2021	<hr/>	<hr/>	<hr/>
SY 2021-2022	<hr/>	<hr/>	<hr/>
SY 2022-2023	<hr/>	<hr/>	<hr/>
SY 2023-2024	<hr/>	<hr/>	<hr/>
SY 2024-2025	<hr/>	<hr/>	<hr/>
	3. Required Trainings	4. Conflicts of Interest Statements	5. Mission-Specific and Gov Auth Goals
SY 2020-2021	<hr/>	<hr/>	<hr/>
SY 2021-2022	<hr/>	<hr/>	<hr/>
SY 2022-2023	<hr/>	<hr/>	<hr/>
SY 2023-2024	<hr/>	<hr/>	<hr/>
SY 2024-2025	<hr/>	<hr/>	<hr/>

III. Financial Performance

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

1. The school's aggregated total margin is greater than or equal to -2.5%.
2. The school's total assets to total liabilities ratio is greater than or equal to 1.0, or, on average, the school's available cash on hand is at least 30 days.
3. The school does not experience an unplanned decrease in enrollment by more than 15%.
4. The school's five-year forecasts are approved by the governing authority, submitted on time, and, unless the school's year-end fund cash balance is positive, do not show a projected deficit in the first three forecasted years.
5. No audit will contain:
 - A "Qualified" Opinion;
 - The same finding for two consecutive years; or,
 - As outlined in the Schedule of Findings, a Finding for Recovery of more than \$2,500 in any audit or any Finding for Recovery for any amount in two consecutive audits.

Rating Scale – Financial Performance

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

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

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

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

Financial Performance Rating and Indicators (Met or Not Met)

	Overall Rating	1. Aggregated Total Margin	2. Assets to Liabilities
SY 2020-2021	_____	_____	_____
SY 2021-2022	_____	_____	_____
SY 2022-2023	_____	_____	_____
SY 2023-2024	_____	_____	_____
SY 2024-2025	_____	_____	_____
	3. Enrollment Trend	4. Five-Year Forecasts	5. Annual Audit
SY 2020-2021	_____	_____	_____
SY 2021-2022	_____	_____	_____
SY 2022-2023	_____	_____	_____
SY 2023-2024	_____	_____	_____
SY 2024-2025	_____	_____	_____

IV. Student and Academic Performance

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

1. Based on the school's Local Report Card, the school met at least one of the following:
 - a) Rated as "Meets Standards" or better in the School Rating;
 - b) Rated as "Meets Standards" or better in at least half of all applicable Local Report Card components and measures; or,
 - c) When comparing all applicable Local Report Card components and measures, the school was not outperformed by 50% of the Comparison Group in 50% of those areas.

Note: In determining whether the school was outperformed in any of the components or measures where the school and a member of the Comparison Group both received a rating of "Does Not Meet Standards," the school will be deemed as to have been outperformed in that area if the member of the Comparison Group exceeds the school's performance by more than 5%. In the event the area is in an area where there are no percentages, the area will not be counted in the calculation.

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

The school's Comparison Group is comprised of the two closest drop-out prevention and recovery schools and the statewide average of drop-out prevention and recovery schools. If there are no other drop-out prevention and recovery schools within twenty miles of the school, the comparison group will only be the statewide average. As of the effective date of the P&A Plan, the Comparison Group includes the statewide average and the following:

School 1:	Life Skills of Columbus Southeast	School 2:	Everest High School
IRN:	(000664)	IRN:	(011956)

Note: The statewide average will be determined by the data released by the Ohio Department of Education and/or an average of the component ratings.

Rating Scale – Student and Academic Performance

Exceeds Standards: The school receives this rating if it met the criteria in both indicators AND is rated “Exceeds Standards” for the two most recent school years or “Meets Standards” or better for the three most recent school years.

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

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

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

Student and Academic Performance Rating and Indicators (Met or Not Met)

	Overall Rating	1. Local Report Card Data			2. Not on Closure Watch List
		1.A.	1.B.	1.C.	
SY 2020-2021					
SY 2021-2022					
SY 2022-2023					
SY 2023-2024					
SY 2024-2025					

Local Report Card: School, Component, and Measure Grades (Grade and/or Score)

SY 2020-2021	School	School 1	School 2	State Average
<u>School Rating</u>				
<u>HS Test Passage</u>				
<u>Progress</u>				
<u>Gap Closing</u>				
<u>Graduation Rate</u>				
Four-Year Grad				
Five-Year Grad				
Six-Year Grad				
Seven-Year Grad				
Eight-Year Grad				
Combined Rating				

SY 2021-2022	School	School 1	School 2	State Average
<u>School Rating</u>				
<u>HS Test Passage</u>				
<u>Progress</u>				
<u>Gap Closing</u>				
<u>Graduation Rate</u>				
Four-Year Grad				
Five-Year Grad				
Six-Year Grad				
Seven-Year Grad				
Eight-Year Grad				
Combined Rating				

SY 2022-2023	School	School 1	School 2	State Average
<u>School Rating</u>				
<u>HS Test Passage</u>				
<u>Progress</u>				
<u>Gap Closing</u>				
<u>Graduation Rate</u>				
Four-Year Grad				
Five-Year Grad				
Six-Year Grad				
Seven-Year Grad				
Eight-Year Grad				
Combined Rating				

SY 2023-2024	School	School 1	School 2	State Average
<u>School Rating</u>				
<u>HS Test Passage</u>				
<u>Progress</u>				
<u>Gap Closing</u>				
<u>Graduation Rate</u>				
Four-Year Grad				
Five-Year Grad				
Six-Year Grad				
Seven-Year Grad				
Eight-Year Grad				
Combined Rating				

SY 2024-2025	School	School 1	School 2	State Average
<u>School Rating</u>				
<u>HS Test Passage</u>				
<u>Progress</u>				
<u>Gap Closing</u>				
<u>Graduation Rate</u>				
Four-Year Grad				
Five-Year Grad				

Six-Year Grad				
Seven-Year Grad				
Eight-Year Grad				
Combined Rating				

Note: The grid above is used for illustrative purposes only and may not include each specific measure being used to determine compliance with the student and academic performance goals. As such, if necessary, based on the school's Local Report Card, other measures or component grades will be added to the School and Component Grades and Sub Measures and Indicators sections.

Communication from the Council to the Governing Authority

Intervention and Probation

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

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

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

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

High-Stakes Review and Charter Contract Reauthorization

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

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

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

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

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

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

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

Admission, Enrollment, & Residency Policy

Admission to the School is open to any student grades nine through twelve 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 the school district in which the student is entitled to attend school under section 3313.64 or 3313.65 of the Ohio Revised Code. Monthly the School shall review the residency records of students.

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.

Racial and Ethnic Balance

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

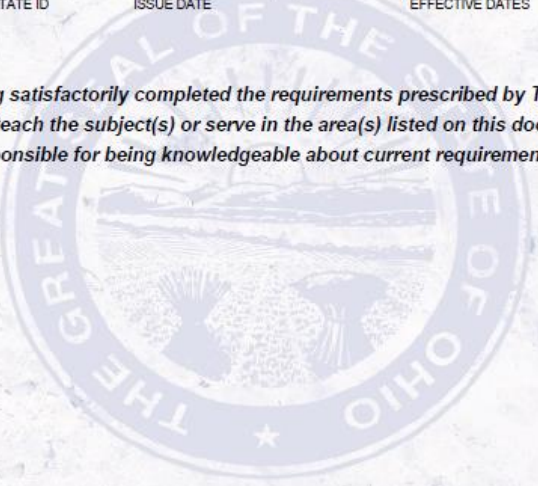
Fiscal Officer License and Contact Information

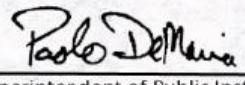
Jeff Foster
3320 West Market Street, Suite # 300
Fairlawn, OH 44333

Phone: (330) 576-1851
Email: jfoster@skodaminotti.com

STATE OF OHIO DEPARTMENT OF EDUCATION		
5 Year School Treasurer School Treasurer License		
JEFFREY ALAN FOSTER		
THIS LICENSE AWARDED TO		
OH3207445	06/07/2019	07/01/2019 to 06/30/2024
EDUCATOR STATE ID	ISSUE DATE	EFFECTIVE DATES

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




Superintendent of Public Instruction

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

Credential # 21721519

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

**BOND**No. **601128267****KNOW ALL MEN BY THESE PRESENTS:**That we Jeff Foster

of

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

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

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

1725 Jetway Boulevard, Columbus, OH 43219

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

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

(\$25,000.00)

DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of School Treasurerfor a term beginning on October 1, 2017 and ending on continuous.

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

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

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

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

SIGNED, SEALED and DATED November 29, 2017
Jeff Foster

The Ohio Casualty Insurance Company

By: 

Kristie A. Pudvan,

Attorney-in-Fact

OATH OF OFFICE

STATE OF _____ }
County of _____ } SS

I, Jeff Foster

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

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

Sworn to and subscribed before me this _____ day of _____, _____

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: **601128267**

Principal: Jeff Foster

Agency Name: Hylant Group Inc.

Obligee: State of Ohio for Ohio Construction Academy

Agent Code: **340397**

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Chalene M. Haddon; Clara S. Dobson; Connie Semanco; Craig S. Markos; Cynthia K. Wilson; Debra J. Fischer; Dwight D. Wittenberg; Heather M. Johnson; J. Scott Stewart; Jacqueline Kleinpeter; James R. Lash; Jennifer Dukuslow; Joanne Beckett McGuire; Joanne Reynolds; Judith L. Jost; Judy K. Wilson; Kim Riley; Kristie A. Pudvan; Mark J. Renske; Melissa Love; Michael M. Hylant; Monica M. Mills; Robert A. Brewster; Susan E. Hurd; Terri L. Mahakian; Todd J. Belden; Vicki L. Sharpe; Vicki S. Duncan; William M. Wolff of Toledo, Ohio its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 29th day of November, 2017.



Renee C. Llewellyn, Assistant Secretary

Policy for the Application, Receipt, and Expenditure of Grant Funds

Goal

It is the goal of the School's Non-Profit Board of Directors ("Board") to maximize the amount of Grant Funds available for the School. The Board establishes this Policy to delineate the roles and responsibilities of those persons or entities responsible for applying for, receiving, and expending Grant Funds and accounting for them after the expenditures have been completed.

Application

The Board has contracted with an Education Management Organization ("EMO") to operate the School and delegates to the EMO the responsibility for researching and applying for grants, including, but not limited to Title I (all sections), Title II-A, Title II-D, Title III LEP, IDEA-B. The EMO shall prepare each grant application ("Application") in accordance with all legal requirements and shall submit the Application to the Board Designated Fiscal Officer for approval. Subsequent amendments to the Application shall also be approved by the Board Designated Fiscal Officer.

Expenditures

The Board receives an allocation of Grant Funds and delegates to the EMO the responsibility for spending the Grant Funds on behalf of the School in accordance with the Application and in accordance with federal, state and local laws where applicable including but not limited to 34 CFR 80.36 and 34 CFR 70.20 et seq. related to procurement.

The EMO shall establish for the EMO the minimum policies, procedures, and internal controls needed to comply with federal legal requirements related to the expenditure of Grant Funds. The internal controls shall include procedures for suspension and debarment. The designated superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The superintendent shall comply with all federal regulations regarding suspension and debarment. The EMO shall not contract with any person who is suspended or debarred.

The EMO shall only award contracts to responsible contractors that are able to perform under the terms of the contract. The EMO shall consider the following factors when making a purchasing decision: contractor integrity; compliance with public policy; record of past performance; and financial and technical resources.

The Board delegates to its Designated Fiscal Officer the responsibility for receiving, reviewing and submitting to the Ohio Department of Education for approval all invoices related to the expenditure of Grant Funds.

The EMO shall from time to time present to the Board's Designated Fiscal Officer invoices related to the expenditure of funds on eligible activities under the Application. In requesting reimbursement, the EMO shall certify to the Board's Designated Fiscal Officer that to the best of the EMO's knowledge all expenditures have been made in accordance with the Application and in accordance with applicable law and this policy.

Reporting

The Board's Designated Fiscal Officer and the EMO shall prepare on a monthly basis a report detailing the expenditure of Grant Funds on a year-to-date basis by fund category in relation to the Grant Funds allocated to each category and such other detail as the Board may require from time to time. The Board shall review these reports at Board meetings.

The Board delegates to its Designated Fiscal Officer the responsibility for preparing and filing all annual reports related to the expenditure of Grant Funds, including but not limited to, the Final Expenditure Report and to meet with any auditors related to these expenditures. The Board's Designated Fiscal Officer shall present to the Board for its review the Final Expenditure Report and any other annual reports on the expenditure of Grant Funds.

FIXED ASSET POLICY

I. FIXED ASSETS DEFINED

The School's Fixed Assets (defined below) are accounted for and depreciated pursuant to Generally Accepted Accounting Principles ("GAAP"). To the extent that the following does not conflict with GAAP, this policy shall apply to the categories of assets (the "Fixed Assets"):

1. Assets that are wholly-owned by the School;
2. Assets that have a value of \$5,000 or more;
3. Assets that have a useful life of one year or more;
4. Assets that are of a tangible, distinguishable nature (possess unique physical substance); and
5. Assets that are not repair parts, component parts or supplies, maintenance or service fees.

II. FIXED ASSET CLASSES

Each Fixed Asset shall be classified into one of the following categories:

A. Land

Land is real property which generally includes both surface and content of the land, including subterranean mineral rights. Land includes not only the original contract price, but also such related costs as liens assumed, legal and title fees and surveying. Land acquired through forfeiture is capitalized at the total amount of all tax liens and other claims surrendered (i.e. cost of acquiring ownership and perfecting title). Land acquired through donations is valued at the appraised fair market value at the date of acquisition. Appraisal costs are not capitalized. Land records should include the parcel number and or the lot, book and tract, as well as an identification of use and location.

B. Buildings

Buildings are real property consisting of structures erected above or below the ground for the purpose of sheltering persons or property. Building costs include construction and purchases costs and the cost of all fixtures permanently attached and made part of the building. For constructed buildings, costs include contractor payments, in-house labor costs, attorney fees, insurance during construction, architectural fees and similar types of costs.

Building records should include a quantitative and qualitative description of each structure segregating where possible the structure shell from the mechanical, roofing, electrical, plumbing, cafeteria and built-ins. The latter assets may be replaced several times during the life of the structure shell. Segregations of these costs will ease accountability for replacing or improving the component parts and avoid pyramiding the asset valuation.

C. Building Improvements

Building improvements consist of additions, improvements and replacements made to existing buildings. Building improvements increase the service potential of the building; they expand area, increase safety, improve climate control, extend the useful life of the structure or improve handicapped accessibility into and around the building. A building improvement must have a significant impact and be a material amount (\$5,000 or more) in order to be capitalized. Building improvement costs include construction costs,

contractor payments, engineering costs and other costs required to place the improvements in its finished state. Building improvements are capitalized and depreciated separately from buildings.

D. Furniture and Fixtures

Furniture and Fixtures are personal property not attached to land, building or improvements that remain movable and include costs associated with direct purchase include shipping, site-preparations and installation. Fixed asset records should include the vendor, purchase date, amount of the purchase, funds used to make the purchase, the asset's useful life, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: standard classroom furniture and office furniture.

E. Equipment

Equipment is personal property not attached to land, building or improvements that remains movable and includes costs associated with direct purchase include shipping, site-preparations and installation. Fixed asset records should include the vendor, purchase date, amount of the purchase, funds used to make the purchase, the asset's useful life, and any identifying descriptions (manufacturer's model, serial number, etc.). Examples: business machines, compressors, power tools.

F. Computers and Software

Computers and Software are personal property not attached to land, building or improvements that remain movable and include costs associated with direct purchase include shipping, site-preparations and installation unless these are nominal. Fixed asset records should include the vendor, purchase date, amount of the purchase, funds used to make the purchase, the asset's useful life, and any identifying descriptions (manufacturer's model, serial number, etc.).

G. Construction-In-Progress

Construction-in-progress is used for the temporary segregation and accounting of expenditures related to the construction or improvement of capital assets. Expenditures include construction costs, including costs held for retainage, architect, engineer and permit fees, equipment in storage, interest costs applicable to the period of construction, and other costs required to finish the project. Construction-in-progress should not be depreciated and should be shown separately on the Balance Sheet with other non-depreciable assets such as land and permanent land improvements.

H. Used Equipment

When the School acquires used equipment the following requirements must be adhered to:

1. The invoice must specify "Used" as appropriate;
2. The acquisition cost, as noted on the invoice, will determine original cost-value; and
3. For determining useful life, one-half of a similar new asset useful life will be used.

I. Federal Program Property

All acquisitions of federal property must be placed into the Governing Authority's inventory, consistent with the above capitalization requirements. In addition, all federal property must be appropriately tagged with the grant name and year, ex.: "Title 1 FY2002." Publications detailing Capital Asset federal grant regulations include: OMB Circular A-87; OMB Circular A-102; OMB Circular A-110; and OMB Circular A-21.

III. DEPRECIATION

Depreciation is required for the Governing Authority's capital assets, including its Fixed Assets. Depreciation is calculated using the Straight-Line Method. The Governing Authority calculates depreciation on all capital assets, including Fixed Assets, reported in the School's financial statements other than land, permanent improvements to land, and construction-in-progress.

Pro-Rate convention states that Fixed Assets are acquired throughout an accounting period and, likewise are disposed of throughout an accounting period. The decision as to when depreciation begins or ends is as follows: Depreciation commences in the month of acquisition and the Book Value is removed in the year of disposal. The "Book Value" is the original cost less accumulated depreciation.

Useful lives of Fixed Assets are expressed in terms of the probable years of service. The School has established the following categories of useful lives for its capital assets:

Land Improvements	10 years
Buildings & Additions	20 years
Building Improvements	20 years
Furniture, Fixtures, and Equipment	5 years
Computers	3 years
Software	3 years

Fixed Asset System Maintenance requires the Operator to:

1. Perform an initial identification of Fixed Assets;
2. Maintain the data records as required;
3. Assign actual cost, useful life and other required information to Fixed Assets;
4. Determine Book Value for authorized sale items; and
5. Initiate the physical inventory process when needed.

Physical Inventory of Fixed Assets:

A periodic inventory of Fixed Assets is necessary for accountability and control. The inventory confirms or refutes the reliability of the property management system.

The inventory taking process is initiated by the School in order to:

1. Confirm and validate Fixed Asset records and/or
2. Comply with legal, auditing/reporting and insurance requirements.

Inventories should take place on a periodic basis (preferably near the fiscal year end), especially for furniture, fixtures and equipment characterized as movable.

The actual comparison is the responsibility of the Operator. The Operator will forward the completed record and a copy of the inventory to the School for final review and comparison semi-annually.

If a comparison indicates a problem exists or is beginning to develop, additional steps should be taken. These steps may include strengthening current controls to ensure all purchases and disposals are recorded, tracking assets not on the listed location to determine if they are improperly recorded elsewhere, retraining inventory takers and/or departments to adhere to this Fixed Asset Policy, etc. It is important to follow up on any problem identified to ensure it has been corrected.

IV. Disposal

Once property is no longer needed for school purposes, it shall be slated for disposal pursuant to the following procedures. These disposal procedures cover fixed assets that have been capitalized as well as fixed assets that have not been capitalized and do not represent consumable supplies. The complete listing of the capitalized assets and assets that have not been capitalized that have not been disposed make up the inventory listing. The board directs the Operator to provide the inventory listing to the sponsor on an annual basis. Any item that is less than \$100 or with an estimated life of one year or less is considered a consumable and will not be a part of the annual inventory listing.

A. Capitalized Assets.

1. An item is capitalized if the cost of the asset exceeds \$5,000 and the estimated life is greater than one year.
2. A capitalized asset is not immediately expensed and provisions for depreciation are made over its useful life.
3. The fiscal officer shall maintain a schedule of the capitalized assets and related depreciation.
4. The scheduled of capitalized assets shall include an identifier as to whether the purchase was made with federal funds.
5. The board directs the Operator to periodically review all capitalized assets and authorizes the disposition by sale, donation, trade or discard of any property that is not required for school purposes. The Operator shall review the schedule annually to determine if the items on the schedule are still operable, scraped, otherwise disposed or should be sold. The fiscal officer shall determine the value of the property pursuant to a reasonable method as determined by the fiscal officer.
6. The board shall annually approve dispositions made by the Operator.

B. Not Capitalized Assets

1. An item is not capitalized if the estimated life is greater than one year and the purchase is less than \$5,000.
2. An item that is not capitalized is expensed at the time of purchase.
3. The board directs the Operator to maintain a schedule of those items purchased.
4. The schedule of assets not capitalized shall include an identifier as to whether the purchase was made with federal funds.
5. The board directs the Operator to periodically review all assets that are not capitalized and are not consumables and authorizes the disposition by sale, donation, trade or discard of any property that is not required for school purposes. The Operator shall review the schedule annually to determine if the items on the schedule are still operable, scraped, otherwise disposed or should be sold. The fiscal officer shall determine the value of the property pursuant to a reasonable method as determined by the fiscal officer.
6. The Board shall annually approve dispositions made by the EMO.

C. Disposal of Assets Purchased with Federal Funds

The Board will be notified when any real or personal property, acquired with federal funds or with an acquisition value that meets or exceeds the fixed asset threshold, is no longer needed for school purposes. All such property shall be sold, donated, traded, or discarded pursuant to federal guidelines.

FTE True-Up Policy

Background

The School is a community school as established under ORC 3314, governed by a Board of Directors (“Board”) and receives foundation funding pursuant to ORC 3314.08. Foundation funding is determined by the annualized full-time equivalent (“FTE”) enrollment of each student at the School. Foundation funding payments are made on a monthly basis during the fiscal year based on estimates of enrollment. The School updates student FTE information in EMIS as required. However, the final FTE is determined after the fiscal year concludes and is subject to further adjustment by the Ohio Department of Education (“ODE”)

The final FTE may not reflect the monthly estimates of enrollment. Therefore, the foundation funding received may need to be reconciled with ODE.

ODE may also conduct an FTE review pursuant to ORC 3314.08 to verify the accuracy of the enrollment and attendance data report by the School into EMIS. The results of these FTE reviews may yield a receivable from or payable to ODE based upon the results.

True-Up

All agreements entered into by the School in which payment is based upon a percentage of FTE or foundation funds received by the School are subject to reconciliation corresponding with the School’s ODE adjustment and reconciliation (“True Up”). Parallel to the reconciliation between the School and ODE, the results of the True-Up may yield a receivable from or payable to the School.

Timing for True-Up

For accuracy, True-Up should be conducted after:

- (1) ODE has issued its final FTE adjustments for the applicable fiscal year, and
- (2) Any and all appeals involving the School’s FTE calculation are adjudicated.

Terms of True-Up for Overpayment Due to the School

Unless the Applicable Agreement includes sufficient provisions for conducting a True-Up, the Board shall require from a party owing the School funds for Overpayment, written agreement with the third party specifying (1) the True-Up amount, (2) the re-payment period, (3) whether the Board is requiring collateral or other assurances for future re-payment, and (4) other applicable terms and conditions.

True-Up Payments Resulting in Underpayments

Consistent with the Auditor of State’s guidance, the School shall also perform True-Up calculations and payments to the third party for final FTE adjustments from ODE that result in a positive amounts.

True-Up Provisions in School Contracts

To avoid uncertainty, delay, and potential disagreement with vendors, the Board should attempt to include a True-Up provision in any agreement in which the Board enters in which payment is based upon FTE or a percentage of foundation funds. Such provision should include (1) a method by

which the true-up amount will be calculated, (2) when the true-up will be calculated, and (3) under what terms the repayment will be made.

If the Board is uncertain whether an agreement requires a True-Up, the Board shall obtain a legal opinion from legal counsel as recommended by the Auditor of State.

Procurement Policy

Procurement of all supplies, materials, equipment, and services paid for from Federal funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant and Board policies.

The School's Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 CFR 200.317-.326) for the administration and management of Federal grants and Federally-funded programs.

The School shall require contractors to perform in accordance with the terms, conditions, and specifications of their contracts and/or purchase orders.

All School employees, officers, and agents who have purchasing authority shall abide by this policy and the standards of conduct covering conflicts of interest in the selection, award, and administration of contracts.

The School will avoid acquisition of unnecessary or duplicative items. Consideration shall be given to consolidating procurements to obtain best pricing. When appropriate, an analysis shall be made of lease versus purchase alternatives,

For greater economy and efficiency, the School may enter into agreements with other schools or entities where appropriate for procurement or use of common or shared goods and services.

Competitive Bidding

The School will comply with 2 CFR 200.88 and 200.320 and other relevant statutes by using competitive bidding when using Federal grant funds.

Even when not required to use competitive bidding, procurement transactions shall be conducted in a manner that encourages competition and that is in accordance with good administrative practice and sound business judgement.

Solicitation Language

When required to use competitive bidding, the School shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided unless necessary.

Cost/Price Analysis

The School shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis shall mean evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. When performing a cost analysis, the School shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The School uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the School is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor to control cost or labor efficiency. Therefore, the School will set a ceiling price for each contract that the contractor exceeds at its own risk. Further, the School shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The School will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the School and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the School shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person or entity, for cause, from consideration or award of further contracts. The School is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the School that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

The School shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts using Federal funds over \$25,000, the School shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 CFR Part 180 Subpart C)

Bid Protest

When using competitive bidding, the School will use protest procedures to handle and resolve disputes relating to procurements discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy- two (72) hours of the opening of the bids in protest. Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

Maintenance of Procurement Records

The School maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Fundraising Policy

All fundraising activities conducted in the name of the School or using the School's non-profit status, including crowdfunding or other internet based methods of requesting or receiving donations, must be conducted in accordance with this policy and other procedures as developed by the School Administrator.

General Policy

Any goods requested in a fundraising activity shall be compatible with the School's educational plan, educational philosophy, IT systems, and all board policies.

Funds shall be solicited in a respectful manner and without pressure. Prior to utilizing a company's services, organizers of any fundraising activity shall thoroughly research any company assisting with or being utilized in the activity, taking into account the reputation of the company. All donations (in the form of money, tangible goods, or otherwise) shall be designated as School property. Any materials purchased with donated funds shall be considered School property and not the property of any staff member or other individual or group.

Approval Required

All fundraising activities must be approved by the School. Approval must be obtained from the School Administrator or his/her designee prior to commencing activities.

Communication of Fundraiser Purpose

Fundraising organizers utilizing school name, logo, or other insignia as part of the fundraising campaign, should be at all times be mindful of maintaining the School's positive image and reputation.

Recording and Deposit of Donations

The School is responsible for ensuring that all monetary funds received by the School are deposited in a timely manner. All donations shall be inventoried or deposited immediately. Deposits shall be made through the School's designated fiscal officer.

Reporting Requirements

The School shall comply with any required reporting associated with a crowdfunding site or other fundraising activities. Accurate and complete documentation of income and expenses, including cash, must be maintained.

Restricted Actions

No person shall be reimbursed directly from the proceeds from fundraising activity. Rather, any individuals requesting reimbursement related to fundraising shall use the School's regular request for reimbursement process. No services that send donations to an individual teacher or staff member shall be used. Only crowdfunding service companies that require all donations be made directly to the school shall be used. Any activity that violates FERPA or IDEA is strictly prohibited.

Compliance with Law

The School shall comply with all applicable laws governing any fundraising activity. Organizers of the crowdfunding activity shall ensure that activity does not violate FERPA or any other student confidentiality law, regulation, or policy. The School may conduct raffles as permitted under ORC 2915.092 and other applicable rules and regulations will be permitted. The School shall not engage in or permit any illegal raffles.

Board Member Training, Conference, & Travel Expense Policy

It is the policy of the School to reimburse Board Members for reasonable expenses of trainings, conferences, and associated travel which are related to Board Members' service to the School.

Any Board Member seeking payment under this policy is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal matters and expending personal funds. Excess costs, circuitous routes, delays or luxury accommodations and services unnecessary or unjustified are not acceptable. Board Members will be responsible for any unauthorized costs and expenses incurred for personal preference or convenience.

Prior approval for any travel, should be obtained by properly completing the "Request for Travel Approval" Form attached hereto as Exhibit A, and submitting it to the School's Fiscal Officer for approval. If a Board Member travels without having prior approval of the travel, the request for reimbursement of expense may be denied.

I. REIMBURSABLE EXPENSES

The following expenses will be reimbursed by the School at the reasonable discretion of the Fiscal Officer.

1. Training, seminar, conference registration fees.
2. Transportation
 - a. Rental car cost.
 - b. Common Carrier- Travel by air, rail or bus must be at the reasonably best available rate.
 - c. Private Car- Reimbursement will be at the current IRS business mileage rate at the time of travel. If more than one Board Member is traveling on the same trip and in the same vehicle, mileage is payable to only one Board Member.
 - d. Parking, bridge, highway and tunnel tolls, taxi fares, Uber/Lyft/ride-share fares, bus, train, or subway fares, etc. are reimbursable items. Costs resulting from parking violations or traffic violations are not reimbursable.
3. Hotel:
 - a. A single room is the standard for reimbursement. The Fiscal Officer may use the U.S General Services Administration www.gsa.gov/travel/plan-book/per-diem-rates or other standard guidelines for determination of reasonableness. Typically a room

at the hotel hosting or organized by the conference or program will be considered reasonable.

- b. A detailed bill showing payment must be submitted for reimbursement. If the hotel bill does not show payment, other proof of payment must be provided.
- c. Extra charges on the hotel bill will be reviewed for propriety. Telephone calls or food purchases included in a hotel bill must be itemized sufficiently for the fiscal officer to determine propriety for reimbursement.

4. Meals:

- a. Travel must occur during a reasonable mealtime for the meal to be reimbursed.
- b. A receipt must be submitted for each reimbursable meal.
- c. Meals and tips will be reimbursed at a reasonable rate based on location. The Fiscal Officer may use the U.S General Services Administration www.gsa.gov/travel/plan-book/per-diem-rates or other standard guidelines for determination of reasonableness.
- d. Reimbursement for the purchase of alcohol is strictly prohibited.
- e. Meals that are part of seminar costs (normally paid as a registration fee) will not be additionally reimbursed. If meals are included as part of registration, Board Members will not be reimbursed for a meal purchased during the time when the program is providing a meal. Continental breakfasts will not be considered a meal.
- f. Meals paid for locally will only be reimbursed if they are part of a program registration or incurred while conducting business. Locally is considered within 30 miles of the School.

II. NON-REIMBURSABLE EXPENSES:

The School will not reimburse the following expenses:

- Alcohol
- Class upgrades
- Purchase of personal items
- Items lost or stolen while travelling to/from or participating in activities under this policy
- Movies or other entertainment expenses
- Personal reading material
- Clothing purchases or clothes cleaning
- Gift cards or other cash equivalents

- Repairs/ insurance/ maintenance of personal vehicles
- Traffic/parking fines or court costs associated therewith

III. TRAVEL EXPENSE REIMBURSEMENT REPORT

1. The Travel Expense Reimbursement Report, an example of which is attached hereto as Exhibit B, but which the Fiscal Officer may revise from time to time, is to be completed and submitted to the Fiscal Officer within thirty (30) days of incurring the expense.
2. All expenses should be detailed in the appropriate space and receipts should be attached.
3. Documentation or description of the training/seminar/conference must be included on or accompany the Travel Expense Reimbursement Report.
4. The Fiscal Officer will issue reimbursement after reviewing the Travel Expense Reimbursement Report for content, accuracy, reasonableness, and sufficiency of supporting documentation.

IV. ADVANCED PAYMENT

Upon request by submission of Exhibit A, expenses as described under this policy may be prepaid, as opposed to reimbursed, upon approval of the Board of Directors.

V. FREQUENT FLIER MILES

Based on the Ohio Ethics Commission Advisory Opinion No. 91-010, a Board Member may not use frequent flyer miles/credits for personal use when the credits have been accrued during travel paid by the School.

PEX CARD POLICY

The use of PEX cards brings a greater efficiency to the purchasing process and enables Cardholders to respond expeditiously to School needs. Therefore, the School establishes the following procedures that will allow authorized users/Cardholders to utilize PEX cards for appropriate School expenses.

EXPLANATION OF PEX CARD

PEX cards are not credit cards. Due to the inherent stringent controls associated with PEX cards they are not subject to abuse in the same way credit cards might be. If the School utilizes credit cards the School has a separate Credit Card Policy which governs credit cards.

AUTHORIZED USERS/PURCHASES

Only individuals as specifically authorized by board resolution are authorized users for the School PEX card/s (“Cardholder”). Each Cardholder must sign the Cardholder Agreement attached hereto prior to receiving the card.

LIMITS

The School’s PEX card account’s maximum spending limit shall be \$1,000. Each Cardholder’s monthly spending limit shall be \$1,000.

PERMITTED TRANSACTIONS

School PEX cards may only be used for School expenses serving a proper public purpose for the benefit of the School.

PROHIBITED TRANSACTIONS

Cardholders are expected to use their PEX card only for permitted transactions. Cardholders shall not use the PEX card for:

- Personal purchases
- Cash advances/disbursements from financial institutions
- **GIFT CARDS** from any establishment for any reason
- Salary and monetary awards
- Consultant and maintenance agreements (**one-time** emergency repairs are permissible)
- Purchases from sources in which the Cardholder has a financial or fiduciary interest
- Alcoholic beverages
- Vehicle expenses for personal vehicle (examples: gasoline, carwash, auto parts, repairs)

CARDHOLDER RESPONSIBILITIES

Cardholders are responsible for:

- Obtaining itemized receipts for PEX card transactions
- Ensuring all transactions are permitted purchases on behalf of the School
- Properly substantiating and recording the School purpose of each transaction
- Immediately reporting a lost or stolen card to the Fiscal Officer
- Immediately reporting any fraudulent use or misapplication of the PEX card to the cardholder’s immediate supervisor or Fiscal Officer

PROCEDURES FOR SUBMITTING RECEIPTS

- Cardholders must submit itemized receipts to the School Leader or in the case of the Cardholder being the School Leader to the Fiscal Officer within seven days of purchase.

RETURNS AND CREDITS

Returns and credits for purchases originally made with a School PEX card must be credited back to the PEX card. Cardholders are prohibited from accepting cash back for returns and credits.

CONSEQUENCES FOR MISUSE/POLICY VIOLATIONS

- Cardholder will reimburse the School for personal, unauthorized, or inappropriate purchases. Such reimbursement may be obtained by withholding of wages or other moneys owed by the School to Cardholder.
- Cardholder may be required to obtain additional training on use of the card.
- Repeated negligent misuse will result in revocation of the status as a Cardholder
- Knowing misuse will result in revocation of the status as a Cardholder and may subject Cardholder to employment sanctions, including termination of employment or other affiliation with the School.

DOCUMENTING EACH TRANSACTION

Every transaction **MUST** have valid and complete source documentation from the vendor.

Valid source documentation should be:

- An itemized receipt from the merchant; or
- An invoice or a packing slip showing PEX card payment and listing individual items and cost for each

All documentation must include the following information:

- Vendor name
- Date of purchase
- Description, quantity and unit cost of each item purchased
- Total cost
- Cardholder name and/or at least partial card number or other information identifying the card used for the purchase

PENALTIES AND LATE FEES

Any individual (whether a Cardholder or Fiscal Officer) whose actions or non-actions cause the incursion of any late fees, penalties, or additional interest charges shall be held responsible for the payment of the late fees, penalties, or additional interest charges.

FISCAL OFFICER RESPONSIBILITIES

The fiscal officer shall monitor:

- the number of cards and accounts issued
- the number of active cards and accounts issued
- the card and account expiration dates
- the card and account limits

- proper documentation to support purchases using the card/s

REPORTING

The Fiscal Officer shall regularly provide the School governing authority with a report detailing the use of all PEX cards.

PEX CARDHOLDER AGREEMENT FORM

I, _____, agree to the following regarding my usage
(name of user)
of the School PEX card.

1. I understand that I am being entrusted with a valuable tool for making financial commitments on behalf of the School so that the School may obtain its best value for these financial commitments.
2. I understand that under no circumstances will I use the PEX card to make personal purchases, either for others or myself. I understand that willful intent to use the PEX card for personal gain may result in disciplinary actions including termination of employment and possible criminal charges.
3. I have been given a copy of the PEX card policy and understand the requirements for using the PEX card.
4. I have read the PEX Card Policy and I will adhere to the Policy and established procedures for using the PEX card in its current version and any subsequent revisions. I acknowledge that failure to do so may result in revocation of my user privileges and other disciplinary actions, including termination of employment or affiliation with the School.
5. I agree that should I violate the terms of this Agreement, I will reimburse the School for all incurred charges and any fees related to the collection of those charges. I acknowledge that reimbursement related to the misuse of the card may be obtained by withholding of my wages or other moneys owed by the School to me.
6. I agree to reimburse the School for any missing receipts or any late fees, penalties, or additional interest charge due to any actions or non-actions on my part.

User Name (PRINT)

User Signature

Date

Sign and submit to Fiscal Officer

Accounting Policies and Procedures Manual
Description of Internal Control Procedures

Rev. February 28, 2018

Accounting Policies and Procedures

FISCAL MANAGEMENT OVERVIEW

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

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

FISCAL MANAGEMENT PROCEDURES

I. Purchasing

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

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

II. Accounts Payable

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

A weekly bill payment batch is emailed to the Board Member authorized bank signer for approval. The email includes a listing of the bills to be paid along with copies of the bills. After approval, the Fiscal Officer (also an authorized bank signer) initiates payment of the bills.

No manual checks are authorized without the consent of the Fiscal Officer.

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

III. Travel

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

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

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

IV. Cash Receipts

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

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

All cash collections are deposited into the appropriate bank account on a regular basis. All deposits are then recorded in the general ledger by the Fiscal Officer.

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

V. Accounts Receivable

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

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

VI. Investments

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

Note: Initially, the School will not maintain any investments beyond interest bearing instruments available through its financial institution. At such time that the school is able to consider a more diverse investment strategy, a Board-approved Investment Policy will be put in place to specifically address the types of instruments the School will be invested in as permitted by law.

VII. Fixed Assets

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

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

The database shall include the following information:

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

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

VIII. Grant Programs

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

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

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

IX. Month End Procedures

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

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

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

Internal Control Policies and Procedures

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

I. AUDIT

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

II. BUDGET

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

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

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

Ohio Construction Academy (014067)

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances the Fiscal Years Ending 2021 through 2025, Forecasted

Operating Receipts

State Foundation Payments (3110, 3211)
Charges for Services (1500)
Fees (1600, 1700)
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)
Total Operating Receipts

Forecasted				
Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
\$ 1,121,876	\$ 1,155,533	\$ 1,190,199	\$ 1,225,905	\$ 1,262,682
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ 1,121,876	\$ 1,155,533	\$ 1,190,199	\$ 1,225,905	\$ 1,262,682

Operating Disbursements

100 Salaries and Wages
200 Employee Retirement and Insurance Benefits
400 Purchased Services
500 Supplies and Materials
600 Capital Outlay - New
700 Capital Outlay - Replacement
800 Other
819 Other Debt
Total Operating Disbursements

\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
60,564	62,381	64,252	66,180	68,165
1,197,322	1,231,535	1,266,774	1,205,094	1,239,544
231,122	238,055	245,197	237,103	244,216
-	-	-	-	-
-	-	-	-	-
3,090	3,183	3,278	3,377	3,478
-	-	-	-	-
\$ 1,499,598	\$ 1,542,654	\$ 1,587,001	\$ 1,519,254	\$ 1,562,903

Excess of Operating Receipts Over (Under)
Operating Disbursements

\$ (377,722)	\$ (387,121)	\$ (396,803)	\$ (293,349)	\$ (300,221)

Nonoperating Receipts/(Disbursements)

Federal Grants (all 4000 except fund 532)
State Grants (3200, except 3211)
Restricted Grants (3219, Comm School Fac Grant)
Donations (1820)
Interest Income (1400)
Debt Proceeds (1900)
Debt Principal Retirement
Interest and Fiscal Charges
Transfers - In
Transfers - Out
Total Nonoperating Revenues/(Expenses)

\$ 409,028	\$ 421,298	\$ 433,937	\$ 335,590	\$ 345,658
36,467	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
(52,553)	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
\$ 392,942	\$ 421,298	\$ 433,937	\$ 335,590	\$ 345,658

Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements

\$ 15,220	\$ 34,177	\$ 37,135	\$ 42,241	\$ 45,436

Fund Cash Balance Beginning of Fiscal Year
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\$ 13,303	\$ 28,523	\$ 62,700	\$ 99,834	\$ 142,075
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Fund Cash Balance End of Fiscal Year

\$ 28,523	\$ 62,700	\$ 99,834	\$ 142,075	\$ 187,511
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Assumptions

Staffing/Enrollment

Total Student FTE
Instructional Staff
Administrative Staff
Other Staff

Forecasted				
Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025
100	103	106	109	113
9.00	9.00	9	9	9
1.00	1.00	1	1	1

Purchased Services

Rent
Utilities
Other Facility Costs
Insurance
Management Fee
Sponsor Fee
Audit Fees
Contingency

\$ 56,780.04	\$ 56,780.04	\$ 56,780.04	\$ 56,780.04	\$ 56,780.04
26,780.00	27,583.40	28,410.90	29,263.23	30,141.13
29,355.00	30,235.65	31,142.72	32,077.00	33,039.31
4,120.00	4,243.60	4,370.91	4,502.04	4,637.10
178,800.00	184,164.00	189,688.92	195,379.59	201,240.98
27,453.81	28,277.43	29,125.75	29,999.52	30,899.51
12,360.00	12,730.80	13,112.72	13,506.11	13,911.29
-	-	-	-	-

Transportation	25,720.00	26,491.60	27,286.35	27,074.94	27,887.19
Legal	32,960.00	33,948.80	34,967.26	36,016.28	37,096.77
Marketing	4,120.00	4,243.60	4,370.91	4,502.04	4,637.10
Consulting	148,186.10	152,631.68	157,210.63	143,891.65	148,208.40
Salaries and Wages	432,600.00	445,578.00	458,945.34	393,803.34	405,617.44
Employee Benefits	125,917.50	129,695.03	133,585.88	137,593.45	141,721.26
Special Education Services	22,145.00	22,809.35	23,493.63	24,198.44	24,924.39
Technology Services	22,145.00	22,809.35	23,493.63	24,198.44	24,924.39
Food Services	39,000.00	40,170.00	41,375.10	42,616.35	43,894.84
Other	8,880.00	9,142.65	9,413.18	9,691.82	9,982.58
Total	\$ 1,197,322.45	\$ 1,231,534.97	\$ 1,266,773.87	\$ 1,205,094.28	\$ 1,239,543.70
Financial Metrics					
Debt Service Payments	\$ 52,553	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	1.29	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	3.00%	3.00%	3.00%	3.41%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	3.00%	3.00%	3.00%	3.00%
Growth in Non-Operating Receipts/Expenses	0.00%	7.22%	3.00%	-22.66%	3.00%
Days of Cash	0.01	0.02	0.04	0.07	0.09

Fiscal Year 2021-2025 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ 52,553.00	\$ 52,553.00	\$ -	\$ -	EEG
Total	\$ 52,553.00	\$ 52,553.00	\$ -	\$ -	

Assumptions Narrative Summary

- *The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68 and 75
- *FTE Expected To Be 100 in FY2021. Expected enrollment to be 103 in FY22, then Grow At 3% For the Remaining Years
- *State Basic Foundation Is Calculated By Multiplying the FTE To the Per Pupil Blended Average Revenue Amount, As According To the Community Settlement Reports, or \$11,155 Per Pupil.
- *Success & Wellness Grant ends in 2021, SQIG ends in 2023.
- *Facilities Funding Will Be \$250/FTE for FY21-FY25
- *Opportunity Grant Funding Will Be \$6,020/FTE in FY21 Onwards
- *Management Fees Calculated at 16% Of Operating Revenues
- *Management Agreement with The Educational Empowerment Group
- *School Management Contract Expires 6/30/20 and Auto Renews For Two Consecutive Terms
- *Other Operating Revenues Include Miscellaneous Student Deposits for Fundraisers and Field Trips
- *Salaries and Wages Are a Purchased Service From the Management Company
- *Salaries and Wages Are Expected to Rise By 3% Each Year Due To Inflation and Retention Salary Adjustments
- *Board Stipends Will Be \$125 Per Meeting Through FY2025
- *Employee Retirement is 14%, the Employer Portion of SERS and STRS
- *Rent Is Currently \$4,731.67 Per Month FY2021 through FY2025
- *Sponsor Fees Expected To Be At 3% of Basic Foundation Aid with OCCS in FY21 and continue onward.
- *Utilities Expected To Increase By 3% Each Year
- *Other Facility Costs Include Printer/Copier Costs, Lawn Maintenance, and General Repairs with An Expectation To Increase By 3% Each Year
- *Insurance Includes D&O And General Liability Insurance Premiums. Anticipated To Increase By 3% Per Year
- *Transportation Costs will Rise with FTE or 3% Each Year.
- *Legal Fees Are Anticipated To Rise By 3% Each Year Due To Inflation
- *Marketing Costs Forsee No New Campaigns and Therefore Expected To Increase By 3% Each Year With Inflation
- *Consulting Includes Treasury Services, Contracted Staff, Recruitment Costs, and Strategic Advising
- *Consulting Services Include Marcum Treasury, Jeff Foster, Services through FY2025 at a 3% Inflation Increase.
- *Other Purchased Services include costs for Payroll Processing, Miscellaneous Instructional Services, Professional Development, Postage Costs and Security Services
- *Supplies and Materials Will Increase With FTEs, or 3%, Each Forecasted Year
- *The School Does Not Anticipate Any Capital Outlay Costs
- *Other Operating Disbursements Include Bank Fees, Membership Fees, Any Non-Instructional Board Expenses, and other Miscellaneous Costs Not Classified In Any Other Category
- *Grant Funding Will Increase With FTEs But Anticipates the Loss in FY2021 of the EEOC Competitive Grant.
- *The School Anticipates Total Expenditures Per FTE To Be The Following Over The Next 5 Years; FY2021- \$14,995.98, FY2022- \$14,977.22, FY2023- \$14,959.01, FY2024 \$13,903.32, FY2025- \$13,831.00
- *See Debt Schedule for Debt Payoff

Management Agreement

(May 1, 2018)

This **MANAGEMENT AGREEMENT** ("Agreement"), is made and entered into by and between EEG OCA, LLC, an Ohio limited liability company ("EEG") and Ohio Construction Academy **Inc.**, a non-profit education corporation (the "School"), (which is governed by a Board of Directors herein referred to as the "Board") (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the School has requested or secured authorization from the Sponsor (as hereinafter defined) to operate a community school pursuant to the Ohio Community School Law.

WHEREAS, the School is aware of the increasing need for greater educational alternatives for children in its community to receive a 21st century education that provides connection, purpose and mastery which in-turn creates opportunities in careers and/or college.

WHEREAS, the School desires to contract with EEG to receive such management, educational, financial, and other consulting services necessary to form and operate a school, and EEG desires to contract with the School to provide such Management Services; and

WHEREAS, the School and EEG are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management by EEG on behalf of the School.

NOW THEREFORE, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Management Services to be provided by EEG. In order to support the School in delivering the terms of the Contract, EEG in exchange for the fees provided herein agrees to provide the School, in accordance with the terms of the Contract, the School's Mission and Purpose and all applicable laws, the management and day-to-day operation functions as follows:

A. Education Program. EEG shall implement the educational program and the program of instruction. EEG shall provide all administrative and educational services of the School. EEG shall be responsible for the day-to-day supervision of administrative and teaching staff and the day-to-day supervision or implementation of the educational program of instruction. EEG will be responsible for the following areas:

- Recruitment and hiring of all staff including Administrative, Educational and support staff (collectively “Staff”). Prior to the commencement of and during the school year, determine the staffing levels including teachers and the applicable grade levels and subjects required for the operation of the School, and recommend such teachers, as required by law, to the School. All teachers shall hold the requisite teaching certificate in accordance with applicable law. Staff may work on a full- or part- time basis as employees of EEG.
- Professional Development of all staff including Administrative, Educational and Support Staff. Provide training in its methods, policies, curriculum, student information systems, special education, program, and technology to personnel on a regular and continuous basis.
- Management of day-to-day activities of Staff.
- Manage and maintain all employee files and human resource processes.
- Performance and Evaluation of Staff which includes assigning, disciplining, transferring and terminating personnel, consistent with the Contract, Mission, and state and federal law. EEG shall keep the Board informed of all Staff related actions and decisions on a regular basis.
- Evaluate, recommend and oversee implementation of course and curriculum design.
- Develop, maintain and administer all State-mandated and other testing.
- Select and negotiate terms of procurement of teaching guides, curricula and aids utilized to implement the educational program.
- Perform repeated evaluation, assessment and continuous improvement of the School's educational program, curriculum and program.
- Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Charter/Contract for Community School.
- Perform quality data tracking, including but not limited to student data such as attendance, performance, student earned credits, graduation rates, etc.
- Provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

B. Strategic Planning. EEG shall design strategic plans for the continuing success of the School.

C. Education Management Information System and State Reporting: EEG will provide staff to oversee the SIS (DASL, SOES and ODDEX) and all functions of state reporting.

- Responsible for entering all student data and information into the student information system while working in conjunction with the school staff.
- Responsible for submitting all necessary state reports on time and ensure reports for accuracy.
- Responsible for submitting Federal Low Income Count and Economic Status.
- Responsible for submitting Special Education Data.
- Responsible for Reporting of Staff Data.
- Responsible for submitting Course Data.

- Responsible for CRDC reporting as needed.

D. Federal Programs/Comprehensive Continuous Improvement Plan: EEG will provide staff to oversee CCIP.

- Review and Oversee the Decision Framework.
- Train and Oversee the Ohio Improvement Process.
- Complete needs assessment and planning tool while working in conjunction with the school staff.
- Work in conjunction with the school leader and school treasurer to complete the budget and budget revisions as needed.
- Work in conjunction with the school's treasurer on completing project cash requests and final expenditure reports.
- Assist with audits as needed.

E. Public Relations/Student Recruitment. EEG will design, coordinate and manage the public relations strategy for the development of beneficial and harmonious relationships for the School with other organizations, the community and agencies.

- Responsible for recruiting and informing the community about the School. All such recruiting and community education activities shall be reported to the Board in a timely fashion. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School and shall not include any costs for marketing and development of EEG.
- Responsibility for enrolling students into the School in accordance with the rules and procedures established by law, the Ohio Department of Education ("ODE"), and the Board.

F. Financial Management. EEG will assist in providing any information required by the Sponsor, Charter School, Ohio State Department of Education or its auditors.

- Assist in preparation of the budget and financial reports as reasonably requested by the School's designated Fiscal Officer for submission to the Board for approval. Notwithstanding the foregoing, all financial records pertaining to the School are the School property and that such records are subject to Ohio public records laws and shall be physically or electronically available upon request at the School.

G. Compliance Management.

- Reports and documentation to the Sponsor
- Reports to the Ohio Department of Education
- Policies for the Board
- Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- Provide all information and written reports requested by the Board
- Meet with the Board as reasonably requested by the Board

- Building code compliance

H. Reporting. EEG shall prepare for submission to the Board, the following reports:

- A report on the School's activities and progress of the goals and standards set forth in the Charter between the Board and the Sponsor, which said report shall be submitted no later than 90 days following the close of the academic year.
- All reporting requirements established by the Charter School Law.
- A monthly report setting forth any statistics and other information reasonably requested by the Board or the Sponsor.
- Prior to the beginning of each fiscal year, a proposed and projected annual budget which shall be subject to the approval of the Board.

I. Student Records.

- Provide maintenance of Student Records in accordance with state, local and federal requirements.
- Arrange for student information system.
- Maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations
- Maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations.
- All Student Record information shall remain the property of the School and, to the extent not immediately available to the School. EEG may retain a copy of such records subject to the confidentiality requirements of this agreement and applicable laws.

J. Services to Special Needs Students. EEG shall ensure compliance with applicable laws and regulations concerning services to Special Needs Students.

- Manage and oversee the necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

K. Facility/Facility Planning.

- Identify necessary components of and possible ideal locations for the School's Facility.

- When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility.
- Building Code Compliance.
- Negotiate and/or arrange for all agreements for utilities utilized by the School, including without limitation, electricity, oil, gas, telephone, cable, water and waste charges and for all buildings and grounds non-personnel cleaning, maintenance and upkeep.
- Consult on physical facility layout, maintenance and capital improvements.
- Assign to the School Administrative team such EEG personnel as are necessary to carry out the obligations and duties of EEG under this agreement; such assigned EEG personnel shall be permitted to utilize appropriate office space within the School, School personnel for administrative and clerical support, and School facilities, supplies and equipment at no cost to EEG.
- Suggest improvements in the School facility as needed for the School's operations and the health and safety of the School's students.

L. Procurement - Management of Equipment/Furniture/Property

- Research, investigate and evaluate possible manufacturers and equipment that can assist the School to achieve its mission.
- Negotiate and arrange for leases and purchase agreements
- Inventory of Equipment
- Select phone system, furniture, office machines, computers and other equipment procurement.
- Select, negotiate terms of procurement of, and arrange for the delivery of student meals and drinks.
- Procure teaching supplies.

M. Subcontracts.

To fulfill its obligations under this Agreement, EEG may contract with others to provide services or goods to the School, including without limitation The Educational Empowerment Group, LLC, and EEG reserves the right to recommend the subcontracting for any and all aspects of all services it performs for the School under this agreement, including without limitation payroll, fiscal services and/or any technology services.

N. School Superintendent. EEG shall select the superintendent or educational leaders and establish employment terms in consultation with the Board.

2. Obligations of the Charter School.

- A. Compliance with Law and Regulation.** The School and the Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all

required Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's Code of Regulations. EEG shall propose and the Board shall adopt, with consultation from legal counsel, reasonable rules, regulations and procedures applicable to the School and EEG shall be required by the School to enforce such rules, regulations and procedures at all times.

- B. **Other Services.** To the extent that the School elects not to contract with EEG for any of the products or services provided for in this Agreement, the School shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter.
- C. **Insurance.** The School shall comply with any insurance provisions as required by the Sponsor and Charter School Law which includes but not limited to General Casualty and Risk Insurance on the School Facility.

3. **Term and Termination.**

- a. **Initial Term.** The term of this Agreement shall commence May 1, 2018 and shall expire on June 30, 2020 (the "Initial Term").
- b. **Renewal.** Upon expiration of the Initial Term, this Agreement shall be automatically renewed for 3 additional terms of 3 years, or such other renewal period agreed upon by the Parties in writing and allowed by the applicable law, unless either party provides the other party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".
- c. **Termination.** Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - i. By both Parties if they agree in writing to the termination;
 - ii. By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Sponsor as required by applicable Ohio law and regulation and such termination or withdrawal of authorization results in the defunding of the School prior to the close of the Academic Year;
 - iii. Either Party files for bankruptcy or has a bankruptcy suit filed against it, which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.

- iv. Termination by the School. The School may terminate this Agreement in the event (i) the Contract is terminated or non-renewed, or (ii) EEG materially breaches this Agreement or causes a material breach of the Contract and (A) EEG does not cure said material breach within 30 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within 30 days, EEG does not promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School. Additionally, following the initial term, the School may terminate this Agreement without cause or a financial penalty.
- v. Termination by EEG. EEG may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) excluding the first year of operation, if any academic year results in a material operating deficit, as reasonably determined by the School and EEG, provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; (ii) the School fails to pay any fees due to EEG within thirty (30) days of receiving written notice that such fees are due; (iii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of EEG, and (A) the School does not cure said material breach within 30 days of its receipt of written notice from EEG, or (B) if the breach cannot be reasonably cured within 30 days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iv) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or (v) any EEG facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the school is damaged so that, in EEG's reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or practically, in the reasonable determination of EEG, provided that notice of termination is delivered by EEG to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

- d. **Notice of Termination.** In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than February 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year.
- e. **Obligations on Termination.** In the event this Agreement is terminated by either Party for any reason prior to the end of the Agreement's term:
- In the event that the School or EEG elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay EEG the fees due to EEG pursuant to "Fees" Section herein, then EEG shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to EEG pursuant to "Fee" Section herein, EEG may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment.
 - Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to EEG and/or any of EEG's affiliates any monies owing to such person or entity, and (ii) promptly return to EEG any materials containing the Educational Model, EEG's methods of instruction or operation and, subject to paragraph (b) below, all EEG's real and personal property, the Parties acknowledging that, subject to paragraph (b) below, all such material purchased by EEG with EEG's funds in furtherance of this Agreement shall be property of EEG. EEG shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement.
 - Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to EEG delivered within 30 days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by EEG and used exclusively or

primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the “remaining costs basis” of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, the “remaining cost basis” of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by EEG.

- All School financial records shall be made available to the School’s independent auditor.

4. **Financial Terms.**

Payments. The following shall represent the financial responsibilities between the Parties. The School shall also pay a monthly continuing fee to EEG of Sixteen Percent (16%) of the School's Qualified Gross Revenues, less the amount of any outstanding Default Costs and Expenses (“Fee”). “Qualified Gross Revenues” shall mean the revenue per student received by the Corporation from the State pursuant to the Ohio Revised Code.

- The School shall pay any costs required by the Charter not specifically included in this Agreement.
- All furniture, computers, software, equipment, or other personal property purchased with state funds that are paid to EEG for use in operation of the school is property of the School and is not property of EEG.
- As approved by the Board, Parties may agree to have EEG act as its payment agent for various other expenditures not included in the Continuing Fee. EEG will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation, subject to no inclusion of any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties.
- EEG will invoice the School monthly according to the Continuing Fee. The School shall make all such fee payments to EEG within ten (10) calendar days of the delivery by EEG to the School of an invoice therefore. EEG may charge interest at lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Ohio law, for any invoices unpaid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by EEG to perform under

the terms of this Agreement, or if the School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Charter Authority of funding due, or if the School is disputing any charges. The School shall notify EEG of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Ohio. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, EEG shall refund such amount to the School.

- To the extent that any adjustments as a result of a state audit are the result of EEG failure to adequately perform its responsibilities under this Agreement or the Charter, EEG will be required to either: (i) return any required funds to the School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding of the School, reduce the fees invoiced the School by the amount that funding is withheld. Additionally, should the School by way of FTE review or other audit or review by the State of Ohio or designee thereof be determined to owe back Qualified Gross Revenues, EEG agrees to contribute the Continuing Fee portion thereof.
- **Survival of Obligations.** This Section shall survive any expiration or termination of this Agreement until all payments properly incurred prior to the date of such expiration or termination shall have been paid in full.

5. **Proprietary Information**

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by EEG, the School agrees that EEG shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by EEG, its employees, members, Board of Directors, officers or subcontractors. The School shall have the right to use such materials during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by EEG, EEG shall have the sole and exclusive right to license such materials for use by other school districts, customers or other persons or entities or to modify and/or sell materials. The School shall treat any proprietary information owned, designed, developed, written, or created by EEG as though it were a trade secret or protected by copyright, and shall use efforts as may be reasonably requested by EEG in writing to refrain from disclosing, publishing, copying, transmitting, modifying altering or utilizing such proprietary information during the term of this Agreement or at any time after its expiration other than the extent necessary for implementation of this Agreement. Notwithstanding anything to the contrary, the School shall own all proprietary rights to curriculum or

educational materials that (i) are both directly developed and paid for by the School or (ii) were developed by EEG at the direction of the School with state funds dedicated for the specific purpose of developing such curriculum or materials. Any such proprietary rights to curriculum or educational materials may be subject to Ohio public records laws.

6. Indemnification.

- **Indemnification by EEG of the Board.** To the extent not covered by insurance or not barred by any state legislation, EEG shall defend, indemnify and hold the Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by EEG, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall apply to any successful indemnification claim brought against the School under its indemnity obligations set forth in Charter School Contract. In no event shall this indemnification apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of EEG shall survive the termination of this Agreement. EEG shall have the right, at its own expense, to participate in the defense of any suit, without relieving EEG of any of its obligations hereunder.

- **Indemnification by the School.** To the extent not covered by insurance or not barred by any state legislation, the School shall defend, indemnify and hold EEG and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which EEG and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any EEG officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the School shall survive the termination of this Agreement. The School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the School of any of its obligations hereunder.

- **Indemnification Procedure.** The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying

Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

7. Limitation of Liabilities.

- In no event will the School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of EEG, its directors, officers, employees, or agents.
- In no event will EEG and their respective employees or agents be responsible or liable for the debts, acts or omissions of the School, its directors, officers, employees, or agents.
- **Charter School Insurance.** The School and EEG shall maintain and keep in force insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the School may elect to maintain additional coverage. EEG shall be included as an "additional insured" as to any such coverage. The School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Sponsor or by the Charter, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.
- **Liability Insurance.** Liability insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the Charter School.

8. Notices.

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School:	Ohio Construction Academy Inc. 1725 Jetway Blvd. Columbus, OH 43219
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If to EEG:	EEG OCA, LLC. Attention: Officers 526 S. Main St., Suite 509 Akron, Oh 44311
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9. Miscellaneous.

- Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- Successors and Assigns. The terms and provisions of this Agreement shall be assignable by either Party only with the prior written consent of the other, which consent shall not be unreasonably withheld; provided that a change in control of EEG or its managing member, notice of which shall be provided by EEG to the Board, shall not be deemed a violation of this Agreement.
- Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

- Governing Law. This Agreement shall be governed and controlled by the laws of the State of Ohio. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Ohio, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.
- 501(c)(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance from the IRS that the Charter School is a tax exempt organization under Internal Revenue Code Section 501(c)(3).
- Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.
- Compliance with laws, policies, procedures, and rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.
- Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.
- Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute

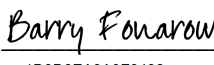
business records and shall have the same validity as any other generally recognized business records.

- Status and Relationship of the Parties. EEG is a limited liability company organized under the laws of in Ohio, and is not a division or a part of the School. The School is a Ohio not-for-profit education corporation authorized by the Charter School Law and is not a division or part of EEG. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of EEG shall be deemed to be an agent or employee of the School. EEG shall be solely responsible for its acts and the acts of its agents, employees and subcontractors and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between EEG and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement executed by EEG and the School.
- Additional Programs. The EEG shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to with the Board. The Board and EEG may decide that EEG may provide additional programs which are not inconsistent with the Contract or state or federal law. Payment for such programs or services shall be negotiated by the Parties separate and apart from this Agreement.

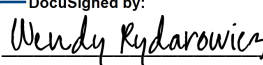
(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

Ohio Construction Academy, Inc.

By: 
DocuSigned by:
1D9D8EA3A9F8432...
Title: Board President
Date: 5/30/2018 1:11:34 PM PDT

EEG OCA, LLC.

By: 
DocuSigned by:
5645975740AA4FC...
Title: Co-Founder/CEO
Date: 5/30/2018 1:54:44 PM PDT

