

This **CHARTER** is entered into by and between **St. Aloysius** (“**Sponsor**”) and **Steel City High School** (“**School Governing Authority**”), the governing board of a new start-up Ohio public community school established as a public benefit corporation under Ohio Revised Code (R.C.) Chapter 1702.

WHEREAS, R.C. Chapter 3314 permits Ohio public community schools; and

WHEREAS, **St. Aloysius** is an authorized **Sponsor** under R.C. Chapter 3314; and

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at **209 W. Fourth Street, Lorain, Ohio 44052** (address of school) (“**School**”) in **Lorain County**, Ohio; and

WHEREAS, the **School** is located in the **Lorain City School District** (school district); and

WHEREAS, the **School Governing Authority** wishes to fully state or restate its agreement to operate an Ohio community school;

NOW THEREFORE, the **School Governing Authority** and the **Sponsor** enter into this Charter pursuant to the following terms and conditions. All Attachments and Recitals to this Charter are incorporated by reference and made a part of this Charter.

ARTICLE I

Purpose

1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, enter into a contract with a sponsor, acquire facilities as needed, and contract for services necessary for the operation of the School. The School Governing Authority may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The School Governing Authority is responsible for the management and administration of the School. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.3 below.

1.2 **Trade Names.** The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.

1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as **Attachment 1.3** are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within seven (7) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation on or after July 1, 2024, no later than December 31 of the current year, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit confirmation of the submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within seven (7) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

1.4 **Sponsor.** The **Sponsor** shall carry out the responsibilities established by law and in accordance with the written agreement entered into with the Department of Education and Workforce under division (B) of the Ohio Revised Code Section 3314.015, including:

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
 - (i) Conduct site visits to the **School** as necessary; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in the Performance Framework included as Attachment 6.4, the state report cards issued for the **School** under R.C. 3302.03 and R.C. 3314.017 and any other analysis conducted by the Department of Education and Workforce on at least an annual basis and provide the **School** and **School Governing Authority** with an annual report; and
 - (i) Report on an annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the department of education and to the parents of students enrolled in the community school; and
- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7 below*); and
- (d) Take steps to intervene in the School's operation to correct problems in the School's overall performance
 - i. If necessary, and appropriate, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**.
 - ii. Provided the **Sponsor** provides prior written notice to the **School Governing Authority**, and a reasonable opportunity to cure, the **Sponsor** may take over the operation of the **School** and may remove or replace **School Governing Authority** members should the **School Governing Authority** or any of its

members: (i) materially and substantially modify the operations of the school without approval from the **Sponsor** where such approval is required by law or by this Charter; (ii) abandon or be in material breach of its duties hereunder or at law, or (iii) for other good cause.

For purposes of this section, “for other good cause” shall mean the following: a) the **School Governing Authority**’s prolonged failure or refusal to act on any lawful directive given by the **Sponsor** when such directive is necessary for either the **Sponsor** or **School Governing Authority** to meet their obligations with respect to oversight or operation of **School** ; b) the **School Governing Authority**’s continued failure to substantially perform its duties for a period of thirty (30) days after written demand from the **Sponsor** is delivered where the failure is specifically identified and remedy can be achieved within thirty (30) days; c) misappropriation (or attempted misappropriation) of School funds; d) a **School Governing Authority** member or members has knowingly made a false certification to the **Sponsor**; e) the **School Governing Authority** has willfully engaged in misconduct, which is deemed by the **Sponsor** in good faith to be materially injurious to the **School** monetarily or otherwise; or f) **School Governing Authority** members exhibit dishonesty, habitual neglect, persistent and serious deficiencies in performance of its duties, incompetence in the performance of its duties, or acts in a manner that is likely to cause immediate and irreparable harm to the **School** or its students. In all cases the **Sponsor** will limit this power to the extent necessary and appropriate to correct the issue identified by the **Sponsor**.

- iii. If necessary, and appropriate, suspend the operation of the school pursuant to Ohio Revised Code section 3314.072 if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**;
- iv. If necessary, and appropriate terminate the contract of the school pursuant to Ohio Revised Code section 3314.07 if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**;
- (e) Monitor and evaluate the **School**’s fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties or closes before the end of the school year;
 - (i) Upon learning of financial difficulties the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
 - (ii) The **Sponsor** shall review and approve the plan within 10 business days of receipt; and

- (f) Provide assurances in writing to the department of education not later than ten (10) business days prior to the opening of the school's first year of operation or, if the **School** is not an internet- or computer-based community school and it changes the building from which it operates, the opening of the first year it operates from the new building as required in R.C. Section 3314.19; and
- (g) Abide by the requirements in the **Sponsor's** contract with the Department of Education and Workforce, even should those requirements affect the **School** and/or the **School Governing Authority**; and
- (h) Other activities designed to specifically benefit the **School**;
- (i) Oversee the **School's** closure; and
- (j) Have in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.

ARTICLE II

School Governing Authority

2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors or "Board") must contain at least five (5) Directors ("Directors" or "members"), who are not owners, employees, or consultants or immediate relatives of owners, employees or consultants, of the **School's** operator or the **Sponsor**. Further, **School Governing Authority** members shall comply with R.C. 102.03, 2921.42 and 2921.43.

The **School** shall maintain and provide to the **Sponsor** a roster of the current Governing Authority members. The roster must include information used for Governing Authority business, including each member's name, mailing address (not the school's address), phone number, and email address. Current resumes for each **School Governing Authority** member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**.

The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in the by-laws or code of regulations. The **Sponsor** shall be notified of any changes in members in writing including names, notices of new names, addresses, e-mail, resumes and telephone numbers, within seven (7) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5) based on the School Governing Authority's approved policy or resolution.

Each **School Governing Authority** member agrees to execute a conflict of interest statement on an annual basis and provide a copy to the **Sponsor** prior to May 31st.

The **School Governing Authority** must meet at least six (6) times per year and must send notice of all regular meetings to the **Sponsor** at least three (3) business days prior to the meeting. If the

School Governing Authority calls a special meeting, notice must be sent twenty-four (24) hours prior to the meeting. If the **School Governing Authority** calls an emergency meeting, notice must be sent immediately. The **School Governing Authority** must maintain a policy regarding how it will notify the public of all meetings. The **School Governing Authority** shall submit a meeting schedule to the **Sponsor** no later than July 1st of each school year. Any changes to the meeting schedule must be communicated within ten (10) business days of the change being approved.

All names of **School Governing Authority** members shall be posted on the **School's** website and updated timely as necessary.

2.2 Training of Governing Authority Members. All new **School Governing Authority** members are required to attend Board training, unless otherwise waived by the **Sponsor**. If the member chooses to complete the training offered by the **Sponsor**, which training shall be free of charge and offered in such a manner that the member may participate remotely, the member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. If the member chooses to complete training not offered by the **Sponsor**, this training must be at least four (4) hours in length or such other time that may be approved by the **Sponsor**. The member shall begin the training within thirty (30) days of appointment and complete the training within six (6) months. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** reasonable discretion (provided training is offered by the **Sponsor** free of charge). If additional training is required, the training will be presented at the board meetings or electronically with advance notice provided to all **Governing Authority** members. If the training is provided electronically, the **Governing Authority** members will have thirty (30) days to view the training.

2.3 Criminal Background Checks of Governing Authority Members. Under R.C. 3314.19(I), all **School Governing Authority Members** are required to obtain a criminal background check, in the manner prescribed in Ohio Revised Code Section 3319.39, free of disqualifying offenses, including both a BCII and a FBI. The BCII and FBI background checks must have been completed within one (1) year prior to the School Governing Authority Member being appointed to the **School Governing Authority**. A potential School Governing Authority member shall not serve on the **School Governing Authority** unless and until that person has submitted to a criminal records check in the manner prescribed by R.C. 3319.39 and a copy of the BCII and FBI check has been submitted to the **Sponsor**. The **Sponsor** shall approve the potential School Governing Authority member pursuant to R.C. 3314.02(E)(2)(a) and communicate the approval to the **School Governing Authority**. Each Board Member shall sign consent to release their background check to the **Sponsor**. Background checks will not be accepted if submitted by the **School Governing Authority** member or sent to the **School Governing Authority** member's address.

2.4 Material Adverse Effect. The **School Governing Authority** shall deliver to the **Sponsor** promptly upon obtaining knowledge of any event or circumstance that could reasonably be

expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the **School** including, but not limited to:

- (a) Any material breach of any covenant or agreement contained in this Charter, or
- (b) Any notice given to the **School Governing Authority** or any other action taken with respect to a claimed default under any financing obtained by the **School Governing Authority**, or
- (c) The failure of the **School Governing Authority** to comply with the terms and conditions of any certificates, permits, licenses, governmental regulations, a report in reasonable detail of the nature and date, if applicable of such event or circumstance and the **School Governing Authorities'** intended actions with respect thereto; or
- (d) The institution of or threat of any action, suit, proceeding, governmental investigation or arbitration against or directly affecting the **School Governing Authority** or any property thereof (collectively "Proceedings") not previously disclosed in writing by the **School Governing Authority**; or
- (e) Any material development in any Proceedings to which the **School Governing Authority** is a party or the **School Governing Authority's** property is subject.

Written notice of any of the above must be submitted to the **Sponsor** no later than seven (7) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority**, shall promptly be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent promptly upon request by the **Sponsor**.

2.5 **Sponsor Oversight.** The **School Governing Authority** and the **School's** administration covenant and agree to cooperate fully with the **Sponsor** in all activities as required by regulations of the Department of Education and Workforce for oversight of the **School**. This includes, but is not limited to:

- (a) Compliance site visits as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain documentation of all verification of compliance.
- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to financials@charterschoolspec.com no later than the 15th of every month for the previous month's financial activity. The **Sponsor** shall provide a written report concerning the review of the financials to the **Governing Authority** and the fiscal officer. The reports submitted may be in a format determined by the

School Governing Authority, but must include, unless otherwise agreed to by the parties:

- (i) Cash Fund Report – a listing of all funds used showing the month’s and year’s activity and balances; and
- (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
- (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form; and
- (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts; and
- (v) Check Register – a listing of all checks for the month; and
- (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts; and
- (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30-day increments; and
- (viii) Enrollment Records – in the form of monthly FTEs; and
- (ix) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report.

Fiscal Officers and the **School Governing Authority** will be notified if a deadline is not met and/or if reports submitted do not contain all data required. Both the Fiscal Officer and **School Governing Authority** will be notified if the **Sponsor** does not receive the required data within seven (7) calendar days of the deadline. Additionally, failure to provide the **Sponsor** with the required data within fifteen (15) business days of the deadline may result in a Corrective Action Plan; and

- (c) Signature on this document shall be evidence of granting read only access to the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School**.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**, the Department of Education and Workforce, or other required governmental agencies.

- (e) **Sponsor** representatives can act as non-voting ex-officio Board Members and shall be included in executive sessions unless explicitly excused by the **School Governing Authority** so that the **Sponsor** may be discussed or to avoid inadvertent waiver of attorney client privilege. When any **Sponsor** representative is included in an executive session, he/she will abide by all confidentiality rules applicable to Board Members.
- (f) If the **School** shall receive comments or findings in its annual audit, the **School Governing Authority** shall have a post-audit conference. The **School Governing Authority** shall consult with the Sponsor prior to waiving the post-audit conference. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses to waive the conference.

2.6 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the then current law requires. As required by law, the **School**, **School employees** and **School Governing Authority** shall attend training and receive technical assistance at the direction of the **Sponsor**. The **School Governing Authority** has the right to request and the **Sponsor** shall provide reasonable technical assistance or additional training in areas in which the **Sponsor** has knowledge provided the technical assistance is not the responsibility of the **School Governing Authority's** third-party vendors.

2.7 **Governing Authority Contracts.** If the **School Governing Authority** contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator with which the **School** has contracted.

2.8 **Internal Financial Controls.** The **School Governing Authority** shall submit copies of all policies and procedures regarding internal financial controls, including, if applicable, the **School's** credit card policy, adopted and include them as [Attachment 2.8](#) in this charter agreement.

2.9 **Public Records and Open Meetings Training.** The **School Governing Authority** members, the designated fiscal officer of the **School**, the chief administrative officer and other administrative employees of the **School**, and all persons contracted by the School's operator for supervisory or administrative services shall complete training on an annual basis on the public records and open meetings laws.

ARTICLE III

Operations

3.1 **Student Transportation.** The **School Governing Authority** will work to assure that transportation of students is provided to the extent that such transportation is required by law and shall maintain a copy of the transportation plan(s) provided by each local district that is responsible for transporting the **School's** students, in accordance with R.C. 3327.016. Under R.C. 3314.091, the **School Governing Authority** must notify the local traditional public school district if the

School Governing Authority will be accepting responsibility for student transportation. If the **School Governing Authority** has entered into an agreement with the local school district that designates the **School Governing Authority** as responsible for providing or arranging for the transportation of the district's native students to and from the community school pursuant to R.C. 3314.091(A), the agreement shall be submitted to the **Sponsor** for approval. If the **School Governing Authority** assumes the responsibility for the transportation of the local district's native students by notifying the local district pursuant to R.C. 3314.091(B)(2), then it shall notify the **Sponsor** of that decision and provide a transportation plan.

3.2 **Management by Third Parties.** Should the **School Governing Authority** enter into any contract for management or operation of the **School** or its curriculum or operations, or any portion thereof, such fully executed contract must be reviewed and negotiated by an attorney, independent of the **Sponsor** or the operator with which the **School** has contracted. The final contract shall be attached as [Attachment 3.2](#).

If the **School Governing Authority** desires to enter into a contract with an operator after execution of this Charter, change operators during the term of this Charter, or remove an operator and operate the **School** independently, the **School Governing Authority** shall submit information using the application provided by the **Sponsor** and receive approval from the **Sponsor** prior to making any change. If the **School Governing Authority** contemplates the termination of any operator during the term of this Charter, the **School Governing Authority** must provide "reasonable notice" and a "transition plan" to the **Sponsor** and receive approval from the **Sponsor**, prior to any proposed termination. In the event that a **School Governing Authority** fails to submit notice and receive approval prior to entering into a contract with an operator, changing an operator during the term of this Charter, or removing an operator, then the **Sponsor** may take steps to intervene in accordance with Section 1.4(d) of this Charter Agreement.

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within a reasonable amount of time. The **Sponsor's** approval of the proposed operator or the School's independent operation shall be received prior to execution or termination of a contract with the proposed or current operator. If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract within three (3) business days of execution. This contract shall be incorporated as [Attachment 3.2](#).

If the operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, acceptable to the Auditor of the State of Ohio. This information shall be included in the footnotes of the financial statements of the **School** and be subject to audit during the course of the regular financial audit of the community school.

If the operator loans money to the **School** or **School Governing Authority**, all moneys loaned, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

If the **School** permanently closes and ceases its operation as a community school, any property that was acquired by the operator of the school in the manner prescribed in R.C. 3314.0210 shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.

The **School Governing Authority** shall evaluate the performance of its operator. This evaluation shall occur annually, and a report of the evaluation shall be submitted to the **Sponsor by October 30th** of each year excluding the first year of operation or within forty-five days after the release of the local report card by the Ohio Department of Education, whichever is later.

3.3 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and will not be operated by a sectarian school or religious institution.

3.4 **Disposition of Assets.** To the extent permitted under Chapter 1702 of the Ohio Revised Code and the Internal Revenue Code with respect to a **School** which is a 501(c)(3) tax exempt organization, if the **School** permanently closes the **School and School Governing Authority** agree to distribute all assets in accordance with Section 3314.074 of the Ohio Revised Code. The **School** shall comply with the closing procedures as agreed to in [Attachment 3.4](#).

3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30th of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the school fails to open by the thirtieth (30th) day of September, or within one (1) year after the adoption of the contract pursuant to division (D) of section 3314.02 of the Revised Code if the mission of the **School** is solely to serve dropouts, the contract shall be void.(A)(25) of section 3314.03 of the Revised Code, the charter shall be void.

3.6 **Safety Plan.** Under R.C. 3313.669, 3313.6610, and 5502.262, the **School Governing Authority or designee** shall submit to the director of public safety, an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes. The **School Governing Authority or designee** shall also file a copy of the plan with each law enforcement agency that has jurisdiction over the school building.

3.7 **Racial and Ethnic Balance.** [Attachment 3.7](#) shall include the ways the **School** will achieve racial and ethnic balance reflective of the community it serves. Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order.

3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26 or R.C. 3314.06(A), tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.

3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as **Attachment 3.9** and shall be followed and may not be changed without the prior written notice to the **Sponsor**. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:

- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude;
- (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 that meet a definition of “at-risk,” as defined within this Charter, (iii) residents of a specific geographic area within the district, as defined in this Charter, (iv) separate groups of autistic students and nondisabled students under R.C. 3314.061 and as defined in this Charter, and/or (v) single-gender students of either sex.

If the number of applicants meeting admission criteria exceeds the capacity of the **School’s** programs, classes, grade levels or facilities, 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. The lottery may be conducted by the **Governing Authority’s** designee, which may include the operator, and the designee shall comply with the lottery policy adopted by the **School Governing Authority**.

- (c) The **School Governing Authority** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located. That policy shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and at the sole discretion of the authority, shall do one of the following:
 - (i) Prohibit the enrollment of students who reside outside the district in which the **School** is located; or
 - (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located; or
 - (iii) Permit the enrollment of students who reside in any other district in the state.
- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on the **School’s** local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early

entrance and/or the Early Entrance Student Acceleration Policy for Advanced Learners as applicable.

3.9.1 The **School Governing Authority** agrees to provide notices to students, parents, employees and the general public indicating that all of the **School's** educational programs are available to its students without regard to race, creed, color, national origin, sex and disability. Further, the **School** shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.

3.9.2 The **School** agrees to provide a copy of the most recent Local Report Card to parents during the admissions process under R.C. 3313.6411(B).

3.9.3 The **School Governing Authority** agrees to adopt a student residence and address verification policy for students enrolling in or attending the school pursuant to Ohio Revised Code 3314.03(A)(33).

3.10 **Attendance Policy.** The **School Governing Authority** must adopt a policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The **School** and **School Governing Authority** shall ensure all attendance and participation policies will be available for public inspection and that all policies comply with rule and law applicable to truancy and excessive absences. The **School's** attendance and participation records shall be made available to the Department of Education and Workforce, auditor of state and the **Sponsor** to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.

3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, 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 thereto. The **School's** 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 infringe upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a policy for the discipline of students receiving special education services. Additionally, the **School** shall not suspend, expel or remove a student from the **School** under section 3313.66 of the Revised Code solely on the basis of the student's absences from school without legitimate excuse.

3.12 **Students with Disabilities.** Upon admission or identification of any student with a disability, the **School** will comply with all federal and state laws regarding the education of students with disabilities. The **School** shall provide all necessary related services, or the **School Governing Authority** may contract for related services. The **School Governing Authority's** plan to provide these services is included in [Attachment 3.12](#).

3.13 **School Closure or Reconstruction.** The **School** agrees to 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 unless program changes are approved in writing by the **Sponsor**. In the event the **School Governing Authority** fails to continue until the end of the approved school year, the **Sponsor** may take steps to intervene in accordance with Section 1.4(d) of this Charter Agreement.

3.14 **Community School Bond.** No **School** shall initiate operation, unless the **School Governing Authority** has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of a bond, the operator may provide a written guarantee of payment, which shall obligate the operator to pay the cost of audits of the **School** up to the amount of fifty thousand dollars. Any such written guarantee shall be binding upon any successor entity that enters into a contract to operate the **School**, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.

3.15 **Enrollment and Residency Policy.** The **School Governing Authority** must adopt appropriate Enrollment and Residency Policies in accordance with applicable portions of sections 3313.672, 3313.64, 3313.65, 3314.03 and 3314.11 of the Ohio Revised Code. The **School** shall annually submit to the Department of Education and Workforce and auditor of state a report of each instance under which a student who is enrolled in the **School** resides in a children's residential center as defined under R.C. 5103.05.

3.16 **School Designations.** This **School** has not been created by converting all or part of an existing public school or educational service center building and is to be a new start-up school. If this **School** is determined to be a conversion school by the Department of Education and Workforce, the **School Governing Authority** shall comply with Ohio Revised Code 3314.03(A)(17) and 3314.03(B)(3). The School Governing Authority is not seeking a designation as a STEM school equivalent under Ohio Revised Code section 3326.032. The School Governing Authority is not intending to use a blended learning model as defined in Ohio Revised Code section 3301.079.

3.17 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, shall comply with the applicable requirements in: R.C. 3314.013 (Limits on internet- and computer-based schools); R.C. 3314.20 (Enrollment limits for internet or computer-based schools); R.C. 3314.21 (Internet or Computer Based schools); R.C. 3314.22 (Child entitled to computer supplied by school); R.C. 3314.23 (Compliance with Standards); R.C. 3314.232 (Standards for learning management software); R.C. 3314.24 (No contracts for facility space after 7-1-04); R.C. 3314.25 (Computer-based schools to provide location for statewide tests); R.C. 3314.251 (Locations for counseling, instructional coaching, targeting assistance); R.C. 3314.26 (Withdrawal of computer-based school student not taking tests); [3314.261 (Internet – or computer-based school attendance); unless the **School** is an internet- or computer-based school in which a majority of the students are enrolled in a dropout prevention and recovery program;] 3314.262 (Internet – or computer-based school student automatic withdrawal); R.C. 3314.27 (Maximum daily hours by computer-based school student); 3314.271 (Orientation course); R.C. 3314.28 (Plan by computer-based schools for services to disabled students); and R.C. 3314.29 (Division of certain internet-or computer-based community school), including the following:

- a. The **School** shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. The **School** shall provide upon request from the student or the student's parent or guardian such device or software at no cost to any student who works primarily from the student's residence on a computer obtained from a source other than the school; and
- b. The **School** shall provide a plan regarding how teachers will conduct visits with students throughout the school year. That plan shall be included as a part of Attachment 6.3, the **School's** Education Plan. The plan must include the number of times teachers will visit each student throughout the school year and the manner in which those visits will be conducted. The visits may be conducted electronically; and
- c. The **School** will set up a central base of operation and the **Sponsor** will maintain a representative within fifty (50) miles of the base of operation to provide monitoring and assistance; and
- d. The **School** will annually prepare and submit to the Department of Education and Workforce a report that contains the following information:
 - (i) Classroom size;
 - (ii) The ratio of teachers to students per classroom which is currently limited to 1:125 and as this ratio may be updated pursuant to R.C. 3314.21(B)(3);
 - (iii) The number of student-teacher meetings conducted in person or by video conference; and
 - (iv) Any other information determined necessary by the Department of Education and Workforce.
- e. The **School** will complete the plan for providing special education and related services to students with disabilities as required by the Department of Education and Workforce pursuant to rules adopted under Ohio Revised Code 3314.28 and submit the completed plan to the **Sponsor** on or before the required date.
- f. No internet- or computer-based school shall be permitted to enroll more than one thousand (1,000) students within its first year and must maintain student maximum enrollment limits as described in R.C. 3314.20.

ARTICLE IV

Compliance With Laws

4.1 **Compliance with State Laws.** The School shall comply with the following sections of the Ohio Revised Code as applicable to the School's operations: 9.90 (Purchase or procurement of insurance for educational employees), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings - exception), 149.43 (Availability of public records for inspection and copying), 2151.357 (Response respecting sealed records – index – limited inspection), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of assessments), 3301.0712 (College and work ready assessment systems), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.037 (Notification of report card results to parents, board); 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.539 (Concussions and school athletics), 3313.5318 (Mental health training for coaches), 3313.5319 (Cash payments at school-affiliated events), 3313.608 (Third Grade Reading Guarantee), 3313.609 (Grade Promotion and Retention Policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Advanced standing programs for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6024 (reporting on prevention-focused programs), 3313.6025 (Instruction on proper interactions with peace officers), 3313.6026 (FASFA data sharing agreement); 3313.6028 (Literacy curriculum), 3313.6029 (Parental notification of student assessment results), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6413 (Free feminine hygiene products in schools), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, expulsion, removal, and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment, intimidation, or bullying required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal based on absences: removal from grades pre-k through three; civil immunity; decisions not to provide mental health services), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.669 (Threat assessment teams), 3313.6610 (Anonymous reporting programs), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7112 (Diabetes care), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7117 (Individualized seizure action plans), 3313.721 (Health care for students), 3313.80 (Display of the national flag), 3313.814 (Standards governing types of food and beverages sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods);

determination of nutritional value; software), 3313.86 (Health and safety review), 3313.818 (Breakfast programs), 3313.819 (Free school meals), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs, school safety and violence prevention, and training on the board’s harassment, intimidation, or bullying policy), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Structured literacy certification), 3319.0812 (Pre-service teacher permit), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.324 (Student record transfer), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation); 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students; duties of board), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher and superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person having care of an absent student), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3322.20 (Ohio computer science promise program), 3322.24 (High school credit for courses under Ohio computer science promise program), 3323.251 (Dyslexia screening), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (School emergency management plans), 5502.703 (Ohio School Safety and Crisis Center), and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 2744 (Political Subdivision Tort Liability), 3365 (College Credit Plus Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4123 (Workers’ Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

The **School** shall comply with Chapter 102 (Public Officers – Ethics), and section 2921.42 (Having an unlawful interest in a public contract) of the Ohio Revised Code. The **School Governing Authority** must maintain a general conflict of interest policy.

If the **School** operates a preschool program that is licensed by the Department of Education and Workforce, the **School** shall comply with sections 3301.50 to 3301.59 of the Revised Code and the minimum standards for preschool programs under 3301.53 of the Revised Code.

The **School** shall also comply with R.C. 3302.04 (School district improvement support - continuous improvement plan) and R.C. 3302.041 (Implementation of corrective actions), including division (E) of R.C. 3302.04 to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by the **Sponsor**.

The **School** will comply with sections 3313.6021 and 3313.6023 of the Revised Code (Requirements to provide instruction in CPR and use of AED) as if it were a school district unless it is either of the following: (i) An internet- or computer-based community school; (ii) 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 Revised Code.

The **School** will comply with section 3321.191 of the Revised Code (Adoption of policy regarding student absences; intervention strategies), unless it is an internet- or computer-based community school that is subject to section 3314.261 of the Revised Code.

The **School**, unless it is an internet- or computer-based community school, shall comply with 3313.801 (Display of national and Ohio mottoes) as if it were a school district.

The **School** shall also comply with all applicable sections of Ohio Revised Code Chapter 3314 (Community Schools).

Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory are also mandatory under this Charter.

4.2 **Compliance with Other Laws.** The **School** and the **School Governing Authority** may not carry out any act or insure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law (including Title IX), Ohio law and this Charter. The **School** and the **School Governing Authority** are not exempt from federal laws, rules and regulations, or other Ohio laws granting rights to parents.

ARTICLE V

Facilities

5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at **209 W. Fourth Street, Lorain, Ohio 44052.** If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within seven (7) business days of its execution and shall be incorporated into this charter as **Attachment 5.1(a).** If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within three (3) business days of execution, and after purchase, a copy of the recorded conveyance documents shall timely be provided to the **Sponsor**. Any lease or sub-lease of the facility by any party, including the operator, must be documented in writing.

The **School Governing Authority** shall provide the following information in **Attachment 5.1(b):**

- (a) a detailed description of each facility used for instructional purposes; and

- (b) the annual costs associated with leasing each facility that are paid by or on behalf of the **School**; and
- (c) the annual mortgage principal and interest payments that are paid by the **School**; and
- (d) the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.

The facility will not be changed, and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the yearly budgets given to and assessed by the **Sponsor**. In any material change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs. Unless the **School** is an internet- or computer-based school, if the **School** changes locations, adds a satellite location or annex, the **Sponsor** shall conduct an opening assurances visit at the new location and submit assurances to the Department of Education and Workforce at least ten (10) business days prior to the **School** using the new facility. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

5.2 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until such time as the **Sponsor** has viewed all health and safety permits and permission to open has been granted as required by law. **Sponsor** shall have seven (7) business days to review the health and safety permits from the date the **School Governing Authority** notifies the **Sponsor** that such permits are available for review. Facilities will be maintained in a clean, healthy manner to the satisfaction of the proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.

5.3 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority**, to the extent that the **School Governing Authority** owns the facility, is solely responsible for the sale, lease or other distribution of the facility.

ARTICLE VI

Educational Program

6.1 **Number of Students.** The **School** will provide learning opportunities to a minimum number of students as required by R.C. 3314.03(A)(11)(a) and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve **grades 9-12 and ages 15-21** [and students over 22 years of age that are eligible to participate in a competency-based education program authorized by Ohio Revised Code section 3314.38]. The **School** shall provide the education plan template as provided by the

Sponsor as [Attachment 6.3](#) for all grades listed in this Charter. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the **School**, it shall submit a resolution requesting a charter modification to add grades. The **Sponsor** shall evaluate the request for a modification and respond accordingly. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

6.1.1 If thirty (30) days prior to the first day of school, the **School** does not have documentation to support projected enrollment of at least seventy-five (75) students for Drop-Out Prevention and Recovery Schools or one-hundred (100) students for traditional community schools, the **School** shall not be permitted to open unless it will be managed by an operator that the **Sponsor** determines has sufficient resources and demonstrated successful support for a school with a low enrollment. If the **School** will be managed by an operator as determined, the **Sponsor** shall review the number of students enrolled, documentation of projected enrollment, the financial and organizational position of the **School** and all other opening assurances requirements as prescribed by the Department of Education and Workforce. If the **Sponsor** determines that the number of students enrolled, the projected enrollment and the financial position of the **School** are not sufficient for the **School** to remain open for the entire school year, the **Sponsor** may require a guarantee of funding from the operator or other sources to keep the **School** in operation for the entire school year. The **School** will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Department of Education and Workforce.

6.1.2 If the **School** is a traditional community school and its student enrollment is below one-hundred (100) students for sixty (60) or more consecutive days during the school year or if the **School** is a Drop-Out Prevention and Recovery School and its student enrollment is below seventy-five (75) students for sixty (60) or more consecutive days during the school year, the **Sponsor** may place the **School Governing Authority** on a corrective action plan, probation or suspend the **School's** operations, provided the **Sponsor** follows the processes and procedures outlined in R.C. 3314.073, 3314.072, or such successor provision, and those processes and procedures included in this agreement.

6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law. Time is of the essence in continuing operation. Failure to continue operation without interruption is grounds for termination of this Charter.

6.3 **Curriculum.** For purposes of this Charter, in [Attachment 6.3](#), the vision, mission, philosophy, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into [Attachment 6.3](#). Any change in vision, mission, philosophy, focus of the curriculum and objectives and methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, if necessary, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned to Ohio's Learning Standards including English

Language Arts and Mathematics, Science and Social Studies and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. [Attachment 6.3](#) encompasses a description of the educational programs that will be offered to students including both classroom based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2).

6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar that includes testing/assessment dates [state, diagnostics, nationally normed and local] and professional development days and bell schedule that includes collaborative teacher planning time each year for approval by a date prescribed by the Department of Education and Workforce. The **School Governing Authority** acknowledges that the **Sponsor** and the Department of Education and Workforce need to approve changes to the school calendar or bell schedule and agrees to provide notice to the **Sponsor** of changes to the school calendar or bell schedule in a timely manner. If applicable, the **School** will also consult with each local traditional school district that transports students to the **School**, provided the same is required by law or the Department of Education and Workforce. Approval shall not be unreasonably withheld, denied, or conditioned. Any changes made without this approval may result in a corrective action plan.

6.3.2 The **School** shall develop a prevention/intervention plan not related to the special education non-discriminatory evaluation process for all students not found proficient on the Ohio system of assessments and/or the current tests being required by the Department of Education and Workforce. Each year, the **School** shall update the plan and develop additional plans relative to individual student performance.

6.4 **Accountability Standards.** The **School's** academic(s) and non-academic goals shall be reflected in the **School's** school improvement plan approved by the **School Governing Authority**. During the first year a School enters into sponsorship with St. Aloysius, the **School** shall establish two academic and one non-academic goal that are intended to impact grade card performance and align to grade card components by October 15th. Schools are expected to report on its performance on these goals throughout the year. Each year, the **School** will be assessed on its performance on these goals and applicable local report card measures set forth in section 3302.03 or 3314.017 of the Revised Code, per the performance framework in [Attachment 6.4](#). A school may use its One Plan as defined in Section 7.4 as the school improvement plan.

If the **School** does not meet performance expectations as defined in [Attachment 6.4b](#) Intervention Status it will be placed in intervention status. The **School Governing Authority** and **Sponsor** acknowledge some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the **School** will be evaluated, to the extent possible, on available indicators from the performance framework, and the **Sponsor** may consider qualitative data from other methods of data collection.

6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and

R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments recognized by the Department of Education and Workforce as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered. The nationally normed standardized assessment approved by the Department of Education and Workforce as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** upon request and no later than June 30th of each school year. In addition to the required testing, the **School** must assess and keep benchmarks related to interim progress if required by the Department of Education and Workforce. The **School** must report the benchmarks required by Department of Education and Workforce to the **Sponsor**. All assessments required by the **Sponsor** are identified in [Attachment 6.5](#). The **School** and **School Governing Authority** shall also comply with all applicable provisions of the Every Student Succeeds Act (ESSA).

6.6 **High School Diplomas and Graduation.** If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.61, 3313.611, 3313.6114, 3313.614, 3313.617, 3313.618, and 3313.6027 of the Ohio Revised Code as applicable. At least thirty (30) days before any graduation, the **School** shall make available to the **Sponsor**, upon request, a list of graduates and proof of meeting all Department of Education and Workforce graduation requirements and any other School Governing Authority requirements. Within ten (10) days of any graduation, the **School** shall provide electronically to the **Sponsor** a list of all graduates and copies of each graduate's diploma and transcripts.

ARTICLE VII

Reporting

7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the academic goals and performance standards of this Charter. The Annual Report shall include a statement from the **Sponsor**, its activities and standards. The **School** shall also post a copy of the **Sponsor's** annual report to the **School's** website by November 30.

7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in Section 2.5 of this Charter.

7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such other site visits or other impromptu visits as the **Sponsor** reasonably deems advisable or necessary. The **Sponsor** agrees to use its best efforts to limit-disruptions to education during said visits.

7.4 One Plan, One Needs Assessment and One Plan Checklist. The New Community School Checklist, One Needs Assessment and One Plan of the **School**, if applicable, shall be submitted to the **Sponsor**.

ARTICLE VIII

Employees

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with Ohio Revised Code Sections 3314.03, and 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. If the **School** is the recipient of moneys from a grant awarded under the federal race to the top program, the **School** will pay teachers based upon performance in accordance with Ohio Revised Code section 3317.141 and will comply with Ohio Revised Code section 3319.111 as if it were a school district. Upon request, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught, and the teacher's licensure or certification granted by the Department of Education and Workforce, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) or forty (40) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom, unless the **School** is approved as an internet- or computer-based school and then the ratio will be in accordance with Section 3.17 of this Charter. If the **School** uses federal funds for the purpose of class size reduction by using Title I or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 25 to 1. To the extent state licensure requirements change during the term of this Charter, the **School** shall comply with state licensure standards and shall not be required to comply with licensure requirements contained in this section, to the extent they conflict. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**.. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all **School** staff as [Attachment 8.1.](#)

8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter.

8.1.2 The **School** shall not employ an individual described in Ohio Revised Code Section 3314.104 in any position.

8.2 **Staff Evaluation.** The **School** must use the Ohio Teacher Evaluation System (OTES) and the Ohio Principal Evaluation System (OPES) process, or similar valid model, for evaluating teachers and principals/superintendents that includes goal setting based on the Ohio Standards for the Teacher Profession or the Ohio Principal Standards or the Ohio Superintendent Standards,

student performance measures (as defined by the Department of Education and Workforce), and an annual review that includes not less than two (2) formal observations and written evaluation reports. Any person conducting reviews must be credentialed by the Department of Education and Workforce, hold a current credential at the time of the evaluations, and follow rubrics aligned to the OTES and OPES models. A **School Governing Authority** member or designee and/or regional manager of the operator shall undergo appropriate training/credentialing by the Department of Education and Workforce and be responsible for evaluating the principal/superintendent.

8.3 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The dismissal procedures for staff and the plan for disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in [Attachment 8.3](#).

8.4 **Employee Benefits.** The **School** will provide to all full-time employees health and other benefits as set out in [Attachment 8.4](#). In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes [Attachment 8.4](#) to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The **School** or its designee shall establish and/or update an employee handbook prior to the first day of school each year.

8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position as may be required by R.C. 3319.39. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. 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 other state and federal laws regarding the privacy of the results of criminal records checks. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

All vendors and contractors providing essential services, as those services are defined in R.C. 3314.41, shall show proof, which may be provided through their employer, that they have been the subject of a criminal records check in accordance with R.C. 3319.392(D) and 3314.41.

All employees, staff, volunteers, vendors or contractors undergoing a criminal background check must sign consent to release the results to the **Sponsor**.

The **School** must comply with the teacher misconduct reporting laws and updated background check requirements found in R.C. 3319.31, 3319.313, 3319.314, and OAC 3301-20.

ARTICLE IX

Finance

9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The **Sponsor** shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the **School Governing Authority**, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.

9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within seven (7) business days after approval. Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.

9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.

9.2.2 By the end of the first year of the Charter, the **School Governing Authority** must maintain funds equal to three (3) months of treasurer fees in the event the **School** closes.

9.3 **Fiscal Bond.** Fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned on the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.

9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as [Attachment 9.4](#). Each year, the **School Governing Authority**, with the assistance of the **School's** designated fiscal officer, shall

adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Department of Education and Workforce. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third-party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.

9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within seven (7) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.

9.6 **Payment to Sponsor for Oversight.** For and in consideration of Three percent (3%) of the total amount of payments for operating expenses received by the School from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Prior to submitting an invoice for sponsorship services each month, **Sponsor** shall review the Community School Statement of Settlement, and make adjustments to its billing as necessary to prevent any overpayment of sponsorship fees. Payments to the **Sponsor** are to be made monthly by automatic ACH debit from the **School's** checking account and the **School Governing Authority** agrees to sign a Recurring ACH Payment Authorization form. The Governing Authority shall not be responsible for delays in payments to the **Sponsor** that result from actions taken by the **School's** bank or from any failure on the part of the **Sponsor** to provide sufficient information to the **School's** bank to enable automatic ACH debits. Automatic ACH debits for sponsorship fees will be initiated five (5) business days after the state foundation payments are received by the **School**, or ten (10) business days after the **School's** fiscal officer's receipt of the **Sponsor's** monthly invoice, whichever is later, in order to allow the **School's** fiscal officer time to review and/or dispute the amount to be debited. If the **School** should close and provided it is permitted under law, payments to the **Sponsor** shall be made in full after all retirement funds of school employees and salary obligations have been fulfilled to **School** employees. If the **School Governing Authority** is required to repay funds received by the **School** from the State of Ohio due to an FTE adjustment or other obligation, then the **Sponsor** shall repay the **School Governing Authority** the three percent (3%) fee it received with respect to such funds upon mutual agreement of the parties within an agreed upon timeframe or such time as may be required by the Department of Education and Workforce or the Auditor of State.

9.7 **Fiscal Year.** The fiscal year for the **School** shall be July 1 to June 30.

ARTICLE X

Insurance/Indemnification

10.1 **Liability Insurance.** Commercial general liability insurance at all times will be maintained by the **School Governing Authority**, in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The **School Governing Authority** shall also maintain directors and officers liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds, not just certificate holders.** The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.

10.2 **Indemnification.** The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, reasonable attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following:

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter; and
- (b) An action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities including without limitation, actions resulting in injury, death or loss to person or property by persons authorized by the **School Governing Authority** under ORC 2923.122(D)(1)(d) to convey or possess deadly weapons or a dangerous ordnance into a school safety zone; and
- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter by the **School Governing Authority**; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties on account of the **School** and/or **School Governing Authority**; and

- (d) As to the indemnification and hold harmless, but not the duty to defend, any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by the **School** or the **School Governing Authority** if the legal proceeding or action is found to be without merit, or is dismissed, and the right to appeal such judgment or order has been exhausted or has expired.

10.3 **Indemnification if Employee Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **School Governing Authority** and the **School** shall indemnify and hold harmless the **Sponsor** and its board members, Superintendent, employees and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the **School Governing Authority**.

ARTICLE XI

General Provisions

11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** shall employ an attorney, who shall be independent from the **Sponsor** or operator, to review and negotiate the agreement per R.C. 3314.036. The **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15th of the year in which the **School** intends to open. For renewal schools, this resolution must be passed by June 1st of the year in which the charter ends.

11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30th, or upon termination or expiration of this Charter.

11.3 **Access to Records.** The **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 **Sponsor** and designee personally identifiable information from an education record of a student without parental consent (or student consent where applicable) and that the **Sponsor** is authorized by Federal, State, and local law to conduct audit, evaluation, compliance, and enforcement activities of Federal and State supported education programs. Accordingly, the **School** agrees to grant to **Sponsor's** employees and **Sponsor's** designee's employees, Full and Complete 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 educational management companies) that is reportable to the Department of Education and Workforce or its agencies, or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System. "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.

The **Sponsor** agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit **Sponsor** employee(s) 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 the **Sponsor's** deletion, release, or alteration of information or data systems of the School or Department of Education and Workforce as a result of such access.

11.4 General Acknowledgements. The **School Governing Authority** specifically recognizes and acknowledges the following:

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).
- (b) The authority of the Department of Education and Workforce to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(E) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, assume the operation of the **School**, including replacing the entire School Governing Authority or any member of the School Governing Authority, in accordance with Section 1.4 of this Charter and R.C. 3314.073(B), suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Department of Education and Workforce may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncoded law under H.B. 119 of the 127th General Assembly for the period of that law's duration.

(g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.

(h) If the **School** closes, the **School's** operator or the **School's** chief administrative officer shall in good faith take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

11.5 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties.

11.6 **Term.** This Charter shall be for a term of **six (6) years commencing on July 1, 2024 and ending on June 30, 2030.** During the **2029-2030** school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor**, which shall occur prior to any contract renewal or at least every five years, whichever comes first. The high stakes review shall include a review of the data included in the performance framework of **Attachment 6.4.**

11.6.1 Each approved new school applicant will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with the Department of Education and Workforce to grant an initial six (6) year term to any approved new school applicant, this school's term shall be automatically renewed to fulfill an initial six (6) year term to provide the opportunity for review of a full five (5) years of data.

11.6.2 Even though schools may be granted safe harbor from closure under R. C. 3314.35, the provisions in this section 11.6 do not preclude the **Sponsor** from evaluating and closing the **School** for non-performance under these measures.

11.7 **Contract Renewal.** The conditions for renewal are:

- (a) Within the term of this charter, the **School** may be permanently closed if the Department of Education and Workforce determines that the condition(s) outlined in ORC 3314.35 have been met;
- (b) If the **School** receives a rating of 2 Stars [Meets] in at least one (1) applicable grade card component for the most recent school year or its overall report card score as calculated on the local report card is greater than three (3) of the five (5) comparison schools listed below, the **School** shall be eligible to be considered for renewal. If an overall report card score is not available, the schools will be compared using the index value as calculated for the progress component on the local report card or equivalent. The **School** may be eligible for reconsideration if the renewal decision aligns with the **Sponsor's** renewal evaluation

process and National Sponsoring Standards. After the **School** is eligible for renewal, a high stakes review will be conducted based on the performance framework comprised in Attachment 6.4 and the renewal application.

- i) **Black River Career Prep HS**
- ii) **Cleveland Academy for Scholarship Technology and Leadership**
- iii) **Invictus High School**
- iv) **Lake Erie International High School**
- v) **North Shore High School**

- (c) If the **School** is renewed and it received a rating of 2 Stars [Meets] in only one (1) applicable grade card component for the most recent school year, the **Sponsor** may offer a new charter agreement up to three (3) years.
- (d) If the **School** receives at least 2 Stars [Meets] in multiple LRC graded components and outperforms at least three (3) of its five (5) comparison schools, the **Sponsor** may offer a new charter agreement between three (3) to five (5) years.
- (e) If the **School** received a grade of at least 3 Stars [Meets] in multiple LRC graded components for the most recent school year, the **Sponsor** may offer a new charter agreement between five (5) to seven (7) years.
- (f) If the **School** receives at least 4 Stars [Exceeds] in multiple LRC graded components, the **Sponsor** may offer a new charter agreement between seven (7) to ten (10) years.

For all schools that are offered a new charter agreement, the new charter agreement is being offered based upon the prior performance of the **School**, and if the **School** is currently utilizing the services of an operator, this renewal is being offered upon the anticipated continual services of that operator for the entire length of the new charter agreement being offered. If the **School** intends to change the operator after the renewal decision is made, the **School** shall follow the process included in Section 3.2.

Unless the **School Governing Authority** gives notice as required under this Charter or in accordance with Ohio Revised Code section 3314.07(D), if the **Sponsor** has offered an option to renew this Agreement and no new agreement has been executed, at the conclusion of the term of this Agreement, this Agreement shall renew automatically for consecutive one-year terms until a new agreement has been executed, or the **Sponsor** gives notice to the **School** of non-renewal.

11.8 **Non-renewal of this Charter.**

- (a) After the high stakes review, the **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
 - i) Failure to meet student performance requirements stated in this Charter;
 - ii) Failure to meet generally accepted standards fiscal management;

- iii) Violation of any provision of this Charter or applicable state or federal law;
- iv) Other good cause.

By January 15th of the termination year of this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Charter.

- (b) If the **School Governing Authority** does not intend to renew this Charter with the **Sponsor**, the **School Governing Authority** shall notify the **Sponsor** in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Charter. In such a case, the **School Governing Authority** may enter into a Charter with a new **Sponsor** in accordance with R.C. 3314.03, upon the expiration of this Charter or at the sole discretion of the **Sponsor**, by an assignment of this Charter before its expiration date.

11.9 **Probation.** The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School Governing Authority** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation and after receiving the **School Governing Authority's** written assurances (satisfactory to **Sponsor**) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the then current school year. The **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the **School Governing Authority** is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. For purposes of this Charter, the **Sponsor** agrees to attempt to declare probationary status with the **Governing Board**, before proceeding to suspension, except in extraordinary circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.

11.10 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** if the **Sponsor** sends to the **School Governing Authority** a written notice of the **Sponsor's** intent to suspend the operation of the contract. The notice shall explain the reasons for the **Sponsor's** intent to suspend operation of the contract and shall provide the **School Governing Authority** with five (5) business days to submit to the **Sponsor** a proposal to remedy the conditions cited as reasons for the suspension. The **Sponsor** shall promptly review any proposed remedy timely submitted by the **School Governing Authority** and either approve or disapprove the remedy. If the **Sponsor** disapproves of the proposed remedy, if the **School Governing Authority** fails to submit a proposed remedy in the manner prescribed by the **Sponsor** or if the **School Governing Authority** fails to timely implement the remedy as approved by the **Sponsor**, the **Sponsor** may suspend the operation of the **School** pursuant to procedures set forth in ORC 3314.072(D)

The **School** may be suspended for the following reasons: (1) failure to meet student performance requirements stated in this Charter, (2) failure to meet generally accepted standards of fiscal management, (3) failure to comply with any provision of this Charter or applicable state or federal law, or (4) other good cause.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

Under R.C. 3314.072(E)(1), if the **School Governing Authority** fails to provide a proposal to remedy the conditions cited by the **Sponsor** as reasons for the suspension by the thirtieth (30th) day of September of the school year immediately following the school year in which the operation of the **School** was suspended, this Charter shall become void.

11.11 **Termination of the Charter.** The **Sponsor** may choose to terminate this Charter for any of the following reasons: (1) failure to meet student performance requirements stated in this Charter, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause.

Additionally, if the **Sponsor** has suspended the operation of this Charter under R.C. 3314.072, the **Sponsor** may choose to terminate this Charter prior to its expiration.

By January 15th of the year in which the **Sponsor** intends to terminate this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Charter.

The termination of this Charter shall be effective upon the occurrence of the later of the following events:

- (a) ninety (90) days following the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as prescribed in R.C. 3314.07(B)(3); or
- (b) if an informal hearing is requested under R.C. 3314.07(B)(3) and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice.

If this Charter is terminated for failure to meet student performance requirements stated in this Charter or for failure to meet generally accepted standards of fiscal management , then the **School Governing Authority** shall not enter into a charter with any other **Sponsor**.

11.12 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for the **Sponsor** to take steps to intervene in accordance with Section 1.4(d) of this Charter Agreement. Timeliness is defined as an answer in writing within seven (7) business days (unless another time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.

11.13 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.

11.14 **Assignments.** This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.

11.15 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's Designee**, the President; or, in the case of the **School Governing Authority**, the President, and to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School Governing Authority** President and the attorney for the **School Governing Authority**.

Should the **School** be abandoned by or not have in place, an administrator or an authorized Director of the School Governing Authority, the **Sponsor** may give notice to the Department of Education and Workforce.

The **Sponsor** agrees that to the extent that the **School** or **School Governing Authority** is required to provide notice regarding or copies of updated policies or attachments not otherwise requiring a charter modification and the same is disseminated and approved at an open meeting of the **School Governing Authority** at which a **Sponsor** representative is present, **Sponsor** will consider any notice required to be provided to it by the **School** or **School Governing Authority** to have been satisfactorily provided by the **School** or **School Governing Authority**.

It is expressly understood and agreed to between the parties that during the Term (and any renewal term), **Sponsor** is permitted to delegate at its discretion, any and all of its duties, under this Agreement to Charter School Specialists, LLC and any of its members, employees, agents, contractors or representatives.

11.16 **Severability.** Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

11.17 **Changes or Modifications.** This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing,

authorized and executed by both parties. Changes, amendments or modifications shall be developed with the goal of increasing the rigor of academics, financial or operational performance at the **School** and be based on best practices provided by NACSA with a commitment to growth and progress. The **School Governing Authority** acknowledges that it is anticipated that the **Sponsor** could update this Charter at any time to account for changes in law or duly adopted rule, or changes in the Ohio Accountability System. Therefore, the **School** understands that modification may be necessary during the Term of this Charter. Notifications required by this Charter shall not be considered changes or modifications of this Charter.

11.18 **Changes in Rule or Law.** The **School**, **Sponsor** and **School Governing Authority** shall not carry out any act or perform any function that is not in compliance with current 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 (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes

11.19 **Attachments.** All **Attachments (1.3-9.4)** to this Charter are attached hereto and incorporated by reference into the Charter.

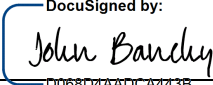
11.20 **Sponsor Authority.** **Sponsor** warrants and represents that it is an authorized **Sponsor** as defined in Chapter 3314 of the R.C. and that it is in good standing with the Department of Education and Workforce. **Sponsor** agrees to provide the **School** with a copy of any formal actions issued by the Department that adversely affect the ability of the **Sponsor** to sponsor community schools.

[Signatures on Following Page]

Executed this 8th day of May, 2024 in Hamilton Co, Ohio.

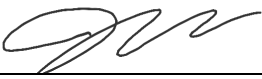
Sponsor
St Aloysius

School Governing Authority of
Steel City High School

By: 
D068D4AADC7443B...
(Name)

Its: President and CEO
(Title)

with full authority to execute this Charter for and on behalf of the Sponsor and with full authority to bind the Sponsor.

By: 
(Name)

Board President
Its: (Title)

with full authority to execute this Charter for and on behalf of the School Governing Authority and with full authority to bind the School Governing Authority.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/30/2024	202402904344	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

Receipt

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

NICOLA, GUDBRANSON & COOPER
25 W PROSPECT AVENUE SUITE 1400
CLEVELAND, OH 44115

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
5174673

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
STEEL CITY HIGH SCHOOL

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

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 01/30/2024

Document No(s):

202402904344



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 January, A.D. 2024.

Ohio Secretary of State

Form 532B Prescribed by:



Date Electronically Filed: 1/30/2024
Toll Free: 877.767.3453 | Central Ohio: 614.466.3910
OhioSoS.gov | business@OhioSoS.gov
File online or for more information: OhioBusinessCentral.gov

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

First: Name of Corporation

Second: Location of Principal Office in Ohio

City State

County

Optional: Effective Date (MM/DD/YYYY) (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

**** 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

Steel City High School

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

BECKY M. SCHEIMAN

(Name of Statutory Agent)

25 W PROSPECT AVE STE 1400

(Mailing Address)

CLEVELAND

(Mailing City)

OH

(Mailing State)

44115

(Mailing ZIP Code)

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

BECKY M. SCHEIMAN

(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned,

BECKY M. SCHEIMAN

(Name of Statutory Agent)

, named herein as the

Statutory agent for

Steel City High School

(Name of Corporation)

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

Statutory Agent Signature

BECKY M. SCHEIMAN

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

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

Required

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

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

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

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

THIRD: The Corporation is organized to provide educational services, either directly or indirectly, to the public and may engage in any lawful act or activity for which such corporations may be formed under Sections 1702.01 to 1702.99, inclusive, of the Revised Code of Ohio, and, in connection therewith, to exercise all express and incidental powers normally permitted such corporations. The Corporation is organized otherwise than for pecuniary gain or profit and shall be operated exclusively for educational purposes and shall be a public benefit corporation within the meaning of Section 1702.01(P) of the Ohio Revised Code.

FOURTH: Notwithstanding any other provision of these Articles of Incorporation, or the Code of Regulations, the Corporation shall neither exercise any powers nor conduct any activities which are prohibited to: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Code; or (b) a corporation to which contributions are deductible under Section 170(c)(2) of the Code.

FIFTH. The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including (for such purposes) the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Code or corresponding section of any future federal tax code.

SIXTH. No part of the Corporation's net earnings shall inure to the benefit of or shall be distributed to its Members, Directors, Officers or any other private individuals, except that the Corporation may pay to such persons reasonable compensation for services rendered and, further, may make payments and distributions to such persons in furtherance of the Corporation's exempt purposes as stated in Article THIRD, above.

SEVENTH. The powers of the Corporation shall be exercised, its business and affairs conducted and its property managed under the direction of the Board of Directors of

the Corporation, except as otherwise provided by the laws of the State of Ohio, these Articles, or the Corporation's Code of Regulations. The number and manner of selection of Directors shall be determined by the Corporation's Code of Regulations.

EIGHTH. The Corporation may be dissolved upon a majority vote of the Directors, provided that upon dissolution the Corporation, after paying or making provision for payment of all of the liabilities of the Corporation, must distribute its assets exclusively for the purposes of the Corporation in such manner, or to such organization or organization organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Directors shall determine.

NINTH. No substantial part of the Corporation's activities shall be to carry on propaganda, to attempt otherwise to influence legislation, or to participate or intervene in (including to publish or to distribute statements) any political campaign on behalf of any candidate for public office. The Corporation shall not engage in any activities which will characterize it as an "action" organization under §501(e)(3) of the Code.

TENTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in the manner now or later prescribed by statute; provided, however, that no such amendment, alteration, change or repeal shall affect the public benefit nature of the corporation.

CODE OF REGULATIONS
OF
STEEL CITY HIGH SCHOOL

ARTICLE I: GENERAL

Section 1. Name.

The name of this Ohio nonprofit corporation shall be Steel City High School (the "Corporation").

Section 2. Operation, Objectives, and Guiding Principles.

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

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

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

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

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

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

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

Section 3. Location.

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

Section 4. Property.

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

ARTICLE II: BOARD OF DIRECTORS

Section 1. Management.

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

Section 2. Authority.

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

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

(a) The Initial Directors of the Corporation shall be those appointed by an action of the Sole Incorporator. The Initial Directors shall serve until a Board of Directors is elected at a meeting of the Initial Directors on a date fixed by the Initial Directors. As their terms expire, Directors shall be selected at the annual meeting of the Board of Directors by the vote of a majority of the then-serving Directors, provided that a quorum of the Board of Directors is present. Unless a Director is elected pursuant to Article II, Section 4, each Director shall hold office for three (3) years from the date of his or her selection as Director or until his or her earlier resignation, removal from office, or death. If for any reason the Board of Directors fails to take action at any annual meeting to select Directors, the Directors then serving shall continue to serve until their successors are selected or until their earlier resignation, removal from office, or death.

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

(c) A Director (other than an ex officio Director) who fails to attend four (4) consecutive meetings of the Board of Directors shall be automatically removed from the

Board of Directors and relieved of all duties as a Director unless a majority of the remaining Directors vote to allow such Director to continue to serve on the Board of Directors.

Section 4. Director Vacancies.

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

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

ARTICLE III: MEETINGS

Section 1. Annual and Regular Meetings.

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

Section 2. Special Meetings

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

Section 3. Meetings Held Through Communications Equipment.

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

Section 4. Notice of Meetings.

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

Section 5. Action Without Meeting.

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

Section 6. Quorum.

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

Section 7. Voting

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

Section 8. Executive Session

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

Section 9. Minutes of Meetings.

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

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

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

ARTICLE IV: OFFICERS

Section 1. Election of Officers.

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

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

(2) Vice-President. The Vice-President shall perform duties as are conferred upon him/her by 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.

(3) Secretary. The Secretary of the Corporation shall keep minutes of all proceedings of the meetings and shall make proper records of the same which shall be attested to him/her. The Secretary 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 Board of Directors and shall perform such other and further duties as may from time to time be assigned to him/her by the Board of Directors or the President. The Secretary shall sign all deeds, mortgages, bonds, contracts, notes and other instruments executed by the Corporation requiring his/her signature.

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

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

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

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

Section 2. Qualifications and Authority of Officers.

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

Section 3. Terms of Officers.

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

Section 4. Resignation and Removal.

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

Section 5. Officer Vacancies.

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

ARTICLE V: COMMITTEES

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

ARTICLE VI: CONFLICTS OF INTEREST POLICY

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

ARTICLE VII: INDEMNIFICATION

Section 1. Indemnification.

(a) Except as otherwise provided in this Article, 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 of the Corporation, is named or otherwise becomes or is threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Corporation by its Board of Directors may indemnify any other person as deemed proper by said Board, 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 or proceeding (or 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 any time having been a Director, Officer, employee or other agent of or in a similar capacity with the Corporation, or by reason of being or at any time having been, at the direction or at the request of the Corporation, a director, trustee, officer, administrator, manager, employee, member, volunteer, advisor or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust, venture or other party or enterprise, including any employment benefit plan. Any Director who is a party to or threatened with any such action, suit, or proceeding shall not be qualified to vote and the remaining Directors shall thereupon determine, by a majority vote, whether indemnification is proper.

(b) 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: NON-DISCRIMINATION

The Corporation shall not discriminate on the basis of race, color, gender, national origin, ethnic origin, or any other basis prohibited by federal or state law with respect to its rights, privileges, programs, activities, and/or in the administration of its educational programs and athletic/extracurricular activities. The Corporation will not deny admission to students based on race, color, national origin, ethnic origin, or any other basis prohibited by federal or state law.

ARTICLE IX: AMENDMENT OF GOVERNING DOCUMENTS

Section 1. Articles of Incorporation

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

Section 2. Code of Regulations

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

ARTICLE X: CONFLICT WITH ARTICLES OF INCORPORATION

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

ARTICLE XI: DISSOLUTION

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

ARTICLE XII: MISCELLANEOUS

Section 1. Fiscal Year.

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

Section 2. Audit.

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

Section 3. Spending Authority.

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

STEEL CITY HIGH SCHOOL

STIPEND POLICY

The governing authority may provide for the compensation of its members by resolution. However, no individual who serves on the governing authority shall be compensated more than one hundred twenty-five dollars (\$125.00) per meeting of that governing authority and no such individual shall be compensated more than a total amount of five thousand dollars (\$5,000.00) per year for all governing authorities upon which the individual serves.

Each member of the governing authority may be paid compensation for attendance at an approved training program, provided that such compensation shall not exceed sixty dollars (\$60.00) a day for attendance at a training program three hours or less in length and one hundred twenty-five dollars (\$125.00) a day for attendance at a training program longer than three hours in length.

Steel City High School CONFLICTS OF INTEREST POLICY

Article I

Purpose

The purpose of the conflicts of interest policy is to protect the Non-Profit Corporation's interest when the Board of Directors ("Board" or "School") is contemplating a transaction, arrangement or other action that might affect the private interest of an officer, director, or employee of the School or when the private interest of a director of the Board might affect his or her judgment on a matter being considered by the Board. This Conflict of Interest Policy is designed to help directors and officers identify situations that present actual or potential conflicts of interest and to provide the Board a procedure which, if observed, will allow certain transactions to be treated as valid and binding even though a director or officer has or may have a conflict of interest with respect to the transaction. This Policy may also be used to identify actual or potential conflicts of interest involving prospective Board members. Where appropriate, prospective Board members may be asked to complete the attached Conflict of Interest Disclosure Form.

The Policy is intended to comply with Ohio Law governing conflicts of interest for governing authority members ("Director" or "Trustee") of nonprofit corporations holding a community school contract issued pursuant to Chapter 3314 of the Ohio Revised Code ("R.C." or "Code"). In the event there is an inconsistency between the requirements and procedures prescribed herein and those in the Code pertaining to non-profit and charitable corporations, the Code shall control. All capitalized terms are defined in this policy.

Article II

Definitions

1. Interested Person

An Interested Person is any director, officer, employee or member of a committee with Board delegated powers who has a direct or indirect Financial Interest or is engaged in certain Outside Activities.

2. Responsible Person

Any director, officer, employee or member of a committee with Board delegated powers.

3. Financial Interest

A Responsible Person has a Financial Interest if he or she has, directly or indirectly, through business, investment or a Family Member:

- a. an ownership or investment interest in any entity with which the School has a transaction or arrangement, or
- b. a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A Financial Interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a Financial Interest may have a conflict of interest only if the Board or appropriate committee decides that a conflict of interest exists.

4. Outside Activities.

Outside Activities are those which involve a Responsible Person or a Family Member who is a director, officer or employee of an entity that competes with or has contractual relationship with the School.

5. Family Member

Family Member means a spouse, domestic partner, parent, grandparent, child or spouse of a child, brother, sister, or in-laws, of a Responsible Person.

6. Business Associate

Business Associate means a person who a reasonable person would find to be in a position or have a relationship which would result in undue influence of the judgment of a Director on a matter being considered by the Board by reason of that person's relationship with the Director.

Article III

Procedures

1. Duty to Disclose

In connection with any actual or possible conflicts of interest, an Interested Person must disclose any existence of his or her Financial Interest or those of Family Members and Business Associates or his or her involvement in Outside Activities effecting a proposed transaction, arrangement, or other action of the Board. The Interested Person must be given the opportunity to disclose all material facts to the directors and members of committees with Board delegated powers considering the proposed transaction, arrangement, or other action.

2. Determining Whether a Conflict of Interest Exists

- a. After disclosure of the Financial Interest and/or Outside Activities and all material facts, and after any discussion with the Interested Person, the Board may conclude that a Conflict of Interest exists, in which case the Board will follow the procedures described in Section 3 below. If there is uncertainty about the existence of a Conflict of Interest, the Interested Person shall leave the Board or committee meeting while the determination of a Conflict of Interest is discussed and voted upon. The remaining board or committee members shall thereupon determine, by a majority vote, whether the disclosure shows that a Conflict of Interest exists or can be reasonably construed to exist.
- b. A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person may have a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- c. A Conflict of Interest exists and it shall be the School's policy not to elect as a Director an immediate relative of a Director or an individual who is currently or has been within the last year, or whose immediate relative is currently or has been within the last year, an owner, employee, or consultant of the School's sponsor or operator.

Likewise, if the School is sponsored by a school district or an education service center, the School shall not elect as a Director an individual who is currently or has been within the last year, or whose immediate relative is currently or has been within the last year, an officer of the school district or the education service center or an employee or consultant for the department, division or section of the

school district or education service center that is directly responsible for sponsoring community schools or has supervisory authority over such department, division, or section.

For purposes of this Article, immediate relative shall mean spouses, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the potential Director.

3. Procedures for Addressing the Conflict of Interest

- a. Once the Board determines that a Conflict of Interest exists the Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that causes the Conflict of Interest.
- b. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Board or committee shall determine whether the School can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.
- d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict of Interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the School's best interest and for its own benefit and whether the transaction is fair and reasonable to the School and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
- e. A person who has a Conflict of Interest with respect to a contract, transaction, or other matter that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a Conflict of Interest may not deliberate or vote on the contract or transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of the School has a Conflict of Interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors, but not if the election or reelection is presented as a slate consisting of two or more directors or officers.

4. Confidentiality

Each Responsible Person shall exercise care not to disclose confidential information acquired in connection with such status, including confidential information acquired during an executive session, or information the disclosure of which might be adverse to the interests of the School. Furthermore, a Responsible Person shall not disclose or use information relating to the business of the School for the personal profit or advantage of the Responsible Person, a Business Associate or a Family Member.

5. Violations of the Conflicts of Interest Policy

- a. If the Board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV

Records of Proceedings

The minutes of the Board and all committees with Board-delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the possible conflict of interest, any action taken to determine whether a Conflict of Interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

Article V

Compensation

1. A voting member of the Board who receives compensation, not including reimbursements, statutorily permitted stipends, or Board approved compensation for training, directly or indirectly, from the School for services is precluded from voting on matters pertaining to his or her own compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to his or her own compensation.
3. A Responsible Person is prohibited from accepting or soliciting any compensation, except as specifically allowed by law, for the performance of his/her duties or for the general performance of the duties of the Responsible Person's office.
4. A Responsible Person is prohibited from accepting or soliciting anything of value in consideration of appointing or securing, maintaining, or renewing the appointment of any person to public office, employment or agency.
5. A Responsible Person is prohibited from accepting or soliciting anything of value in consideration of preferring, or maintaining the status of, any public employee.

Article VI

Statements of Understanding

Each director, principal officer and member of a committee with Board delegated powers shall at the time of election and annually thereafter, sign a statement which affirms that such person:

- a. has received a copy of the conflicts of interest policy,
- b. has read and understands the policy,
- c. has agreed to comply with the policy, and
- d. has completed the Conflict of Interest Disclosure Form, which shall include the following disclosures:

- i. the names of any Family Members or Business Associates employed by any of the following within the previous three (3) years:
 1. the sponsor or operator of that community school;
 2. a school district or education service center that has contracted with that community school;
 3. a vendor that is or has engaged in business with that community school.
- ii. Whether he or she is a member of a school district board of education, in which case said director may not serve on the governing authority of any community school.
- iii. Whether a finding for recovery has been issued by the Auditor of State against the individual.

Article VII

Periodic Reviews

To ensure that the School operates in a manner consistent with its purposes and that it does not engage in activities that could jeopardize its status as a non-profit organization, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- b. Whether partners and joint venture arrangements and arrangements with management services organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the School's purposes and do not result in inurement or impermissible private benefit.
- c. Whether agreements to provide education and agreements with other employees and third parties further the School's purposes and do not result in inurement or impermissible private benefit.

Steel City High School
Conflict of Interest Disclosure Form

Name: _____ Date: _____

If you answer "yes" to any of the following question, please provide an explanation on a separate sheet. Clearly label the explanation with the number of the corresponding question.

1. Do you serve on the Board of Directors, work for or perform services for any other charter school?

_____ Yes _____ No

2. If yes, please list the charter schools and your relationship (eg. Director, employee, consultant, etc.) below:

School: _____	Position: _____
School: _____	Position: _____
School: _____	Position: _____
School: _____	Position: _____

3. Other than the charter schools disclosed above, to the best of your knowledge for the last 3 years have you or any Family Member (spouse, domestic partner, parent, grandparent, child or spouse of a child, brother, sister, or in-laws) or Business Associate (person with power to influence you) been an officer, director, trustee, sole proprietor, partner, employee, sales representative, agent, consultant, independent contractor, or advisory board member of an external organization/agency which has a contract or transaction with any of the following:

- a. the School;
- b. the School's operator (i.e. educational management organization);
- c. the School's Sponsor;
- d. a school district or educational service center (ESC) under contract with the School;
- e. a vendor that engaged in business with the School.

_____ Yes _____ No

4. If yes, please list the 1) Person, 2) Relationship to you (eg. my brother), 3) the name of the Person's Organization, 4) the Person's Position with the Organization; 5) Relationship identified in (a) – (e) above.

Name of Person: _____

Person's Relationship to You: _____

Name of Person's Organization: _____

Person's Position with Organization: _____

Relationship identified in (a) – (e) above: _____

5. Has a finding for recovery ever been issued against you personally by the auditor of state?

_____ Yes _____ No

6. Do you and/or other Family Members own stock which has an aggregate value of more than \$5,000 or which represents more than five percent (5%) of the voting stock in an external organization/agency which has a contract or transaction with the School?

_____ Yes _____ No

7. In the past 12 months have you received any compensation, loan, unusual gift, benefit, or hospitality from any School vendor?

_____ Yes _____ No

8. Are or will you or any Family Member be employed at the School (either directly or as an employee of the Educational Management Organization or any other company contracting or providing service to the School)?

_____ Yes _____ No

9. Do or will you or any Family Member be selling any supplies, materials, equipment, services or other personal property directly or indirectly to the School, the Educational Management Organization, or any other company contracting with the School?

_____ Yes _____ No

10. Other than this School Board, do you or does a Family Member currently serve on any other board, group or corporation or have a compensation arrangement with any entity that competes with or has a contractual relationship with the School such that a reasonable person would believe that your independent judgment as a Board Member might be compromised with respect to actions you would take or votes you would cast as a member of the Board?

_____ Yes _____ No

11. To the best of your knowledge, are there situations not described in this questionnaire which may give the appearance of a conflict of interest between you or a Family Member, or would make it difficult for you to discharge the duties of your office in an independent manner?

_____ Yes _____ No

12. Do you have a family relationship or a business relationship with any School officer, director or key employee?

_____ Yes _____ No

Relationship: _____ Family or _____ Business

Name of individual and relationship: _____

13. I acknowledge that as a Board Member of a community school operated by an educational management organization, pursuant to Ohio Revised Code §3314.02(E)(3), I and my immediate relatives are prohibited from being an owner, employee or consultant of the educational management organization or the Sponsor for the year following the completion of my Board service.

I hereby certify that the information set forth above is true and complete to the best of my knowledge. I have reviewed, and agree to abide by, the School's Conflict of Interest Policy that is currently in effect.

I further acknowledge that I have received a copy of Chapter 102 and Section 2921.42 of the Ohio Revised Code.

Signature: _____ Date: _____

Steel City High School
Internal Fiscal Control Policy



Massa
Financial Solutions, LLC

Financial Policies and Controls Manual

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Fiscal Management Overview

Massa Financial Solutions (MFS) strives to reflect sound economic and accounting policies in the operation of the Schools it serves. MFS believes that having established procedures and strong internal controls is an integral part of delivering the educational model and achieving the overall School mission.

MFS has established the following procedures to maintain internal control over all assets. The purpose for establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established school policies and procedures.

MFS utilizes SAGE 50 Accounting Software to record the financial transactions of the Schools it serves. This same software is used to generate all of the financial statements and related reports that are presented to stakeholders such as the Board of Directors, Authorizers, and Departments of Education. The accounting system is maintained on a remote server in Cleveland, Ohio that is secured and backed up on a daily basis, thus providing piece of mind to MFS clients that its financial systems are protected. (see Disaster Recovery Plan at end of this document) Additionally, MFS utilizes a secure cloud environment called BOX.com to store scans of all School financial records generated during the course of an engagement with MFS. Finally, as described in the Payroll section of this document, MFS strongly encourages the use of ADP payroll service. This service not only ensures that the School will remain in compliance with its tax reporting and filing obligations, but that all payroll records are protected and available for viewing at any time through password restricted access to the School's private payroll portal.

Finally, MFS employees high quality individuals with several years of charter school experience dating back to 1999. Many of the team members are credentialed as CPAs or have expertise in School Finance. MFS always maintains appropriate levels of professional services insurance or bonds, as required.



Bank Accounts

General

Bank accounts will be maintained at a financial institution as designated by the Board of Directors. If necessary, separate accounts will be established to account for Payroll expenses and Operating Expense separately. The School Fiscal Officer will maintain online access to these accounts via the bank's website which will allow for regular and timely monitoring of the financial transactions in the school's accounts.

Reconciliation

On at least a monthly basis, the School Fiscal Officer shall reconcile the bank account activity and the activity posted in the School's accounting system. Any reconciling items requiring attention will be adjusted prior to the completion of the following month's bank reconciliation. All reconciliations completed in the system will be published as a standard part of the School's monthly financial package.

Authorized Signatories

Certain designated individuals will be authorized to conduct business on the School's accounts. Such individuals shall be approved by resolution of the Board of Directors and also be on the appropriate signature card on file at the bank. It is recommended that all checks have two signers. Positions authorized for this access could be:

- CEO/ School Leader
- Board President
- Fiscal Officer



Investments

General

If there are sufficient balances on hand, the School may wish to invest a certain amount of School reserve funds in authorized investment vehicles. The Board of Directors shall be solely responsible for authorizing and establishing the School's investment strategy. MFS may assist the Board in this effort by providing information and analysis of eligible investment options, as well as, executing investment transactions.

All investments of the School shall be as permitted under current Ohio law.



Revenues

State and Federal Programs

Revenues of the School will primarily consist of direct deposits of monies from the State for various State and Federal Programs. Currently, the Schools receive monies from the following sources:

- State Aid (based on the formula)
- National School Lunch and Breakfast Reimbursement
- Title I, IIA, and IDEA Funds, as applicable

Receipts of direct deposits from these sources are recorded as revenue according to their source in the month they are received. However, monies received under the grant programs are credited against an established receivable in the SAGE 50 accounting system in the month they are received. The School's policy is to recognize revenue under the grant programs at the time eligible expenditures are incurred (done monthly) and to establish a receivable for the grant cash that is to be drawn down to cover those expenditures.

Miscellaneous Cash Receipts

General

From time to time, Schools may receive cash on-site. This may be related to special events admissions, book fairs, fundraising, donations or other such sources. Regardless of the source, it is important for the School to account for and safeguard all cash or cash equivalents (checks and money orders) received. To the extent possible, it is recommended that all cash be placed in a combination safe that is kept in the School leader's office. If this is not possible, any monies should, at a minimum be secured in a locked drawer or cabinet.

Cash Journal

Once money has been received on-site, the School Leader or their designee shall be responsible for logging the amount in the Cash Journal. Each entry should be specific as to the date, the amount, the nature of the receipt, as well as, the initials of the individual making the entry. On a weekly basis, this log should be sent via email to the School Fiscal Officer for review.

Deposits

On a regular and no less than bi-weekly basis (dependent on the amount on hand), the School Fiscal Officer will make arrangements with the School to pick up the monies and deposit it in the School's bank account. All monies shall be recounted at the time of pickup. In order to evidence that this transaction has occurred, the Fiscal Officer will sign and date the cash journal.

Prior to deposit, all cash should be bundled and any checks/ money orders endorsed "For Deposit Only". Once the monies have been deposited, the deposit receipt from the bank shall be maintained with the School's other financial records and be available for review and audit at all times. This activity will also be recorded in the general ledger and reconciled with other cash activity on a monthly basis.



Accounts Receivable

AR – Federal Funds Expended

As described in the Revenue policy, the School will establish a receivable for the amount of Federal monies expended under the Federal programs in any given month. Once the cash request is generated, and the funds are deposited, the receivable will be credited.

AR - Other

To the extent required, the MFS will generate invoices to outside entities/agencies on behalf of the School. Such invoices will be generated through the SAGE 50 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 Fiscal Officer will deposit the funds and credit the appropriate invoice in the accounting system.

AR Monitoring

On a regular basis, no less frequently than monthly, outstanding amounts left unpaid will be reviewed for collectability by the Fiscal Officer. After an amount has remained uncollected after 90 days, a determination will be made (based on the specific circumstances that may exist) as to what action will be taken on the invoice.



Requisition Policy

General

The School Fiscal Officer is responsible for assuring that all purchases are appropriate and necessary. Therefore, the following policy will be utilized by all staff of the School to requisition needed goods or services.

Requisition Initiation

The purchasing process is initiated when a staff member submits a purchase requisition via email to the School Leader or Business Manager (if one exists).

All requisitions from staff must be sent using the established Requisition Form. This form should be completed in full and attached to the email sent to the address established for requisitions. Requisitions not in the prescribed format will not be approved.

Additional requisitions less than \$1,000 may be made as authorized by the School Leader/ Board of Directors/ School Fiscal Officer via email approval. Requisitions under \$100 may be authorized by the School Leader/ Board of Directors/ Fiscal Officer via verbal approval.

Fiscal Approval

Once the Requisition has been approved by the School Leader or Business Manager, it will then be forwarded to the School Fiscal Officer for budget review and approval. If there are insufficient funds available in the budget or the Fiscal Officer has questions about the requisition, the form will be returned to the originator who will modify the request and return it to the Fiscal Officer. If the modifications are satisfactory, the Fiscal Officer will then approve the requisition and return it to the School for procurement.

Requisition Policy - Page Two

Placing Orders

Once the School receives an approved requisition, the order will be placed. If required by the vendor, a PO may have to be generated. Completed POs will then be used as the basis for contacting the appropriate vendor and placing the order. Only one individual at the School should be authorized to actually place orders with vendors. When orders are placed, the billing address should always be stated as:

School Name

Attn:

School Address

City, State, Zip

Receiving

Once goods and services are received, packing slips shall be reviewed by the receiver. If the goods or services are accurate, the packing slip will be initialed by the receiver and submitted to the Accounts Payable contact at MFS to be matched with the invoice and Purchase Order (or approved requisition) prior to any payment being made. The Accounts Payable process is addressed in a separate policy.

Enforcement

Please note that adherence to the Requisition Policy as described above is of significant importance. Requisitions made outside of this process will not be recognized as liabilities of the School, but of the individual initiating such an order. Exceptions to this policy are only permitted with the express written approval of the School Fiscal Officer. Further, any violation of this policy by members of the School staff may result in disciplinary action.



Procurement Policy for Federal Grants

Policies developed in accordance with federal guidelines in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200).

Purpose of these Procurement Standards/Policies

To clarify Federal requirements and procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.

School (Recipient) Responsibilities

The standards contained in this section do not relieve the School (recipient of Federal funds) of the contractual responsibilities arising under its contract(s). The recipient is the responsible authority, without recourse to the Federal awarding agency, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. This includes disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority as may have proper jurisdiction.

Codes of Conduct

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The School may take appropriate disciplinary actions for violations of such standards by officers, employees, or agents of the recipient.

Competition and Cost/Price Analysis

All procurement transactions must be conducted in a manner that provides, to the maximum extent practical, open and free competition. This means that, even if it seems like a "good deal," grantee agencies (the School or program) cannot make the purchase until a *cost/price analysis* has been done, or other vendors also are given consideration

Cost analysis is the review and evaluation of each element of cost to determine whether it is reasonable, allocable to that grant program, and an allowable cost for that grant program. *Cost analysis* involves an examination of all the elements used in calculating a contract's total estimated cost. For example, when fixed-price contracts are based on cost estimates, grantee agencies should perform a cost analysis to determine the reasonableness of the prices. Every cost element listed in the vendor's offer must be examined. Additional cost analysis should be done if there are contract modifications that introduce new conditions or more current information is needed.

Price analysis involves a comparison of marketplace prices. There are various ways to conduct a price analysis. These include comparing offered prices including discounts with those listed in commercial catalogs, or with those recently submitted for similar services. It can be done, for example, by comparing the price quotes submitted by vendors, or by telephoning other vendors to obtain their market price, or simply by comparing published market prices (such as from a classroom supply catalog, for example).

Soliciting competitive bid prices from vendors might be done in different ways. For example, a grantee agency could get vendor prices by advertising in newspapers, sending letters to prospective vendors, telephoning prospective vendors, or even by comparing prices in office supply catalogs.

The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Also, to eliminate unfair advantage, contractors who develop or draft grantee applications or contract specifications or requirements (or statements of work, invitations for bids or requests for proposals) must be excluded from the competition for that procurement.

Procurement Policy for Federal Grants – Page Three

Solicitations for bids should clearly state all the requirements the vendor must fulfill in order for the bid or offer to be evaluated by the grantee agency. The procurement should be given to the vendor whose bid or offer is responsive to the solicitation, and is the most advantageous to the grantee agency (considering price as the primary factor, quality, and other applicable factors). Any and all bids or offers may be rejected when it is in the grantee agency's interest to do so. This means that grantees do not have to accept the lowest bid received because other factors, such as quality of the product or service record of the vendor, also may be considered by the grantee in making the decision.

METHODS OF PROCUREMENT

Micro Purchases (< \$10,000)

Purchases under \$10,000 require little formal documentation; they are likely to be catalog purchases, with prices that are readily available from many vendors. A quick notation or copy of prices checked from at least one other source should be attached to the order or noted in the file. Conduct all procurement transactions in a manner that maximizes opportunities, increases quality (if a factor), and reduces the cost of the purchase.

Small Purchases (\$10,000 to \$250,000)

Purchases from \$10,000 to \$250,000 should have telephone or other quotations and simple purchase or performance descriptions. Inquire in the open market to ensure an advantageous price and quality. The file should document the inquiries made and offers received from at least three sources.

Large Purchases (>\$250,000 – “Simplified Acquisition Threshold”)

Purchases greater than \$250,000 should be treated more formally, either through competitive proposals or sealed bids:

Procurement by Sealed Bids

Primarily used for construction projects, sealed bids are publicly solicited requests for bids or proposals at a fixed contract price. The contracts are awarded to the bidder whose bid conforms in all material respects to the specified requirements and offers the lowest price. Sealed bids are the preferred method for procuring construction contracts if the following conditions apply:

Procurement Policy for Federal Grants – Page Four

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- The invitation for bids shall be publicly advertised;
- Bids must be solicited from an adequate number of known suppliers, providing them sufficient time to respond;
- The invitation for bids must fully describe the items or services sought, so that the bidder may properly respond;
- All bids will be opened at the time and place prescribed in the invitation for bids;
- A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- Any or all bids may be rejected if there is a sound, documented reason

Procurement by Competitive Proposals

Competitive proposals are used when more than one source is submitting an offer, and either a fixed price or cost-reimbursement contract is awarded. It is generally used when conditions are appropriate for the use of sealed bids. When this method is used the following conditions apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals must be considered to the maximum extent practical;
- Proposals must be submitted from an adequate number of sources;
- A written method will be used for conducting technical evaluations of the proposals received and for selecting recipients;
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- Competitive proposal procedures may be used for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

GENERAL PROCUREMENT PROCEDURES

(a) Federal procurement procedures require at a minimum, (1), (2) and (3) below.

(1) Recipients must avoid purchasing unnecessary items.

(2) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical method of procurement for each Federal Government grant expenditure.

(3) When soliciting competitive bids for goods and services, the solicitation process must provide for all of the following.

(i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(b) Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible.

When soliciting bids for goods or services, recipients of Federal awards shall take all of the following steps to further this goal.

Procurement Policy for Federal Grants – Page Six

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's businesses.

(c) The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient, but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting **shall not be used**.

(d) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

In certain circumstances, contracts with certain parties are restricted by agencies' implementation of E.O.s 12549 and 12689, "Debarment and Suspension." Recipients shall comply with the nonprocurement debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension." This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Procurement Policy for Federal Grants – Page Seven

No contract shall be made with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the Simplified Acquisition Threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

(e) Recipients shall, on request, make available for the Federal awarding agency, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply.

(1) A recipient's procurement procedures or operation fails to comply with the procurement standards in the Federal awarding agency's implementation of this Circular.

(2) The procurement is expected to exceed the "Simplified Acquisition Threshold" (currently \$250,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product.

(4) The proposed award over the Simplified Acquisition Threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the Simplified Acquisition Threshold.

Procurement records. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. For price analysis, this would mean keeping copies of all the documentation of the prices and vendors that were compared, identifying which vendor was chosen, and stating why that vendor was chosen. For cost analysis, it would mean keeping written documentation of the determination of whether a cost was reasonable, allocable to that grant, and allowable for that grants.

Procurement Policy for Federal Grants – Page Eight

In addition, the procurement records for purchases in excess of the Simplified Acquisition Threshold (currently \$250,000) shall include the following at a minimum:

- (a) Basis for contractor selection,
- (b) Justification for lack of competition when competitive bids or offers are not obtained, and
- (c) Basis for award cost or price.

Contract administration. A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions and specifications of the contract and to ensure adequate and timely follow up of all purchases. Recipients (Linfield School person overseeing the grant) shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions and specifications of the contract.

Contract provisions. The recipient shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all contracts. The following provisions shall also be applied to subcontracts.

- (a) Contracts in excess of the Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
- (b) All contracts in excess of the Simplified Acquisition Threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$150,000. For those contracts or subcontracts exceeding \$150,000, the Federal awarding agency may accept the bonding policy and requirements of the recipient, provided the Federal awarding agency has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

Procurement Policy for Federal Grants – Page Nine

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

(d) All negotiated contracts (except those for less than the Simplified Acquisition Threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(e) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A to this Circular, as applicable.

Costs

All allowable costs will be determined by OMB 2 CFR §200, FARs, and/or by the granting entity through grant manuals or award terms and conditions.

For Federally Sponsored awards, allowable costs generally fall within these guidelines:

1. Costs must be reasonable. This is defined as the action that a prudent person would take under the circumstances.

2. Costs must be allocable to federally sponsored agreements under the principles and methods described in OMB A-21. (See OMB Circular A-21; Unallowable Costs.)
3. Costs must be given consistent treatment through application of Generally Accepted Accounting Principles (GAAP) appropriate to the circumstances as dictated by Cost Accounting Standards (CAS). This includes the use of account codes for cost classification.
4. Costs must conform to any limitations or exclusions set forth in OMB Circular A-21 or in the sponsored agreement as to types or amounts of cost items.

Cost Classification: Assigning Account Codes

The administration of a contract or grant project involves identifying all costs associated with it. Cost information is needed both to manage the internal affairs of the School and to satisfy external requirements. An account code is assigned to each cost to classify the expenditure according to goods or services received.

Allowable Direct Costs

Direct costs are expenditures associated with grants, contracts, and cooperative agreements that are necessary for and can be identified with the performance of a specific sponsored project. Direct costs of a sponsored project include all personnel costs charged to the project, expenditures for supplies and equipment, travel expenses, printing, other service department charges, and any other expenses specifically identified with the project. The award document contains requirements or restrictions specific to the project.

Unallowable Costs

Unallowable functions, such as lobbying, public relations, and fund raising, are groups of costs that due to the nature of the function will make the expenditure unallowable. For example, salaries and wages are generally allowable costs; however, those same salaries and wages incurred for the benefit of a fundraiser are unallowable. Therefore, the function makes the expenditure unallowable.

Procurement Policy for Federal Grants – Page Eleven

Some unallowable costs, such as alcoholic beverages, are types of expenditures that are specifically unallowable by law, regulations and/or contract terms. See OMB Circular A-21 section J. Both unallowable costs and expenses connected with unallowable functions must not be direct charged to sponsored agreements. Other costs, such as utilities and building maintenance are unallowable as a direct cost unless approved in the proposal process and by the sponsor.

Facilities and Administrative Costs (Formerly Indirect Costs)

Facilities and Administrative (F & A) costs are expenditures associated with a grant, contract, or cooperative agreement that cannot be directly charged to nor specifically identified with individual sponsored projects. These costs include maintenance of physical facilities, library services, administrative services, and departmental administration. In general, F&A costs involve expenditures necessary for the development and maintenance of an environment conducive to research and other sponsored projects.

Most grants and contracts provide for the recovery of F&A costs incurred in their executions and management. The recovery is based upon negotiated rates and assessed to individual projects on a percentage basis. The negotiation is based on a review of the School's costs and assessment of the reasonableness of the charges.

In most cases, F&A costs for a sponsored project are calculated by multiplying the approved F&A rate and the wages paid on the award. F&A cost is charged based upon the rate and base in the approved award, up to the federally negotiated rate. Slight F&A cost adjustments may be made manually by the Grants Coordinator during the award closeout process.



Accounts Payable and Cash Disbursements

All vendor invoices are received by School personnel and forwarded to the Fiscal Officer. Once an invoice is received it is reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) If a purchase order was issued for the particular good or service invoiced for, it is closed and then matched to the invoice. Once the documents are matched, the Fiscal Officer will assign the specific expense account that should be charged based on the type of cost incurred.

On a daily basis, invoices that are ready to be paid are then entered into the School's SAGE 50 accounting system and then posted to the general ledger. An Accounts Payable Aging report is then generated by the system weekly and reviewed by the Fiscal Officer. Based on available cash balances, checks are then prepared for selected invoices, signed, and sent to vendors on at least a weekly basis. If special circumstances warrant and the Fiscal Officer approves, checks may be cut outside of the normal check run.

In order to determine the completeness of accounts payable at the end of each fiscal year, the Fiscal Officer will review all invoices paid by the School after yearend (6/30/XX) during the months of July and August (the "review period"). The review will primarily focus on the date that services were rendered or the period for which the charge is intended to benefit. The review will only apply to individual invoices that exceed \$1,500. Each item reviewed will be evaluated to determine if it was properly included or properly excluded from the School's accounts payable listing at 06/30/XX. If adjustments are required to properly classify items reviewed, they will be posted in real-time to the SAGE 50 accounting system as they are identified. Items identified outside of the review period that should be included in the School's accounts payable listing at 06/30/XX, should be brought to the Fiscal Officer's attention for a final determination on how the item will be recorded.

Checks are signed electronically by authorized signatories (See Bank Accounts Policy) using the MFS check writing software. The checks and the appropriate back-up documents are then assembled and presented for final review by the Fiscal Officer. Any corrections needed are made immediately. Once the review is completed and any necessary corrections made, the check is then authorized for release and the supporting documents are uploaded to a secure cloud environment. No manual checks are authorized without consent of the Fiscal Officer.

Finally, all other disbursement transactions outside of the procedures described here require specific approval from the School Fiscal Officer (i.e., transfers, cashier's check, withdrawals) and without such approval are unauthorized.



Purchasing Card ("PEX Card") Policy

The purpose of the School PEX card is to facilitate small purchases for the School when other means are not practical or efficient. The card is not a credit card nor a debit card. The card is a purchasing card intended to facilitate small dollar purchases via a pre-authorized funding of the card. This policy shall govern the appropriate use of the School's card and accounting for any card activity.

GENERAL

1. The Fiscal Officer will be responsible for the issuance, account monitoring, card retrieval or cancellation, and generally for overseeing compliance with the PEX Card Policy. The PEX card will be issued in the name of the Fiscal Officer and/or an employee designated by the Fiscal Officer.
2. The Fiscal Officer or an employee designated by the Fiscal Officer may use the PEX card, only for goods or services for the official business of the School.
3. Documentation detailing the goods and services purchased must be submitted through the standard requisition process and approved before payment with the card can occur.
4. The School will use disciplinary measures consistent with current law for any unauthorized use.
5. Any benefits derived from the use of the PEX card will be the property of the School.
6. The PEX card account will be funded prior to purchase being made. The School accepts full responsibility for funding the PEX card.

PEX CARD GUIDELINES

A VISA PEX card will only be issued to the School Fiscal Officer and those designated by the Fiscal Officer to receive a card. It will be honored for School business by any vendor or merchant who accepts the card. The PEX card credit limit will be limited to the approved amount for the purchase(s) being made.

PEX Card Policy – Page Two

Purchases made via the PEX card must comply with the School's financial policies and purchasing guidelines. This card in no way changes such policies. It simply provides another method for making certain payments.

Violations of this Policy and Guidelines may result in revocation of use privileges and termination of employment. Anyone who has inappropriately used the PEX card will be required to reimburse the School for all costs associated with such improper use.

CARD USAGE PROCEDURES

All PEX card transactions can be performed over the internet, over the phone, or in person by authorized individuals. When the PEX card is used, the following guidelines shall be used.

1. Plan expenditures in advance and obtain appropriate approvals in accordance with School purchasing and requisition policies.
2. Once approved, proceed with the purchase. Tell the merchant that payment will be made with the School's PEX card and that it is a non-taxable purchase. If it is an internet, phone or mail order, give the merchant the card number and expiration date.
3. Ensure all receipts are itemized.
4. Retain all receipts and PEX card slips for audit purposes.

TAX EXEMPTION

Individuals making the purchase must notify the vendor or merchant that the PEX card transaction should be tax exempt, as it is for goods or services to be used by the School. If requested, the standard Ohio Sales Tax Exemption Certificate should be presented to the vendor for audit purposes.

ALLOWABLE CHARGES

In general, the PEX card may be used for the following expenses:

1. Travel expenses
2. Conference registration fees.
3. School Materials
4. Small Equipment purchases (less than \$500)
5. Supplies

The PEX card may not be used for personal use, items not covered by the categories listed above, or for non-School use.

PEX CARD SECURITY

Authorized users of the PEX card are responsible for its protection and custody, and must keep the card in a secure location at all times. The Fiscal Officer will maintain ultimate control of the PEX card through the PEX secure website. If a card is lost or stolen, the Fiscal Officer must be notified immediately so that the card can be disabled.

ACCOUNTING PROCEDURES

Credit card statements, along with receipts for all items to be paid by the School will be reconciled on a monthly basis by the Fiscal Officer. This will include reconciling original receipts to the statement transactions. Receipts must show the date, purpose, and name(s) for which the expense was incurred.

The Fiscal Officer or designee will then assign an account code to each charge and record all activity in the School's general ledger on at least a monthly basis.

The Fiscal Officer must retain the approved PEX card statements and accompanying receipts on file in accordance with the School's Record Retention Policy.



Payroll and Related Liabilities

The School Leader or designated official is responsible for the monitoring the hiring or employees, authorizing salaries, initiating employment contracts and maintaining the staffing levels approved in the annual budget.

MFS strongly encourages each of its clients to use Automatic Data Processing (ADP), a national payroll provider, to execute its semi-monthly payroll. This will help ensure a timely execution of payroll, the filing of required returns, and overall compliance with current tax laws.

A designated School representative will work closely with MFS to collect all employee paperwork necessary to create an employment profile in the ADP payroll system. All contracts are paid equally over 24 pays unless otherwise designated by the Board of Directors. Additionally, all contracts are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc) are forwarded to the School Leader for review and approval prior to entering the change into the ADP payroll system and employee records.

The School is responsible for reporting staff absences and the use of substitute employees. Absentee reports are submitted on Friday of each pay period. These reports are submitted to School Administration and are used to update employee leave balances. Leave taken without sufficient leave balances are docked from employee's pay.

Enrollments and notices for all insurances and other deductions are submitted to School Administration on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by the School and MFS.

Upon the completion of preparing the semi-monthly payroll in the ADP system, a "Payroll Preview" is generated by the School and submitted to the Fiscal Officer for review. If no changes are necessary, the Fiscal Officer then authorizes the School to submit the payroll for processing and payment. At the same time, the Fiscal Officer transfers the funds necessary to cover payroll from the Operating account to the Payroll account.

Payroll accounts are reconciled by the Fiscal Officer on a monthly basis.



Capital Assets, Federally Funded Equipment, and Inventory

The School will follow a policy of capitalizing individual assets costing greater than \$5,000 or other thresholds as approved by the Board of Directors.

The School through the direction of the Fiscal Officer will maintain a record of all assets owned by the School and meeting the criteria for capitalization in a Schedule of Capital Assets.

The Schedule shall include than the following information:

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

All depreciation expenses related to the maintaining of these assets will be calculated using the estimated useful lives of the individual assets and recorded in the financial statements of the School through a posting to the SAGE 50 accounting system. Depreciation shall be adjusted in the system on at least a quarterly basis.

At least annually, a physical inventory of the School will be performed by School personnel and reviewed by the Fiscal Officer.

All requests for removal of surplus property, deletions and discards must be approved by the Board of Directors. All requests must be processed through the Fiscal Officer who will review the request and determine if it is reasonable. In no case should equipment be removed or discarded without prior authorization from the Board.

For Federally funded assets, items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

Items greater than \$5,000 must have the approval of the Federal awarding agency. If disposition instructions are not provided within 120 days of the initial request, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity

or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

Additional Federal Considerations (excerpt of 2 CFR 200.439)

The following rules of allowability must apply to equipment and other capital expenditures made from Federal funds:

- (1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity (Ohio Department of Education).
- (2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity (Ohio Department of Education).
- (3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity. See § 200.436 Depreciation, for rules on the allowability of depreciation on buildings, capital improvements, and equipment. See also § 200.465 Rental costs of real property and equipment.
- (4) When approved as a direct charge pursuant to paragraphs (b)(1) through (3) of this section, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- (5) The unamortized portion of any equipment written off as a result of a change in capitalization levels may be recovered by continuing to claim the otherwise allowable depreciation on the equipment, or by amortizing the amount to be written off over a period of years negotiated with the Federal cognizant agency for indirect cost.
- (6) Cost of equipment disposal. If the non-Federal entity is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment the costs of such disposal or transfer are allowable.
- (7) Equipment and other capital expenditures are unallowable as indirect costs. See § 200.436 Depreciation.



Business Expense Reimbursement

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. Guidelines for reimbursement of business related expenses for School employees are covered more substantially in a separate "Business Expense Reimbursement Policy".

Reimbursement requests must be submitted on a standard form (provided by Fiscal Officer) and completed with all required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual seeking reimbursement and their immediate supervisor.

All employees/ Board members are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

Approved reports are submitted to the Fiscal Officer for processing under the Accounts Payable guidelines.

Expenditures for any items not specifically covered by the "Business Expense Reimbursement Policy" are strictly prohibited and are not reimbursable to the employee, unless pre-approved by the School Leader.



Budgeting

The Board of Directors will annually adopt an operating budget for the upcoming School year. The Operating Budget is prepared under the direction of the Board, its designees, and the Fiscal Officer. The final decision-making authority with regard to budget issues rests with the Board with input from the Fiscal Officer and School personnel.

Increases, decreases, or other adjustments to the final operating budget that become necessary throughout the year must be presented to the Board for approval. Once approved, the change is recorded in the budget and updated in the SAGE 50 accounting system by the Fiscal Officer. A revised budget is then issued and becomes the new operating budget for the School.

At each regular meeting of the Board AND upon close of each fiscal year, the Fiscal Officer shall present to the Board a Statement that compares YTD actual results to the YTD budget.



Grant Programs

All applications for supplemental grant funding through State and/or Federal sources (such as Title I, Title IIA, and IDEA funds) require approval of the Board.

Upon receipt of an award notice, a budget document is prepared and then submitted to the Fiscal Officer for review and processing. Once approved by the Fiscal Officer, it is then approved by the Authorized Representative (typically the School Leader) and then forwarded to the Department of Education for review and approval.

Final approved budgets are returned to the Fiscal Officer and are made part of the School's operating budget. The Fiscal Officer is then responsible for monitoring grant award budgets. The School official or program coordinator acts as a control agent and is responsible for monitoring any specific compliance issues related to the grant.

Project Cash Requests

Project cash requests related to approved grant programs will be completed and submitted once a month. For the most part, requests for program cash will be supported by expenditures made by the school in the month prior (negative cash request). If there is cash on hand at the time a project cash request is made, this will be taken into consideration and adjusted on the request accordingly.

Final Expenditure Reports

At the conclusion of each Program period and by the due date required (typically September 30th), the School shall submit Final Expenditure Reports for each program detailing and certifying the total amounts expended or obligated during the reporting period. All amounts reported on the Final Expenditure Report shall be supported by underlying financial records that reflect amounts paid to eligible employees and vendors.

Overall, the School shall follow all applicable provisions of the Education Department General Administrative Regs (EDGAR).



Month End Closing Procedures

On a monthly basis, MFS staff will conduct a series of closing procedures to ensure the monthly statements are reconciled and reflective of the true financial position of the School. Upon a final review by the Owner/ Partner, MFS will produce a standard set of financial statements that will consist of no less than the following components:

- Statement of Net Assets (Balance Sheet)
- Statement of Revenues, Expenses, and Changes in Net Assets (Income Statement)
- Statement of YTD Budget versus YTD Actual
- YTD Check Register
- Bank Reconciliation for all accounts
- Accounts Payable Aging

These documents will be presented to the Board of Directors at the regularly scheduled meetings for approval. On a monthly basis, the financial statements will be also submitted to the School's Sponsor according to their required schedule.



Community School Funding Adjustments

In Ohio, ORC Section 3314.08 provides that funding for community schools is primarily driven by enrollment that is calculated on an annualized full-time equivalent basis or “FTE”. These calculations are based on the monthly submission of specific student data into EMIS. At the end of the year, a final EMIS submission is done and funding is adjusted accordingly. In addition to changes in data, FTE adjustments may also occur through FTE reviews conducted by the ODE to verify the accuracy of data reported. Through either the data submission process and/or an FTE review, adjustments are determined on an annual basis by comparing these “final” results to what the revenues the School actually received during the fiscal year. These adjustments may result in either additional funds being owed to the School (receivable)...or additional funds being owed by the School (payable).

MFS staff will continuously monitor the monthly ODE Settlement Reports and the posting of Final FTE Adjustment Listings on the ODE website for information on necessary adjustments. MFS will also monitor the results of any FTE review for any additional adjustments that may be required. MFS will record all such adjustments (positive or negative) at the time that they are identified. Generally, because these adjustments are determined after the year end of a given fiscal year, MFS will record these adjustments in the appropriate fiscal year on an accrual basis (positive adjustment=“receivable” and negative adjustment=“payable”) up until the 150-day unaudited financial statement deadline. After this deadline, such adjustments will be discussed with the auditor to evaluate materiality and discuss the proper treatment of such adjustments on the School’s financial statements.

After properly accounting for the revenue adjustments, MFS staff will work with the community school to identify all contracts and agreements that may be based on a percentage of revenue or number of FTEs. (e.g., often management agreements or sponsor contracts), as well as, determine which components of the ODE Settlement Report should be considered in the calculation. Any such contracts or agreements identified as meeting this requirement will also have amounts paid (or owed) to the other party adjusted accordingly with the final FTE/ Revenues set by the State. If necessary, MFS will work with the School and legal counsel to determine the proper handling of these items. Otherwise, MFS will work to ensure that these parties are aware of the adjustments needed and will also monitor current year invoices received from (or payments made) to these parties to ensure the adjustments are properly and timely accounted for. Should the School end their relationship with one of these providers, any amounts remaining due to School will be payable in full prior to the transition date. Lastly, MFS will advise the School if collateralization of possible future repayments is necessary.



Audit

The School will undergo an annual independent financial audit by a State Agency or independent firm qualified to perform audits of charter schools. In cases where the auditor is an independent firm, the Board of Directors shall make the selection after review of proposals from interested firms. The auditor will perform their audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards to determine whether the financial statements are fairly presented, financial reporting controls and policies have been properly designed and implemented, and whether the School has complied with all applicable laws and regulations. The auditor shall only render an opinion on the fair presentation of the financial statements. Additionally, if the School has expended over \$750,000 in federal monies, the auditor shall be required to perform a Single Audit of the School in accordance with OMB Circular A-133. Throughout the course of any audit, MFS will support the School and audit team by answering questions, being a liaison between the School and the audit staff, and providing all of the underlying records that support the amounts and disclosures contained in the School's financial statements.

Once the audit is completed, it will be released and made available to all stakeholders.

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 1st, day of July, 2024, by and between Oakmont Education, LLC, an Ohio limited liability company (the "Company") and the Board of Directors (the "Board") for Steel City High School (the Board and Steel City High School collectively referred to herein as the "School" or "Charter School"). Collectively, the Board and School operate as an Ohio not-for-profit entity.

W I T N E S S E T H:

WHEREAS, the Charter School has received a charter (the "Charter" or "Sponsor Contract") from St. Aloysius (the "Authorizer" or "Sponsor") to organize and operate a non-profit charter school under Chapter 3314 of the Ohio Revised Code and, as defined in applicable federal, state and local laws.

WHEREAS, the Company utilizes the proprietary Oakmont School Educational Plan which has been developed by the Company (the "Plan" or "Model"), and the Company has researched, developed and provides the requisite educational, managerial, financial and other consulting services necessary for the implementation of the Plan, which would not normally be available to the School from other sources;

WHEREAS, the Board desires the Company to provide such requisite management, educational, financial and other consulting services necessary to operate a public community school using the Oakmont Model in accordance with the Charter and applicable laws and regulations; and

WHEREAS, the Company desires to provide the aforementioned services and other expertise referenced above with respect to the Plan.

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

ARTICLE I. RESERVED

ARTICLE II

TERM

The initial term of this Agreement shall commence on July 1, 2024, and shall continue for a term of six (6) academic years through June 30, 2030 unless terminated sooner pursuant to the terms herein. Thereafter, this agreement will automatically renew for additional terms equal to the Sponsor Contract renewal term unless one party notifies the other party at least six (6) months prior to the expiration of the then-current term of its intention not to renew this Agreement.

ARTICLE III

MANAGEMENT SERVICES

The Board shall govern the School and be responsible for its operation in accordance with the Sponsor Contract. In order to assist the Board and the School in carrying out the terms of the Sponsor Contract, the Board hereby contracts with the Company to provide the School and the

Board the Educational Program (as that term is defined in Section 3.01(b)) and the functions, equipment, supplies, facility management, services and labor relating to the provision of education, management and day-to-day operation of the School as set forth hereunder all in strict accordance with the terms and conditions of the Sponsor Contract and applicable laws and regulations and in keeping with the Statement of Mission and Purpose as defined under Exhibit A (attached hereto and incorporated by reference herein).

In accordance with the foregoing, and subject to the other terms of this Agreement, the Company shall provide the School with the EDUCATIONAL AND ADMINISTRATIVE goods and services set forth as follows:

3.01 Educational Services.

(a) For the Term (as defined in Article II above and in accordance with Exhibit B, (attached hereto and incorporated by reference herein), the Company will provide to the School and its students the following educational services (the "Educational Services"):

Curriculum. The development and implementation of the curriculum used at the School, including a license for the use of the Company's Oakmont Curriculum and a loan of such lesson plan materials as the Company may provide in printed or other format for implementation of the Oakmont Curriculum as set forth in the Sponsor Contract;

Instruction. Oversight and coordination of the services to be provided by instructional personnel, School Director and the rest of the School's Leadership Team and its teachers and support staff;

Instructional Tools. The selection of instructional tools, equipment and supplies, including text books, computers, software and multi-media teaching tools and such other tools as are appropriate and commonly used in public education;

Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs which support the school's mission and goals and are budgeted during the annual budgeting process;

Additional Educational Services. Such other services as are necessary or expedient for the provision of teaching and learning at the School as may be agreed to in writing between the Company and the School.

(b) The Educational Services will be provided in accordance with the School's educational mission and goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at the School (collectively, the "Educational Program") as adopted by the Board of Directors of the School and as provided for in the Sponsor Contract;

(c) Subject to this Agreement, the Sponsor Contract, the Ohio Revised Code (the "Code"), the Company may modify the Educational Services, provided that any substantial modification of the Educational Services or change in the curriculum shall be subject to the prior approval of the Board of Directors and of any other person as may be specifically required by the Code or Sponsor Contract;

(d) The Company will be responsible and accountable to the School and the Board for the provision of the Educational Services, provided, that such obligations, duties and responsibilities are limited by the Budget established pursuant to Section 3.02(e) below, and the Company shall not and will not be required to expend funds on such services in excess of the amounts set forth in such Budget unless agreed to in writing by the parties or as otherwise set forth herein;

(e) Supplemental Programs Sponsored by Board. In addition to the educational services and administrative services provided by the Company to the School, the Board, may adopt and provide additional supplemental programs including, but not limited to, after-care programs, academic camps, and vocational training, to students and non-students of the School (the "supplemental programs"), provided that nothing herein shall require the Company to provide any such supplemental program. Company shall use its best efforts to implement such programs as adopted and funded by the Board. If the Company determines that such program is disadvantageous to the School or the Company is unable to implement such program then it shall report to the Board the specific reasons why such program cannot be implemented. The Board shall review such report and defer to the Company's reasonable recommendations regarding the Company's implementation of such program(s). However, the Board reserves the right to contract with third parties for implementation of supplemental programs, provided that said programs have been budgeted for or the Board has cash reserves available such that the funding of said programs will not prevent the Board from meeting its budgeted financial obligations. Company shall not be entitled to an additional fee from profits or any fees pursuant to supplemental programs provided by the Board and/or an outside party providing related services under this provision.

(f) Additional Programs Sponsored by Company: Company shall not be obligated to provide any goods or services that are not explicitly agreed to hereunder. The Board and the Company may decide that the Company may provide additional programs which are not inconsistent with the Sponsor Contract or state or federal law. Exhibit B hereto may be modified as needed to reflect the allocation of responsibility for the costs thereof.

3.02 Administrative Services. For the Term (as defined in Article 2 above), the Company will provide to the Charter School the following administrative services (the "Administrative Services"):

(a) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services;

(b) Facility Operation and Maintenance. Operation and maintenance of the Charter School's facility (the "Facility") to the extent consistent with any and all leases or other documents pertaining to the Facility;

(c) Business Administration. Administration of the following business aspects of the Charter School;

(i) Payroll. The Company will manage the payroll for Company's employees and contractors using ADP or such other suitable alternative payroll provider as the Company may select from time to time. The Company will be responsible for all data input. Company, with the assistance as may be required by the School, will provide: all necessary employee personal and

salary information at the time of hire and/or dismissal; all employee time records shall be completed in a timely manner at the conclusion of each pay period.

(ii) Board Expenses. The Board of Directors shall bear all costs for and be responsible for remitting payment to all Board approved vendors. The Company is responsible for placing orders for those goods and services necessary to perform the educational and administrative services enumerated in this Agreement; providing invoices and competent documentation to the fiscal officer for payment; and complying with the Budget. The Board is responsible for those costs which do not contribute to the Company's performance of the educational and administrative services enumerated in this Agreement, including but not limited to: legal fees for representation of the Board, accounting, fiscal officer, School audit and tax preparation fees, Sponsor fees and any other miscellaneous expenses, costs and/or fees incurred by the Board and unrelated to the Company's obligations under this Agreement.

(iii) Transportation and Food Services. The Company will coordinate with entities with which the Charter School contracts for the provision of transportation and food services for the students enrolled at the Charter School, management and assessment of the services provided under such contracts, and supervision of employees involved providing such services, all as required by the Board.

(d) Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both parties, which approval may not be unreasonably withheld;

(e) Budgeting and Financial Reporting.

1) On or before May 1st of each year, Company will prepare an annual budget using the same format as the current year's annual budget (unless a different format is required by the Code, the Sponsor or the Board) which will be subject to the approval of the Board, which approval will not be unreasonably withheld. The projected annual budget will include the financial details relating to the operation of the School, excluding those costs which are the responsibility of the Board. The fiscal officer will incorporate the annual budget prepared by Company into the final Charter School budget which shall be inclusive of Board expenses and operating costs (the "Budget").

2) Company will be responsible for the preparation of a detailed schedule of all expenses related to payroll and benefit costs, and the preparation of a detailed schedule of all orders placed and all invoices and receipts submitted for payment. The fiscal officer shall be responsible for the preparation of financial statements and for acting as liaison between the Board of Directors and the independent auditor. Invoices not submitted in accordance with standard operating procedures may cause a delay in invoice payments and/or reimbursements to the Company as described below in Section 5.03(g).

3) Company will prepare such schedules and analyses as requested by both the fiscal officer and/or independent auditor in the course of preparing and / or auditing the financial statements of the School.

4) Company will prepare such other reports on the operation of the School as requested or required by the Department of Education, the Board or the Authorizer to ensure compliance with the terms of the Charter.

5) Company will be responsible for the expenditure as well as detailed reporting and coding of all expenses associated with state and federal grants including monthly submission of all expenses and reports for reimbursement and draws associated with each federal and state grant awarded to the School. Any expenditure or coding of expenses associated with state and federal grants shall be completed in accordance with the rules, regulations and purposes set forth for the state and federal grant programs.

(6) Company will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the Board to monitor the Company's performance under this and related agreements including the effectiveness and efficiency of its operations at the Charter School.

(f) Maintenance of Financial and Student Records.

1) Company will maintain accurate financial records pertaining to the Charter School, together with all Charter School financial records prepared by the Company and retain all such records for the periods set forth in the Board's Record Retention Policy. All the Charter School financial records retained by the Company pertaining to the Charter School will be available to the Charter School, the Authorizer, and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) days. Upon termination of this Agreement, such records will be delivered to the Board who shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such financial records are and shall be at all times the property of the Charter School).

2) Company will maintain accurate and complete student records pertaining to the students enrolled at the Charter School as is required and in the manner provided by the Charter, the Code and applicable laws and regulations, together with all additional Charter School student records prepared by or in the possession of the Company, and retain such records permanently on behalf of the Charter School, until this Agreement or its successor (if any) is terminated, at which time such records will be distributed as directed by the Charter School (it being understood that such student records are and shall be at all times the property of the Charter School). The Company and the Charter School will maintain the proper confidentiality of such records as required by law and the Charter.

3) Company will maintain accurate employment, business and other records pertaining to the operation of the Charter School as is required and in the manner provided by the Charter, the Code and applicable laws and regulations, together with all additional Charter School employment, business and other records prepared by or in the possession of the Company, and retain such records in accordance with the Board's Record Retention Policy on behalf of the Charter School until this Agreement or its successor agreement (if any) is terminated, at which time such records will be destroyed or distributed as directed by the Charter School as the case may be, (it being understood that such employment, business, and other records are and shall be at all times the property of the Charter School). The Company and the Charter School will maintain the proper confidentiality of such records as required by law and the Charter.

4) The Board shall be entitled at any time upon reasonable notice to the Company to audit the books and records of the Company pertaining to its operation of the Charter School pursuant to this Agreement (including, without limitation, the financial records relating thereto). This provision will only apply to the direct goods and services provided to the Board and will not include the management fee as defined hereunder, except as is otherwise required by law or disclosures required for the School's annual audit.

5) In the event that the Company is notified of a litigation hold on any or all School records as a result of pending or anticipated litigation, the Company shall ensure that all records covered by such litigation hold are not discarded, deleted, or destroyed.

(g) Admissions. Implementation of the Charter School's admission and enrollment policies in accordance with the Charter, the Code, and applicable laws and regulations;

(h) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code, the procedures established by the Board, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the Charter School's duties and obligations under the Code and other applicable laws and regulations;

(i) Academic Progress Reports. Company will provide to the Board on an annual basis (or more often if necessary for the Board to satisfy its obligations under the Charter, the Code and other applicable laws and regulations) a report detailing (A) the Charter School's students' academic performance, and (B) the Company's performance of the Educational Services and Administrative Services;

(j) Rules and Procedures. Company will recommend rules, regulations and procedures applicable to the Charter School and its students and will enforce such rules, regulations and procedures adopted by the Board that are not in direct conflict with this Agreement, the Charter, the Code and other applicable laws and regulations; and

(k) Parent Satisfaction Forms. Upon a request by the Board, Company will provide to the Board copies of Parent Satisfaction Forms which have been completed by parents of Charter School students. In addition, summaries of Parent Satisfaction Forms will be promptly provided to the Charter School on an annual basis.

(l) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the Charter School as agreed to in writing from time to time by the Company and the Board.

1) Subject to this Agreement, the Charter, the Code, other applicable laws and regulations, the Company may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that any modification of the Administrative Services will be subject to the prior approval of the Board of Directors and of any other person as may be specifically required by the Sponsor Contract or the Code.

2) Company will be responsible and accountable to the Board for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 3.02 (e) above and the Company shall not and will not

expend funds on such services in excess of the amounts set forth in such Budget without prior approval.

3.03 Place of Performance; Provision of Offices. The Charter School will provide the Company with necessary and reasonable classroom and office space at the Facility to perform all services described in this Agreement. The Company will provide instructional, extra-curricular and co-curricular services at the Facility. The Company may provide other services elsewhere, unless prohibited by the Charter, the Code and other applicable laws and regulations.

3.04 Authority. The Charter School provides the Company the authority and power specifically set forth herein in order for the Company to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated under the provisions of the Code, any other applicable laws and regulations, or the Sponsor Contract.

ARTICLE IV

RELATIONSHIP OF THE PARTIES

4.01 Status of the Parties.

(a) The Company is not a division of any part of the Charter School. The Charter School is an independent nonprofit corporation established under the Code and is not a division or a part of the Company. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties. Nothing herein will be construed to create a partnership or joint venture by or between the Charter School and the Company. Neither the Charter School nor the Company will hold itself out as a partner of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the Charter School nor the Company has, and neither will represent that it has the power to bind or legally obligate the other. Notwithstanding the foregoing, Company understands that is acting on behalf of the School; and has a contractual duty to act in good faith and adhere to the federal and state laws governing charter schools including ethics laws and conflict of interest, to the extent applicable to the Company.

(b) Company is an independent Educational Management Organization and limited liability company established under the Ohio Revised Code. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and full disclosure.

4.02 Company Attendance at Board Meetings. The Company shall receive notice from the Board of any regular, special, or executive session meeting of the Board. The Company shall have a representative available at all Board meetings for school reports. The Company shall have the right to have its Vice-President for Operations or his/her designee present at any such meeting, except during the Board's annual evaluation of the Company's performance under the Charter or during executive session.

4.03 No Related Parties or Common Control. The Company will not have any role or relationship with the Charter School that, in effect, substantially limits the Charter School's ability to exercise its rights, including cancellation rights, under this Agreement. The Board may not include any director, officer or employee of the Company. None of the voting power of the Board will be vested in the Company or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board of Directors or Members of the Company will be vested in the Charter School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the Charter School and the Company will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986 as amended (or its successor), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986 as amended (or its successor).

4.04 Other Schools. The parties acknowledge that this arrangement is not exclusive and that the Company will have the right to render similar services to other persons or entities including other public or private schools or institutions ("Other Schools"). The Company will maintain separate accounts for reimbursable expenses incurred on behalf of the Charter School and Other Schools and only charge the Charter School for expenses incurred or consideration earned on behalf of the Charter School. All grants or donations received by the Charter School, or by the Company for the specific benefit of the Charter School, will be maintained in separate accounts and used solely for the Charter School. If the Company incurs authorized reimbursable expenses on behalf of the Charter School and Other Schools which are incapable of precise allocation between the Charter School and Other Schools, then the Company will allocate such expenses among all such Other Schools and the Charter School on a *pro rata* basis based upon the number of students enrolled at the Charter School and the Other Schools, or upon such other equitable basis as it shall elect.

ARTICLE V

CONSIDERATION

5.01 Compensation for Services.

(a) Management Fee. The School shall pay a monthly Management Fee to the Company of a fee of 18% of the School's Qualified Gross Revenues as defined herein (the "Management Fee"). The Management Fee is subject to an annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). In the event the School's Qualified Gross Revenues are adjusted after the expiration or termination of the Term, the School and the Company shall recalculate the Management Fee based on the adjusted Qualified Gross Revenue and the Company shall repay the School any portion of the Management Fee it received related to the excess of the originally calculated Qualified Gross Revenues. Additionally, should the School by way of FTE review of other audit or review by the state of Ohio or designee thereof be determined to owe back Qualified Gross Revenue, the Company agrees to contribute the Management Fee portion thereof.

- (i) Qualified Gross Revenues. Except as otherwise provided, "Qualified Gross Revenues" shall mean: (1) all revenue and funds of any kind received by the School, pursuant to Title 33 of the Ohio Revised Code, and/or pursuant to any other

statute applicable to community schools as defined in the Ohio Revised Code; (2) all Title revenue received by the School pursuant to the Elementary and Secondary Education Act; and (3) Quality Community School Support Funds.

- (ii) Non-Qualified Gross Revenues. Qualified Gross Revenues does not include facilities funding from any source, student wellness and success funds, National School Lunch Program reimbursements, charitable contributions, proceeds from fundraisers, casino revenue, fees charged to students, PTA/PTO income, or Grant Revenue as defined herein ("Non-Qualified Gross Revenues"), which shall be retained 100% by the School and used consistently with the purpose and source of the funds.
- (iii) Grant Revenue. "Grant Revenue" shall mean, other than those funds received by the School pursuant to the Elementary and Secondary Education Act, all revenue received as a result of any application submitted by or on behalf of the School or any funding agreement reached by or on behalf of the School, including but not limited to National School Lunch Program, Medicaid, and other grants for facilities, professional development, transportation, or other needs of the School. Grant Revenue shall not be included in the School's Qualified Gross Revenues. Notwithstanding the foregoing, the School may agree to pay the company a percentage of certain Grant Revenue that it receives as compensation for the Company writing or otherwise assisting with the application for the School to receive such Grant Revenue, in which case such portion of the Grant Revenue shall be considered a part of the Management Fee.
- (iv) New Revenue. In the event the School becomes eligible to receive revenue in the future from a source which is not currently available to the School and which is not specifically identified above, the parties agree to negotiate in good faith to determine whether and to what extent such revenue will be considered Qualified Gross Revenues.

(b) Incentive Fee. Pursuant to Section 5.01 (a) as described above, and beginning with the 2025-2026 fiscal year, the Charter School will pay a one percent (1%) increase to the Management Fee for each fiscal year the School receives a "Meets Standards" on the overall State Report Card grade (the "Incentive Fee"). Such Incentive Fee shall be added to and automatically included in the Management Fee after the posting of results on the School's State Report Card. The Incentive Fee shall be calculated and applied retroactively from July 1 of the then current fiscal year and remain for the duration of the then current fiscal year. For purposes of illustration, if the School receives a "Meets Standards" on the overall State Report Card grade for the 2024-2025 academic year, the Charter School will pay a one percent (1%) increase to the Management Fee during the 2025-2026 fiscal year.

(c) Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. The Company's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Charter School. In the event that the Company's Management Fee is determined to be an excess benefit transaction under the Internal Revenue Code, the parties agree that this Section 5.01 shall be deemed to be amended to avoid designation as an excess benefit transaction and the

Company agrees to reimburse the Charter School for any liability, costs or expenses associated with such determination.

5.02 Payment of Costs. In addition to the Management Fee described in Section 5.01 above, the Charter School will reimburse the Company as described in Exhibit B for all costs incurred and paid by the Company in providing the Educational Services and Administrative Services, including all payroll-related expenses, provided such costs have either been approved as part of the Budget or have been separately approved by the Board (collectively, the “Reimbursed Expenses”). The Company shall not enter into agreements in the name of the Charter School. The Company shall present all vendor contracts to be made in the name of the Charter School to the Board for approval, which approval shall not be unreasonably withheld or delayed, so long as such contracts are within the Budget and the Company shall provide written explanation detailing cost comparisons for the selection of any vendor as required by law and as may be requested by the Board and shall disclose to the School any financial or ownership interests of the Company in any potential vendor. The Company will not charge an added fee to the Management Fee unless such fee is approved in advance by the Board. The Board shall have full responsibility to timely make payment, advance payment or reimbursement to the Company for all additional costs provided that the Company provides reasonable notice and documentation to the Board regarding same. The Company shall not be liable to any third party nor to the Board for loss, damages or disruption in services, arising from any failure by the School to make payments as agreed under this paragraph so long as sufficient notice and documentation has been provided to the Board to support such payments. Notwithstanding the foregoing, the Company shall verify that all vendors providing services to the School do not appear in the Auditor of State’s database with an unresolved finding for recovery. As required by law, the Company shall also verify that the contractor/vendor is not debarred or suspended by checking the Federal government’s System for Award Management.

5.03 Time and Priority of Payments.

(a) The Company will receive its Management Fee in the same number of installments and in the same proportion that the Charter School receives its Qualified Gross Revenues. Each installment of the Management Fee will be due and payable within ten (10) business days of receipt by the Charter School of the Qualified Gross Revenues related thereto. The Company will submit monthly invoices of Reimbursed Expenses to the School. All invoices for Reimbursed Expenses shall be payable by the School within ten (10) business days of receipt of such invoice.

(b) If School has not received its monthly Qualified Gross Revenue payment at the time the Management Fee invoice is presented, the Management Fee invoice shall be paid within five business days of receipt by the Charter School.

(c) All amounts payable by the School hereunder shall, at the Company’s option, be made via electronic funds transfer. The School shall cooperate with the Company to set up and establish necessary accounts and procedures.

(d) Survival of Obligations. This Section shall survive any expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

(e) The Charter School will satisfy its payment obligations under this Article to the Company in the following order of priority: (i) payments due and owing under Section 5.02 above with the oldest amounts due first; and (ii) payments due and owing pursuant to Section 5.01 above with the oldest amounts due first.

(f) Any payment due under Section 5.01 or Section 5.02 above not paid when due will be subject to a late fee calculated as interest on the amount in arrears calculated at 2% per month. If payments are delayed due to delays in state or federal funding, then interest shall not be charged.

(g) Company will request reimbursement for all Reimbursed Expenses in accordance with Exhibit B and the Board's policies. Company's failure to adhere to the Board's financial policies may result in a delay or denial of payment for Reimbursed Expenses which are: (i) not supported by adequate receipts; (ii) not approved by the Board; and/or (iii) duplicate requests for payments (each, a "Billing Deficiency"). In the event that the School has identified a Billing Deficiency, it shall notify the Company of the alleged Billing Deficiency and shall identify the supplemental information or documentation the School requests to cure the Billing Deficiency within thirty (30) days following receipt of the applicable invoice from the Company. The Company shall have thirty (30) days following receipt of said notice to cure any Billing Deficiency. If the School identifies a Billing Deficiency, it shall pay the remainder of the Company's Reimbursed Expenses invoice in accordance with Section 5.03(a) above, less the amount in dispute; provided, however, that the Company may charge a late fee as set forth above in Section 5.03(f) if a delayed payment from the School is not the result of a good faith inquiry regarding a legitimate Billing Deficiency.

5.04 School Expense Accommodation by the Company. During the time this Agreement is in effect, the Company shall pay, which payment shall be treated as an advance against future revenues by the Company to the School and which shall be evidenced by a loan, any properly incurred School expense under the following terms and conditions: only after the School first utilizes financing options from third-parties, to the satisfaction of the Company, sufficient to pay the School expense, provided, however, that in no event shall any member of the Board be required to personally guarantee any such financing. If said third-party financing is not available to the School to pay the School expense, then the School shall provide the Company with a reasonable estimate of the expense, which shall be approved by the Company, in writing, prior to the expense being incurred. Such School expenses advanced by the Company as set forth above, shall be payable by the School, in whole or in part, at such time as the School receives revenue to pay the same and carry a cash surplus in its accounts equal to at least three months of reasonably anticipated operating expenses. Such advance shall be evidenced by a promissory note acceptable to the Company and the School. In no event shall any such promissory note provide for recourse against any member of the Board, the individual managers of the School or any other third party.

5.05 Other Revenue Sources.

(a) The Charter School and the Company may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission and Charter of the Charter School, in the name of either the Company or the Charter School; provided, however, that any solicitation of such grants by the Company in the name of the Charter School or which identifies the Charter School shall be subject to the prior approval of the Charter School.

All funds received by the Company or the Charter School for the benefit of the Charter School from such other revenue sources and programs pursuant to this Section 5.05 shall be deemed Charter School funds. The Company shall receive no compensation from the Charter School upon receipt or expenditure of such funds and shall have no responsibility for management of the programs funded donations contemplated in the first sentence of Section 5.05 which are outside the scope of services described in Exhibit B unless the parties shall expressly agree otherwise, and then only to the extent allowable by the donor or grantor of such funds.

(b) Nothing in this Section 5.05 will be construed to prohibit Company from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for such purposes.

ARTICLE VI

PERSONNEL AND TRAINING

6.01 Personnel Responsibility.

(a) Subject to the Sponsor Agreement, Sections 3.01 and 3.02 of this Agreement and all applicable laws and regulations, Company will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage and transfer personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs implemented by the Company (if any) and all other services provided under this Agreement.

(b) Except as specified in this Agreement or as required by law, teachers and support staff recommended by the Company pursuant to this Agreement will be employees of the Company. The Company will be responsible for conducting reference, employment checks, criminal background checks and unprofessional conduct checks on its employees to the extent required under the Code and other applicable laws and regulations as if the employees were employed by a Charter School. Upon request, the Company will provide the Charter School and/or Sponsor documentary evidence of such background checks.

(c) Director. The School Director ("Director") will be an employee of the Company, and will be the academic and administrative head of the Charter School, shall have full responsibility for its operation and shall be required to implement the Company's Educational Program and curriculum. The Company will have the authority, consistent with this Agreement, the Sponsor Contract and other applicable laws and regulations, to supervise the Director and to hold him or her accountable for the success of the Charter School. The Company will share on a confidential basis with the Board of Directors its performance reviews and assessment of the Director and shall provide prior notice of the transfer or dismissal of the Director.

6.02 Teachers. The Company will provide to the Charter School such properly certified or licensed teachers as required by Ohio Department of Education or the Sponsor Contract and which are in the Company's judgment required to provide the Educational Services and Administrative Services. The Company will determine the number and assignments of such teachers. Such teachers may work at the Charter School on a full or part time basis. Each teacher assigned to the Charter School will be qualified in his or her grade levels and subjects, will hold a valid teaching certificate to the extent required under applicable laws and regulations, and will

have undergone a criminal background check and unprofessional conduct to the extent required under applicable laws and regulations.

6.03 Support Staff. Company will provide to the Charter School such support staff as required to provide the Educational Services, Administrative Services and Supplementary Programs. Such support staff may include, among others, teachers' aides, clerical staff, and administrative assistants to the Director, bookkeepers and maintenance personnel. Such support staff may work at the Charter School on a full or part time basis.

6.04 Training. Company will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the Charter School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as the Company determines to be reasonable and necessary under the circumstances.

ARTICLE VII

TERMINATION OF AGREEMENT

7.01 Termination.

(a) By the Company. Subject to Chapter 3314 of the Code, the Company may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that the Charter School fails to remedy a material breach within 30 days after written notice from Company to the Charter School, or in the event the material breach cannot be reasonably cured within thirty (30) days of receipt of written notice, the Board fails to promptly undertake and continue efforts to cure said material breach within a reasonable time. A material breach includes, but is not limited to (i) the Charter School's failure to pay any fee or reimbursement as required by the terms of this Agreement so long as the ability to pay is within the Board's control, (ii) an act or omission of the Board of gross negligence that causes the Company to be unable to perform its material obligations under this Agreement, (iii) action by the Board that is in violation of the Code, Charter Contract or applicable regulations that is considered a material default of this Agreement, (iv) unilateral financial decisions by the School that adversely impact the Company's ability to collect a management fee. The termination shall be effective 30 days after the expiration of any applicable cure period. Termination by the Company will not relieve the Charter School of any obligations for payments outstanding to the Company as of the date of termination or potential liability for financial damages suffered by the Company as a consequence of the Charter School's breach (or of the Company's termination as a result thereof) of this Agreement.

(b) By Charter School. Subject to Chapter 3314 of the Ohio Revised Code, the Charter School may terminate this Agreement prior to the end of the term specified in ARTICLE II in the event that the Company fails to remedy a material breach of this Agreement within 30 days after written notice from the Board to the Company, or in the event the material breach cannot be reasonably cured within thirty (30) days of receipt of written notice, the Company fails to promptly undertake and continue efforts to cure said material breach within a reasonable time. A material breach by the Company includes, but is not limited to: (i) a material failure to account for its expenditures of Charter School funds or for other expenses incurred by the Charter School, (ii) Company's failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board, this Agreement, the Code, the Charter, or applicable laws

and regulations, (iii) failure to meet or make progress towards the educational goals set forth in the Charter, (iv) the employment of teachers in violation of the Charter, the Code or this Agreement, (v) any act or omission of gross negligence that causes the Charter School to materially breach the Charter or any of the Charter School's other material contractual or legal obligations in anyway, (vi) filing of bankruptcy by the Company; (vii) failure to carry out any provision of the Management Agreement, (viii) the Charter is suspended or terminated pursuant to 3314.072 of the Revised Code; (vii) in the event that use of the Facility becomes impractical by reason of fire, flood or other act of God and an alternate suitable facility cannot be timely located. 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 or Board. In the event that the Charter School satisfies any of the criteria set forth in Ohio Revised Code §3314.351 (the "Permanent Closure Criteria") in any single year, the Board shall have the right to terminate this Agreement at the end of the school year subsequent to the school year during which the Permanent Closure Criteria was met (e.g., at the end of the 2023-2024 school year if the Charter School satisfies any Permanent Closure Criteria in the 2022-2023 school year), unless the Company can provide evidence, reasonably satisfactory to the Board, on or before the subsequent June 1st that the Charter School will not satisfy any of the criteria set forth in Ohio Revised Code §3314.351 in the current school year. The termination shall be effective 30 days after the expiration of any applicable cure period. Termination by the Charter School will not relieve the Charter School of any obligations for payments outstanding to Company as of the date of the termination, nor will it relieve the Company for liability for financial damages suffered by the Charter School as a consequence of the Company's breach (or of the Charter School's termination as a result thereof) of this Agreement.

(c) Termination of the Charter. This Agreement will terminate upon i) Charter School's ceasing to be a party to a valid and binding charter, provided, however, that this Agreement will continue to remain in effect until the Termination Date or the end of a Renewal Term (as applicable) if the Charter School has entered into a Subsequent Charter, and this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the Charter School of any obligations for payments outstanding to the Company as of the date of termination.

(d) Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a school year, whichever is later.

7.02 Real and Personal Property. All real property leases to the school facility shall be made in the name of the Charter School. All personal property leases shall be made in the name of the Charter School. Any property, real or personal, purchased by the Charter School in accordance to the Budget and Exhibit B will be tagged and remain the property of the Charter School. Any property, real or personal, purchased by the Company from its Management Fee shall be the property of the Charter School.

7.03 Future Advances/Out-of-Pocket Expenses/Third-Party Obligations. Prior to (and in the case of the Charter School as a condition of) the delivery of any notice of termination in accordance with Section 7.01(b) above, or upon the termination or expiration of this Agreement for any other reason, the Charter School shall (i) reimburse Company for all approved expenses owed pursuant to Section 5.02 above, and (ii) repay all approved advances or loans from the Company, whether or not then due. In addition to the above, and notwithstanding anything to the contrary, as a condition precedent to termination of this Agreement, the Charter School shall, to the satisfaction of the Company, relieve the Company, or cause the release of the Company, from any and all liability with respect to any corporate or personal guaranty, loans or other financing which remains in place on or related to a Charter School facility, equipment, or another similar third-party obligation for which the Company and the Charter School is a party to the transaction (each a “Third-Party Obligation”). In order to facilitate the release of any Third-Party Obligation, the Charter School shall obtain any additional co-signers, guarantors or other third parties as required by any bank or lending institution in substitution of Company as the related party provided, however, that in no event shall any member of the Board be required to personally guarantee any Third Party Obligation. It is expressly understood and acknowledged by the Charter School that the Company shall not be liable on any financing, guaranty loans or other contractual obligations entered into by Company on behalf of Charter School beyond any termination of this Agreement or Renewal Term and that the Charter School agrees to indemnify, defend, and hold the Company harmless from any debts, demands, liens, judgment’s, legal actions whatsoever of any kind, and any losses, costs, or expenses, including reasonable attorney fees, arising from any Third-Party Obligation. The obligations of the Charter School contained in this Section 7.03 shall survive any such termination and shall continue in full force and effect.

7.04 Termination of the Company License. Upon termination or expiration of this Agreement by either party for any reason, including without limitation Section 7.01(b), the license to use the Company curriculum, as defined in this Agreement, shall terminate at the end of the then current school year, and the Charter School shall cease any use of the Oakmont Curriculum at that time.

7.05 Return of The Company Materials. Within ten business days of any termination or expiration of the Management Agreement by either party for any reason, including without limitation Section 7.01(b) the Charter School shall (i) assemble in a safe place the following items that are in the Charter School’s possession (a) all materials relating to the Company Curriculum, including the Company Lesson Materials and the Company Resource Materials, whether in hard copy or electronic format or otherwise, and any copies thereof, (b) all professional development and training materials, guides, and models, prepared and provided by the Company in connection with training of instructional or administrative personnel, and (c) all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the Board or its representative handling operations of the Charter School shall certify to Company in writing that the Charter School has ceased to use the Company Curriculum, such Company Lesson Materials, Company Resource Materials, all professional development and training materials, guides, and models, and all such administrative manuals and materials. At Company’s direction, the Charter School will permit representatives of Company to pick up all such materials at the Charter School.

7.06 Return of Charter School Materials. Company shall assist the Charter School Board in any transition of management and operations, including, but not limited to the orderly transition of all

student records, sending notices to students as reasonably requested by the Charter School Board at the Board's cost including the delivery of student records directly to the students.

7.07 Proprietary Information and Ownership. The Charter School acknowledges that the Company owns the intellectual property rights and interests in the Oakmont Curriculum, as defined in this Agreement, and the Oakmont Lesson Materials licensed to the Charter School during the term of this Agreement and to the names "Oakmont Education" and Oakmont (such names being registered marks of Oakmont Education). The Charter School acknowledges and agrees that it has no intellectual or property interest or claims in the Oakmont Curriculum, the Oakmont Lesson Materials or such names and has no right to use the Oakmont Curriculum, the Oakmont Lesson Materials, or such names unless expressly agreed to in writing by Oakmont. The Company shall have the right, consistent with the facility lease, to install signs on the Charter School facilities, including under the name of the Charter School, describing the services provided by the Company including "Managed by Oakmont Education" or "Educational Services Provided by Oakmont Education." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

ARTICLE VIII

INDEMNIFICATION

8.01 Indemnification of Oakmont. The Charter School will indemnify, defend and save and hold the Company and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney fees and costs) that may arise out of, or by reason of, any noncompliance by the Charter School with any agreements, covenants, warranties or undertakings of the Charter School contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Charter School contained in or made pursuant to this Agreement. In addition, the Charter School will reimburse Company for reasonable legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 8 may be met by the purchase of insurance pursuant to ARTICLE IX below.

8.02 Indemnification of the Charter School. Company will indemnify, defend and save and hold the Charter School and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney fees and costs) that may arise out of, or by reason of, any noncompliance by Company with any agreements, covenants, warranties or undertakings of the Company contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the Company contained in or made pursuant to this Agreement. In addition, Company will reimburse the Charter School for reasonable legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 8.02 may be met by the purchase of insurance pursuant to Article IX below.

8.03 Defense. A party entitled to indemnification under this ARTICLE IX (the "Indemnitee") shall give notice to the indemnifying party (the "Indemnitor") of a claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware

of the same. The Charter School will assert all immunities and statutory limitations of liability in connection with any claims arising from its operations.

8.04 Right of Set-Off. Either party may, but shall not be obligated to, set off against any and all payments due the other party under this Agreement, any amount to which the party is entitled to be indemnified hereunder.

ARTICLE IX

INSURANCE

9.01 Insurance Coverage. Company shall maintain on behalf of the Charter School, at Company's expense, insurance meeting the requirements set forth in the Sponsor Contract and shall maintain such commercial general liability insurance and other insurance required by the Sponsor Contract, except the Directors and Officers insurance, which shall be maintained by the Charter School Board. Such policies shall name the other party and its affiliates and their respective directors, officers, employees, subcontractors, Sponsor and agents as an additional insured under such policies. A certificate of insurance evidencing such coverage shall be provided upon reasonable request. The Charter School will comply with any information request from insurer(s) and all reporting requirements applicable to such insurance.

9.02 Workers' Compensation Insurance. Each party will maintain workers' compensation insurance as required by law, covering its respective employees.

9.03 Cooperation. Each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE IX. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

ARTICLE X

WARRANTIES AND REPRESENTATIONS

10.01 Representations and Warranties of the Company. Company hereby represents and warrants to the Charter School:

- (a) The Company is a duly organized limited liability company in good standing in the State of Ohio and is authorized to conduct business in the State in which the Charter School is located.
- (b) Company has the authority under the Ohio Revised Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) Company's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
- (d) The Company has the financial ability and is in good financial standing with creditors or otherwise to perform educational management services as described under this Agreement and in accordance with Exhibit B.

10.02 Representations and Warranties of the Charter School. The Charter School hereby represents and warrants to the Company:

(a) The Charter to be received by the Charter School (i) authorizes the Charter School to operate and receive the State, Federal and Local education funds, as well as other revenues.

(b) The Charter School has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

(c) The Charter School's actions and those of the Board have been duly and validly authorized, and the Charter School and Board will adopt any and all further resolutions required for the execution of this Agreement.

(d) The Charter School has provided and will provide Company all authority and power permitted by law necessary and proper for the Company to undertake its responsibilities, duties, and obligations provided for in this Agreement.

(e) The Charter School has not received notification of a breach of the terms of the Charter.

(f) The Charter School has not received notification of a breach or default under any loan or financial obligations, including, but not limited to, salary obligations and related benefits, payroll taxes, and leases for real and personal property, to the extent that any such obligation is related to the Charter School's required performance under this Agreement.

(g) The Charter School has no intellectual or property rights or claims in the Oakmont or in the names "Oakmont Education", or Oakmont and will make no such claims in the future.

10.03 Mutual Warranties. Each party to the Agreement represents to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XI

DISPUTE RESOLUTION

11.01 Dispute Resolution Procedure. The parties hereto will endeavor to resolve in good faith any controversy, disagreement or claim arising between them, whether as to the interpretation, performance or operation of this Agreement or any rights or obligations hereunder. If they are unable to do so, any such controversy, disagreement or claim will be submitted, for final resolution to a court of competent jurisdiction in the State of Ohio. Pending the resolution of the dispute, 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 court will make its decision in accordance with the laws of the State in which the Charter School is located and of the United States.

11.02 Damages Upon Termination. The parties agree that in the event of the wrongful termination, which shall be determined by a Court, of this Agreement by the Charter School, the

Charter School will owe Company damages for existing obligations such as unpaid Management Fees through the date of the wrongful termination of this Agreement, un-reimbursed expenses, and other amounts owed to Company under the Agreement and Exhibit B and further the parties agree that the Charter School will owe to Company, damages equal to the present value of the estimated Management Fees specified in ARTICLE V through the end of the term specified in ARTICLE II because such Management Fees are used to offset the Company's fixed costs, corporate overhead and profit.

ARTICLE XII

MISCELLANEOUS

12.01 Subcontracts. Company reserves the right to subcontract any and all aspects of services it agrees to provide to the School but may only do so upon the prior written approval of the Board. Company shall be solely responsible for the performance of any subcontractors and for all costs, expenses and fees associated with such subcontractors. School will not reimburse Company for Administrative personnel of Company for services covered under this agreement and included under the Management Fee.

12.02 Common Interest/Joint Client Defense Agreement. The Parties acknowledge and agree that they have common, consistent and overlapping interests with regard to disputes with a third-party that may arise in connection with the management of the School. This mutuality of interest includes disputes with third parties related to contracts, staff employment or other matters related to the operation of the School or the services provided by Company for or on behalf of the School, whether a claim is in contract, tort, strict liability, or other cause of action, in law or in equity ("Matters at Issue"). Regarding Matters at Issue, unless otherwise prohibited by law, and provided that the Parties' respective interests do not conflict, the Parties may engage one counsel to represent them as joint clients and their communications with that counsel shall be afforded the same protection and privilege as communications between a single client and counsel. The Parties each believe that it is in their best interests to share from time to time, either orally or in writing, information related to Matters at Issue and intend that such shared information be subject to the protection of the attorney/client privilege, attorney work product doctrine, and other privileges or immunities that may apply under relevant law. Neither party may unilaterally waive this common interest and joint privilege without the express written permission of the other party.

Notwithstanding the foregoing, in the event there is a dispute between the Parties, neither party may assert any privilege against the other party with respect to any information and communications related to a Matter at Issue that had been previously shared between them.

Nothing in this Agreement shall be construed to prohibit either party from engaging separate and independent counsel.

12.03 No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person other than The Authorizer and the Ohio Department of Education by operation of

law, provided that the Authorizer or the Department assumes operation of the School, and only if the Company agrees to continue its contractual relationship with the School as provided for under this Agreement.

12.04 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Charter School and the Company.

12.05 Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, or other acts beyond its reasonable control.

12.06 Governing Law. The laws of the State and the County in which the Charter School is located will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement. The Company and the Charter School specifically acknowledge the applicability of and agree to abide by the following:

(a) ORC Section 3314.0210

Property purchased by operator or management company.

Any and all purchases furniture, computers, software, equipment, or other personal property for use in the operation of Charter School with state funds that are paid to the Company by the Community School as payment for services rendered, is property of that school.

If Charter School permanently closes and ceases its operation as a community school, any property that was acquired by the Charter School AND/OR Company in the manner described in this section shall be distributed in accordance with division (E) of section [3314.015](#) and section [3314.074](#) of the Ohio Revised Code.

(b) ORC Section 3314.031

Publication of information regarding management or operation of community schools.

The Company shall assist Charter School in the following:

- (A) Maintaining and annually publishing an accurate record of the names and identifying information of all entities that have entered into a contract with the governing authority of Charter School to manage or operate that school;
- (B) Charter School shall provide to the Sponsor and the Ohio Department of Education, a copy of the contract between a governing authority and its operator.

(c) ORC Section 3314.032

Contents of contract between governing authority and operator.

- (A) On and after the effective date of this section, any new or renewed contract between the Charter School and Company shall include at least the following:
 - (1) Criteria to be used for early termination of the operator contract. See Article VII of this Agreement.

(2) Required notification procedures and timeline for early termination or nonrenewal of the operator contract. See Article VII of this Agreement.

(3) Company AND Charter School HEREBY STIPULATE that the Charter School entity owns all community school facilities and property including, but not limited to: equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the governing authority or operator. This section regarding property ownership shall comply with the requirements of section 3314.0210 of the Revised Code.

(B) Leases:

(1) Company shall not lease any parcel of real property to Charter School until an independent professional in the real estate field verifies via addendum that at the time the lease was agreed to, the lease was commercially reasonable.

(2) The independent professional described in division (B)(1) of this section shall be immune from civil liability for any decision rendered pursuant to this section.

(C) Budget and Administrative Costs:

The Company shall assist Charter School and the Fiscal Officer with providing the information in the format as described under ORC 3314.032(C) for the Budget. The format shall prescribe inclusion of the following information:

(1) Administrative costs for the Charter School as a whole;

(2) Instructional services costs for each category of service provided directly to students, compiled and reported in terms of average expenditure per pupil receiving the service;

(3) The cost of instructional support services, such as services provided by a speech-language pathologist, classroom aide, multimedia aide, or librarian, provided directly to students;

(4) The cost of administrative support services, such as the cost of personnel that develop the curriculum and the cost of personnel supervising or coordinating the delivery of the instructional services;

(5) The cost of support or extracurricular services costs for services directly provided to students;

(6) The cost of services provided directly to students by a non-licensed employee related to support or extracurricular services, such as janitorial services, cafeteria services, or services of a sports trainer;

(7) The cost of administrative services related to support or extracurricular services, such as the cost of any licensed or unlicensed employees that develop, supervise, coordinate, or otherwise are involved in administering or aiding the delivery of services.

(8) The governing authority of Charter School shall be the sole entity responsible for the adoption of the school's Budget and shall adopt such budget with the assistance of the school's designated fiscal officer.

12.07 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.

12.08 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

12.09 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notices so addressed shall be deemed to have been duly given (a) on the third (3rd) Business Day after the day of registration, if sent by registered or certified mail, postage prepaid, (b) on the next Business Day following the documented acceptance thereof for next-day delivery by a national overnight air courier service, (c) on the date sent by electronic mail transmission, if electronically confirmed or (d) facsimile (with confirmation of transmission by sender's facsimile machine). Otherwise, notices shall be deemed to have been given when actually received at such address. Notices via electronic mail at the e-mail address designated below, as confirmed by a "read receipt" or other confirmation of receipt generated by the recipient's device, are considered appropriate. Notice will be deemed to have been given on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day following the day sent). The addresses of the parties are as follows:

If to the Company, to:

Oakmont Education, LLC
481 N. Cleveland-Massillon Road
Akron, OH 44333
Attention: Legal Dept.

With a copy to:

Thomas C. Holmes
34194 Aurora Road, Suite 295
Solon, Ohio 44139
330-650-6610

If to the School, to:

Board President
Steel City High School
209 West 4th Street
Lorain, OH 44052

With a copy to:

Nicola, Gudbranson & Cooper, LLC
Attn: Becky M. Scheiman, Esq.
25 West Prospect Ave., Suite 1400
Cleveland, Ohio 44115
Facsimile: 216-621-3999

[Remainder of Page Intentionally Blank...Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective authorized representatives as of the date first set forth above in the introductory paragraph.

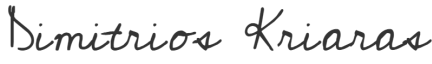
Steel City High School:

By:  _____

Print Name: Jessica Hricovec _____

Its: President _____

Oakmont Education, LLC:

By:  _____

Print Name: Dimitrios Kriaras _____

Its: CEO _____

EXHIBIT A

Statement of Mission and Purpose:

a. Mission and Purpose. The Mission of the Company is to provide students the opportunity to learn and develop a multi-cultural environment, through communication that focuses on problem solving, scientific and technological strategies, languages and entrepreneurial ship.

b. The Oakmont Educational Model has developed a philosophy of recognizing each student as an individual, each with unique interests, aspirations, and passions. The educational program and methods utilized must be meaningful and relevant and may differ according to the situation of each individual student. Each student must be offered the opportunity to learn at his/her own pace, and to focus on his/her unique interests to bring out his/her passion, but at the same time recognizing that he/she must reach certain milestones in each educational calendar year that support the State learning requirements.

i. The Educational Model must offer students the ability to be challenged, and it must support remediation efforts that might be applicable. Students should not be limited in development in one subject area due to performance limits in other subject areas.

ii. Objectives for academic progress for each school calendar period must be defined, and progress toward these objectives must be demonstrated and communicated to the student in each calendar period.

iii. Students must accomplish progress toward the diploma and toward all other School requirements in its Contract on an annual basis.

iv. Enrollment of each student must be reviewed, documented, and controlled to be able to justify that: (i) the student meets recommendations supporting admission to the School; and (ii) academic progress is being met according to the student's objectives.

v. Recognizing that student learning is often related to a teacher's ability to assist the learning process, the School requires a teacher development program to define teacher qualifications and performance requirements, to regularly document and communicate perceived performance, and to implement a professional development program aimed at improving the effectiveness of each teacher's ability to help students' learning, in general.

vi. The School must demonstrate curriculum alignment with the State standards applicable to the School and must identify any specific instances of non-compliance with the standards. Further, the School must define and implement the Sponsors Renewal Conditions that will lead to compliance under the School's Sponsor Contract within one year.

vii. In particular, the School should meet all the requirement of a FOCUS school as required by the Ohio Department of Education.

viii. All requirements of local, state and federal laws relating to charter schools must be met, and all audits relating to the demonstration of these requirements must be successfully completed, given allowance for appropriate time for documentation, reporting, analysis, and rectification of any non-compliance and complaints.

EXHIBIT B

Subject to the Budget, Company shall, out of its Management Fee provide the School the following services and the Company shall be solely responsible for all costs associated with the provision of such services:

- a. Identify the demographics of the population of students to which the School may appeal.
- b. Identify necessary components of and possible ideal locations for the School's Facility.
- c. Identify, investigate and evaluate specific options available for the School Facility in identified areas.
- d. When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility.
- e. Negotiate and/or arrange for all agreements for utilities utilized by the School, including without limitation, electricity, oil, gas, telephone, cable (TV/internet), water and waste charges ("Utilities") and for all buildings and grounds non-personnel cleaning, maintenance and upkeep ("Upkeep")
- f. Research, investigate and evaluate possible manufacturers and equipment that can assist the School to achieve its mission, educational goals and performance objectives as stated in the Contract and as reflected in the Statement of Mission and Purpose.
- g. Once possible alternatives are identified, perform additional due diligence regarding terms, conditions and pricing of manufacturer, equipment and competitors.
- h. To the extent called for in the Model applicable to the School and necessary to the operation of the School select, and negotiate the terms of the purchase or lease of (a) initial plant and equipment, (b) office furniture and equipment, (c) classroom furniture and equipment, (d) audio-visual, TV and projector equipment, (e) computer equipment and software, and computer room furnishings and equipment, (f) special education furnishings and equipment, (g) student lockers and coat racks, (h) laboratory furniture and equipment, (i) library furnishings and equipment, (j) athletic/gymnasium furnishings and equipment, (k) art and music furnishings and equipment, (l) kitchen/cafeteria furnishings and equipment, (m) restroom furnishings and equipment, (n) other/common area/office/teacher lounge furnishings and equipment, (o) medical, health and safety furnishings and equipment, (p) maintenance and security furnishings and equipment, and (q) other personal property necessary for the operation of the School (collectively, the "Furnishings and Equipment").
- i. Adapt and deliver the Educational Model, curriculum and program.
- j. Select and negotiate terms of procurement of teaching guides, curricula and aids implementing the Model, school texts implementing the Model and workbooks, paper, pencils, and like student supplies.
- k. Select, negotiate terms of procurement of, and arrange for the delivery of cafeteria food and drink, vending machines and drinking water (cooler/fountain) and coffee facilities.

- l. Oversee day-to-day management of the School, in accordance with the Statement of Mission and Purpose and the non-profit purpose of the School, and the Contract.
- m. Perform repeated evaluation, assessment and continuous improvement of the School's Educational Model, curriculum and program.
- n. Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations or required by the Contract.
- o. Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Company and as approved or requested by the Board.
- p. Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- q. Provide all information and written reports reasonably requested by the Board and consistent with the Statement of Mission and Purpose, including periodic reports on student performance, copies of all reports and other materials provided to the any oversight entity and evidence of compliance with the terms of the Contract.
- r. Meet with the Board on such frequency as the Board shall reasonably request.
- s. Provide members of the Board and their representatives with access at all times to inspect all School facilities, to review and audit all books and records relating to the School and the Company's performance hereunder and to meet with and interview any employees of the Company (including teachers).
- t. License to the School on a non-exclusive basis the use of the Educational Model.
- u. Research, investigate and evaluate possible manufacturers and technology that can assist the School to achieve its Statement of Mission and Purpose and the performance objectives as stated in the Contract.
- v. Once possible alternatives are identified, perform additional due diligence regarding terms, conditions and pricing of manufacturer, technology and any competitors.
- w. Integrate as possible the purchased technology with the curriculum and Model.
- x. Advise and train staff and teachers on admissions and expulsion procedures, including utilization of forms and systems.
- y. Perform quality data tracking, including but not limited to student data such as attendance, performance, etc., and tying together all school data as the technology system is developed.
- z. Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Contract.
- aa. Provide access to Company supply sources (including supply sources of affiliates of the Company) to obtain centralized purchasing where applicable and available.

- bb. Consult on physical facility layout, maintenance and capital improvements.
- cc. Research and recommend appropriate after school and extracurricular activities and field trips.
- dd. Assign to the School service team such Company personnel as are necessary to carry out the obligations and duties of the Company under this Agreement; such assigned Company 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 the Company.
- ee. Determine staffing levels, and select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Contract, the Statement of Mission and Purpose and state and federal law.
- ff. Consistent with the Contract and state law, select and supervise the School Director and hold him or her accountable for the success of the School (the School Director and the Company, in turn, will have similar authority to select and hold accountable the teachers and other staff in the School).
- gg. From time to time thereafter, determine the number of teachers and the applicable grade levels and subjects required for the operation of the School, and recommend such teachers, qualified in the grade levels and subjects required, as are required by law, to the School; the curriculum taught by such teachers shall be the curriculum recommended by the Company and approved by the School Board as part of the Model. Such teachers may, in the discretion of the Company and School Board, work at the School on a full or part time basis.
- hh. From time to time thereafter, determine the number and functions of support staff, qualified in the areas required, as are required by the School. Such support staff may, in the discretion of the Company, work at the School on a full or part time basis.
- ii. Provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Company determines is reasonable and necessary under the circumstances or as required by law.
- jj. Inform the School of increases and decreases to salary levels and fringe benefit levels of any employee of the Company assigned to the School.
- kk. Evaluate appropriate types and levels of insurance coverage for the operations of the School taking into account the activities of the School and the Company and the types and levels of insurance maintained by similarly situated schools.
- ll. Suggest improvements in the School Facility as needed for the School's operations and the safety, health and welfare of the School's students.
- mm. Arrange for Utilities and Upkeep costs.
- nn. To the extent called for in the Model applicable to the School and necessary to the operation of the School, negotiate agreements for the procurement of, and procure, by purchase or lease, and have delivered, installed, and, if necessary, tested, all

Furnishings and Equipment.

- oo. Select and procure on an ongoing basis consumables (other than food) related to each of the foregoing.
- pp. Arrange for the procurement of, and procure teaching guides, curricula and aids implementing the Model, school texts implementing the Model and workbooks, paper, pencils, and like student supplies.
- qq. Recruit and enroll students subject to general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Contract and Board adopted policies and in compliance with all applicable federal, state and local law.
- rr. Assist in preparation of the budget and financial reports as reasonably requested by the School's designated Fiscal Officer for submission to the School Board for approval illustrating, among other things, actual results and how those results align with the projected budgets and explaining variances.
- ss. Arrange for all data information management services, testing, and testing analysis.
- tt. Assist in identifying and applying for grants.
- uu. Assist in spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto.
- vv. Perform such other reasonable management and management consulting services as are from time to time requested by the School Board and mutually agreed upon by the School and the Company, including but not limited to attendance at the School Board's meetings and marketing the school's programs.
- ww. Coordinate community relations activities.
- xx. Perform initial and ongoing staff and teacher training with respect to the technology.
- yy. Supervise/conduct after school and extracurricular activities and field trips.
- zz. Enter into employment or contractor contracts with and assume full responsibility and liability, and pay, benefits, salaries, worker's compensation, unemployment compensation, and liability insurance, per their terms of employment or engagement, for such (a) teachers, tutors and classroom aides, (b) senior administrative personnel, counselors, librarians and IT personnel, (c) athletics, coaching and extracurricular activities personnel, (d) kitchen and clerical personnel, (e) facilities and custodial personnel, (f) health, safety and security personnel, and (g) student transportation personnel as may be required by state and federal law, the Statement of Mission and Purpose, this Agreement or the Contract to carry out the purposes of the Model.
- aaa. Arrange for or cooperate with the School's designated Fiscal Officer in obtaining insurance covering the Schools operations: General Casualty and Risk Insurance on the School facility in an amount not less than full replacement value. General Liability Insurance in an amount of not less than One Million Dollars per occurrence and five

million dollars aggregate.

- bbb. Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Company's Special Education Department that focuses specifically on students with special education needs.
- ccc. Securing the necessary technology for the smooth and orderly operation of the School and for ensuring that such technology remains in continuous working condition barring conditions beyond Company's control. Company shall also assist in the application for and administration of Federal e-Rate funds to offset the costs of necessary technology investments.

The School shall have the responsibility for payment of all direct costs, and reimbursement to Company for expenses incurred to operate the School. As used herein, "Direct Costs" may mean either expenses incurred directly by the school to run its operations or those incurred by Company on behalf of the school which are required to directly operate the school. As used herein, "reimburse" may mean either providing funds to the Company in advance of Company expenditure, or reimbursing the Company after such expenditure, as may be provided for below.

The School shall have the responsibility for payment of items so specified below:

- a) All Salaries including but not limited to; Teachers, Special Education Staff, Vocational Education Staff, Superintendent Salary, Administrative Staff working upon the school premises.
- b) All Benefits including but not limited to; STRS Employers Match, Medicare Match, Medical Benefits, BWC.
- c) All Purchased Services including but not limited to; Instructional Services, Professional Development from outside vendors, Marketing Services, Health Services, Management Services, Sponsor Fees, IT Services, Board Stipends, Professional/Legal Services, Accounting & Auditing, Payroll Processing, Other Professional Services, Security Services, Garbage Removal, Equipment & Furniture Repair & Maintenance, Janitorial Services, Rental Expenses for school related functions, Lease Purchase, Other Property Services, Board Travel Expenses, Onsite School Telephones, School Postage, Postage Machine Rental, Messenger Service, Advertising, Other Communication (Internet), All Utilities, Contracted Food Services, Pupil Transportation.
- d) All Supplies and Materials including but not limited to; Instructional Supplies, School Office Supplies, Software Instruction, Software Admin, Food Products, Buildings Maintenance, Equipment and Furniture, Other Materials & Supplies
- e) All Other Expenses including but not limited to; Memberships, Audit fees, Bank Charges, Other Dues and Fees, Liability Insurance, Bond Premiums and Academic Extra-curricular activities.

ATTACHMENT 3.4 - CLOSING PROCEDURES ASSURANCE DOCUMENT

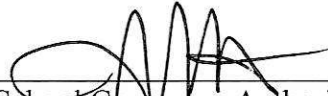
By signing this document, I, Jessica Hricovec, hereby certify that I am the School Governing Authority President and/or authorized representative of Steel City High School. If Steel City High School should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in Ohio Revised Code, Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Community School Closing/Suspension Procedures put in place by the Department of Education and Workforce or the sponsor at the time of the School's closing or any time thereafter.

Furthermore, the School Governing Authority appoints Larry Burt, or the then current School leader, as Designee, to coordinate the closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Department of Education and Workforce and the sponsor at the time of the School's closing are fully completed.

The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Department of Education and Workforce Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the duties to be undertaken should the School close. Failure to complete these duties as prescribed may result in criminal or civil penalties as permitted by law. Additionally, should Governing Authority, School leader, treasurer or designee fail to ensure that all closing requirements are fulfilled, the Sponsor will manage the closure process and may require the Governing Authority to reimburse the Sponsor for the costs associated with closure.

Upon closure or suspension of the school, any property that was acquired by the operator or management company of the school using state funds that were paid to the operator or management company by the School Governing Authority as payment for services rendered shall be distributed in accordance with division (E) of section 3314.015 and section 3314.074 of the Revised Code.

The designated fiscal officer and/or School Governing Authority shall ensure all financial and enrollment records are delivered to the Sponsor in a timely manner as well as to other entities specified in rule or Ohio Revised Code.



School Governing Authority President

2/12/2024

Date



Designee

02/15/2024

Date



Treasurer

02/15/2024

Date

ATTACHMENT 3.7

RACIAL AND ETHNIC BALANCE

Steel City High School will attempt to achieve racial and ethnic balance by openly marketing to every subsection of the potential student population. That being said, as Steel City High School will be a public school, enrollment will not be denied to any eligible applicants on the basis of sex, sexual orientation, race, religion, national origin, ancestry, pregnancy, marital or parental status, or a physical, mental, emotional, or learning disability. In the event that the racial enrollment composition of the School violates a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

Steel City High School

OPEN ENROLLMENT, ADMISSIONS AND RESIDENCY POLICY

OPEN ENROLLMENT

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

ADMISSIONS PROCEDURES

Admission to the School is open to any student in grades 9 through 12 who reside in any district in the State of Ohio. The School will not charge tuition. The School will not discriminate in its pupil admission policies or practices on the basis of race, creed, color, religion, national origin, ancestry, sexual orientation, disability, sex, intellectual or athletic ability, measures of achievement or aptitude, or any other basis. All students of the School must be residents of the State of Ohio. Admission is open to students on a statewide basis. Upon the admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

The School will admit the number of students that does not exceed the capacity of the School's programs, classes, grade levels or facilities. The School will not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.

If the number of applicants exceeds the capacity restrictions set for the School's programs, classes, grade levels or facilities, a lottery drawing will be held, except that preference shall be given to students that reside in the district in which the School is located and returning students. Preference may also be given to siblings of students attending the School the previous year and students who are children of full-time staff members employed by the School. The preference provided to children of full-time staff members shall be less than five percent of the School's total enrollment. The lottery drawing places children in order for possible enrollment, per grade level, into the School. If other places become available (after the lottery), students are accepted from a prioritized wait list based on the results of the lottery or, if there is no wait list, then on a first come first serve basis. If a lottery is necessary, the School administrator shall determine the procedures to be followed in conducting the lottery, such as, providing notice of the date/time of the lottery, the deadline for applications to be included in the lottery, and how the lottery selections will be drawn.

All parents of children selected in the lottery will be notified of the selection and will have up to seven (7) days from being notified to confirm their intent to enroll their student at

the School. If a parent does not respond within seven (7) days, the School will select another child from the prioritized wait list. Additionally, any student selected in the lottery will be given a deadline by the School to complete and submit all required enrollment documentation. Any student who fails to meet this deadline will have their lottery admission forfeited and the School will select another child from the prioritized wait list. Please note, the lottery-selection of a student only qualifies that student for possible enrollment at the School and does not guarantee the enrollment of their siblings as well. Notwithstanding the above, in the event the racial composition of the enrollment of the School is violative of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

PROCESS AND CRITERIA

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

Records Transfer

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

RESIDENCY AND ENROLLMENT REQUIREMENTS

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

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

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

Upon initial enrollment, the documents listed below can be used to establish proof of residency for verification of a child's ability to enroll in the School and determination of the school district the student is entitled to attend under section 3313.64 and 3313.65. The School shall require only one form of proof of residency for enrollment. These items must be current, be in the parent's/guardian's or independent student age 18 and over's name, and include a street address. A post office box address cannot be used to validate residency records.

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

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

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

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

residency and will make a good faith effort to accurately identify the correct residence of the student.

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

RECORDS UPON ENROLLMENT

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

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

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

DROPOUT RECOVERY DESIGNATION

The School is designated as a dropout recovery school and a majority of its students will be between the ages of 16 and 21 years of age who, at the time of their initial enrollment are at least one grade level behind their cohort age groups or experience crises that significantly interfere with their academic progress such that they are prevented from continuing their traditional programs.

The School will give admission preference to students that qualify for the dropout prevention and recovery program and to students that meet the following definition of "at-risk".

At-Risk Definitions:

Both minor and adult aged students can be defined as “at-risk” using a variety of indicators. The list of indicators below is not all-inclusive, but these are the most common identifiers that we believe affect student learning and can specifically hinder students from earning a high school diploma if not acknowledged and addressed in the school setting.

- Having a disability or illness
- Have experienced abuse or trauma
- Exhibited behavior problems
- Assessed at below grade levels in content areas, specifically reading and math
- Family issues such as poverty, little parental involvement in education or emphasis on education, mental illness
- The student is a parent
- Criminal history
- History of chronic truancy
- Credit deficient when compared to peers

Acknowledging these potential barriers, and then assisting in removing them by developing relationships and utilizing community resources is a key component to the success of our school.

ATTACHMENT 3.12

STUDENTS WITH DISABILITIES

a.) Policy to Comply with Federal and State Laws Regarding the Education of Students with Disabilities.

The School has adopted the Ohio Department of Education's Special Education Model Policies and Procedures governing the education of students with disabilities. The School will adopt revisions to the Model Policies and Procedures as they are developed and will continue to comply with federal and state laws regarding the education of students with disabilities.

1. The School will meet state and federal law mandates for providing education and services for students. Intervention Assistance Teams will utilize multiple tiers of student support and provide interventions up to and including evaluation for suspected disability.
2. Discipline - A student code of conduct will be created and approved by the Board. The School will implement said policy with all students. For students with disabilities, the School will abide by all federal laws regarding discipline, suspension and expulsion.
3. The School will provide services and accommodations as prescribed in a student's IEP or 504 Plan. Such services may include but are not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.
4. The teachers, para-professionals and intervention specialists employed by the School to provide services for students with disabilities and limited English proficiency will be properly qualified and credentialed.

SUBLEASE

This SUBLEASE (the “Sublease”) is entered into as of May 1, 2024 (the “Effective Date”), Oakmont Education, LLC, an Ohio limited liability company (“Sublessor”) and Steel City High School, an Ohio nonprofit corporation (“Sublessee”).

RECITALS:

A. Sublessor is the tenant under that certain Lease Agreement between Fourth Street Offices LLC, an Ohio limited liability company (the “Prime Lessor”), and Sublessor dated August 9, 2023 (the “Prime Lease”), a copy of which is attached as Exhibit A to this Sublease. The Prime Lease demises a certain premises and rights within and upon the real property located at 209 W. Fourth Street, Lorain, Ohio 44052, as further described in Section 2, below (the “Property”).

B. Sublessee intends to operate at the Property as a community school pursuant to Chapter 3314 of the Ohio Revised Code.

C. Sublessee wishes to sublease from Sublessor the entire premises demised under the Prime Lease, and Sublessor is willing to sublease such space to Sublessee under the terms and conditions set forth in this Sublease.

D. The Prime Lease provides that Sublessor may sublease the Property to an entity that operates a community school without the Prime Lessor’s consent, provided that Sublessor gives Prime Lessor at least 30 days’ prior notice and provides a copy of this Sublease to Prime Lessor.

E. Capitalized words used herein shall have the same meanings as set forth in the Prime Lease, except as otherwise defined herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Adoption of Recitals. Sublessor and Sublessee hereby acknowledge and agree that the foregoing recital Paragraphs A through E are correct and complete, and hereby adopt them as their own statements and agreements, and incorporate them into this Sublease by this reference.

2. Description and Demise of Premises. Sublessor hereby demises and leases to Sublessee, for the term specified in Section 3 below, all of the Property (the “Subleased Premises”). The parties agree that, for purposes of any provision of this Sublease, the Subleased Premises consists of the Building, as defined in the Prime Lease and comprised of approximately 17,000 leasable square feet on the ground floor of the Building (formerly known as 205 and 209 W. Fourth Street) and approximately 1,000 square feet in the basement of the Building, together with the parking lot on the west side of the Building located on the Property and all rights to use the parking lot on the south side of the Building located on property owned by an affiliate of the Prime Lessor. Should the definition of the Subleased Premises conflict with the definition of the Premises in the Prime Lease, the definition of the Premises in the Prime Lease shall control.

3. Term. The term of this Sublease shall begin on the earlier occurring of either (a) Sublessee opening for community school operations; or (b) August 1, 2024, and shall end on the July 31, 2034 (the “Term”) unless extended pursuant to the terms of the Prime Lease or terminated earlier pursuant to the provisions of this Sublease. Notwithstanding the foregoing, this Sublease shall terminate automatically on the date on which (i) Sublessee’s charter contract to operate a public community school (the “Charter School Contract”) is unconditionally terminated, revoked, non-renewed, or suspended, for any reason other than as a result of Sublessee’s intentional misconduct, and provided that, despite Sublessee’s best efforts, Sublessee is unable to cause the Charter School Contract to be renewed, reinstated, or replaced within one hundred eighty days (180) days of such termination, revocation, non-renewal, or suspension; or (ii) Sublessor’s relationship with Sublessee pursuant to that certain management agreement between the parties (as it may be amended from time to time, the “Management Agreement”) is terminated. Notwithstanding the foregoing to the contrary, in the event that (1) either (a) the Management Agreement is terminated by Sublessee due to a material default that is not cured by the terms thereof by Sublessor; or (b) Sublessor files for bankruptcy, and (b) so long as the entire principal balance of any and all monetary obligations owed from Sublessee to Sublessor (the “Monetary Obligations”) are completely and entirely paid in one lump sum payment by Sublessee to Sublessor within thirty (30) days following the occurrence of either event in Section 3(1)(a) or (b), Sublessor shall endeavor to use its commercially reasonable efforts to assign its rights as ‘tenant’ under the Prime Lease to Sublessee. In the event either event set forth in Section 3(1)(a) or (b) occurs but Sublessee fails to satisfy and pay the balance of the Monetary Obligations to Sublessor, Sublessor shall have no obligation to attempt to assign the Prime Lease to Sublessee.

4. Incorporation of Prime Lease. All of the terms, provisions, covenants and conditions of the Prime Lease are incorporated herein by reference and made a part hereof, except as expressly provided herein or to the extent that application of the terms of the Prime Lease would be inconsistent with the terms hereof. Sublessor shall have all the rights of the Prime Lessor under the Prime Lease as against Sublessee, as if Sublessee had executed the Prime Lease as lessee thereunder, except to the extent the same conflict with the provisions of this Sublease or the enforcement of such rights would be inconsistent with the terms hereof. Sublessee shall have all the rights of Sublessor, as Tenant, as against the Prime Lessor under the Prime Lease, as if Sublessee had executed the Prime Lease as Tenant thereunder, except to the extent the same conflict with the provisions of this Sublease or the enforcement of such rights would be inconsistent with the terms hereof. This Sublease is subject and subordinate to the Prime Lease. Except as specifically set forth herein, Sublessee covenants and agrees that throughout the Term, Sublessee shall observe and perform all of the conditions and provisions of the Prime Lease, which are to be observed by the tenant thereunder. Sublessee further agrees that it will not engage in any act that would result in, or constitute a violation or breach of or a default under any provision of the Prime Lease and any such violation, breach or default shall constitute the same under this Sublease, entitling Sublessor to avail itself of the remedies provided herein.

5. Base Rent. Sublessee agrees to pay to Sublessor, as base rent for the Subleased Premises with respect to each month during the Term of this Sublease, an amount equal to the base rent payable under the Prime Lease with respect to the same month (“Base Rent”). Sublessee shall commence making payments to Sublessor on the first (1st) day of the first (1st) month following Sublessee’s receipt of its funding (the “Funding Date”), provided, however, that if the Funding Date occurs following the Lease Commencement Date (as set forth in the Prime Lease), the Base

Rent that would be due and payable during the period following the Lease Commencement Date and the Funding Date shall accrue but remain payable to Sublessor under the terms hereof (the "Deferred Rent"). Together with Sublessee's first payment of Base Rent following the Funding Date, Sublessee shall pay to Sublessor, together with payments of Base Rent, in six (6) equal monthly installments beginning on the Funding Date and continuing each month thereafter, the entirety of the Deferred Rent. If the term of this Sublease begins on a day other than the first day of a calendar month, Base Rent for the first partial month shall be prorated on a daily basis. Each installment of Base Rent under this Sublease shall be due in advance, without demand or notice, on or before the first date of each calendar month. Unless Sublessor otherwise instructs Sublessee in writing, all Base Rent, and any additional rent payable to Sublessor pursuant to Section 6, shall be paid to Sublessor at the address as stated in Section 15.

6. Pass-Through of Additional Rent. In addition to the Base Rent provided for in Section 5 above, Sublessee shall pay all amounts of additional rent or other charges payable by Sublessor by the Prime Lessor pursuant to the terms of the Prime Lease with respect to any period during the term of this Sublease (collectively, "Additional Rent"). The following provisions shall be applicable to such payments:

(a) To the extent such amount is payable with respect to a period beginning before the commencement of the term of this Sublease, the total amount payable shall be prorated on a daily basis between the portion of such period that predates such commencement and the portion that does not predate such commencement. Sublessee shall be obligated to pay only the latter portion.

(b) Promptly after receiving from the Prime Lessor any notice, statement or demand relating to Additional Rent, Sublessor shall deliver a copy of such notice, statement or demand to Sublessee, together with (if applicable) a statement showing the computation of Sublessee's share of any amounts payable thereunder. Sublessee shall pay any such amount not later than the earlier of (i) three (3) business days before the date on which Sublessor's corresponding payment to the Prime Lessor is due, or (ii) five (5) days after Sublessor's delivery to Sublessee of the notice, statement or demand; provided, however, that Sublessee shall not be responsible to pay any Late Fee if Sublessor's delivery to Sublessee of such notice, statement or demand occurs later than five (5) days prior to the date that such Additional Rent is due to be paid to the Prime Lessor.

(c) Any subsequent adjustment to or reconciliation of amounts paid by Sublessor to the Prime Lessor as Additional Rent (with respect to any period during the term of this Sublease) shall apply equally to amounts paid by Sublessee to Sublessor under this Section 6.

(d) The obligations of the parties under this Section 6 shall survive the expiration or earlier termination of this Sublease, until the actual amount of Additional Rent payable by Sublessor during the period ending with the expiration or earlier termination of this Sublease has been finally determined and appropriate adjustments have been made between Sublessor and the Prime Lessor and between Sublessor and Sublessee.

7. Sublessor's Obligations. With respect to obligations under the Prime Lease that are retained by Sublessor, Sublessor agrees as follows: (i) Sublessor shall continue to pay to the Prime Lessor the rentals due under the Prime Lease, when and as those sums become due and payable, and Sublessee shall not be responsible for the payment of any Late Fee due to Sublessor's failure to do so; (ii) Sublessor and its agents, contractors, and invitees shall not violate or breach any of the terms, covenants or conditions of the Prime Lease, and Sublessor and its agents, contractors and invitees (by its own acts or omissions, not due to the acts or omissions of Sublessee) shall not do or permit anything to be done that would violate, breach or be contrary to the Prime Lease, or cause the Prime Lease to be terminated or forfeited; and (iii) Sublessor shall promptly provide Sublessee with copies of all notices (including, without limitation, default notices) received by Sublessor or that are sent by Sublessor in connection with the Prime Lease.

8. Condition of Subleased Premises. Sublessee acknowledges that Sublessee accepts the Subleased Premises "as-is" "where-is" in its present condition. Except as otherwise provided herein, Sublessor shall have no liability for, or obligation to repair, any patent or latent defect in the Subleased Premises.

9. Insurance. In complying with the insurance provisions of the Prime Lease incorporated by reference in this Sublease, Sublessee shall cause each insurance policy to name the Prime Lessor as well as Sublessor as an additional insured.

10. Real Estate Taxes. Sublessee shall be responsible for enforcing Section 4 of the Prime Lease, including but not limited to collecting all necessary documents and signatures for filing the appropriate applications on a timely basis and filing the same with the appropriate governmental entities to secure and maintain a property tax exemption over the Subleased Premises. Sublessee shall cooperate in a timely manner by providing all requested documentation to the Prime Lessor. Upon being granted real estate property tax exemption, taxes due as Additional Rent shall be adjusted in accordance with Section 4 of the Prime Lease, and any amount previously paid by Sublessee which is retroactively reduced by the exemption shall be credited to Sublessee against the Rent otherwise due. Unless and until any such reduction of real estate taxes has been granted, no adjustment for any exemption shall be made to the taxes due as Additional Rent. Prime Lessor and Sublessor do not, in any way guaranty that such exemption will be granted.

11. Casualty; Condemnation. No casualty to or condemnation of the Subleased Premises or any part thereof or improvement thereon shall have any effect on this Sublease, except that upon the occurrence of an event resulting in termination of the Prime Lease, this Sublease shall terminate concurrently with the Prime Lease, in accordance with the provisions of this Sublease.

12. Assignment; Subletting. Without the prior written consent of Sublessor, Sublessee shall not encumber, assign or transfer this Sublease, as security or otherwise, or permit Sublessee's interest in this Sublease to be assigned, transferred or encumbered, by operation of law or otherwise, or sublet the Subleased Premises or any part thereof. Any purported assignment, transfer or encumbrance of Sublessee's interest in this Sublease, and any purported sub-sublease, made without the prior written consent of Sublessor shall, at Sublessor's option, be void and of no effect. Notwithstanding Sublessor's consent to any assignment or sub-subletting, Sublessee shall

remain directly and primarily responsible for the faithful performance and observance of all of the covenants and conditions of this Sublease, and Sublessor's consent to any assignment, transfer, encumbrance or sub-subletting shall not operate or be construed as consent to any further assignment, transfer, encumbrance or sub-subletting.

13. Default by Sublessee.

(a) Any act or omission by Sublessee that would constitute a default under the Prime Lease that is not cured by Sublessee within the applicable cure period, shall be deemed a default by Sublessee under this Sublease.

(b) In the event of a default by Sublessee hereunder beyond any applicable notice and cure periods, Sublessor shall be entitled to all remedies and damages provided to Prime Lessor in the Prime Lease or as otherwise provided by law or equity.

14. Default by Sublessor.

(a) In the event that Sublessor defaults to perform its obligations under this Sublease, and such default continues for ninety (90) days after written notice thereof is received by Sublessor; provided, however, that if the nature of the default is such that the same cannot be reasonably cured within the ninety (90) day period, Sublessor shall not be deemed to be in default if within such period Sublessor shall commence such cure and thereafter diligently pursues completion thereof, and provided that the Management Agreement has been terminated in accordance with the provisions thereof, Sublessee shall be entitled to terminate this Sublease, effective immediately upon notice to Sublessor. Thereupon, Sublessee shall be released from all liabilities and obligations under this Sublease accruing after the giving of such notice.

(b) In the event Sublessor receives notice from the Prime Lessor of Sublessor or Sublessee's failure to observe and perform any term, covenant, or condition on its part to be performed, or other default under the Prime Lease, Sublessor shall immediately deliver such notice to Sublessee, and the parties will work in good faith to create a plan to cure the default.

15. Termination of Prime Lease. This Sublease shall terminate immediately upon the termination or expiration of the Prime Lease. Unless the Prime Lease is terminated because of a default under the Prime Lease by Sublessor, Sublessor shall have no liability to Sublessee for such termination, other than to refund on a prorated basis any unearned prepaid rent for the calendar month in which such termination occurs. In no event shall Sublessor be obligated to exercise any option to renew or extend the Prime Lease.

16. Notices. Any notice required or permitted to be given under this Sublease must be in writing and will be deemed given (a) on personal delivery during normal business hours, (b) on the fourth business day (*i.e.*, a day on which commercial banks in Lorain County, Ohio are required to be open for business) after mailing by certified mail, return receipt requested, or (c) on the first business day after prepaid deposit with a nationally recognized overnight courier that guarantees next-business-day delivery, under circumstances such that the guaranty is applicable, in any case to the appropriate party at such party's address for notices. The addresses for notices are as follows:

If to Sublessor: Oakmont Education, LLC
481 N Cleveland Massillon Rd
Akron, OH 44333
Attn: President

If to Sublessee: Steel City High School
209 W. Fourth Street
Lorain, Ohio 44052
Attn: Board President

with a copy to (not constituting notice): Becky Scheiman, Esq.
Nicola, Gudbranson & Cooper, LLC
25 W. Prospect Ave., Suite 1400
Cleveland, OH 44115

Either party may change its address for notices or copies of notices by notice to the other party in accordance with this article.

17. Indemnification. Sublessee shall indemnify, protect, defend and hold Sublessor and Sublessor's members, managers, officers, employees and authorized representatives harmless from and against any claims, actions, liabilities, damages, costs or expenses, including reasonable attorneys' fees and costs incurred in defending against the same ("Claims") to the extent arising from (a) the acts or omissions of Sublessee or its officers, directors, agents, employees or visitors in or about the Subleased Premises, (b) any breach or default under the Prime Lease or this Sublease by Sublessee, or (c) any loss, injury or damage to any person or property, occurring in or about the Subleased Premises during the Term, resulting from Sublessee's use or occupancy of the Subleased Premises, excepting only Claims described in this clause to the extent they are caused by the willful misconduct or negligent acts or omissions of Sublessor or its members, managers, officers, employees or authorized representatives. Sublessor shall indemnify, protect, defend and hold Sublessee and Sublessee's officers, directors, agents, employees and authorized representatives harmless from and against any Claims to the extent arising from (y) the gross negligence or willful misconduct of Sublessor or its members, managers, officers, employees and authorized representatives in or about the Subleased Premises, or (z) any breach or default under the Prime Lease or this Sublease by Sublessor, excepting only Claims to the extent they are caused by Sublessee or its officers, directors, agents, employees, visitors or authorized representatives. The indemnifications set forth in this subsection shall survive the termination of this Sublease.

18. Holding Over. Provided that the Sublessee is not in default of the terms of this Sublease or the Prime Lease as of its expiration date, Sublessee shall be permitted to hold over in occupancy of the Subleased Premises for any reason after the expiration of the Term or renewal term upon the same terms for holdover under the Prime Lease set forth of Section 18.2 of the Prime Lease, except that the Base Rent, during the initial three (3) month holdover period shall be equal to 150% of the monthly Base Rent then in effect and if Sublessee has not vacated the Subleased Premises following the third (3rd) month thereafter, Base Rent for such additional holdover period

shall be equal to 200% of such monthly Base Rent; provided further that upon the commencement of such holdover period, Sublessee shall be deemed a tenant at sufferance only on a month-to-month basis, and Sublessee shall remain subject to all of the terms and conditions of this Sublease and the Prime Lease as if both were still in effect, except for Base Rent as set forth above. In no event shall the holdover period exceed three (3) months, unless agreed to in writing by the Prime Lessor, Sublessor and Sublessee. During the holdover period, Sublessee shall also be obligated to pay all charges as provided under the Prime Lease and all damages sustained by Prime Lessor on account of such holdover tenancy. Notwithstanding the foregoing to the contrary, in the event Sublessee's holdover is the direct result of the failure of Sublessor and Prime Landlord to extend the term of the Prime Lease or procure a new replacement premises for Sublessee's operations, Sublessor and Sublessee agree that such holdover tenancy will be upon the same terms for holdover under the Prime Lease set forth of Section 18.2 of the Prime Lease, except that the Base Rent, during the initial three (3) month holdover period shall be equal to 125% of the monthly Base Rent then in effect, whereby Sublessor shall be obligated to fund the remaining 25% of the monthly Base Rent then in effect that is not paid by Sublessee.

19. Brokers. Each party represents and warrants to the other that the representing party has had no dealings with any real estate broker or agent in connection with this Sublease, and agrees to indemnify the other party against any loss, claim, damage or expense, including reasonable attorneys' fees, that may be incurred by such other party in connection with any claim that is inconsistent with the representing party's representation in this Section 18.

20. Counterparts. This Lease may be executed in multiple separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall constitute but one instrument. Signatures of the parties transmitted by facsimile, portable document format (".pdf") or other electronic means complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com) shall be deemed to be their original signatures for all legal and other purposes.

21. Governing Law. This Sublease shall be governed by the laws of the State of Ohio and jurisdiction for any civil action arising out of this Sublease shall be exclusively in the Common Pleas Court of Lorain County, Ohio, and, if any provision hereof is in conflict with any federal law or law of the State of Ohio, then any such terms shall be deemed modified to conform to such law without affecting the remaining provisions of this Agreement.

22. Entire Agreement. This Sublease constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein. Any modifications or amendments to this Agreement shall be effective only if in writing and executed by each of the parties hereto.

[signatures to follow]

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as of the Effective Date.

SUBLESSOR:

OAKMONT EDUCATION, LLC

By: Dimitrios Krivas

Name: Dimitrios Krivas

Title: President



Notary Public
State of Ohio

My Commission Expires
January 28, 2028

STATE OF OHIO)

) SS:

COUNTY OF Summit)

The foregoing instrument was acknowledged before me on this 1st day of May 2024, by Dimitrios Krivas its President of Oakmont Education LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Dawn Romesberg
Notary Public

SUBLESSEE:

STEEL CITY HIGH SCHOOL

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____ 2024, by _____, _____ of Steel City High School, an Ohio nonprofit corporation, on behalf of the corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease as of the Effective Date.

SUBLESSOR:

OAKMONT EDUCATION, LLC

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of _____ 2024, by _____, its _____ of Oakmont Education LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

SUBLESSEE:

STEEL CITY HIGH SCHOOL

By: _____
Name: Jessica Hricovec
Title: Board President

STATE OF Ohio)
) SS:
COUNTY OF Lorain)

The foregoing instrument was acknowledged before me on this 24th day of April 2024, by Jessica Hricovec, Board President of Steel City High School, an Ohio nonprofit corporation, on behalf of the corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public



NICHOLAS J. DERTOUZOS, Attorney At Law
Notary Public-State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

Acknowledgement and Agreement of Prime Lessor

For good and valuable consideration, Fourth Street Offices, LLC ("Owner" or "Landlord"), as "Landlord" under the Prime Lease and as "Prime Lessor" under the foregoing Sublease, hereby acknowledges and agrees as follows:

1. The recital Paragraphs A through E of the foregoing Sublease are correct and complete, to the best of Owner's knowledge, and Owner hereby adopts them as its own statements.
2. Owner leases to Sublessor under the Prime Lease the entire property, improvements and rights described in Section 2 of the foregoing Sublease as constituting the "Subleased Premises", and the definition of "Leased Premises" in the Prime Lease is hereby amended accordingly.
3. Owner acknowledges that Sublessor has given Prime Lessor at least 30 days' prior notice of its sublease of the Property to Sublessee and has provided a copy of the foregoing Sublease to Prime Lessor.
4. In the event of (1) the termination of the Primary Lease caused by the default thereunder by Sublessor, or (2) the voluntary surrender and cancellation of the Primary Lease by Landlord and Sublessor, Landlord agrees to accept Sublessee as its tenant for a period equal to the full and unelapsed portion of the term of the foregoing Sublease, and on the same covenants and conditions as are contained in the Sublease, provided Sublessee is not in default of the terms of the Sublease at the time of such termination or cancellation of the Primary Lease, provided that Sublessee makes full and complete attornment to Landlord for the balance of the term of the Sublease to establish direct privity of estate and contract between Landlord and Sublessee and with the same force and effect as though the Sublease was originally made directly from Landlord to Sublessee, and provided that Sublessee makes all rental payments directly to Landlord.

IN WITNESS WHEREOF, Owner has executed this Acknowledgement and Agreement as of the 1 day of May, 2024.

FOURTH STREET OFFICES LLC

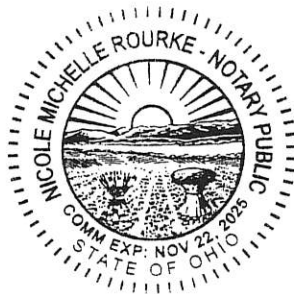
By:

Name:

Title:

STATE OF Ohio)
) SS:
COUNTY OF Lorain)

The foregoing instrument was acknowledged before me on this 1 day of May 2024, by JON R, WARD of Fourth Street Offices, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.



Nicole Michelle Rourke
Notary Public

EXHIBIT A
(Copy of Prime Lease)

4853-6002-0896, v. 4

LEASE AGREEMENT
between
FOURTH STREET OFFICES LLC
("LANDLORD")
and
OAKMONT EDUCATION, LLC
("TENANT")
dated as of
August 9th, 2023

LEASE AGREEMENT

This LEASE AGREEMENT (this “**Lease**”), dated as of the ____ day of _____, 2023 (the “**Effective Date**”), is entered into by and between FOURTH STREET OFFICES LLC, an Ohio limited liability company, whose agent is United Property Management Co., having its principal office at 300 Broadway Ave., Suite 202, Lorain, OH 44052 (“**Landlord**”), and OAKMONT EDUCATION, LLC, an Ohio limited liability company having a mailing address at 481 N Cleveland Massillon Road, Akron, OH 44333, Attn: Rick Rockich (“**Tenant**”). Landlord and Tenant are also sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Landlord and Tenant covenant, warrant, and agree as follows:

1. Leased Areas; Renovations; Early Access.

1.1 Leased Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real property commonly known as 209 W. 4th St., Lorain, OH 44052, Lorain County Permanent Parcel Nos. 0201005107003, 0201005107004, and 0201005107005 (the “**Property**”), including all ground floor improvements and approximately 17,000 square feet of leasable area contained within the ground floor and approximately 1,000 square feet in the back of the basement of the building located thereon (the “**Building**”) and as more particularly shown on the site plan attached hereto and incorporated herein as Exhibit A. The Property and the Building, the improvements (excluding the unleased portion of the basement, consisting of approximately 9,000 square feet), and other property rights described above are referred to herein as the “**Leased Premises**”.

1.2 Tenant Buildout; Space Plan. Tenant shall cause its architect to prepare a site plan expeditiously, at Tenant’s expense (“**Tenant’s Plans**”). Tenant shall provide such Tenant Plans to Landlord for review by Landlord and its contractor prior to the commencement of any construction. Landlord shall review the Tenant’s Plans within ten (10) business days of receipt and shall provide any comments or propose any comments to Tenant and its architect within such ten (10) business day period of receipt, provided, however, if Landlord does not approve, deny or otherwise provide comments to Tenant’s Plans within such ten (10) business day period, Tenant’s Plans shall be deemed approved in all respects. In the event Landlord provides Tenant with commercially reasonable comments that do not materially affect the concepts of the Tenant Plan’s, Tenant and shall cause its architect to revise the Tenant’s Plans (and re-revise them) in accordance with Landlord’s comments and re-submit the Tenant’s Plans, within ten (10) business days after receipt of Landlord’s comments, to Landlord for review in accordance with this Section 1.2. Upon approval of the Tenant’s Plans as set forth above, Landlord shall perform the buildout of the Leased Premises in accordance with Tenant’s Plans as soon as practicable. Tenant and Landlord shall cooperate in good faith to finalize and complete the construction of the buildout in a commercially reasonable manner. Landlord shall provide Tenant an improvement allowance not to exceed Four Hundred Twenty-Five Thousand Dollars and 00/100 (\$425,000.00) (the “**Tenant Improvement Allowance**”), and for any improvement costs incurred by Landlord in the completion of the construction of Tenant’s Plans that exceed this amount, Landlord shall amortize the improvement costs over the Initial Term (as hereinafter defined), without interest and the monthly portion thereof shall be paid Tenant along with its monthly payment of Base Rent (as hereinafter defined).

1.3 Early Access. Tenant shall have the right to enter the Leased Premises thirty (30) days prior to the Lease Commencement Date (as hereinafter defined) for the purpose of installing its furniture, trade fixtures and equipment.

2. Term

2.1 Term. This Lease shall be effective and binding on Landlord and Tenant on the Effective Date, but remains subject to Tenant's success in receiving a conditional use variance from the City of Lorain to operate a charter school facility in the current zoning. The term of this Lease shall be ten (10) years, commencing on the earlier to occur of (a) Tenant's opening for normal business operations, or (b) August 1, 2024 (such date being the "**Lease Commencement Date**") and ending on July 31, 2034 (the "**Initial Term**"). Unless otherwise provided herein, the word "**Term**" shall include the Initial Term and any Renewal Term (as hereinafter defined) properly exercised by Tenant in accordance with Section 2.2. Notwithstanding the foregoing to the contrary, in the event that the City of Lorain refuses or does not provide Tenant with a conditional use variance to operate a charter school facility at the Leased Premises, after Tenant's commercially reasonable efforts, Tenant shall have the right to terminate this Lease by providing notice to Landlord of such termination.

2.2 Renewal Terms.

(a) This Lease may be renewed for three (3) additional, separate, and consecutive renewal periods of five (5) years (each a "**Renewal Term**"), provided that no Event of Default (as hereinafter defined) shall be continuing upon the date Tenant provides notice to Landlord of its intent to exercise such Renewal Term and upon the commencement of such Renewal Term. Tenant shall notify Landlord by written notice of its exercise of a renewal option at least six (6) months prior to the end of the then-current Term or Renewal Term.

(b) Each Renewal Term shall constitute an extension of the Term and shall be upon all of the same terms and conditions as the existing Term, except that: (i) the Base Rent (as hereinafter defined) for each Renewal Term shall be payable at the rate specified in Section 3; and (ii) there shall be no automatic right to extend the Term of this Lease beyond the third Renewal Term.

2.3 Limited Early Termination Right.

(a) Tenant shall have the ongoing right to terminate this Lease prior to the expiration of the Initial Term or a Renewal Term in the event that its sublessee (i.e., the charter school located in the Leased Premises) does not renew its operating agreement with Tenant. The parties acknowledge that such agreement is typically structured on five (5) year terms, renewable in five (5) year increments.

(b) In the event the sublessee school elects to not renew its operating agreement with Tenant, Tenant shall provide Landlord with three (3) months prior written notice of the nonrenewal and its intent therefore to early terminate the Lease and Tenant shall pay a termination fee, in an amount equal to Landlord's unamortized Tenant improvements made to facilitate Tenant's buildout, plus unamortized commissions paid to the broker, plus three (3) months Base Rent (as hereinafter defined) at the then current rate, which shall be payable within thirty (30) days from the date this Lease terminates pursuant to the terms of this Section 2.3.

3. Rent

3.1 Base Rent. Tenant shall pay to Landlord a Base Rent ("**Base Rent**") at the rate of:

Time Period	Base Rent Rate/Sq. Ft.	Annual Base Rent Amount	Monthly Base Rent Amount
-------------	---------------------------	----------------------------	-----------------------------

Initial Term—Years 1-5	\$12.00/sf	\$204,000	\$17,000.00
Initial Term—Years 6-10	\$13.00/sf	\$221,000	\$18,416.67
First Renewal Term	\$14.00/sf	\$238,000	\$19,833.33
Second Renewal Term	\$15.00/sf	\$255,000	\$21,250.00
Third Renewal Term	\$16.00/sf	\$272,000	\$22,666.67

Notwithstanding the foregoing, in the event that the buildout exceeds the Tenant Improvement Allowance, then a monthly amount shall be charged in addition to the foregoing Base Rent amount during the Initial Term for the amortized excess costs pursuant Section 1.2. Such increase in Base Rent shall be memorialized in an amendment to this Lease.

3.2 **Additional Rent.** In addition to Base Rent, Tenant shall pay to Landlord all sums other than Base Rent payable by Tenant to Landlord under this Lease, including Taxes, Late Fees, (all as hereinafter defined) insurance, interest, and any and all other amounts due under this Lease, all as they shall become due and payable under this Lease, including any and all other sums that may become due by reason of any default of Tenant or failure to timely comply with the agreements, terms, covenants, and conditions of this Lease to be performed by Tenant ("**Additional Rent**"). Notwithstanding the foregoing to the contrary, the following shall be excluded from Additional Rent:

- (a) Capital improvements (including Building envelope work) as a direct charge or depreciation except for:
 - (i) Capital expenditures mandated by laws enacted after occupancy with such expenditures amortized over the useful life of the improvement and only the amortized portion included in Additional Rent in any year; or
 - (ii) Capital expenditures designed to reduce operating costs may be amortized over the useful life of the improvement, but limited to the amount of documented savings incurred annually.
- (b) Expense associated with leasing or procuring new tenants, including leasing commissions paid to agents of Landlords or other brokers; tenant improvements, advertising and promotional expenditures;
- (c) Renovating leasable space for new tenants, or renovating space vacated by any tenant;
- (d) Expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing, sale or syndication of the building.
- (e) Depreciation of the Building;
- (f) Costs of complying with current hazardous waste and environmental laws except for such costs as are or may be the direct result of Tenant's actions;
- (g) Expenses for which the Landlord is or will be reimbursed by another source;
- (h) Costs incurred which will benefit a specific tenant;

- (i) Unreasonable costs arising from the fact that Landlord supplies goods or services to the project at above market rates, and only for the amount that is provably above market;
- (j) Costs of services and utilities directly charged to another tenant;
- (k) Legal and other related expenses associated with the negotiation or enforcement of leases;
- (l) Any item and/or services selectively supplied to any other tenant;
- (m) Executive salaries, expenses, fringe benefits and other compensation for executives above the level of "project manager" except to the extent reasonably and directly allocated to the operating of the Building;
- (n) A property management fee for the Building in excess of 3% of the gross rent of the Building;
- (o) Advertising expenses;
- (p) The cost of installing, operating, managing, and maintaining garage or any specialty services, such as a luncheon club, retail store, sundries shop, newsstand, concession, athletic or recreational club;
- (q) Payments for rented equipment, the cost of which would constitute a capital expenditure if the equipment were purchased, unless such equipment is rented on an intermittent or one use only basis;
- (r) Any expenses for repairs or maintenance, which are covered by warranties, guarantees and service contracts (excluding any mandatory deductible);
- (s) Cost of repairs necessitated by Landlord's gross negligence or willful misconduct or of correcting any latent defects or original design defects in the building, construction, materials or third parties;
- (t) Interest principal points and fees' amortization of other costs associated with any debt and rent payable under such debt or of any ground lease rent; and
- (u) The cost of any artwork or sculptures.

3.3 Rent Payments. Base Rent shall be payable commencing on the Lease Commencement Date and thereafter in equal monthly installments in advance on the first day of each and every calendar month during the term of this Lease. Taxes shall be payable in accordance with Section 4. Subject to the terms and conditions of this Lease, Tenant covenants and agrees to pay Base Rent and Additional Rent, and Taxes promptly when due without notice or demand therefor (other than any notice required under Section 4 hereof) and, with respect to other Additional Rent items, following notice thereof pursuant to the terms of this Lease. Except as provided herein, Base Rent and Additional Rent shall be paid without any abatement, deduction, or setoff for any reason whatsoever. Tenant covenants and agrees to pay Base Rent and Additional Rent in lawful money of the United States, to Landlord at Landlord's address as first set forth above. Tenant's covenant to pay Base Rent and Additional Rent is independent of every other covenant in this Lease.

3.4 Prorated Rent. For any partial month during the Term, the monthly installments payable for such month, including the payments of Base Rent and Additional Rent, and Taxes, shall be prorated on a *per diem* basis from the Lease Commencement Date until the first day of the following month based on the actual numbers of days in such partial month.

3.5 Late Fee. If Rent, or any other charges hereunder shall at any time be in arrears and unpaid for ten (10) days after the same becomes due and payable, Tenant shall pay a service charge equal to five percent (5%) of the amount late to reimburse Landlord for the administrative and related expenses and inconvenience of collecting and processing such late payments (the "Late Fee"). Tenant acknowledges that the Late Fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payments by Tenant. Neither assessment nor acceptance of a Late Fee by Landlord shall constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies available to Landlord.

3.6 Security Deposit. Within five (5) days following the Effective Date, Tenant shall deposit with Landlord one (1) monthly installment of Base Rent payable under this Lease for the first full calendar month of the Term (the "Security Deposit") as security for the full, faithful, and timely performance of each and every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Base Rent and Additional Rent, Landlord may, in Landlord's discretion, use, apply, or retain all or any part of the Security Deposit for the payment of any Base Rent, Additional Rent, or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used, applied, or retained, Tenant shall within thirty (30) days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. The Security Deposit shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term. Landlord may deliver the Security Deposit to the purchaser of the Premises if the Premises are sold, and after such time, Landlord will have no further liability to Tenant with respect to the Security Deposit.

3.7 Reconciliation. Tenant shall have the right, throughout the Term but only upon thirty (30) days prior written notice to Landlord, to audit the books and accounts of Landlord to confirm the calculation and accuracy of Additional Rent and any other charge to Tenant hereunder. Such audit shall be conducted at a place reasonably designated by Landlord, provided Tenant's auditor executes a confidentiality agreement with Landlord, reasonably acceptable to Landlord keeping any information obtained by Tenant or its agents strictly confidential. Tenant and its auditor may make such inspection or audit only for the purpose of verifying the accuracy of the records of Landlord relating to Additional Rent and other charges at the Premises. In the event of an inaccuracy in Landlord's charges actually paid by Tenant as compared to such charges actually incurred and owed by Tenant, such shall be reconciled within thirty (30) days of discovering same. In the event that amounts Tenant actually paid differ from the amount actually owed by Tenant hereunder, when correctly accounted for and calculated then, as applicable, Tenant shall promptly pay any underpayment to Landlord or Landlord shall pay to Tenant, the full amount of any overcharge, the payments of an underpayment or overcharge shall be made within thirty (30) days following the date of discovering the same.

4. Taxes. Tenant shall pay, as Additional Rent, all real estate taxes and assessments levied against the Leased Premises that become due and payable during the Term. Notwithstanding the foregoing, if Tenant and/or the permitted subtenant is exempt from real estate property taxes under Ohio law, Tenant

and/or the permitted subtenant shall be responsible for filing appropriate applications on a timely basis to secure such exemption and Landlord shall in a timely manner cooperate by providing all necessary documents or signatures as requested by Tenant and/or Subtenant to secure property tax exemption approval at no cost to Landlord. Tenant and the permitted subtenant shall be responsible for the payment of real estate taxes until such time as an exemption application is approved. If Tenant and/or the permitted subtenant have made payments towards the payment of real estate taxes before such exemption is effective for an ultimately exempt period, and Landlord receives reimbursement for taxes paid due to the exemption, Landlord agrees to credit or return those payments to Tenant and/or the permitted subtenant and account for the same. For the purposes of clarity and the avoidance of doubt, Tenant shall at all times be responsible for the payment of real estate taxes actually due and payable with respect to the Leased Premises.

5. Utilities and Services. Tenant shall pay any and all charges for electricity, gas, water, sewage, telephone, internet, janitorial, waste removal, security, light bulbs, and all other such utilities and services used in or related to the Leased Premises, before such charges become delinquent. Such charges shall be directly billed to Tenant to the greatest extent possible. Tenant shall not over-burden or exceed the capacity of the mains, feeders, ducts, conduits, or other equipment by which utilities are supplied to the Leased Premises. Landlord shall not be liable for any temporary interruption of utilities under this Lease, and the same shall not be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or relieve Tenant from performance of Tenant's obligations under this Lease, except as specifically permitted by this Lease. No such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part; entitle Tenant to any abatement or diminution of Base Rent; or relieve Tenant from any of its obligations under this Lease, except in the event of any interruption or failure in utility services which Landlord, its agents, contractors or employees has caused and which Landlord is capable of resolving but does not resolve, and such interruption continues for 72 hours or more and prevents Tenant from reasonably conducting business at the Leased Premises and Tenant thereby closes for business at the Leased Premises, except as specifically permitted by this Lease. In such an event, all Rent and other amounts due hereunder shall abate from the expiration of such 72-hour period until the earlier of (a) the date on which such service resumes and Tenant is able to reasonably conduct business at the Leased Premises, or (b) the date on which Tenant reopens for business at the Leased Premises.

6. As-Is. Subject to Landlord's obligation to complete the construction of Tenant's Plans (as defined below) Tenant agrees that Tenant is familiar with the condition of the Leased Premises, and Tenant hereby accepts the Leased Premises in its "**AS-IS, WHERE-IS, WITH ALL FAULTS**" condition. Tenant acknowledges that except as otherwise set forth herein, neither Landlord, nor any representative of Landlord, has made any representation as to the condition of the Leased Premises or its suitability for Tenant's intended use other than as expressly set forth herein. The foregoing acknowledgments and agreement shall not reduce Landlord's maintenance, repair, and service obligations as set forth in this Lease.

7. Use of Leased Premises; Compliance with Laws; Hazardous Materials

7.1 Use. The Leased Premises shall be used only for the operation of a charter or community school and related purposes (the "**Permitted Use**") and for no other purpose.

7.2 Legal and Other Restrictions of Tenant's Use. Use of the Leased Premises is subject to all covenants, conditions, and restrictions of record. Tenant shall not use or occupy the Leased Premises: (a) for any unlawful purpose; (b) in any way that will violate the certificate of occupancy for the Leased Premises; (c) in a way that will constitute waste, nuisance, or unreasonable annoyance to Landlord; or (d) in a way that may increase the cost of, or invalidate, any policy of insurance carried on the Building.

7.3 Compliance with Laws. Tenant, at Tenant's sole cost and expense, shall comply with (and shall cause all Tenant Parties to comply with) all Laws applicable to the Leased Premises or the use or occupancy of the Leased Premises, including any obligation to make Alterations (as hereinafter defined) in the Leased Premises required as a condition of Tenant's occupancy. "Laws" means all present and future laws (including the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008, and the regulations promulgated thereunder ("ADA")), ordinances (including zoning ordinances and land use requirements), rules, and regulations of governmental and quasi-governmental authorities. If any such Laws require an occupancy or use permit or license for the Leased Premises or the operation of the business conducted therein (including a certificate of occupancy or nonresidential use permit), then Tenant shall obtain and keep current such permit or license at Tenant's sole cost and expense and shall promptly deliver a copy thereof to Landlord. Nothing in this Section 7.3, however, shall permit Tenant to make, without Landlord's prior written approval, any Alterations to the Leased Premises which otherwise would require Landlord's approval under this Lease, and Tenant shall comply with all of the requirements of this Lease in making any such Alterations. Landlord shall ensure and be obligated to complete, at its sole cost and expense, any repairs, replacements or maintenance required for the Building and Leased Premises to be in compliance with applicable Laws and Hazardous Materials Law (as defined below).

7.4 Hazardous Materials Laws. "Hazardous Materials Law" shall mean any federal, state, or local law, ordinance, rule, decree, order, regulation, or court decision relating to Hazardous Materials or other environmental conditions on, under, or about the Leased Premises, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

7.5 Hazardous Materials. Tenant shall not cause or permit any chemical, compound, material, substance, or other matter that: (a) is defined as a hazardous substance, hazardous material, or waste, or toxic substance under any Hazardous Materials Law; (b) is regulated, controlled, or governed by any Hazardous Materials Law or other laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials) (collectively, "Hazardous Materials") to be generated, used, released, stored, or disposed of in or about the Leased Premises. Tenant, however, may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Tenant to conduct normal business operations in the Leased Premises. Landlord represents and warrants as of the Effective Date, to Landlord's knowledge: (i) the Property does not contain any Hazardous Materials, and (ii) there are no Hazardous Materials existing in, on, under, about the Property, provided, however, that in the event that Hazardous Materials are discovered on the Property that are not brought onto the Property by Tenant, its officers, employees, agents, and/or contractors, Landlord shall, at its sole cost and expense, be responsible for the remediation of such Hazardous Materials. Tenant shall remediate, at its sole cost and expense, any Hazardous Materials brought into the Leased Premises by Tenant, its officers, employees, agents, and/or contractors. Landlord represents and warrants as of the Effective Date: (i) the Leased Premises does not contain any Hazardous Materials, and (ii) there are no Hazardous Materials existing in, on, under, about the Leased Premises, provided, however, that in the event that Hazardous Materials are discovered on the Leased Premises that are not brought onto the Leased Premises by Tenant, its officers, employees, agents, and/or contractors, Landlord shall, at its sole cost and expense, be responsible for the remediation of such Hazardous Materials. Tenant shall remediate, at its sole cost and expense, any Hazardous Materials brought into the Leased Premises by Tenant, its officers, employees, agents, and/or contractors. Tenant shall defend and indemnify Landlord from and against any violations of the foregoing provisions. Landlord shall remediate, at its sole cost and

expense, any Hazardous Materials brought into or existing in or on the Leased Premises by Landlord, its officers, employees, agents, and/or contractors, and/or Hazardous Materials existing in or about the Leased Premises. Landlord shall defend and indemnify Tenant from and against any violations of the foregoing provisions. The provisions of this Section 7.5 shall survive the expiration or earlier termination of this Lease.

For purposes of this Lease, the term "**Landlord's knowledge**" shall mean the actual knowledge Jon R. Veard.

8. Maintenance and Repairs.

8.1 Landlord's Obligation. Throughout the Term, Landlord, at Landlord's expense, shall repair, replace, and maintain in good condition the structural portions of the Building, i.e., the roof, exterior walls, windows, the foundation, elevators, mechanical, electrical, plumbing, security, and fire and life safety systems and equipment ("**Building Systems**"). Landlord shall also be responsible for any HVAC repair or replacement costs that are in excess of \$500 per occurrence. Tenant shall reimburse Landlord for the cost of any of repairs, replacement, or maintenance the Landlord must perform due to damage caused by the misuse, mistreatment, or negligence of Tenant, its employees or its invitees.

8.2 Tenant's Obligation. Throughout the Term, Tenant, at Tenant's expense, shall repair, replace, and maintain in good and clean condition all portions of the Leased Premises, including entries, doors, ceilings, glass partitions, and interior walls. Any repairs or maintenance shall be completed with materials of similar quality to the original materials. Tenant shall be responsible for monthly utility costs of its HVAC systems along with routine maintenance costs for its HVAC systems (up to a maximum of \$500 per occurrence). All such repairs or maintenance shall be performed by duly licensed contractors. If Tenant fails to maintain the Leased Premises in accordance with this Section 8.2, Landlord may, in its sole discretion and upon 24 hours prior notice to Tenant (except no advance notice shall be required in the case of emergencies), perform such maintenance. Tenant shall pay to Landlord all costs or expenses, including administrative charges, incurred by Landlord to perform such maintenance within thirty (30) days after written demand. Tenant shall be responsible for all landscaping and snow removal for the Leased Premises.

9. Alterations.

9.1 Tenant Alterations. Tenant shall not make or allow to be made any alterations, additions, or improvements in or to the Leased Premises (collectively, "**Alterations**") without the prior written consent of Landlord, which consent may be granted or denied in Landlord's sole discretion.

9.2 Minor Alterations. Notwithstanding Section 10.1, Tenant may make Minor Alterations to the Leased Premises without Landlord's prior consent. "**Minor Alterations**" means decorative and other minor Alterations that: (a) do not affect the Building Systems or change the configuration of the Leased Premises by removing or erecting interior walls; and (b) cost no more than Twenty-Five Thousand Dollars (\$25,000.00) in any one instance, and, in the aggregate, do not exceed Fifty Thousand Dollars (\$50,000.00) in any calendar year.

9.3 Performance by Tenant. Tenant agrees that all Alterations shall be performed and completed: (a) at Tenant's sole cost and expense; (b) in accordance with plans and specifications provided to Landlord at least ninety (90) days prior to the commencement of such work (and approved by Landlord if Landlord's approval is required); and (c) in a good and workmanlike manner by contractors approved in advance by Landlord. The performance and completion of any such Alteration

shall not impair the structural integrity of the Building or adversely affect the Building. Tenant shall not permit any liens to attach to any part of the Leased Premises or the Building arising out of the Alteration. Tenant shall obtain, at its sole expense, all permits required for such Alterations. Throughout the performance of Alterations, Tenant, at its expense, shall carry insurance required by Section 11.1(d).

9.4 Ownership of Alterations. Unless Landlord elects otherwise, all Alterations made by Tenant shall become the property of Landlord and shall be surrendered to Landlord on the Lease Expiration Date. Notwithstanding the foregoing, all movable equipment, trade fixtures, personal property, furniture, or any other items that can be removed without harm to the Leased Premises will remain Tenant's property (collectively, "**Tenant-Owned Property**") and shall not become the property of Landlord. Landlord may, by written notice given together with Landlord's written approval for proposed Alterations, identify Alterations that Tenant shall be required to remove upon the expiration or earlier termination of this Lease. On or before the Lease Expiration Date, Tenant shall remove all Tenant-Owned Property and any Alterations that Tenant is required to remove, and Tenant shall repair at its sole cost and expense all damage caused to the Leased Premises or the Building by such removal. Tenant's obligations under this Section 9.4 shall survive the expiration or earlier termination of this Lease.

10. Insurance.

10.1 Tenant Insurance. At all times during the term of this Lease, Tenant, at Tenant's expense, shall maintain at its sole cost and expense, the following insurance policies in accordance with this Section 10:

(a) "All-risk" or "special perils" property insurance covering physical loss or damage insuring the full replacement value of all present and future Alterations, leasehold improvements, and all items of Tenant-Owned Property to a limit of not less than the full replacement value thereof.

(b) Commercial general liability insurance in respect of the Leased Premises and the conduct or operation of business therein with a limit of liability of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate. Such liability insurance shall include products and completed operations liability insurance, fire, and legal liability insurance, and such other coverage as Landlord may reasonably require from time to time.

(c) Workers' compensation insurance providing statutory limits as required by the State of Ohio, and employer's liability insurance in form and amounts as required by applicable laws and regulations covering all of Tenant's employees.

(d) At all times when Alterations are in progress, Tenant, at its expense, shall maintain, or cause to be maintained, all risk property and/or Builders Risk insurance and general liability insurance, with completed operation endorsement, for any occurrence in or about the Leased Premises. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of Alterations and, on request, at reasonable intervals thereafter during the continuance of Alterations.

10.2 Policy Requirements.

(a) Tenant's insurance shall be issued by companies approved by Landlord in its sole discretion and authorized to do business in the State of Ohio and rated in Best's Insurance Guide as having a "Best's Rating" of "A-" or better. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford the coverage required by this Section 10.

(b) All insurance policies required to be carried by Tenant under this Lease (except for workers' compensation insurance) shall: (i) name Landlord, and any parties designated by Landlord, as additional insureds; (ii) as to liability coverages, be written on an "occurrence" basis; and (iii) provide that Landlord shall receive thirty (30) days' notice from the insurer before any cancellation or change in coverage.

(c) Each such policy shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. Tenant shall deliver evidence of insurance satisfactory to Landlord in its sole discretion to Landlord on or before the date Tenant first enters or occupies the Leased Premises, and thereafter at least thirty (30) days before the expiration dates of expiring policies.

(d) If Tenant fails to maintain such insurance in accordance with the terms hereof, Landlord shall have the right, but not the obligation, to procure any such insurance for the account of Tenant, immediately and without notice to Tenant, and the cost thereof shall be paid to Landlord. The limits of the insurance required under this Lease shall not limit Tenant's liability. During the Term, at Landlord's request, Tenant shall increase such insurance coverage to a level that is commercially reasonably required by Landlord.

10.3 Non-Liability. Unless caused by Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for damage of any nature to any person, to the Leased Premises, or to Tenant's personal property or equipment, including the Tenant-Owned Property, caused by explosion, fire, theft, breakage, vandalism, falling plaster, Building System failure, steam, gas, electricity, water, rain, or other substances leaking, emanating from, or flowing into any part of the Leased Premises, it being agreed that Tenant is responsible for obtaining appropriate insurance to protect its interests.

10.4 Landlord Insurance. Landlord shall carry "all-risk" or "special perils" property insurance covering physical loss or damage insuring the full replacement value of the Building to a limit of not less than the full replacement value thereof.

(a) Monthly Installments. Before the Lease Commencement Date, and thereafter on an annual basis at the time Landlord's insurances are renewed, Landlord shall provide Tenant with a written statement of the amount of the insurance costs for the Leased Premises, and include reasonable detail, consistent with Landlord's past practices, and also include a copy of the invoice(s) received for such insurance. For each month of the Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12th of Landlord's insurance costs for the Leased Premises.

(b) Reconciliation. In the event statements are issued and paid by Tenant with respect to its Share of Landlord's insurance and Landlord's insurance costs are subsequently adjusted, Landlord shall give Tenant an amended insurance statement that makes any necessary adjustment to Tenant's payment of its Share of the insurance. Any amount due to the Tenant shall be credited against future installments of insurance payments, and any deficiency shall be paid by Tenant together with the next monthly installment.

10.5 Waiver of Subrogation. To the extent such waivers are obtainable from insurance carriers, Landlord and Tenant waive their respective right of recovery against the other for any direct or consequential damage to the Leased Premises of the other by fire or other casualty to the extent such damage is insured against under a policy or policies of insurance. Each Party shall cause its insurance policy to be endorsed to evidence compliance with such waiver.

11. Indemnification. Except to the extent resulting from the gross negligence or willful misconduct of Landlord or any Landlord Party, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including penalties, fines, and reasonable attorneys' fees (collectively, the "**Claims**"), incurred in connection with or arising directly or indirectly from: (a) any breach or default by Tenant in the performance of any of its obligations under this Lease; (b) any injury or death to persons or damage to property occurring within or about the Leased Premises; or (c) the use or occupancy of the Leased Premises by Tenant, any Tenant Parties, or any person occupying the Leased Premises through Tenant. Landlord shall hold Tenant Parties harmless from and indemnify the Tenant Parties against any and all Claims, to the extent arising from (x) any construction or other work undertaken by or on behalf of Landlord in, on or about the Building, whether prior to or during the Term of this Lease, unless such construction or other work was performed due to a failure by Tenant to satisfy any obligation of Tenant under this Lease, (y) any breach or default under this Lease by Landlord that is not cured in accordance with the terms of this Lease, or (z) any accident, injury or damage, attributable to the gross negligence or willful misconduct of Landlord, its agents, contractors or employees, to any person or property, occurring in, on or about the Property; except to the extent such Claims are attributable to the negligence or misconduct of Tenant, its agents, contractors, employees or invitees. The terms of this Section 11 shall survive the expiration or earlier termination of this Lease.

12. Damage and Destruction.

12.1 Restoration. Tenant shall promptly notify Landlord of any damage to the Leased Premises resulting from fire or any other casualty. If the Leased Premises are destroyed or damaged by fire or other casualty so that Tenant is unable to occupy the Leased Premises for its Permitted Use, then within thirty (30) days after that event, Landlord shall give Tenant a notice specifying the estimated time, in Landlord's reasonable judgment, required for repair or restoration (the "**Restoration Estimate**"). If either (i) the Restoration Estimate is ninety (90) days or less, or (ii) the Restoration Estimate exceeds ninety (90) days and Landlord does not elect to terminate this Lease in accordance with Section 12.2 hereof, then Landlord shall proceed promptly to the extent of the available insurance proceeds, to repair or restore the Leased Premises provided, however, Landlord shall not be obligated repair or restore any Tenant Alterations and/or Tenant-Owned Property. Provided this Lease is not terminated pursuant to Section 12.2, this Lease shall remain in full force, except that Rent shall abate in accordance with Section 12.3.

12.2 Termination Rights. If the Restoration Estimate exceeds ninety (90) days, then either party may elect to terminate this Lease by giving a termination notice to the other party within thirty (30) days following delivery of the Restoration Estimate, in which event this Lease shall cease and terminate as of the date of such termination notice.

12.3 Rent Abatement. If the damage or destruction renders all or part of the Leased Premises untenantable and this Lease is not terminated, Rent shall proportionately abate commencing on the date of the damage or destruction and ending on the date the Leased Premises are delivered to Tenant with the restoration substantially completed. The extent of the abatement shall be based upon the portion of the Leased Premises rendered untenantable.

13. Condemnation

13.1 Total Taking. A “Taking” means any taking for any public or quasi-public use by condemnation or other eminent domain proceedings pursuant to any general or special law, or any permanent transfer in settlement of, or under threat of, any condemnation or other eminent domain proceedings. If all of the entire Leased Premises is subject to a Taking, this Lease shall automatically terminate as of the date that title vests in the condemning authority.

13.2 Partial Taking. If there is a Taking of a part of the Leased Premises, this Lease shall automatically terminate as to the portion of the Leased Premises so taken as of the date that title vests in the condemning authority. If either Landlord or Tenant reasonably determines that the Taking renders the balance of the Leased Premises unusable by Tenant for the Permitted Use, then either Landlord or Tenant may terminate this Lease by written notice delivered to the other Party within ten (10) days after the date of the Taking. Any such election to terminate the Lease as to the remaining portion of the Leased Premises shall be effective as of the date specified in the termination notice. In the event of a partial Taking that does not result in a termination of this Lease as to the entire Leased Premises, then from and after the date of such partial Taking, Rent shall be equitably adjusted in relation to the portions of the Leased Premises taken or rendered unusable by such partial Taking.

13.3 Restoration. If this Lease is not terminated as a result of any Taking, Landlord shall restore the Leased Premises to an architecturally whole unit; provided, however, that Landlord shall not be obligated to expend on such restoration more than the amount of condemnation proceeds actually received by Landlord.

13.4 Allocation of Awards. Landlord shall be entitled to the entire award for any Taking, including any award made for the value of the leasehold estate created by this Lease. No award for any partial or total Taking shall be apportioned, and Tenant hereby assigns to Landlord its share, if any, of any award made in any Taking of the Leased Premises or the estate created by this Lease, together with any and all rights of Tenant now or hereafter arising in or to such award or any part thereof. The foregoing shall not be deemed to grant Landlord any rights or interests in or to any separate award made directly to Tenant to the extent as provided under applicable Law, including but not limited to relocation expenses, the taking of Tenant-Owned Property and fixtures belonging to Tenant, or the interruption of or damage to Tenant’s business.

14. Assignment and Subletting.

14.1 Landlord Consent Required. Except as set forth below, neither Tenant nor any sublessee or assignee of Tenant, directly or indirectly, voluntarily or by operation of law, shall enter into an Assignment of this Lease or a Sublease (as hereinafter defined) of the Leased Premises without Landlord’s prior written consent in each instance, which consent will not be unreasonably withheld, delayed or conditioned, and further, any denial shall be given within fourteen (14) days of Landlord’s receipt of Tenant’s written request, or consent will have been deemed given. Tenant shall not mortgage, pledge, or otherwise encumber its interest in this Lease or in the Leased Premises. An “Assignment” means any transfer of all or any part of Tenant’s right as ‘tenant’ under this Lease. A “Sublease” means any subletting of the Leased Premises, or any portion thereof, or permitting the Leased Premises to be occupied by any person other than Tenant. Any Assignment or Sublease that is not in compliance with this Section 14 shall be void. The acceptance of rental payments by Landlord from a proposed assignee, sublessee, or occupant of the Leased Premises shall not constitute consent to such Assignment or Sublease by Landlord. Notwithstanding the foregoing, Tenant shall have the right to sublet to an affiliate of Tenant or a charter or community school, without Landlord’s prior consent, but subject to providing Landlord with at least thirty (30) days prior written notice, which notice shall include a copy of the sublease agreement. Furthermore, Landlord acknowledges that Tenant intends to sublet the Leased Premises to an operator (i.e., charter or community school) which

will be under a different entity (the "**Approved Sublease**"). A Sublease by Tenant to a lawfully licensed charter school is hereby permitted, without the need for further consent or approval by Landlord. Tenant agrees to provide Landlord with at least thirty (30) days prior written notice of such Sublease, which notice shall include a copy of the sublease agreement. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease or sublease the Leased Premises (a "**Permitted Transfer**") (i) to any subsidiary, affiliate, or successor in interest to Tenant; or (ii) to a purchaser of substantially all of Tenant's assets or a controlling portion of the equity of Tenant; or (iv) to any third party business that is contractually managed by Tenant or its subsidiaries and affiliates or is a manager of the sublessee under the Approved Sublease (each, a "**Permitted Transferee**"), upon thirty (30) days' prior notice to Landlord and further subject to the following:

(a) The assignee of Tenant shall (i) expressly assume this Lease and agree to abide by and perform all of the covenants and agreements of the Tenant hereunder, and (ii) shall be financially sound, evidencing a financial position that is equivalent to that of Tenant.

(b) During the term of any sublease (including an Approved Sublease), Tenant shall, at all times, remain responsible for the payment of rents and performance of all terms and conditions of this Lease.

14.2 Effect of Consent. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant or any successor of Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. No Assignment or Sublease shall be valid or effective unless the assignee or sublessee or Tenant shall deliver to Landlord a fully-executed counterpart of the Assignment or Sublease and an instrument that contains a covenant of assumption by the assignee or agreement of the sublessee, reasonably satisfactory in substance and form to Landlord.

14.3 Landlord Costs. Except for the Approved Sublease, Tenant shall pay all Landlord's costs incurred in processing every proposed Assignment or Sublease. Landlord's costs shall include all legal review fees and expenses, and all direct and indirect expenses incurred by Landlord arising from any assignee or sublessee taking the Leased Premises (including the costs of all additional security, janitorial, cleaning, and rubbish removal services).

15. Tenant's Default. Each of the following events shall be an "**Event of Default**" hereunder:

15.1 Monetary Default. Tenant fails to pay when due any installment of Rent, and such failure continues for a period of ten (10) days.

15.2 Nonmonetary Default. Tenant fails to perform or observe any other covenant, condition, or obligation of Tenant, and such failure continues for a period of thirty (30) days after Landlord gives Tenant written notice thereof, provided, however, if Tenant's failure cannot reasonably be cured within such thirty (30) day period, Tenant shall be allowed additional time as is reasonably necessary to cure the failure so long as Tenant commences to cure the failure within the initial thirty (30) day period following Landlord's initial written notice.

15.3 Intentionally Omitted.

15.4 Tenant Debtor Protections. The occurrence of any of the following:

(a) Tenant: (i) makes an assignment for the benefit of creditors; (ii) admits in writing its inability to pay its debts as they become due; or (iii) files a voluntary petition in bankruptcy.

(b) A proceeding or case is commenced against Tenant, without the application or consent of Tenant, in any court of competent jurisdiction, which is not dismissed within thirty (30) days after filing, seeking: (i) the appointment of a receiver to take possession of all or substantially all of the assets of Tenant; (ii) the attachment, execution, or other judicial seizure of all or substantially all of Tenant's assets; or (iii) reorganization, arrangement, composition, readjustment, liquidation, or dissolution of Tenant, or similar relief.

16. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

16.1 Termination. The right to terminate Tenant's right to possession of the Leased Premises and to recover: (a) all Rent which shall have accrued and remains unpaid through the date of termination; plus (b) any other amount necessary to compensate Landlord for damages caused by or resulting from Tenant's failure to perform its obligations under this Lease (including reasonable attorneys' and accountants' fees, costs of alterations of the Leased Premises, administrative charges, interest costs, and brokers' fees incurred upon any reletting of the Leased Premises).

16.2 Continuation of Lease. The right to continue the Lease in effect after Tenant's breach and recover Rent as it becomes due. Acts of maintenance or preservation, efforts to relet the Leased Premises, or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not of themselves constitute a termination of Tenant's right to possession.

16.3 Removal. Subject to Landlord's access rights set forth herein, the right and power to enter the Leased Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law.

16.4 Appointment of Receiver. The right to have a receiver appointed for Tenant, upon application by Landlord, to take possession of the Leased Premises, to apply any rental collected from the Leased Premises and to exercise all other rights and remedies granted to Landlord pursuant to this Section 16.

16.5 Legal and Equitable Remedies. The right to specific performance of any or all of Tenant's obligations under this Lease and to damages for delay in or failure of such performance.

17. Subordination; Attornment; and Estoppel Certificates.

17.1 Subordination. This Lease shall be subject and subordinate at all times to any current or future mortgage, deed of trust, or other security instrument in any amount for which all or any portion of the Leased Premises or Landlord's interest or estate in the Leased Premises is specified as security, including all modifications, renewals, supplements, consolidations, and replacements thereof ("Mortgages"). Tenant agrees to execute, acknowledge and deliver, within ten (10) days, any and all reasonable documents or instruments which Landlord or a mortgagee deem necessary or desirable to confirm such subordination, which documents may also contain such other terms as any mortgagee or prospective mortgagee may reasonably require.

17.2 Attornment. If any Mortgage is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall attorn to and become the tenant of Landlord's successor in interest at the option of such successor in interest. Subject to the terms of the subordination agreement set forth above, any Mortgage is foreclosed, or Landlord's interest under this Lease is conveyed or transferred in lieu of foreclosure, neither the mortgagee, nor any person or entity acquiring title to the Leased Premises as a result of foreclosure or trustee's sale, nor any successor or assign of either of the foregoing, shall be: (a) liable for any default by Landlord; (b) bound by or liable for any payment of Rent which may have been made more than thirty (30) days before the due date of such installment; (c) subject to any defense or offset which Tenant may have to the payment of Rent or other performance under this Lease arising from any default by Landlord; or (d) bound by any amendment or modification to this Lease made without the consent of such mortgagee if the consent of such mortgagee to such amendment or modification is required.

17.3 Estoppel Certificates. Either party, at any time and from time to time, shall execute, and deliver to the requesting party, an estoppel certificate within ten (10) days after written request from such request. The certificate shall be addressed to the requesting party and those parties required to be certified by the requesting party, as the requesting party may direct. It is intended that any such certificate may be relied upon by the such parties.

18. End of Term; Holding Over

18.1 Condition on Surrender. On the Lease Expiration Date, Tenant shall quit and surrender the Leased Premises to Landlord. The Leased Premises shall be surrendered to Landlord vacant, "broom-clean," and in good order, condition, and repair, normal wear and tear excepted. Tenant shall remove all of Tenant's equipment and personal property, all telecommunications equipment and wires and cables installed by or on behalf of Tenant, all Tenant-Owned Property, and all Alterations that Tenant is required to remove in accordance with Section 9.4. Tenant shall repair any damage to the Leased Premises, including any damage caused by such removal. If Tenant fails to repair any damage caused by the removal of any Alterations, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in making any repairs and replacements to the Leased Premises. Any property (including Tenant-Owned Property) not removed by Tenant shall be deemed abandoned and, if Landlord so elects, deemed to be Landlord's property, and may be retained or removed and disposed of by Landlord in such manner as Landlord shall determine. Tenant shall reimburse Landlord for all costs and expenses, including administrative charges, incurred by Landlord in effecting such removal and disposal. The provisions of this Section 18.1 shall survive the expiration or earlier termination of this Lease.

18.2 Holdover. No holding over by Tenant after the expiration or other termination of this Lease shall operate to extend the Term. Any holding over with Landlord's written consent shall be construed as a tenancy at sufferance or from month to month, at Landlord's option; provided, that, Tenant may hold over for three (3) months after expiration of the Term at the same monthly rate and Lease terms so long as Tenant has given Landlord at least one month's prior written notice of same. Thereafter, if Tenant continues to hold over, then: (a) Tenant shall pay to Landlord for each month and for each portion of any month during which Tenant holds over in all or any portion of the Leased Premises one hundred twenty-five percent (125%) of the Rent (including payments of Taxes and all items of Additional Rent) payable during the final full month of the Term; (b) Tenant's occupancy shall otherwise be on the terms and conditions of this Lease so far as applicable (but expressly excluding all extension rights); and (c) Tenant shall indemnify, defend, and hold Landlord harmless from all losses, costs (including reasonable attorneys' fees), and liabilities resulting from such failure, including any claims made by any succeeding tenants founded upon such holdover. The acceptance

by Landlord of any holdover rent shall not preclude Landlord from exercising any other rights under this Lease or at law, including Landlord's rights and remedies provided by law or this Lease.

19. Signs. Tenant, at Tenant's expense, may install prominent signage on the building housing the Leased Premises and monument signage, all subject to Landlord's prior review and approval (which shall not be unreasonably withheld conditioned or delayed), which such approval shall be deemed automatically provided if such signage complies with local municipal codes and any required approvals obtained. Tenant's signs shall have the dimensions and designs as shown on plans presented to and approved by Landlord. Upon expiration of the Term, Tenant, at Tenant's expense, shall promptly remove all of its signs and repair any damage caused by such removal.

20. Parking.

20.1 Leased Premises. The Leased Premises include a parking lot on the west side of the Building. Tenant is responsible for maintenance and snow removal of such parking lot.

20.2 Additional Parking. To the south of the Leased Premises, there is another parking lot which is owned and maintained by an affiliate of the Landlord (the "**South Lot**"), and Tenant may use this South Lot for its employees and invitees as long as the Landlord's affiliate maintains control over the parking lot. At all times, Tenant's use of the South Lot shall be nonexclusive. Tenant is not responsible for maintenance or snow removal of the South Lot.

21. Notices. All notices or other communications required hereunder shall be in writing and shall be deemed duly given: (a) when delivered in person (with a written receipt therefor); or (b) on the next business day after deposit with a recognized overnight delivery service, to Landlord's Address for Notices or to Tenant's Address for Notices, as applicable. Either Party may change its address for the giving of notices by notice given in accordance with this Section 21. A Party's refusal to accept delivery of any notice or communication sent by the other Party shall not render such notice ineffective. Notwithstanding the foregoing, all bills, statements, invoices, consents, requests, or other communications from Landlord to Tenant with respect to Rent may be sent to Tenant by regular United States mail.

Landlord's Address for Notices:

c/o United Property Management Company
300 Broadway Avenue, Suite 202
Lorain, Ohio 44052
Attn: Jon R. Veard

With a copy to:
(such copy shall not constitute notice)

Seeley, Savidge, Ebert & Gourash Co., LPA
26600 Detroit Road, Suite 300
Westlake, Ohio 44145
Attn: Connie S. Carr, Esq.

Tenant's Address for Notices:

Oakmont Education, LLC
481 N Cleveland Massillon Road
Akron, OH 44333
Attn: Rick Rockich

With a copy to:
(such copy shall not constitute notice)

Brennan, Manna & Diamond, LLC
75 E. Market Street
Akron, Ohio 44308

Attn: Jason A. Butterworth, Esq.

22. Miscellaneous Provisions.

22.1 Brokers. The Parties acknowledge that CRESCO, LTD d/b/a Cushman & Wakefield | CRESCO Real Estate (the "**Broker**") represents Tenant and has been recorded as the procuring broker for this Lease. The commission payable to Broker shall be paid by Landlord pursuant to a separate fee agreement. Except for the foregoing, Tenant represents and warrants to Landlord that Tenant has not employed or dealt with any other broker, agent, or finder in connection with this Lease. Tenant shall each indemnify and hold Landlord harmless from and against any claim or claims for any broker's fee or commission asserted by any broker, agent, or finder employed by Tenant other than a claim made by the Broker. The provisions of this Section 22.1 shall survive the expiration or earlier termination of this Lease.

22.2 Landlord Access. Landlord, and applicable Landlord parties, shall have the right to enter the Leased Premises, at all reasonable hours (and at any time in the event of an emergency) to: (a) inspect the Leased Premises; (b) supply any service to the Leased Premises; (c) show the Leased Premises to prospective purchasers and mortgagees; (d) show the Leased Premises to prospective tenants during the final six (6) months of the Term (provided, that Tenant has not renewed the Term as provided herein); (e) intentionally omitted; (f) intentionally omitted; and (g) alter, improve, or repair the Leased Premises, any Building Systems, or any other portion of the Building, in accordance with the terms hereof. Landlord shall be required to provide twenty-four (24) hours prior written notice of entry except in the event of an emergency, in which case no prior notice shall be required. Except to the extent caused by Landlord's gross negligence or willful misconduct, Landlord shall not be liable to Tenant for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises, any right to abatement of Rent, or any other loss occasioned by Landlord's exercise of any of its rights under this Section 22.2. Notwithstanding the foregoing to the contrary, by Law, the school administrator is responsible for the safety of its students and must approve all visitors into the Premises during regular school hours. Accordingly, the Landlord and its employees, contractors and agents must follow the Tenant's rules for visitors and must first go to the school office, sign in and obtain and wear a visitor's badge while in or on Leased Premises before inspecting or repairing the same. Furthermore, to the extent reasonable under the circumstances, repair/maintenance activities shall be scheduled so as to not interference with regularly scheduled school activities.

22.3 Successors and Assigns. The terms, covenants, and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise expressly provided herein, their respective personal representatives and successors and assigns.

22.4 Transfer of Landlord's Interest. The term "Landlord," as used in this Lease, is limited to mean and include only the owner or owners of Landlord's interest in this Lease at the time in question. Upon the sale, assignment, or transfer by Landlord of its interest in the Leased Premises as owner or lessee, including any transfer upon or in lieu of foreclosure or by operation of law, Landlord shall be relieved from all obligations or liabilities under this Lease from and after the effective date of transfer. The transferee shall assume this Lease and all obligations hereunder shall be binding upon the transferee as of the date of such transfer. Any such transferee, by accepting such interest, shall be deemed to have assumed such subsequent obligations and liabilities.

22.5 Limitation on Landlord's Liability. If Landlord becomes obligated to pay Tenant any judgment arising out of any failure by the Landlord to perform or observe any of the terms, covenants, conditions, or provisions to be performed or observed by Landlord under this Lease, Tenant shall be

limited in the satisfaction of such judgment solely to Landlord's interest in the Leased Premises or any proceeds arising from the sale thereof. No other property or assets of Landlord or the individual partners, directors, officers or shareholders of Landlord or its constituent partners shall be subject to levy, execution or other enforcement procedure whatsoever for the satisfaction of any such money judgment.

22.6 Partial Invalidity. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

22.7 Entire Agreement. This Lease (including all Exhibits) is intended as a final expression of the Parties' agreement and may not be contradicted by evidence of any prior written or oral agreement. The Parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Lease.

22.8 No Representations. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Leased Premises or this Lease except as expressly set forth herein.

22.9 Quiet Enjoyment. Upon Tenant paying the Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Leased Premises during the Term as against all persons or entities claiming by, through, or under Landlord, subject, however, to the provisions of this Lease and to the priority of any mortgages or deeds of trust or ground or underlying leases.

22.10 Survival. Upon the expiration or other termination of this Lease, neither Party shall have any further obligation or liability to the other, except as otherwise expressly provided in this Lease and except for such obligations as by their nature can only be performed after such expiration or other termination. Any liability for a payment which shall have accrued or relates to any period before the expiration or other termination of this Lease shall survive the expiration or earlier termination of this Lease.

22.11 Governing Law; Consent to Jurisdiction and Venue. This Lease shall be governed by the laws of the State of Ohio, which shall govern the validity, performance, and enforcement of this Lease. Tenant consents to personal jurisdiction and venue in the state of Ohio and Northern District of Ohio. The courts of the state of Ohio located in or having jurisdiction over Lorain County, Ohio shall have exclusive jurisdiction and Tenant hereby agrees to such jurisdiction.

22.12 Amendments. This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Landlord and Tenant.

22.13 WAIVER OF JURY TRIAL. LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

22.14 Interpretation.

(a) This Lease shall be construed without regard to any presumption or other rule requiring construction against the drafting Party.

(b) The captions, headings, and titles in this Lease are solely for convenience of reference and shall not affect the interpretation of the provisions under such caption, heading, or title.

(c) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

(d) As used in this Lease: (i) "and/or" when applied to one or more matters or things applies to any one or more, or all such matters or things as the circumstances warrant; (ii) "including" means "including, without limitation"; (iii) "person" means any natural person or persons, a partnership, a corporation, and any other form of business or legal association or entity; and (iv) "this Lease," "herein," "hereof," and "hereunder," and words of similar import, refer to this Lease as a whole, and not to any particular section, unless expressly so stated.

(e) All of the terms and provisions of each exhibit or schedule to this Lease are incorporated into and made a part of this Lease to the same extent as if they were included in the body of this Lease.

22.15 SUBMISSION OF LEASE. DELIVERY OF THIS LEASE TO TENANT SHALL NOT CONSTITUTE AN OFFER AND SHALL NOT BIND EITHER PARTY IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD SHALL ARISE UNTIL THIS INSTRUMENT IS DULY SIGNED AND DELIVERED BY LANDLORD.

22.16 No Recording. This Lease may be recorded or filed in any land records or other public records of any jurisdiction. Upon Tenant's written request, a memorandum of this Lease may be prepared by Landlord and recorded by Landlord, all at Tenant's expense.

22.17 Right of First Refusal to Purchase. In the event Landlord receives a written offer from an unrelated third party to purchase the Property, Landlord shall promptly notify Tenant in writing regarding such offer and provide a copy of same (the "**ROFR Notice**"). No later than fourteen (14) days from receipt of the ROFR Notice, Tenant shall notify Landlord in writing of its intention to match the offer or not. Should Tenant determine to match the third party offer and purchase the Property is a part, Tenant shall diligently proceed to closing pursuant to the terms set forth in this Lease as Exhibit B. If Tenant does not timely notify Landlord of its acceptance or elects not to match the offer in the ROFR Notice, then Tenant's Purchase Option shall terminate upon Landlord's transfer of title to the third party buyer; *provided, however*, that Landlord's transfer of title to the Property to a third party shall not affect any remaining terms of this Lease, including the Tenant's rights of continued business operations and Renewal Terms as long as the Tenant is not in default under the Lease and/or timely cures any such default. Tenant's right of first refusal hereunder shall remain in place during the Term and any Renewal Term, regardless of Landlord's transfer of title pursuant to such ROFR Notice.

22.18 Right of First Offer to Purchase. In the event Landlord desires to sell the Property, prior to listing the Property for sale, Landlord shall first offer the Property to Tenant. The Landlord must give written notice to Tenant stating its bona fide intention to offer the Property for sale, and the material terms, including Landlord's asking price, pursuant to which Landlord proposes to sell the Property.

Tenant and Landlord shall thereafter negotiate in good faith to come to an agreement for the purchase of the building. If the Parties come to agreement on all material terms, then the Landlord and Tenant will take all actions as may be reasonably necessary to consummate the sale contemplated by this paragraph including, without limitation, entering into agreements and delivering certificates, instruments, and consents as may be deemed necessary or appropriate, and close pursuant to the terms set forth in this Lease as Exhibit B. If Landlord and Tenant are unable to agree upon materials terms of sale within thirty (30) days, then Landlord may proceed with listing the Property for sale, subject to Tenant's ongoing Right of First Refusal under Section 23.17. Tenant's right of first of first offer hereunder shall remain in place during the Term and any Renewal Term, regardless of Landlord's transfer of title or failure of the parties to consummate such closing.

22.19 Lease ROFR—Adjacent Property. So long as Tenant is not in default under this Lease, if Landlord (or an affiliate of Landlord) receives a bona fide offer from a third party that is acceptable to it to lease space at the property known as 205 W. Fourth Street that is adjacent to the Leased Premises, then Landlord shall provide written notice of same to Tenant along with a copy of the offer containing the acceptable terms. Tenant shall have fourteen (14) thereafter to notify Landlord if it intends to match such offer and lease the adjacent property and the same terms. If Tenant provides Landlord notice of its intent to match such offer, the parties shall amend this Lease to incorporate the terms of such offer and to include the adjacent space as a portion of the Leased Premises. A failure by Tenant to notify Landlord within fourteen (14) days of its decision regarding the adjacent property shall be deemed a declination.

23. Default by Landlord. If Landlord fails to perform any of Landlord's obligations under this Lease with respect to the Premises, and (i) such failure is not cured within thirty (30) days after Tenant's delivery of written notice to Landlord specifying such failure; or (ii) such failure requires more than thirty (30) days to cure and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the failure within such thirty (30) day period and fails to diligently pursue such efforts to complete such cure), then Landlord shall be in default and Tenant's sole remedies (except as specifically set forth in the following sentence) shall be to seek damages resulting from such default. If the default is a Premises Related Default (hereinafter defined), Tenant may, at its option (in addition to all other rights and remedies specifically set forth in this Lease), upon further written notice to Landlord of Tenant's intention to exercise its self-help remedies hereunder, and after providing Landlord with an additional 30-days cure period thereafter, incur any reasonable expenses, not to exceed \$25,000.00 (the "Self-Help Cap"), necessary to perform the obligation of Landlord specified in such notice, provided such obligation is with respect to the Premises only and bill Landlord for the reasonable costs thereof, which cost Landlord shall reimburse to Tenant within thirty (30) days of receipt of all reasonable supporting documentation. For clarity, Tenant shall be entitled to such self-help remedy, so long as Tenant's exercise of such remedy does not require Tenant to incur expenses that exceed the Self-Help Cap; provided, in such event the expenses should exceed the Self-Help Cap, the parties shall first mutually agree that Tenant shall have such right to incur costs in excess of the Self-Help Cap before Tenant may incur such additional expenses. If the parties fail to agree to allow Tenant to exceed the Self-Help Cap, Tenant shall not be entitled to pursue a self-help remedy. If Landlord fails to pay any monetary obligation to Tenant pursuant to the preceding sentence within the time period set forth, Tenant may deliver a second written notice to Landlord demanding payment and, if Landlord fails to pay such amount within ten (10) days after receipt of such second notice and does not dispute the validity of the exercise of Tenant's self-help right within such period, Tenant may, in addition to any other remedy available to Tenant hereunder, set off against any Rent, the amount due to Tenant. The self-help option given in this Section is for the sole protection of Tenant, and its existence shall not release Landlord from its obligation to perform the terms, provisions, covenants and conditions herein provided to be performed by Landlord or deprive Tenant of any legal rights which it may have by reason of any such default by Landlord. As used herein, "Premises Related Default" means any default by Landlord with

respect to its obligations hereunder to maintain, repair and/or replace any portion of the Premises or the sidewalks immediately adjacent thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDLORD:

FOURTH STREET OFFICES, LLC

By: United Property Management Co.,
its agent

By: _____

Jon R. Veard, President

TENANT:

OAKMONT EDUCATION, LLC

By: _____

Rick Rockich

Title: _____

CFO

STATE OF OHIO

)

) SS:

COUNTY OF LORAIN)

The foregoing instrument was acknowledged before me by Jon R. Veard, the President of United Property Management Co, agent of Fourth Street Offices, LLC, Landlord in the foregoing instrument, who acknowledged that the foregoing was his true signature and his free act and deed, and the free act and deed of said Landlord. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9th day of August, 2023.



STACEY LEE SCEALF
Notary Public
State of Ohio
My Comm. Expires
January 10, 2027

NOTARY PUBLIC

STATE OF OHIO

)

) SS:

COUNTY OF Summit)

The foregoing instrument was acknowledged before me by Rick Rockich the CFO of Oakmont Education, LLC, Tenant in the foregoing instrument, who acknowledged that the foregoing was his true signature and his free act and deed, and the free act and deed of said Tenant. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 10 day of

August, 2023.



FLANNERY LAMB
Notary Public
State of Ohio
My Comm. Expires
May 18, 2026

NOTARY PUBLIC

EXHIBIT A

SITE PLAN OF THE LEASED PREMISES

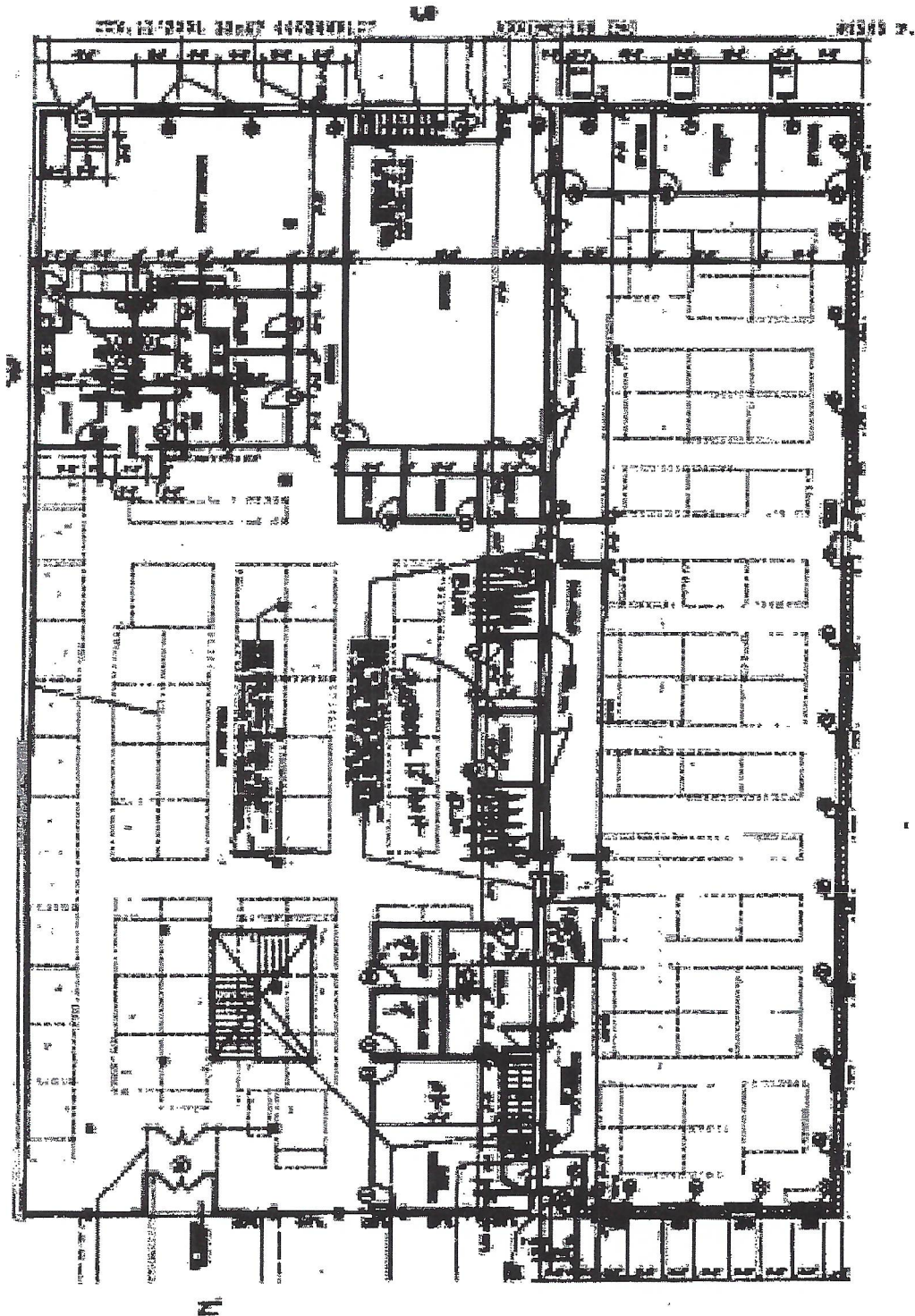


Exhibit B

Purchase Option Closing Provisions

Should Tenant elect to purchase the Property pursuant to Section 22.17 or Section 22.18 of this Lease, Tenant and Landlord shall close the conveyance of such Property pursuant to the following provisions.

Section 1 – Sale of Property AS-IS

TENANT ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT, LANDLORD HEREBY DISCLAIMS ANY REPRESENTATION, STATEMENT, WARRANTY OR PROMISE TO TENANT, EXPRESS OR IMPLIED, OR ARISING BY LAW OR OTHERWISE CONCERNING THE CONVEYANCE OF THE PROPERTY, THE PHYSICAL ASPECTS AND CONDITION OF THE PROPERTY, ANY DIMENSIONS OR SPECIFICATIONS OF THE PROPERTY, THE FEASIBILITY, DESIRABILITY OR CONVERTIBILITY OF THE PROPERTY INTO ANY PARTICULAR USE, OR THE PROJECTED INCOME OR EXPENSES FOR THE BUILDING PROPERTY; AND THAT TENANT IS PURCHASING THE PROPERTY BASED, AMONG OTHER THINGS, ON ITS OWN INSPECTION AND EXAMINATION THEREOF AFTER POSSESSION AND OCCUPANCY OF THE PROPERTY FOR MANY YEARS AND OF ALL IMPROVEMENTS LOCATED THEREON OR USED IN CONNECTION THEREWITH; AND THAT TENANT IS PURCHASING THE PROPERTY ON THE CLOSING DATE IN ITS THEN "AS IS" AND "WHERE IS" PHYSICAL CONDITION AND ITS THEN "AS IS" AND "WHERE IS" STATE OF REPAIR WITH ALL FAULTS AND WITHOUT ANY RECOURSE AGAINST LANDLORD; AND THAT EXCEPT AS EXPRESSLY SET FORTH HEREIN, LANDLORD HEREBY DISCLAIMS, ALL WARRANTIES OF ANY TYPE OR KIND WHATSOEVER WITH RESPECT TO THE BUILDING PROPERTY, INCLUDING, BY WAY OF DESCRIPTION, BUT NOT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TENANTABILITY, HABITABILITY AND USE. IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF LANDLORD OR TENANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 2 – Tenant's and Landlord's Representations and Warranties

(a) As a material inducement to the other to enter into this agreement and consummate the sale of the Property, Tenant and Landlord each represents and warrants to the other as follows:

(i) Each party has full power, authority and legal right to enter into this Lease and to consummate the transaction contemplated hereby. The individual signing this Lease on behalf of each party, as applicable, has full power and authority to bind such party.

(ii) Neither the execution, delivery nor performance of this Lease (or of any instrument or document to be executed or delivered pursuant to the terms hereof) will result in its violation of any contractual obligation to any third party; nor will such execution, delivery or performance conflict with, constitute an event of default under, or result in a breach of or violation of the provisions of any agreement or other instrument to which it is a party or by which any of its properties or assets are bound, or of any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority, or any determination or award of any arbitrator.

(iii) Tenant is not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and is full compliance with the requirements of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (as may be amended, modified or supplemented, the "Patriot Act") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001 (the "Patriot Rules") and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of Treasury. Tenant hereby further covenants and agrees that in the event Tenant receives any written notice that Tenant or any of its affiliates become listed on the Annex (as defined in the Patriot Act) or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Tenant shall immediately give Landlord notice thereof. In the event Landlord becomes aware of the occurrence of any of the foregoing, either by receipt of such notice from a Tenant or otherwise, Landlord shall have the right to terminate this purchase option by providing Tenant with notice of such termination.

(iv) Landlord is not: (A) a "foreign person," as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended; or (B) a "disregarded entity" as such term is defined in Section 1.1445-2(b)(2)(iii) of the Code of Federal Regulations; and Landlord is not a person or entity with whom U.S. persons are restricted from doing business under the regulations of the Office of Foreign Assets Control ("OFAC") of the Department of Treasury (e.g. OFAC's Specially Designated and Blocked Persons list), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 ("Executive Order 13224"), or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 ("USA Patriot Act").

(v) Landlord further represents and warrants that except for Tenant, no person or entity has any actual or claimed (i) right to use or occupy the Building (except for any lessee of portions of the basement), (ii) options or rights to purchase the Property or any part thereof, or (iii) any right of first offer or right of first refusal with respect to the Property or any part thereof, or any right similar to any of the foregoing.

(b) Tenant and Landlord each agrees that the foregoing representations and warranties are true on the execution date of this Lease and shall, as a condition to closing, be true in all material respects on the closing date of the conveyance of the Property. All representations and warranties contained in this Lease shall survive the delivery and recording of the deed and shall not be deemed merged therein. In the event that any representation or warranty contained in this Lease is untrue in any material respect when made, then the damaged party shall be entitled to exercise its rights at law and in equity, in addition to such other rights and remedies as may be available to it under the terms of this Lease.

Section 3 - Instruments of Conveyance

The Landlord shall convey good and marketable, fee simple title to the Property to the Tenant by good and sufficient limited warranty deed (the "**Deed**"), free and clear of all mortgages or other monetary liens, but subject to the following permitted exceptions (the "**Permitted Exceptions**"):

(a) all easements, restrictions, and covenants and other title encumbrances existing of record on the date that the Tenant delivers its notice of exercise of option to Landlord that are

accepted by Tenant (or deemed accepted as provided herein), except for mortgages or any other document securing a loan to Landlord and other monetary liens or other encumbrances not resulting from the actions of Tenant;

- (b) real estate taxes not yet due and payable;
- (c) zoning and building ordinances;
- (d) all matters of record, and all matters that would reasonably be discovered by an inspection or survey of the property, that are not Title Defects (as defined below).

Section 4 – Title Evidence

(a) Upon delivery of Tenant's notice of exercise of this purchase option, Tenant shall name a nationally affiliated title company in Ohio (the "**Title Company**"), which Title Company shall also serve as title company and escrow agent in the conveyance of the Building Property to Tenant. Tenant may elect to obtain from the Title Company, at its sole cost and expense, a commitment for a policy of title insurance (the "**Title Commitment**") prior to the closing date. Within ten (10) days after receipt of any Title Commitment and any survey obtained by Tenant, the Tenant shall serve upon the Landlord a notice specifying those exceptions to title, if any, to which the Tenant objects (the "**Title Defects**"). In the event that the Tenant shall fail to so notify the Landlord, the Tenant shall be deemed to have expressly consented to all exceptions to title shown on the Commitment.

(b) Upon receipt by the Landlord of the Tenant's notice of Title Defects, the Landlord may pursue the removal of the Title Defects, in which case, the closing date shall be extended accordingly for thirty (30) days to allow Landlord to cure such defects. Should the Landlord be unable or unwilling to cure the Title Defects the Landlord shall notify the Tenant of such fact in writing and the Tenant shall have the option to: (i) accept the Property subject to the Title Defects; or (ii) elect to terminate its purchase rights with respect to the Property.

(c) The Tenant shall notify the Landlord of its election of alternative (i) or (ii) above within ten (10) days after receipt of notice from Landlord of Landlord's inability or unwillingness to cure the Title Defects. If Tenant fails to so notify Landlord within the aforesaid time period, Tenant shall be deemed to have elected alternative (i) above.

Section 5 - Escrow Agent

The Title Company shall act as escrow agent (the "**Escrow Agent**"). A copy of this exhibit shall be delivered to the Escrow Agent and shall constitute instructions to the Escrow Agent, subject to the terms and conditions of its regular and usual printed form of acceptance insofar as such terms and conditions are applicable and consistent with this Agreement.

Section 6 – Prorations

No prorations shall be needed, as Tenant is responsible for paying taxes, assessments, and utilities under this Lease. Rent payable by Tenant, however, shall be prorated to the date of closing.

Section 7 - Closing Procedures

On the closing date, at such time as the Escrow Agent has in its possession all funds and documents required from the Landlord and the Tenant, and provided all conditions to closing are either fulfilled or waived, the Escrow Agent shall do the following:

(a) Record the Deed;

(b) Deliver to the Landlord the following: copies of all documents deposited by the Tenant or the Landlord; a copy of the settlement statement and, by wire transfer to Landlord, the funds in its possession to the credit of the Landlord, after charging the Landlord and deducting from such funds: (i) one-half (1/2) of the escrow fee, if any; (ii) the cost of removing any mortgage or other lien encumbering the Property that is not a Permitted Exception; (iii) the full cost of any real estate conveyance fee or transfer tax charged in connection with the transfer of title; (iv) one-half (1/2) of the cost of the owner's title policy in an amount not less than the Purchase Price, without standard exceptions; and (v) any amount due the Tenant by reason of prorations of rent or other charges hereunder.

(c) Deliver to the Tenant the following: the original recorded Deed, copies of all other documents deposited by the Tenant or Landlord, a copy of the settlement statement and the funds in its possession to the credit of the Tenant, if any, after charging the Tenant and deducting from such funds: (i) the cost of recording any mortgage granted by Purchaser; (ii) the cost of the lender's policy of title insurance; (iii) one-half (1/2) of the cost of the owner's title policy in an amount not less than the Purchase Price, without standard exceptions, and the cost of any special endorsements to the Owner's Title Policy required by Purchaser or Purchaser's lender; (iv) one-half (1/2) of the escrow fee payable to the Escrow Agent; and (v) any amount due the Landlord by reason of prorations hereunder.

Section 8 - Real Estate Broker

Except for CRESCO, LTD d/b/a Cushman & Wakefield | CRESCO Real Estate (the "Broker") that represents Tenant, each party hereto represents to the other that such party has not dealt with any real estate broker or finder in connection with the purchase transaction contemplated by this Lease. The commission payable to Broker shall be paid by Landlord pursuant to a separate fee agreement. In the event that the acts of any party shall result in any broker's or finder's commission, or fee being found due and payable to any party (except for the fee payable to Broker), such causing party agrees to hold the other parties harmless from the payment of any such commission or fee and all costs, expenses and fees (including reasonable attorney fees) in respect thereto. Notwithstanding anything herein contained to the contrary, this Section 8 shall survive closing and shall not be merged into the Deed.

Section 9 - Events of Default

In the event Tenant has satisfied all of its obligations under this Exhibit B, and Landlord defaults in its obligation to convey the Building Property to Tenant as provided herein, Tenant's remedy shall be solely limited to bringing an action for specific performance of Landlord's obligation to convey the Building Property as provided herein and payment of Tenant's reasonable attorneys' fees incurred in the specific performance lawsuit.

In the event Landlord has satisfied all of its obligations under this Exhibit B, and Tenant defaults in performance of any obligation of Tenant set forth in this Exhibit B, Landlord may, after providing Tenant written notice and an opportunity to cure such default within ten (10) business days, declare the purchase rights null and void.

Section 10 - Tax Reporting

The parties hereby designate the Escrow Agent to serve as "Real Estate Broker", as defined in Section 6045 of the Internal Revenue Code as amended, for the purpose of making such reports and filing such returns as shall be required thereunder from time to time.

4865-3622-0267, v. 3

LEASE ADDENDUM TO CONTRACT:

Detailed description of Facilities to be used:

Annual Costs paid by or on behalf of the school:

Name of Lender/Landlord: Fourth Street Offices LLC

Relationship to Operator: None

School Name:	Steel City High School	Date:	Feb. 7, 2024
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6.3a Mission, Vision, Philosophy

The mission should answer the question *why do we exist?* The vision should answer the question *what do we hope to become?* Likewise, a school's philosophy should answer the question *what do we value and believe about educating students?*

Mission	6.3a	1) MISSION (Why do we exist?): State the school's clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.
<p>Steel City High School is a student-centered organization delivering excellence in education. The team is committed to our students, our communities, and each other. We believe that our cohesion and morale help us to achieve excellence in the school. Our commitment to the students and our dedication to impacting their education through innovative methods make us unique. At Steel City High School, we believe the following:</p> <ul style="list-style-type: none"> • Every student deserves an environment that enables them to achieve to their potential. • We respect our work and each other. • We use data to inform our decision and measure our success. <p>This mission will be fulfilled by providing the school's students with an individualized and self-paced program set in a flexible scheduling environment that is responsive to its students' needs, and by providing an education experience that leads to a high school diploma instead of a GED and post-secondary success. Steel City High School (SCHS) will provide a comprehensive, positive educational experience that will impart to each student the knowledge, desire, and confidence needed to succeed in reaching his/her goals. The school will strive to motivate, teach, and guide each student through his/her educational growth and development. This will be accomplished by emphasizing the development of both cognitive and social skills. SCHS offers a safe, secure, clean environment and researched field-tested educational programs which have proven very successful in educating at-risk students. The program provides the opportunity for parent involvement and community engagement.</p>		
Vision	6.3a	2) VISION (What we hope to become?): State the school's clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.
Steel City High School is a proud member of Oakmont Education, a network of schools committed to reengaging youth and empowering them to make		

real, lasting changes in their lives.

Oakmont Education’s vision is bold, our purpose is clear: to be the best educational organization exclusively dedicated to opportunity youth and their pursuit of a quality life after high school.

We're not just a school; we're a lifeline for those who've faced adversity, a sanctuary for those ready to seize their potential. A place where we see the full potential in everyone.

At Oakmont, we understand that education isn't just about books and classrooms. It's about nurturing the spirit of ambition, fostering resilience, and cultivating a profound sense of purpose. Our commitment is unwavering, and our methods are innovative.

We've set our sights on a singular goal: preparing our students for a life of quality and fulfillment beyond high school. Our curriculum isn't limited to traditional academics; it extends to workforce development, career and technical education, and nationally recognized industry credentials. We provide the tools and knowledge needed to navigate the complexities of the modern world.

Oakmont is more than an academic institution; it's a place of opportunities. We believe in our students.

Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?) State the school’s clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.
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At our school, we believe:

- *Everyone* deserves a second chance at receiving a first-class education and being successful in life
- *Everyone* deserves a chance to become all they can be
- *Everyone* learns at different rates and students should have educational choices that provide for their individual needs
- A flexible schedule is critical to young adults who need to earn a diploma even if work or life is getting in the way of school
- A high school diploma opens up possibilities for our students and benefits our entire community
- No one educational approach is right for everyone

Communities are only as strong as their families. Steel City High School will build strong families by providing access to a high-quality education for students. By offering exceptional academics within a flexible scheduling environment. Steel City High School will change the lives of underrepresented, opportunity youth and their larger communities. It is the vision that SCHS students will graduate, attend college or enter the workforce and access

opportunity, creating a positive future for themselves and their families. It is the hope of SCHS that these graduates will return to their local communities and positively affect change.

6.3b Curriculum

The primary function of a school is to provide for the education of students. The curriculum describes all planned learning of students and should describe the learning experiences through which a student will progress. Responses should address the following questions: *What are the learning goals for students at your school and what research support the curriculum choice and its effectiveness for the student population served?* Each of the items below should be addressed with strong evidence and detail.

Curriculum – Learning Standards	6.3b	<p>1) Provide specific standards with detailed descriptions for all core and non-core content (physical education, music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each student to acquire learning across all four learning domains: foundational knowledge and skills, well-rounded content, leadership & reasoning, and social-emotional learning.</p> <p>If the school will use Ohio’s Learning Standards in all core and non-core content areas, please check the box. X <input type="checkbox"/></p>
Steel City High School will use Ohio’s Learning Standards in all core and non-core content areas.		
Curriculum - Model	6.3b	<p>2) Does the school plan to use the Ohio Model Curriculum?</p> <p><input checked="" type="checkbox"/> Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.</p> <p><input type="checkbox"/> No, the school will utilize the curriculum model described below.</p> <p>If “no” is marked, provide evidence of the school’s written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.</p>

Steel City High School will use the Ohio Model Curriculum for all core and non-core content areas. A link to the model can be found at <https://education.ohio.gov/Topics/Learning-in-Ohio/Standard-Revision-Overview>

Model Curriculum is available for the following subjects:

- [English 9-10](#)
- [English 11-12](#)
- [Math Model Curriculum.](#)
- [Science Model Curriculum.](#)
- [Social Studies Model Curriculum](#)
- [Social Emotional Learning Standards](#)

Curriculum - Pacing Guides	6.3b	3) Provide a detailed description of the development process for pacing guides used in your school that includes the deconstruction of standards.
<p>Development Process for Pacing Guides Our process for curriculum enhancement and alignment to the state standards begins with the deconstruction of state standards. All Oakmont teachers are trained in the process of deconstructing state standards and have access to standard deconstruction resources. Oakmont defines standard deconstruction as a systematic process used to identify embedded learning targets in standards and objectives. From this process, learning targets are developed. Learning targets are what students should know, understand, and be able to do to master the standard. Deconstructing standards allows teachers to identify specific learning targets within a standard and to determine the depth of knowledge required for the standard. Oakmont ensures that all new teaching staff go through training to understand the Ohio Learning Standards and how to make sense of those standards for both the teacher and for students. Teachers will be able to identify the skills required for each standard by starting with the verbs found in each standard and the content required for mastery within each standard. Teachers then break each standard into learning targets. Standards are deconstructed during collaboration meetings across the network of schools. Our content area collaboration teams are organized by our Director of Curriculum and Instruction, academic coaches, and department heads. All subject area teachers within the Oakmont team participate in quarterly meetings that include standard deconstruction. All Oakmont teachers also participate in quarterly content area collaboration team meetings and bimonthly meetings among the subject area department heads. Steel City High Schoolutilizes the Achieve the Core Materials Alignment Toolkit as well as the Ohio Curriculum Alignment Toolkit to assure curriculum is aligned to OLS</p>		

While all students attending Oakmont schools have access to APEX as the key computer assisted resources used within Oakmont schools, teachers are expected to have a clear understanding of what mastery of their subject looks like in order to ensure all students are able to master core and non-core content. While APEX individualizes the pacing for each course based on each student’s specific needs, teachers provide small group tutoring instruction to ensure students have mastered standards prior to their end of course exam. Since Oakmont Schools utilize APEX as the core curriculum resource, pacing guides are not used within the network of schools because pacing is based on the individual student.

Curriculum – Lesson Template	6.3b	4) Explain what specific components are to be included in model lesson plan templates and rationale.
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While all Oakmont schools utilize APEX as the key instructional resource to deliver computer assisted instruction. Small group and individualized tutoring is available to all students to ensure mastery of standards.

Each unit and lesson plan will include a unit or lesson summary, estimated duration, pre-requisite/level, a description of pre-assessments and scoring guidelines, a description of post-assessments and scoring guidelines, a description of instructional procedures, a description differential instructional supports, extension and interdisciplinary connections, homework options and home connections, a list of any necessary materials and resources.

Lesson plan templates for small group and individualized tutoring include the following:

Subject	Grade Level	Standard	Learning Target & Essential Understanding
Pre-Assessment	Post-Assessment	Materials/Resources	Challenges for Learning
Differentiation	I do	We Do	You Do

Curriculum - Alignment with Ohio Learning Standards	6.3b	5) Provide evidence of alignment of the school's curriculum model to the Ohio Learning Standards, the Ohio Strategic Plan for Education: 2019-2024, and the mission, vision, and philosophy of the school.
<p>Steel City High School will use Ohio's Model Curriculum for subjects when possible. Model Curriculum is provided for the following subjects and can be found at the links included below:</p> <p>English Language Arts Model Curriculum Grades 9-10: https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/Model-Curriculum-for-English-Language-Arts/Grade-9-10-Revised-ELAMC-2020.pdf.aspx?lang=en-US</p> <p>English Language Arts Model Curriculum Grades 11-12: https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/English-Language-Art/Model-Curriculum-for-English-Language-Arts/Grade-11-12-Revised-ELAMC-2020.pdf.aspx?lang=en-US</p> <p>Algebra 1: https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Model-Curricula-in-Mathematics/HS_Course_Alg-1_Math_Model-Curriculum.pdf.aspx?lang=en-US</p> <p>Algebra 2: https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Model-Curricula-in-Mathematics/HS_Course_Alg-2_Math_3_Model-Curriculum.pdf.aspx?lang=en-US</p> <p>Math 1: https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Model-Curricula-in-Mathematics/HS_Course_Math-1_Math_Model-Curriculum.pdf.aspx?lang=en-US</p> <p>Math 2: https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Model-Curricula-in-Mathematics/HS_Course_Math-2_Math_Model-Curriculum.pdf.aspx?lang=en-US</p> <p>Algebra 2/Math 3: https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Model-Curricula-in-Mathematics/HS_Course_Alg-2_Math_3_Model-Curriculum.pdf.aspx?lang=en-US</p> <p>Geometry: https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Model-Curricula-in-Mathematics/HS_CC_Geom-Math_Model-Curriculum.pdf.aspx?lang=en-US</p> <p>Statistics & Probability: https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Mathematics/Model-Curricula-in-Mathematics/HS_CC_Stats-and-Prob-Math_Model-Curriculum-11-19-18.pdf.aspx?lang=en-US</p>		

High School American History: <https://education.ohio.gov/Topics/Learning-in-Ohio/Social-Studies/Model-Curriculum-for-Social-Studies>

High School American Government: <https://education.ohio.gov/Topics/Learning-in-Ohio/Social-Studies/Model-Curriculum-for-Social-Studies>

High School Economics & Financial Literacy: <https://education.ohio.gov/Topics/Learning-in-Ohio/Social-Studies/Model-Curriculum-for-Social-Studies>

High School Modern World History: <https://education.ohio.gov/Topics/Learning-in-Ohio/Social-Studies/Model-Curriculum-for-Social-Studies>

High School World Geography: <https://education.ohio.gov/Topics/Learning-in-Ohio/Social-Studies/Model-Curriculum-for-Social-Studies>

High School Contemporary World Issues: <https://education.ohio.gov/Topics/Learning-in-Ohio/Social-Studies/Model-Curriculum-for-Social-Studies>

Fine Arts: <https://education.ohio.gov/Topics/Learning-in-Ohio/Fine-Arts/Fine-Arts-Model-Curriculum>

Social Emotional Learning: <https://education.ohio.gov/getattachment/Topics/Learning-in-Ohio/Social-and-Emotional-Learning/K-12-SEL-Standards-Full-Final.pdf.aspx?lang=en-US>

The school will utilize the Why Try Curriculum. <https://whytry.org/> WhyTry is an evidence-based social and emotional learning (SEL) program. It uses the CASEL definition of social and emotional learning:

"...the process through which children and adults acquire and effectively apply the knowledge, attitudes and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships and make responsible decisions."

-The Collaborative for Academic, Social and Emotional Learning (CASEL)

Researchers have independently verified that WhyTry effectively accomplishes all the objectives of social and emotional learning as outlined by CASEL.

Students who participate in a full-fidelity implementation of the WhyTry Program demonstrate improved:

- Locus of control
- Ability to set and achieve goals
- Relationships with teachers and fellow students

- Classroom engagement
- Attendance records
- Academic performance
- Behavioral and Emotional Screening System (BASC) scores

The school's mission will be served by providing the students with an individualized and self-paced program called Apex Learning digital curriculum with a flexible schedule set in an environment that is responsive to its student's needs. The curriculum will engage students who are at-risk of dropping out or need dropout recovery programming by closing learning gaps, providing credits, and increasing achievement. The goal is for all students to earn a high school diploma and post-secondary success; thus, accomplishing the school mission statement. All courses utilize Ohio Learning Standards. Staff will review each course, examine the standard, and identify the student's learning progression within the standard in order to determine learning gaps and plans for individualized instruction using the APEX curriculum and other interventions. Provide evidence of the curriculum's alignment to Ohio Learning Standards. Apex Learning is the resource utilized to implement the Ohio Model Curriculum and the Ohio Learning Standards (OLS), including rigorous instruction, active learning experiences, and meaningful assessment. All core and non-core courses are aligned to Ohio Learning Standards. The link to the website

indicating alignments to standards is as follows: <https://www.apexlearning.com/digital-curriculum/courses/catalog> Tutorials provide standards-based instruction, identify learning gaps, and provide the remedial instruction necessary to prepare each student to master grade level content. The website link indicating tutorial alignment to Ohio state standards is as follows: <https://www.apexlearning.com/digital-curriculum/tutorials/catalog>

Additionally, if they meet the school's mission, vision, and philosophy, all students will have access to Career-Tech education and will have the ability to earn industry credentials.

Steel City High School will offer CTE instruction in the 5 distinct career fields of Construction, Healthcare, Nail Technician, Manufacturing and Business.

Steel City High School will utilize Ohio's Career Technical Content Standards. The affiliated links are below: <http://education.ohio.gov/Topics/Career-Tech/Information-Technology-Career-Field> <http://education.ohio.gov/Topics/Career-Tech/Construction-Technologies-Career-Field> <http://education.ohio.gov/Topics/Career-Tech/Health-Science-Career-Field> <http://education.ohio.gov/Topics/Career-Tech/Manufacturing-Technologies-Career-Field> <http://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements/Industry-Recognized-Credentials-and-WorkKeys/Industry-Recognized-Credentials/Education-and-Training>

Curriculum - Literacy Skills	6.3b	<p>6) Describe how the school will develop literacy skills across all ages, grades and subjects, as well as building the capacity for effective literacy instruction (i.e. search ODE Ohio's Plan to Raise Literacy Achievement Birth-12, January 2018). and Ohio's Dyslexia Guidebook) Describe how the school will monitor the implementation of literacy practices for fidelity and impact. Include instruction in foundational word recognition, language comprehension, and writing skills, as well as intervention methods for off-track students.</p>
<p>All Oakmont Schools implement multi-tiered systems for support to assist students with developing literacy skills. All Oakmont schools are implementing the following evidence-based strategies for effectively teaching literacy, as well as providing resources and PD to teachers in the Science of Reading.</p> <p>1. Provide explicit vocabulary instruction</p> <ul style="list-style-type: none"> • Frayer Model vocabulary organizers https://iris.peabody.vanderbilt.edu/module/sec-rdng/cresource/q2/p07/#content • Greek and Latin Root Words https://www.oakton.edu/user/3/gherrera/Greek%20and%20Latin%20Roots%20in%20English/greek and latin roots.pdf • Instruction in Prefixes, Root Words, and Suffixes • All Ohio Literacy Explicit Vocabulary Resources (Pages 67-79 in this document) https://allohioliteracy.org/wp-content/uploads/2022/01/Explicit-Vocabulary-Instruction-Directly-Teaching-Specific-Words.pdf <p>2. Provide direct and Explicit comprehension strategy instruction</p> <ul style="list-style-type: none"> • Activate prior background knowledge • Have students generate questions • Make inferences • Make predictions 		

- Summarize
- Visualize the text
- Monitor for Comprehension

Reading and Writing Skills classes are offered through the Apex curriculum resource and provide instruction in the specific strategies mentioned above.

Other example activities are found [here](#)

3. Provide opportunities for extended discussion of text meaning and interpretations (Moderate Evidence WWC)

Students can participate in book studies in groups or as a 1-1 project. Students have “Discussions” built into classes as ways to engage in meaningful conversation and extension of learning connections to the students’ lives.

4. Explicitly teach appropriate writing strategies using a Model-Practice-Reflect Instructional cycle. (Strong evidence)

We use Ohio’s Writing Rubric to help prepare our students to do well on state assessments. [Writing Rubric](#)

In the Apex curriculum resource, students are provided the opportunity to engage multiple times with their writing through layered assignments. For example, a student is assigned to complete a “Write” in 1.3.8 Assignment in English 9 where they complete a Writing Guide that helps them plan and draft a response, they get feedback from their teacher, and then they complete a “Practice” in 1.3.9 Assignment where they can revise their writing and submit a final copy. Teachers grade student work and provide feedback to students. Students are also given the opportunity to further revise their writing if they would like to incorporate teacher feedback or improve their grade and practice additional skills.

5. Integrate writing and reading to emphasize key writing features.

Additionally, all Oakmont Schools offer a differentiated, individualized curriculum resource through the use of APEX and all staff members have been trained on the use and implementation of multi-tiered systems of support across subjects but especially in the area of English Language Arts as a resource to support all students.

We also provide students opportunities to publish their writing and art in our publication “Exclamation!,” which collects student submissions from all of our schools and is published 1-2 times per school year.

6. Provide resources and professional development to teachers in the Science of Reading and how literacy skills are developed and strengthened across grades and subject areas.

Teachers are provided articles, professional development, and coaching in the area of the Science of Reading. One tool utilized to support this objective is Scarborough's Reading Rope, found [here](#)



Oakmont also focuses on disciplinary literacy within the content areas to provide well-rounded support for literacy instruction. The Reading Rope aligned to each subject can be found [here](#)

The Many Strands of Skilled Reading Across Domains

The diagram illustrates the components of skilled reading across four domains: Literature, History, Math, and Science. Each domain is represented by a colored strand (orange for Literature, brown for History, purple for Math, and green for Science) that weaves through various reading skills. The skills are categorized into Language Comprehension and Word Recognition, both of which lead to Skilled Reading. The strands are labeled 'increasingly strategic' as they progress towards the final Skilled Reading outcome.

Language Comprehension includes:

- Background Knowledge (prior knowledge, the subject)
- Vocabulary (general and domain-specific)
- Language Structures (syntax, semantics, morphology)
- Verbal Reasoning (integrating verbal and nonverbal knowledge)
- Literary Knowledge (historical, genre knowledge)

Word Recognition includes:

- Phonological Awareness (phonemes, phonemes, etc.)
- Decoding (phonics principles, etc.)
- Sight Recognition (of familiar words)

Skilled Reading is defined as: Fluent execution and coordination of word recognition and text comprehension.

READINGWAYS

- IXL—As part of our goal to improve our students’ literacy, in alignment with Ohio’s plan to raise literacy achievement, we have implemented additional resources for our students. One resource we use is IXL for Reading and Math remediation and enrichment. IXL includes diagnostic assessment, recommended skills to practice, videos, lessons, games, SEL aligned positive-reinforcement of students’ success, and multiple opportunities for students to “step into the arena” and check their progress on skills, as well as awards for achieving “mastery” or “proficient.” The ESSA research report on IXL can be found [here](#)

Oakmont will monitor IXL data through their Benchmark assessments as well as their real-time diagnostic and skills practice data. Oakmont is tracking student engagement with the program and Instructional Coaches are providing support to teachers and administrators. We will conduct reviews throughout the school year of program effectiveness, as well as a comprehensive yearly evaluation.

- Oakmont monitors effectiveness of all interventions, including literacy, through our MTSS committees at the school level. We have implemented Branching Minds as a platform to organize our data and track what interventions are taking place with which students and how effective they are. Key components of the program:
 - IDENTIFY STRUGGLING STUDENTS: Use universal screeners or benchmarking exams to find students who are in need of extra learning support. This program is currently being integrated with Clever, our SSO platform and will continue to be evaluated as it becomes more connected to all of our systems and processes.

- FIND LEARNING SUPPORTS: Meet each student's challenges head-on with evidence-based interventions matched to their needs.
 - PLAN & MONITOR PROGRESS: Create collaborative intervention plans, track progress, and communicate easily across staff and families.
 - GAIN VISIBILITY ACROSS SCHOOLS: Understand and assess students' progress across schools so you can make informed decisions, support staff, and enhance student outcomes.
-
- Mindplay– Students with IEPs are provided access to this program, which delves deep into decoding and early literacy strategies for those of our students who are far behind in literacy and reading skills.
-
- Oakmont will provide the required training for all 4-12 Intervention Specialists in accordance with Ohio Law pertaining to Dyslexia Support. Links to free professional development offered by the Department of Education and Workforce are already provided to teachers. When the free course for teachers in grades 4-12 becomes available, we will ensure that all of our teachers meet the state requirements for training. This is the current language from DEW about the required Dyslexia training: “The Ohio Department of Education will be developing an additional free course to meet the professional development requirements for intervention specialists and teachers providing instruction to students in grades 4-12. Intervention specialists serving these grade bands must complete the PD by the beginning of the 2025-26 school year. More information about this course, including its release date, is forthcoming.”
- <https://education.ohio.gov/Topics/Learning-in-Ohio/Literacy/Dyslexia/Professional-Development#ODE%20course>

Curriculum – Future Success	6.3b	7) Describe how the school will identify and support student's future success (i.e. focus on career, project-based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and expanding pathways to graduation).
All Oakmont schools offer some pathways toward Industry Recognized Credentials as a part of the school’s mission to support and serve opportunity youth. All Oakmont schools provide career planning support to students through the use of resources from the Ohio Department of Education and Ohio Means Jobs.		

Career Technical Education (CTE) In addition to the above core content areas, Steel City High School will offer CTE instruction and curriculum resources in the 5 distinct career fields of Business, Construction, Healthcare, Manufacturing, and Nail Technician. All CTE curriculum is in alignment with the Ohio Career Technical Education Learning Standards. Microsoft Office Specialist -Microsoft Office Suite Construction -U.S. Department of Labor – OSHA 10 curriculum -NCCER – CORE and Carpentry 1 Healthcare Technologies

- Certified Nursing Assistant / State Tested Nursing Assistant curriculum National Healthcare Association -Phlebotomy Technician, EKG Technician, Certified Patient Care Technician, Administrative Medical Assistant and --Clinical Medical Assistant curricula -Child Development Associate – Council of Professional Recognition -Manufacturing - Manufacturing Skills Safety Council Information Technology The school, which is planning to provide an Information Technology pathway has already been established as a Certiport Authorized Testing Centers. Certiport was established in 1997 and is now the leading provider of certification exam development, delivery, and program management services. Certiport works with industry-leading certification providers – such as Microsoft - to bring their programs successfully to market. This distinction allows the school to not only teach the Microsoft Office Suites of: Word, Power Point, Excel and Outlook but to administer the required assessments as well as award the certification. Our instructors have already achieved the Microsoft Office Specialist certification before going through the ODE process for teacher certification.

Microsoft Office Specialist (MOS) Certification: Microsoft Office Specialist (MOS) provides industry-leading assessments of skills and knowledge through project-based testing, giving students real-world exercises to appraise their understanding of Microsoft Office. This guarantees that every certified user has demonstrated the ability to command the full features and functionality of Microsoft Office, preparing them for future academic or workforce opportunities. MOS certification gives students, preparing to enter the workforce, the power to chart their own course, fulfill their ambition, and realize their potential. These certifications validate the IT skills students need to build a brighter future and prepare themselves for a successful career. The school offers Certiport's full pathway solution that prepares students for the MOS certification with 3 specific strategies 1) A tailored learning program called LearnKey: LearnKey is a video courseware program that enhances the learning experience and increases certification exam success. It provides self-paced on-demand video learning material for Certiport's Microsoft Office Specialist program. These expert learning solutions are easy to use and interactive and help prepare students for certification success and include Interactive labs and prescriptive study guides. 2) Performance based assessments and test preparation tools called GMetrix: This program directly targets the anxiety students face when it is time to assess their knowledge during certification exams. These practice tests include reporting and insight features, ensuring students are adequately prepared to their certification exam. GMetrix practice exams replicate a "live application" testing environment and build familiarity with the testing environment this Increasing confidence towards certification exams. GMetrix practice tests are customizable and allow the teacher to offer two different modes A) Testing mode

where students experience what the certification exams will be like including timed testing B) Training mode where students work at their own pace as they receive feedback and step-by-step instructions for each question. 3) Authorized Microsoft Office Certifications Exams: As an authorized Testing Center, the school is approved to proctor the student's official exam without the need to take students to a different environment thus mitigating logistical and environmental test barriers.

Construction: The school will offer a Construction pathway for CORE and Level 1: Carpentry with curriculum and credentials by the National Center for Construction Education and Research (NCCER). NCCER is a not-for-profit 501(c)(3) education foundation created in 1996. It was developed with the support of more than 125 construction CEOs and various associations and academic leaders who united to revolutionize training for the construction industry. Sharing the common goal of developing a safe and productive workforce, these companies created a standardized training and credentialing program for the industry. The school provides a construction pathway and is an accredited training and assessment location. Our instructors are recruited after years of experience practicing their craft. They also receive NCCER instructor training and achieve NCCER certification before going through the ODE process for certification. NCCER develops standardized construction and maintenance curriculum and assessments with portable credentials. These credentials are tracked through NCCER's National Registry System that allows organizations and companies to track the qualifications of their craft professionals and/or check the qualifications of possible new hires. This registry also assists craft professionals by maintaining their records in a secure database.

OSHA 10 Certification This OSHA10 training course provides information regarding workers' rights, employer responsibilities and how to file a complaint. It was also designed to help workers stay up to date with their OSHA safety requirements. The 10-hour training program is primarily intended for entry level workers. It is intended to cover recognition, avoidance, abatement and prevention of safety and health hazards in workplaces, not OSHA standards. Attainment of the OSHA – 10 certification provides 1 point toward Alternative Graduation Pathway.

Healthcare: The school will provide a pathway to certification in the Healthcare field.

Phase 1: Medical Terminology / CPR & First Aid Our Healthcare pathway utilizes the Dean Vaughn Medical Terminology program which works in conjunction with the natural learning process of the brain by converting abstract medical elements into images of real and familiar objects – and then

associating those images with the subject in such a way that it is incredibly easy to learn and remember. The curriculum teaches students to apply the meanings of 350 prefixes, roots, or suffixes that combine to form over 11,000 complex medical terms. During this time, students also become certified in CPR & First-Aid. 1 Point is available toward the Alternative Graduation Pathway. Phase 2: State Tested Nursing Assistant (STNA) Course Students are enrolled in an approved Ohio Department of Health (ODH) program. The 75 hour course includes 56 hours of classroom instruction along with 16 hours of clinical practice and prepares students to work in a variety of healthcare settings including hospitals, assisted living facilities and long-term care facilities. Upon successful completion of the training course, students will obtain State of Ohio Nurse Aide Certificate (CNA) and be qualified to take the State Nurse Aide (STNA) examination. The course covers body mechanics, nutrition, anatomy and physiology, human disease processes, infection control, communication skills, and resident rights. Students learn to provide quality personal care skills such as how to help patients bathe, eat, and groom themselves. Clinical experiences allow students to demonstrate personal care skills in care settings under supervision of qualified instructors. 12 points are available toward the Alternative Graduation Pathway. Phase 3: Certified Clinical Medical Assistant (CCMA) Program

Phase 2: State Tested Nursing Assistant (STNA) Course Students are enrolled in an approved Ohio Department of Health (ODH) program. The 75 hour course includes 56 hours of classroom instruction along with 16 hours of clinical practice and prepares students to work in work in a variety of healthcare settings including hospitals, assisted living facilities and long-term care facilities. Upon successful completion of the training course, students will obtain State of Ohio Nurse Aide Certificate (CNA) and be qualified to take the State Nurse Aide (STNA) examination. The course covers body mechanics, nutrition, anatomy and physiology, human disease processes, infection control, communication skills, and resident rights. Students learn to provide quality personal care skills such as how to help patients bathe, eat, and groom themselves. Clinical experiences allow students to demonstrate personal care skills in care settings under supervision of qualified instructors. 12 points are available toward the Alternative Graduation Pathway.

Phase 3: Certified Clinical Medical Assistant (CCMA) Program After successful completion of the STNA Course, students are then guided through a series of certification programs offered through The National Healthcare Association (NHA), which braid industry recognized credentials so that students have multiple career options to enter the healthcare sector. Cambridge Education Group is proud to have schools – where this training will be done - approved by The National Healthcare Association as Certified Training and Testing Sites. In addition, the instructors teaching this course either are – or will be - approved by NHA to train and certify students before going through the ODE process for certification. The 5 NHA certification areas include: Phlebotomy Technician, EKG Technician, Certified Patient Care Technician, Administrative Medical Assistant and Certified Clinical Medical Assistant. Medical Assistants are able to do both clinical and administrative tasks. Their clinical responsibilities may include preparation for procedures and assisting in minor surgeries

as well as gathering patient health history, performing injections, drawing blood, and more. On the administrative side, they may be responsible to answer phones, file patient charts, and various other things. 12 points are available toward the Alternative Graduation Pathway.

Manufacturing: Our Manufacturing Pathway utilizes The Manufacturing Skill Standards Council (MSSC) for our curriculum. MSSC is an industry-led, training, assessment and certification system focused on the core skills and knowledge needed by the nation’s front-line production and material handling workers. The nationwide MSSC System, based upon industry-defined and federally-endorsed standards, offers both entry-level and incumbent workers the opportunity to demonstrate that they have acquired the skills increasingly needed in the technology-intensive jobs of the 21st century. MSSC is accredited by the International Accreditation Service (IAS) thus providing students the opportunity to industry-recognized national certification. Our school that is planning to provide a manufacturing pathway has already been established as a certified assessment center. This distinction allows Cambridge schools the opportunity to not only teach manufacturing but administer the required assessments as well as award the certification. Our instructors have – or will – successfully complete a 3-day instructor course required by MSSC as well as have a history of work experience in the manufacturing sector before going through the ODE process for certification.

6.3c Instructional Delivery Methods and Resources/Materials

Instructional methods and resources are the ways and tools used to deliver the curriculum. *What strategies or techniques will be used to engage students in learning? What instructional resources and materials will the teachers and students be using, including technology?* With strong evidence and great detail, each of the following items should be addressed.

Instructional Delivery Methods	6.3c	1) Explain in detail the <u>primary</u> , evidence-based instructional delivery methods, strategies, and/or techniques (i.e. high yield instructional practices, project-based learning, computer-based, etc.) that will be used to provide daily instruction in your school to support success for all students.
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The primary, instructional delivery method is Computer Assisted Instruction. While there is limited evidence for the approach as a Tier 1 or Tier 2 strategy, there is evidence to support computer aided instruction as a promising practice.

Research base: The website of John Hopkins Best Evidence Encyclopedia (BEE) was visited to review examples of third party research. The website focuses on specific education programs. However, there was ample evidence throughout the stated research findings indicating programs that offered education assisted technology such as the program to occur at Steel City High School, does show a positive effect on learning. The website states, “Findings of this

review indicate that educational technology applications produced a positive but modest effect on the reading skills of struggling readers.” Additionally, for struggling readers, “classroom instructional process approaches, especially cooperative learning and structured phonetic models, have strong effects for low achievers (as well as other students).” For high school reading, “programs using one-to-one and small-group tutoring (ES=+0.23) and cooperative learning programs (mean ES=+0.16), showed positive outcomes. Success in utilizing the Apex Learning computer assisted instruction can be found on the Apex Learning website through the following links: <https://www.apexlearning.com/resources/case-studies/help-students-overcome-barriers-college-and-career-readiness> • <https://www.apexlearning.com/efficacy-studies/study-impact-apex-learning-digital-curriculum-credit-recovery-students> • <https://www.apexlearning.com/resources/case-studies/restoring-rigor-summer-school-online-credit-recovery> • <https://www.apexlearning.com/efficacy-studies/proven-increase-academic-achievement-risk-and-drop-out-recovery>

Apex Learning Instructional Strategies

Pedagogy and the Basis for our Instructional Design:

The foundation underlying Apex Learning digital curriculum is the established body of learning research and best practices in teaching. We access evidence-based work from leading learning theorists to develop curriculum that incorporates basic and higher levels of learning, builds critical thinking skills, deepens understanding, and engages and motivates students to succeed. The research base that serves as the foundation for our course development is documented in Research Put into Practice: Apex Learning Curriculum and Pedagogy, which can be viewed here:

<https://www.apexlearning.com/resources/white-papers/201007/research-put-practice-apex-learning-curriculum-pedagogy>

Active Learning:

Rather than expect students to learn by passively watching, reading, and listening, Apex Learning students learn by doing. Through multiple activity types. Apex Learning integrates interactive media into every lesson, bringing ideas to life. Students will progress through course content by interacting with each concept as they are prompted to observe, inquire, create, connect, and confirm. Instructive feedback is immediately provided as students apply their understanding, creating continuous interplay with the subject matter that keeps students attentive and motivated through ongoing interaction with course content, students are able to take responsibility for – and ownership of – their individual learning experience. As students experience success, their confidence builds, and achievement increases.

SCHS believes in setting high expectations for all students, and that philosophy is reflected in the rigor as well as the breadth and depth of adherence to standards in core courses. Recognizing that students have varying levels of proficiency and preparation for grade-level academic content, Apex Learning strives in its courses to make rigorous content accessible to all students by providing opt-in supports and scaffolds to meet each student at their level of academic readiness and develop their capacities. Examples of supports and scaffolds within Comprehensive Courses Include:

- Audio assistance. Students have the option to listen along as they read. Research indicates that below-proficient readers can read at proficiency when text is accompanied by audio. Content is read aloud by professional voice actors.
- Vocabulary Assistance. Students can rollover terms and a pop up window is displayed with definitions, pronunciations, and examples of how the term is used.
- Support cards. These opt-in supports provide students with strategies for understanding the text on the page, reminders of previously taught concepts related to the lesson, and ways in which the lesson relates to real-life situations.
- Frequent Self Check-ins. Students are provided with frequent opportunities as often as once every page or two in study activities, where they complete active learning activities to assess their understanding of the content just covered.
- Stepping Out. Directions for complex tasks such as solving a proof or writing an essay are broken into smaller steps with explanations and guidance.
- Study Assistance. Printable study sheets guide students through the content. These include reading guides, graphic organizers, note taking guides, and practice questions to aid students as they learn new material and review for tests.

Instructional Delivery Methods - Blended Learning Instructional Model	6.3c	<p>2) Is the school using a blended learning instructional model, as defined in section 3301.079 of the Revised Code? If yes, check the box. <input type="checkbox"/></p> <p><u>Blended Learning Requirements - please provide ALL of the following:</u></p> <ul style="list-style-type: none"> a. An indication of what blended learning model or models will be used; b. A description of how student instructional needs will be determined and documented; c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level; d. The school's attendance requirements, including how the school will document participation in learning opportunities;
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		<p>e. A statement describing how student progress will be monitored;</p> <p>f. A statement describing how private student data will be protected;</p> <p>g. A description of the professional development activities that will be offered to teachers.</p>
N/A – Steel City High School is not using a blended learning instructional model.		
Instructional Delivery Methods – Research Base	6.3c	<p>3) Provide the evidence-base for the primary delivery methods, strategies, and/or techniques including impact on population served. If applicable, include a detailed description of the school’s credit flexibility policy. Refer to <u>ESSA</u> definition of evidence based strategies. Provide documentation from the: What Works Clearinghouse or Ohio's Evidence-Based Clearinghouse for meeting level I or II criteria.</p>
<p>Universal Design for Learning – Research was used to develop the UDL Guidelines.</p> <p>UDL is a set of principles for curriculum development that provides a blueprint for creating instructional goals, methods, materials, and assessments that work for everyone – not a single, one-size-fits-all approach but rather flexible approaches that can be customized and adjusted for individual needs.</p> <p>Three primary principles guide UDL- and provide structure for the Guidelines:</p> <ol style="list-style-type: none"> 1. Provide Multiple Means for Representation <ul style="list-style-type: none"> • Perception • Language, expression, and symbols • Comprehension 2. Provide Multiple Means of Action and Expression <ul style="list-style-type: none"> • Physical action • Expression and communication • Executive function 		

3. Provide Multiple Means of Engagement

- Recruiting interest
- Sustaining effort and persistence
- Self-regulation

Additionally, all Oakmont schools offer career programs that have some evidence for Dropout Prevention specifically in the area of completing school and staying in school.

Reviewed Research


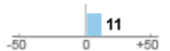

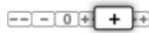
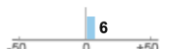
Dropout Prevention

September 2015

 EVIDENCE SNAPSHOT

 INTERVENTION REPORT (729 KB)

 REVIEW PROTOCOL

Outcome domain ⓘ	Effectiveness rating ⓘ	Studies meeting standards ⓘ	Grades examined ⓘ	Students ⓘ	Improvement index ⓘ
Completing school		1 study meets standards	9-12	1,428	
Progressing in school		1 study meets standards	9-12	1,379	--
Staying in school		1 study meets standards	9-12	1,454	

ESSA The section below refers to the resource entitled Non-Regulatory Guidance: Using Evidence to Strengthen Education Investments guidance to provides state educational agencies (SEAs), local educational agencies (LEAs), schools, educators, and partner organizations with information to assist them in selecting and using “evidence-based” activities, strategies, and interventions, as defined in Title VIII of the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act of 2015 (ESSA). The guide states the following: 1. “While ESEA requires ‘at least one study’ on an intervention to provide strong evidence, moderate evidence, or promising evidence, SEAs, LEAs, and other stakeholders should consider the entire body of relevant evidence” Including Marzano’s studies, research has shown evidence that computer-based technology learning and programs that offer expanded learning opportunities has proven to increase the graduation rate of students at-risk for dropping out of

school. 2. “Interventions supported by higher levels of evidence, specifically strong evidence or moderate evidence, are more likely to improve student outcomes because they have been proven to be effective. When strong evidence or moderate evidence is not available, promising evidence may suggest that an intervention is worth exploring. Interventions with little to no evidence should at least demonstrate a rationale for how they will achieve their intended goals and be examined to understand how they are working.” The interventions which include a combination of the Apex digital computer learning assisted by in class direct learning is the basis for much of the research stated above. The strong evidence shown through the expanded learning research stated above includes the Apex Learning model to be implemented at Steel City High School. 3. “The relevance of the evidence – specifically the setting (e.g., elementary school) and/or population (e.g., students with disabilities, English Learners) of the evidence – may predict how well an evidence-based intervention will work in a local context (for more information, also see Part II and endnotes). SEAs and LEAs should look for interventions supported by strong evidence or moderate evidence in a similar setting and/or population to the ones being served. The What Works Clearinghouse (WWC) uses rigorous standards to review evidence of effectiveness on a wide range of interventions and also summarizes the settings and populations in the studies.” The specific setting of the research provided above is relevant to the demographics of Steel City High School—students in high school who are at-risk for dropping out. The student population in the studies also consists of struggling readers, which represents the student population of Steel City High School. 4. Local capacity also helps predict the success of an intervention, so the available funding, staff resources, staff skills, and support for interventions should be considered when selecting an evidence-based intervention. SEAs can work with individual and/or groups of LEAs to improve their capacity to implement evidence-based interventions. The interventions recommended through the research provided above can be incorporated into the current operations capacity of Steel City High School without undue burden.

Credit Flexibility:

- Ohio’s plan for Credit Flexibility is designed to broaden the scope of curricular options available to students, increase the depth of study possible for a particular subject, and allow tailoring of learning time and/or conditions. These are ways in which aspects of learning can be customized around students’ interests and needs.
- Credit Flexibility provides options for students with high school standing to earn graduation credits through alternative ways outside of regularly scheduled classes. Each option requires a different level of student independence to successfully complete the coursework for credit. For this reason, all courses and students’ interest level should be carefully considered. Students interested in accessing Credit Flex must complete the Credit Flex Application.

What is Credit Flexibility?

- Credit Flexibility is intended to motivate and increase student engagement in learning:
 - by allowing student-generated plans for learning in non-traditional ways;

- through access to a wide variety of learning resources, especially real-world experiences;
- with learning opportunities planned around individual student interests and needs; and
- for multiple measures of learning for students to demonstrate what they know, to apply their knowledge, and to present their learning to real-world evaluators.
- Students may now earn graduation credit through one of the following options:
 - following a traditional schedule at Steel City High School;
 - taking an online course;
 - proving mastery of course content; or
 - developing an individual plan for an internship/field experience, community service, educational travel, or independent study.
- Students are not limited in the number of courses or the number of credits earned through Credit Flex. However, **approval of Credit Flexibility Plans and credits earned will be dependent upon the Old Brook High School's capacity to implement them.** If Credit Flex Plans are approved, students may earn either required or elective credits or simultaneous credit in more than one academic area at a time or partial credit.
- Credits earned through Credit Flex:
 - will result in a letter grade (A, B, C, D, or F) and will be included in the calculation of a student's grade point average (GPA);
 - will be reflected on the student's transcript in the same way as traditional credits earned via traditional seat time with no distinction made between traditional coursework and Credit Flex coursework*;
 - will not be weighted;
 - will not be available as Pass/Fail unless students earning credit in a traditional class have a pass/fail option, or as otherwise outlined in policy.
- Grades for online coursework will be recorded as submitted by the online provider.
- Grades earned through independent study, internships/field experiences, community service/service learning, or educational travel will result from collaboration between a Teacher of Record (TOR)

Credit Flexibility Options:

Students may earn graduation credits through Credit Flex by taking online courses, by proving mastery of course content, or by crafting an individual plan for independent study, internships/field experiences, community service/service learning, or educational travel. Students interested in any of these 3 options must complete the *Credit Flex Application* at the end of this *Guidebook*.

1. Online Courses

Students may take an online course through an outside provider with control over the time, place, and pace of their learning.

Approved Online Provider and End-of-Course Assessment Information:

Online courses through Credit Flex are an alternative option. It is necessary to select online providers that are adequately aligned to state standards. In addition, with the state-required, End-of-Course Assessments, the online courses must also be rigorous for students. Therefore, only certain online providers are identified so that they adequately and appropriately prepare students for the new requirements. When the course is one that has a state End-of-Course Assessment for graduation, students are required to take the state test during the identified testing window. The state decides when these tests are given. Therefore, there may be a lapse between the time the student finishes the course and when the student sits for the assessment.

The following online providers have been approved, as recommended by eTech Ohio, a state agency dedicated to enhancing learning by developing programs and using best practices to serve learning organizations.

- APEX

Application Process:

- Complete the *Credit Flex Application*, circling “Online Course” as the requested option.
- Meet with a Director to discuss online provider options for the requested course.

2. Mastery Assessment

Students may choose to demonstrate mastery of course content by passing a comprehensive course exam with 70% or greater and by demonstrating their ability to apply knowledge and concepts.

Application Process*:

- Complete the *Credit Flex Application*, circling “Mastery Assessment” as the requested option. *See the timeline at the end of this Guidebook for Mastery Assessment deadlines to allow for re-scheduling of the course if students are unable to meet the 70% mastery goal.*
- Meet with a Teacher of Record (TOR) to complete the Mastery Assessment process.
 - Students will be given **one attempt** to demonstrate proficiency by completing a comprehensive exam covering essential content knowledge addressed in an equivalent course
 - Students failing to score 70% or above on the exam will be reassigned to a traditional course.
 - Students demonstrating 70% or greater mastery on the exam will also complete a project/problem-based assessment designed to prove their ability to apply their knowledge.
 - Students will then present their work to the Credit Flex Committee who will decide on level of competency demonstrated for the purposes of assigning a grade and credit.

MASTERY ASSESSMENT NOTICE:

- Students may not select the Mastery Assessment option for courses which require students to work collaboratively to produce a final group product.
- Students may choose to use an Advanced Placement exam for their Mastery Assessment option providing a *Credit Flex Application* is submitted and approved according to the timeline and all of the following conditions are met.

When the course is one that has a state End-of-Course Assessment for graduation, students are required to take the state test during the identified testing window, in addition to any Mastery Assessment plan the student completes. The state decides when these tests are given. Therefore, there may be a lapse between the time the student finishes this option and when the student sits for the assessment.

3. Individual Plan

Students may earn graduation credit by generating and developing an Individual Plan for any of the following: independent study, internships/field experiences, community service/service learning, or educational travel.

Application Process:

- Complete the *Credit Flex Application*, circling “Individual Plan” as the requested option.
- Provide a **detailed** outline of the plan with the *Credit Flex Application*. That outline should include the following:
 - specific information about the content knowledge and skills students will learn;
 - specific number of credits students are seeking for their work;
 - how students will access knowledge and practice skills;
 - proof of learning, not including a paper/pencil exam; e.g., artifacts, video, PowerPoint, art work, another appropriate product;
 - a reflective journal or essay documenting learning as it takes place;
 - documentation of internship/field experience or community service/service learning hours; and
 - other information as appropriate to the plan.

INDIVIDUAL PLAN NOTICE:


- In order to complete an Individual Plan, students must have a licensed Ohio educator to serve as Teacher of Record (TOR). This individual must meet HQT requirements for core courses.
 - Students will be *assigned* a TOR for an Individual Plan.
 - In certain cases where it seems appropriate, students may select an outside mentor (non-school staff member) for their Individual Plan; however, this mentor does not replace the need for a school TOR.
 - Outside mentors cannot be related to the applicant.
 - Outside mentors must have a background check and be fingerprinted (Bureau of Criminal Investigation check) prior to working with students. This is the financial responsibility of students/families. BCI documentation must be provided along with the *Credit Flex Application*.
 - Based on the details of the Individual Plan, students will be required to make a formal presentation to members of the Credit Flex Committee.
 - Students must obtain approval from members of the school Credit Flex Committee *prior* to proceeding with an Individual Plan.
- Retroactive credit will not be awarded under any circumstances.**
- Students on approved Individual Plans will periodically be required to provide evidence of progress and attendance to their TOR.
 - Students failing to meet the standards for ongoing participation and satisfactory progress described in an Individual Plan may be

reassigned to traditional courses at the discretion of the School. <ul style="list-style-type: none"> <i>Students who have been expelled from school will not be eligible to apply for Credit Flexibility until they are allowed to re-enroll.</i> 		
Instructional Delivery Methods - Resources/Materials	6.3c	4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.
All resources and materials will be in place at the school’s openings in all core and non-core content areas including staff, furniture, curriculum, Board, technology, management systems, contractors, and students. General Education Curriculum Apex Learning Curriculum. To increase academic achievement, Steel City High School will utilize a predominantly Apex Learning curriculum. Research supporting the success of the model can be found later in this section. School districts challenged to increase their student’s academic performance are turning to Apex Learning digital curriculum to support programs that increase graduation rates and decrease dropout rates. Apex Learning provides standards-based Comprehensive Courses that makes rigorous content accessible to each student and results in increased student outcomes. Their program is designed for credit-deficient students in order to provide personalized learning. If credit recovery is needed, students can master the exact studies that are required through prescriptive courses. Apex Learning is a model that aligns with Ohio standards, assessments, and differentiated strategies. Because the curriculum is aligned with Ohio standards, it addresses the question of what students should know and be able to do. Lessons were created to emphasize skills like critical		

thinking and problem solving, which are key concepts to the Ohio standards. Apex Learning will be utilized as the main curriculum resource for all core courses at Steel City High School including math, science, social studies, and English. Steel City High School will use the appropriate tools, equipment, and materials for industry credential training as outlined by each credentialing agency in their required curricula.












In addition to the Apex Learning curriculum, teachers participate in Academic Department teams, which collaborate within each department to share best practices, analyze resources and assignments, and provide additional resources. Academic teams meet once per month, including two in-person collaborations throughout the school year. They develop goals and data projects and also provide support to teachers within the department teams. Teachers are provided with group chats, shared resources, professional development opportunities, and visits with department chairs and Instructional Coaches.


Some resources have been purchased for all schools in the Oakmont network to use. These include, but are not limited to:



















Universal Resources

Cost for all schools is covered for the following resources

 Apex	 Desmos
 IXL	 edpuzzle
 GMAIL	 Kahoot
 Google Sites	 Scholastic News
 Google Classroom	 Clever
 MindPlay	



Additional resources are recommended to teachers and available for them to supplement Apex instruction.

<div> <div>  <h3>Approved Resources & Tools</h3> <p>Free Resources or optional subscriptions</p> </div> <div> <div>  Youtube Education  Desmos Algebra (Cost Option) </div> <div>  CommonLit  Code.org (Computer Sci, Coding) </div> <div>  NewsELA  Next Gen (Financial Literacy) </div> <div>  iCivics  NearPod </div> <div>  Phet Lab  Padlet </div> <div>  NOVA Science  Screencastify (Cost Option) </div> <div>  Khan Academy  Pearson  </div> </div> </div> <p>Teachers are also provided with the Teacher Tools Google site, where both Academic and CTE teachers can access links to recorded training videos about the specific programs above, articles and PD on best practices, example activities and resources, relevant links and trackers, and LPDC, RESA, and Licensure information.</p>		
Instructional Delivery Methods - Resources/Materials	6.3c	5. Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.
<p>The curriculum committee will meet annually in January to begin the review process of the curriculum, curriculum resources and the online resources utilized by the school. Technology will be reviewed as well to determine needs of the school for updating or adding new technology in specific grades or certain subjects and for what intended purpose the technology is serving. Data will be reviewed to determine specific areas where additional curriculum and/or resources need to be added in order to prevent gaps in learning and maintain student growth. We will seek resources and materials that have been recommended by the Department of Education and Workforce through the Ohio Materials Matter initiative. The resources include only “High-quality instructional materials (HQIM), they are Standards-aligned instructional content, include a coherent scope and sequence for grade-level lessons and unit plans. They are Evidence-based instructional strategies and embedded formative assessments which support data-driven instruction, and Educative content which provides implementation support for educators to ensure all students’ learning needs are met. (https://www.infohio.org/resources/g912)”</p>		

Steel City High School Continues to evaluate the instructional resources and materials used by teachers, including technology, within Building Leadership Team (BLT) meetings and governing authority committee meetings. The BLT consists of the school Director along with lead teaching staff. The Director, BLT team, and governing authority committees collaborate as needed to review materials, technology, and resources. With frequent changes in courses and technology, teachers are regularly updating material documents to ensure they have proper resources and materials. Adjustments and changes are made based on the educational needs of the school’s population. The school recognizes that to continue to educate our students in the 21st century, we must stay current with the latest technology. Technology needs assessments are completed each year, and technology purchases are made on an as needed basis. Board approval is only required for purchases over \$5,000.

6.3d Continuous Improvement and Professional Growth		
Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.		
Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate a school improvement plan using the <u>Ohio 5-Step Decision Making Process</u> . Describe the structures and processes to support the improvement planning.
Steel City High School will implement the Ohio Improvement Process.		



Ohio's 5-Step Process includes the following: • Step 1: Identify Critical Needs • Step 2: Research and Select Evidence-Based Strategies • Step 3: Plan for Implementation • Step 4: Implement and Monitor • Step 5: Examine, Reflect, and Adjust. The action plans below correlate with the improvement process. Step 1: Teacher Based Teams (TBTs) will meet every other Monday afternoon to discuss data and share ideas. Step 2: The TBTs process is evaluated each month by the CSLT during leadership team meetings. Feedback is given to all TBTs, and data is analyzed for growth purposes. In October, February, and May growth data is reviewed in TBTs with the school academic coach. That data is the basis of coaching cycles throughout the remainder of the next quarter. Step 3: The TBTs process is then reviewed on a regional level by the Regional Curriculum Team in efforts to ensure where additional training is needed. Step 4: The instruction plan is implemented during the first year. After the first year, the plan will include any data-based adjustments, if needed. Step 4 and 5: The CSLT will meet each Wednesday afternoon to discuss the OIP and pertinent policies and procedures throughout the building.

The CSLT will discuss the information collected from the forms to provide advice and feedback for the TBTs. Step 5: The Regional Curriculum Team meets each summer to review the progress of the CSLT and to determine what professional development would be beneficial for the Leadership Team. Data is consistently reviewed. Adjustments are made by the following staff and during the following timelines: a) nationally normed Assessment data will be reviewed by teachers after each testing session (Fall, October; Winter, February; Spring, April). State assessment data will be reviewed in August prior to the start of school. Additional progress monitoring tools contained in the APEX Learning digital curriculum will be given to students on a regular basis to progress monitor where students are in a particular subject as well as drive instruction. These assessments will be reviewed by academic coaches every six weeks.

Ohio Teacher Evaluation System (OTES)	6.3d	<p>2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</p> <p><input checked="" type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>Teachers will be evaluated using Oakmont’s Teacher Performance Evaluation Rubric. Oakmont’s Rubric focuses on the following domains aligned to Ohio’s Standards for Educators and connects accountability to student performance outcomes aligned to OTES 2.0:</p> <p><u>Domains:</u></p> <ul style="list-style-type: none"> • Focus for Learning • Knowledge of Students • Lesson Delivery • Classroom Environment • Assessment of Student Learning • Professional Responsibilities <p><u>Organizational Areas:</u></p> <ul style="list-style-type: none"> • Instructional Planning 		

- Professionalism
- Instruction and Assessment

The Teacher Performance Evaluation Rubric is to be scored holistically. This means evaluators will assess which level provides the best overall description of the teacher. The rating process is to occur on completion of each 30-minute observation and post-conference. To determine the rating for each 30- minute observation, the evaluator is to consider evidence gathered during the pre-conference, observation, post-conference, and classroom walkthroughs, if applicable. Note that when completing the performance rubric, evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers may, but are not required to, bring additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the preconference and post-conferences as well as information from the Professional Growth and/or Improvement Plan, if applicable. Informal classroom walkthrough tool can be found here: [Classroom walkthrough](#)

Ohio Director Evaluation System (OPES)	6.3d	<p>4) Confirm implementation of Ohio Director Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Directors and Ohio Standards for Superintendents.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Director Evaluation System and the Ohio Superintendent Evaluation System.</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Directors and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
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School Leaders will be evaluated using Oakmont’s School Leader Performance Evaluation Rubric.


Oakmont Education - Performance Summary

School / Location: *DOR Directors*

Employee Name:

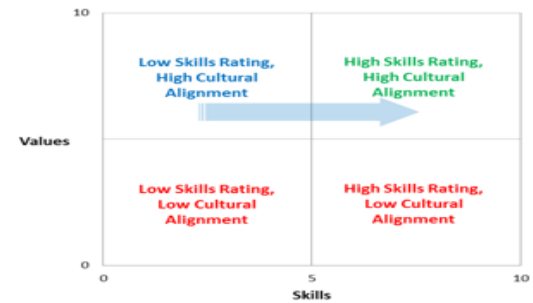
Position Title: *Director, Cliff Park HS*

Core Values Demonstrated	Rating	Notes (explain rating using Rubrics and needed improvements)
Innovative Authentic Committed Driven		
Average ✔ #DIV/0!		

Summarized Performance	Values ✔ #DIV/0!	Skill ✔ #DIV/0!
 <p>"Innovative. Authentic. Committed. Driven."</p>		

Required Skills - Performance	Rating	Notes / Comments (why rated as is, and what is needed for improvement)
Modify and Execute our DOP Academic Model Meet Standard' on 12th Grade Meet/Exceed Standard' on Graduation Rates (Cohort Tracker) Credits Earned # of Grads Earning Industry Achieve Enrollment Goal in Order to Meet or Exceed School's Budget Enrollment FTE Settlement Report Retention/Attendance Rate School Financials CTE Enrollment #'s Lead Through Building a Great Team & Managing Key Relationships with Board & Sponsor Performance Matrix Voluntary Staff Retention Rate Staff Satisfaction Surveys Compliance Reports (Sponsor) Board Survey Results Charter Renewal (Length) Mgmt Agreement Renewal		
Average ✔ #DIV/0!		

Performance Matrix Guide



Local Professional Development Committee	6.3d	6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.
<p>Steel City High School's LPDC will be chaired by a classroom teacher who attends regularly scheduled meetings within our cohort. It is the responsibility of the chair of the building LPDC to update all staff on pertinent licensure matters and ensure all IPDP's and licenses remain up to date and compliant. LPDC documents are attached. Steel City High School will follow all bylaws as defined by the Ohio Department of Education per the link:</p> <p>http://education.ohio.gov/getattachment/Topics/Teaching/Professional-Development/LPDC-s/Resource-Guide-for-Establishing-anLPDC/ResourceLPDCResourceGuide_102416.pdf.aspx</p>		
Resident Educator Program	6.3d	7) Discuss implementation of Ohio's Resident Educator Program in the school (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.).
<p>Steel City High School will implement Ohio's Resident Educator Program. The DEW updated and changed the resident educator program to a 2 YR program for the 23-24 school year. Our program operates in accordance with all of the updates with the new guidelines provided on the DEW website. (https://education.ohio.gov/Topics/Teaching/Resident-Educator-Program). Resident Educators work collaboratively with their mentor to complete the program requirements using self-assessment and goal setting, demonstrate the use of authentic teacher work such as lesson planning, data analysis, and assessment for reflection, as well as successfully complete the Resident Educator Summative Assessment (RESA) to advance to Professional Licensure. Teachers involved in RESA Year 1, and Year 2 will have a trained mentor teacher to work with. All Mentors attend the two-day mentor academy training to compile with the state requirements and are updated annually during an RE Mentor Orientation</p> <p>Resident educators meet annual requirements and work collaboratively with their mentor through discussions and feedback about using the tools provided by DEW: • Self-assessment • Goal-setting • Instructional planning using authentic teacher work such as lesson plans and assessments • Observations for learning • Analysis of student learning using student work and assessments Teachers participate to the fullest extent in all activities and activities within RESA and participate in Training facilitated by the Director of Curriculum and Instruction. The mentor teacher will regularly work with the resident educators and update all required information. The Resident Educator Forms include a Monitoring Student Learning form. Resident Educators complete the Monitoring Student Learning data inventory below, which includes monitoring 2 students. Once the form is complete, mentors and Resident Educators move into the planning phase of the Teaching-Learning Cycle. The Resident Educators complete an Assessment in YR 2, that includes categories of strengths, areas of growth, and the seven standards of Students, Content, Assessments, Learning Environment, Collaboration and Communication, and</p>		

Professional Responsibility and Growth and areas for growth. We strive to have a 1:1 mentor to mentee ratio at the school, and do our best to select a teacher within the same teaching discipline.

Resident Educators complete and submit a Requirements Completion Checklist, that logs all mentor meetings and DEW requirements. It is signed by both the mentor and the mentee before it is submitted as proof for completion of the program each year. The sheet records the dates of following required activities. The mentor provides initials as the activities are completed. -Collaborative Log or Focused Mentoring Activity Log (1-2 times/month) -TBT Content Conference Call (Data Analysis Tool) -Content Collaboration Meeting -Other related PD or mentoring activity For Year Resident Educators, the specific activities are listed below and include the timelines: -Ohio Resident Educator Program Orientation Presentation (Sept) -Self-Assessment (Oct/Nov) -Professional Growth Plan (Oct/Nov) -Peer teacher observation -Mentor teacher observation -Lesson Reflection of a videotaped lesson (recommendation Jan/Feb).

See attachment for the updated 2 YR program guidelines. [v8-2-Year-Program-Overview-July-2023.pdf](#)

-Ohio Resident Educator Program Orientation Presentation (Sept) -Self-Assessment (Oct/Nov) -Professional Growth Plan (Oct/Nov) -Focused Mentored: Formative and Summative Assessments The mentor and mentee will sign the form and return it to the Academic Coach and Director of Curriculum at Oakmont Education. The deadline for submission is May 15 with a criteria completion date of June 30.

Professional Development Plan for Teachers

6.3d

8) Using the [Ohio Standards for Professional Development \(adopted 2015\)](#), describe the process for how the school will *develop, implement, and evaluate* a differentiated professional development plan for teachers informed by student data, curriculum needs, OTES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.

Oakmont Education outlines a company-wide professional development plan that addresses large scale issues and additional professional development days are planned at the school level based on need. High-quality professional development is organized, coherent and provides ongoing learning opportunities. In adherence with the Ohio Standards for Professional Development, (OSPD), our professional development envelopes the following criteria:

- Occur within a collaborative culture in which all share collective responsibility for continuous improvement.
- Be advanced by leaders who prioritize professional learning and develop the capacity and structures to support it.
- Be supported by resources.
- Be data based, and use data for planning, assessment and evaluation.

- Represent best practice models and theories of adult learning and active engagement.
- Be research based, using what is known about change to sustain implementation.
- Focus on specific goals and align outcomes with existing educator and student standards.

The Professional Development Plan utilizes outside experts in their field, resources such as textbooks and materials from renown professionals and researchers and always has additional components in place for follow up training with the same provider. In addition, coaching and monitoring is implemented by outside providers to ensure fidelity in the learning and application phase of the Professional Development provided. The Standards for Professional Development are for all members of our organization as well as stakeholders: Individual teachers, school leaders, company leaders, school contracted services, and the LPDC. For individual teachers, the Standards guide their individual plans and are based on the data at the school that drives the needs of the students. For Directors, the Standards drive their individual plans, but also ensure their schools offer effective systems for professional learning. At the executive level, where design of Professional Development occurs based on trend and school data, the Standards help to implement and evaluate the programs set in place. External stakeholders are invited to join in our learning to help align programs. As it drives the learning for the teachers and our organization, the Standards ensure that contracted service providers are part of the system of interventions and are aligned to what is occurring in the classrooms. The School has several scheduled in-service days. The Professional Development aligns with the following seven Standards of Ohio's Standards for Professional Development. Per the ODE website, "professional learning that increases educator effectiveness and results for all students" embodies the following Standards.

Standard 1: Learning Communities. Occurs within learning communities committed to continuous improvement, collective responsibility and goal alignment. **Standard 2:** Leadership. Requires skilled teacher leaders and administrators who develop capacity, and advocate and create support systems for professional learning. **Standard 3:** Resources. Requires prioritizing, monitoring and coordinating resources for educator learning. **Standard 4:** Data. Requires the use of a variety of sources and types of student, educator and system data to plan, assess and evaluate professional learning. **Standard 5:** Learning Designs. Integrates theories, research and models of human learning to achieve its intended outcomes. **Standard 6:** Implementation. Applies research on change and sustains support for implementation of professional learning. **Standard 7:** Outcomes. Aligns its outcomes with educator performance and student curriculum standards.

Topics were developed in alignment with OSPD and may include, but will not be limited to: • Multi-tiered Systems of Support • Formative Instructional Practices • Instructional Framework • Data Analysis • New State Assessment Deconstruction • Differentiation • Positive Behavioral Intervention Supports • School Safety • Special Education Updates • Student Learning Objectives • Cultural Awareness • New Graduation Requirements

Building level staff meetings are held on a weekly basis to analyze data and discuss best practices. Teachers involved in RESA Year 1, Year 2, Year 3 and potentially Year 4 will be provided training and assistance from trained mentors. Teachers will participate to the fullest extent in all activities and activities

37 2018-2019 St. Aloysius Sponsorship Contract Education Plan Attachment within RESA and will participate in Oakmont Education Group trainings

facilitated by the Director of Curriculum. Professional Development will occur 3 times per year for overall review of data, curriculum, differentiation, and subject matter work. Building level training will be based on the Classroom Walk-Through Tool which is to be completed once per month per teacher by the Director. This data is used to develop teacher specific training, and/or whole school training. The results of OTES will also drive training for building teachers at the midway mark in December and then in spring for the following school year or summer sessions. Teachers with specific needs will be assigned online modules, conferences or additional mentoring. Schoology may also be utilized, which is an online learning, classroom management, and social networking platform that improves learning through better communication, collaboration, and increased access to curriculum and supplemental content. Courses or modules allow teachers to access online learning content at any moment and as a school this learning can be tracked and monitored. Below is a schedule of professional development topics.

August-New Teacher Orientation September-Performance Measures for Reading and Math October-Data and Standards within APEX January-Differentiation Educational Framework and Assessments February-Data Subject Area Teaching and Learning Additionally, APEX offers professional development through their Educator Academy that provides training, tips, best practices, and avenues of connecting with Apex Learning and other educators. Teachers use Standards to develop personal IPDP's. Teachers must state which Standard for professional development correlates to the professional development they attend. All of Oakmont's provided professional development correlates directly to the Standards. Professional Development is embedded as an action step with adult implementation indicators and progress measures to work towards the reading and math SMART goals on the OIP. All Oakmont schools have all participated in professional development per their OIP. Professional development includes the use of self-evaluation as a part of the evaluation system. Oakmont has issued a standardized Performance Matrix, based on a tool developed by General Electric under CEO Jack Welch, to all staff first for a self-evaluation. The purpose of the evaluation is to target and measure areas of growth and improvement for the coming year. The Performance Matrix is the basis for all hiring, firing, performance management, improvement counseling, and salary/bonus considerations. The model focuses on core values and allows evaluations to be direct, specific and evidence-based. The Performance Matrix encourages reflection, a dialogue with the team, and creates a common language in all Oakmont buildings and throughout the organization. The model offers self-evaluation and the Director evaluation. This evaluation is submitted to the building Director who compares the self-assessment against his/her assessment. Results are shared with each team member through a private conference. All staff complete their expectations in December and May/June of every year. Completion of evaluation must be accompanied by a one-on-one meeting with the Director. Staff should complete the self-evaluation prior to the one-on-one meeting. Staff is expected to provide evidence to support ratings. Significant gaps between self-evaluation ratings and Director ratings should be the primary focus of the discussion during the meetings.

The changes to the classroom are monitored through the use of our Classroom Walkthrough Tool. Administrators and coaches use the tool to evaluate teachers on a regular basis (1-2 times per month) and provide them feedback with areas for growth identified. Additionally, it is an opportunity for teachers to regularly reflect on teaching and learning. This data is used to develop teacher specific training, and/or whole school training. The results of the evaluation also drives training for building teachers at the midway mark in December and then in the spring for the following school year or summer sessions. Teachers with specific needs are assigned online modules, conferences or additional mentoring.

Professional Development Plan for School Leaders	6.3d	9) Using the Ohio Standards for Directors 2018, describe how the school will <i>develop, implement, and evaluate</i> a differentiated professional development plan for school leaders informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.
School leaders are provided professional development based on their individual plan created from their annual evaluation.		
School Calendar	6.3.1	9) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and ODE. Once the calendar is approved, changes can only be made for limited reasons with approval of the sponsor and ODE, and may require a corrective action plan.
The proposed school calendar is attached and includes professional development and assessment days, vacation days, and number of hours the school will be in session. Parents and students will be notified of the school calendar as it is provided to families upon enrollment. The calendar is also sent home with the student at the beginning of the school year. The calendar is available in the school office and on the school website. A sample school calendar is enclosed as: School Calendar		
Bell Schedule	6.3.1	10) Provide the school's proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provided, such as after-school tutoring, include these on the schedule.
The bell schedule is shown on the attached school calendar . The instructional time is 4.5 hours a day with 2 sessions per day.		

6.3e Prevention and Intervention Policy

A *Comprehensive System of Learning Support Guidelines*, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students. <https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx>

Appropriate implementation of the guidelines will result in school meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions. Please provide strong evidence and specific details to address the items below.

Prevention and Intervention Plan	6.3.2	<p>1) Describe a whole-child model for meeting students needs related to health, safety, engagement, personalized learning and prepared for success.</p> <p>2) Describe the school's multi-tiered educational services policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing academic and/or behavior problems, and address the needs of ALL students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).</p>
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SCHS is dedicated to identifying and providing support to students who are struggling academically, below grade level, or facing various challenges that impact their academic success. As mentioned earlier, SCHS will use Branching Minds to track all data. To ensure compliance with applicable laws and regulations, including the Department of Education's guidance on learner support and addressing risk factors, the school has developed a comprehensive plan for identifying and serving such students. Here is an overview of the school's plan:

1. Identification of At-Risk Students:

Screening Assessments: The school will conduct regular screening assessments to identify students who may not meet benchmark expectations in core academic areas. These assessments may include reading, mathematics, and other relevant subjects.

Statewide Assessments: The school will closely analyze statewide assessment results to identify students who are not proficient in key content areas and may be at risk academically.

Grades and Academic Performance: Teachers will monitor students' grades and academic performance to identify those with failing grades or who are consistently performing below grade level.

Chronic Absenteeism: The school will track attendance records to identify students who are chronically absent, as chronic absenteeism is a risk factor for academic struggles.

2. Tiered Support System:

Tier 1: Universal Supports: All students will receive high-quality, evidence-based instruction as part of the school's core curriculum. Teachers will differentiate instruction to meet diverse needs.

Tier 2: Targeted Interventions: Students identified as at risk based on screening assessments, academic performance, or attendance will receive targeted interventions. These interventions may include small-group instruction, additional tutoring, and specific skill-building activities.

Tier 3: Intensive Supports: For students who continue to struggle despite Tier 1 and Tier 2 interventions, individualized plans will be developed. These plans may involve more intensive interventions, personalized learning plans, and collaboration with specialists, including special education staff when applicable.

3. Data-Driven Decision-Making:

The school will use data to drive decision-making at all levels. This includes analyzing assessment results, attendance data, and grades to monitor student progress and adjust support strategies as needed.

Regular data meetings and collaboration among teachers, counselors, administrators, and support staff will ensure a coordinated and effective response to students' needs.

4. Individualized Support Plans:

Students identified as academically at risk will have individualized support plans developed, outlining specific interventions, goals, and monitoring processes.

Parent and guardian involvement will be encouraged in the development and implementation of these support plans.

5. Professional Development:

The school will provide ongoing professional development to teachers and staff to ensure they have the knowledge and skills necessary to implement evidence-based interventions and support strategies effectively.

6. Family Engagement:

The school will actively engage with parents and guardians to inform them of their child's academic challenges, progress, and opportunities for support. This includes regular communication, parent-teacher conferences, and workshops on how to support their child's learning at home.

7. Compliance with State Regulations:

The school will adhere to all state laws and regulations governing the education of at-risk students, including any requirements set by the Department of Education.

In summary, SCHS is committed to identifying and serving students who are academically at risk or facing challenges that impact their learning. The school's plan is designed to provide tiered supports, data-driven decision-making, individualized support plans, professional development, and family engagement to ensure that all students have the opportunity to succeed academically. This plan reflects the school's dedication to addressing the diverse needs of its student population and ensuring equitable access to quality education.

6.4a Goals and Performance Indicators

The school will be required to show progress toward meeting the goals established in its school improvement plan. The school improvement plan will be reviewed at monthly board meetings and updated as needed. Revised plans will be submitted to the Sponsor.

Schools newly chartered with Charter School Specialists will establish a school improvement plan by September 30th.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.

6.5 Assessment Plan

The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

Nationally Normed Assessment	6.5	1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool . It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30 th of each year.
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The School shall assess student achievement and needs using the state mandated nationally-normed assessment in all program areas in compliance with State Law, the rules adopted by the State Board of Education and the Charter. The purpose of such assessments will be to determine the progress of students and to assist them in attaining student performance objectives and educational achievement goals of the School.

Oakmont Education uses Renaissance Learning Inc. STAR Assessments to collect diagnostic and growth data on student learning in Math and Reading. The Instructional Planning Student Report provides information to teachers and school staff on student percentile, instructional reading level, zone of proximal development, lexile, and Ohio-aligned suggested skills. Additionally, STAR designates some skills as important “focus skills,” so that staff working with students can develop instruction that targets the most impactful skills for students to improve. This report will also designate students as “Urgent Intervention,” “Intervention,” “On Watch,” and “At/Above Benchmark,” so that administrators and teachers can use this data as part of MTSS teams, targeted school-wide and small-group interventions, and more specific, individualized intervention for students who need it.

Ohio’s State Assessments	6.5	<p>2) All required state assessments must be included in the school's assessment blueprint and calendar.</p> <p>Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.</p>
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The School shall administer all State-mandated tests to students at the times designated by the State Board of Education. "Achievement tests" for purpose of this Policy are defined as those aligned with the Ohio academic content standards and model curriculum, designed to measure a student's level of skill in a specific subject area that is expected at the end of a designated grade and/or is required as part of the Ohio graduation requirement. The School will administer the Ohio graduation tests, if applicable, as required by Section 3301.0710 of the Revised Code and at times designated by Section 3301.071 I of the Revised Code as well as end of course exams and Renaissance Learning STAR Reading and Math assessments in accordance to the established testing window by the Ohio Department of Education.

Steel City High School will comply with all state-mandated testing requirements for all required tests including:

<ul style="list-style-type: none"> English Language Arts I & English Language Arts II Mathematics (Geometry, Algebra, Integrated Math I, Integrated Math II) Science (Physical Science, Biology) American History End-of-Course Exam American Government End-of-Course Exam 		
Formative Assessments	6.5	3) Describe the process for developing formative assessments that includes gauges of all learning domains (social-emotional), sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.
<p>For subjects where traditional assessments are not an option, the school has established a process to create locally determined measures, including student learning objectives, to measure student progress. The measures for student learning objectives may include district-approved, locally developed assessments, pre/post assessments, performance-based assessments, and portfolios. Rubrics will be established to set expectations, improve student work, and provide feedback to students about their work in specific areas of a project. Teacher developed summative assessments such as quizzes, tests, and classroom-based assessments provide a variety of information about students' abilities, progress, and needs. The assessments are designed by teachers based on classroom and student needs; and School, class, and student goals. The variety of formats, which may include, but is not limited to multiple choice, short answer, essay, etc. Informal assessments such as running records are used to inform and improve instruction. Designed by teachers, the assessments are based on classroom and student needs.</p> <p>Authentic assessments, such as project work is used to inform and improve instruction, and provide students with feedback to help them reflect on their current standing and needs to meet the expected goals. Designed by teachers, authentic assessments are based on classroom and student needs as well as School, class, and student goals. Towpath Trail High School also uses summative data assessments to produce valuable information that is used to make curriculum decisions, direct future instruction, and improve instructional practices. Summative assessment data that is collected at the end of a chapter, unit, or course is obtained through tests, projects, term papers, and student portfolios. The data collected from these types of summative assessments is used to guide our efforts in developing alternative assessments, differentiating instruction, and providing additional academic support in the areas in which students show weakness. Apex Assessments Apex Learning's Comprehensive Courses and Tutorials provide teacher-scored and computer-scored formative and summative assessments integrated throughout each lesson to reveal student understanding through the learning process. The embedded assessments are specifically designed to test students at various levels of Bloom's Taxonomy and Webb's Depth of Knowledge (DOK). In order to provide</p>		

teachers and administrators with actionable data to use to support student learning, student knowledge is assessed regularly in Apex Learning Comprehensive courses and Tutorials with items similar to Ohio Learning Standards and via the following categories of assessments:

- Pretests, available for Tutorials and for Courses with prescriptive features, assess student mastery of content and create individualized learning plans that direct each student to the relevant material yet to be mastered. In Courses, the threshold for achieving mastery can be specified by the teacher.
- Unsourced formative assessments provide students with immediate feedback, allowing them to check their own understanding before continuing. In Courses, these are interactive self-checks integrated into the instructional content. There are several interactive self-checks in each study activity. In Tutorials, Try It activities are inviting, no-stakes assessment for practice and application that provide immediate feedback to reinforce learning.
- Unit level diagnostic assessments allow students to assess their understanding of the contents of a unit before either attempting the unit or taking the unit test. These tests can be utilized diagnostically at the beginning of the unit to help determine grade level of student.
- Scored formative assessments provide students with feedback regarding their understanding of the material as they progress through a course. In Courses, computer-scored quizzes provide students with immediate feedback. Teacher-scored formative assessments include practice problem sets, journals, and discussions. In Tutorials, Test It activities are low-stakes opportunities to test student understanding.
- Scored summative assessments in Courses are taken at the end of each unit and semester requires students to demonstrate their mastery of the material. In addition to computer-scored assessments, Apex Learning Courses include subjective, open-ended, teacher-scored assessments to fully address standards and evaluate the higher order and critical thinking skills associated with the higher levels of Bloom's Taxonomy and Webb's DOK. In Tutorials, the posttest for each unit assesses student knowledge and serves as a gauge for teachers to evaluate student progress against the standards. All Apex Learning assessments are intentionally designed to meet the requirements of the Ohio Learning Standards. Test items represent the variety of item types expected on state standardized assessments. In addition to computer-scored tests, students demonstrate academic proficiency in performance tasks through teacher-scored assessments. The assessments offer remediation as needed and provide summative assessments that include both objective and extended response items. The assessments present information in multiple formats (text, audio, images, video, interactive media, manipulative tools, graphs, charts, diagrams) to address individual learning styles.

"Diagnostic assessments" for purposes of this Policy are defined as those aligned with Ohio academic content standards and model curriculum, designed to measure student comprehension of academic content and mastery of related skills for a relevant subject area at each grade level. The School will administer diagnostic assessments pursuant to Section 3301.0715 of the Revised Code. All statewide tests shall be administered in accordance with Rules 3301-13-01 and according to procedures outlined in 3301-13-02 of the Ohio Administrative Code. In addition to achievement tests and diagnostic assessments, staff members will assess the academic achievement and learning needs of each student. Procedures for such assessments may include, but not limited, teacher observation, exit tickets, APEX assessments, cumulative student records, and/or student performance data collected through standard testing programs. Any student receiving special education services may be excused from taking any particular test required if the individualized education program ("IEP") developed for the student excuses the student from taking that test and instead specifies that an alternative assessment method be used. The Alternative Assessment for a Student with Disability ("AASWD") is approved by the Department of Education to evaluate the performance of students with the most significant cognitive disabilities for whom regular assessments, even with accommodations, are not appropriate.

In general, the IEP shall not excuse the student from taking a test unless no reasonable accommodation can be made to enable the student to take the test. In that case, the school shall use AASWD to test students needing an alternate form of assessment.		
Non-Academic Measures	6.5	4) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.
<p>Surveys- Parent: The School is committed to ensure that the communication received from parents is handled effectively. In the Fall and Spring, parents will be asked to complete a comprehensive satisfaction survey designed to assist the school in assessing areas where improvement may be necessary. The survey gives our teachers and leaders critical feedback that will lead to increased parent satisfaction. Parents are also afforded the opportunity to provide feedback during parent-teacher conferences, parent-teacher organization meetings, and during their attendance at Board meetings. Feedback on all aspects of school operations is welcome. Surveys- Student. Additionally, the school will measure and evaluate other non-academic statistics including year-to-year student enrollment figures, student daily attendance averages as well as student surveys. As the School pursues the mission, it is important to seek and maintain the feedback of our primary stakeholder, the students. Monitoring student opinions about academic progress, environment, teachers, climate, support structure, and the academic program provides the data needed to provide an optimal academic model. Information from surveys assist leadership and teachers in making decisions about how to adjust the services and programs offered to assure that each student is performing to his or her maximum potential. Listed below is an example of a student survey that may be used. Teacher. The school goal is to continuously provide an environment that supports teaching. To assist in gauging this measure, statistics will be gathered and evaluated from an annual teacher survey.</p> <p>Apex Student Survey: The curriculum chair and academic coaches have developed a learning survey to collect data from the students being served by Apex Learning in order to inform instruction. The results will assist teachers develop strategies for specific learning targets connected to and relevant as preparation for the end-of-course lessons and for improving the Apex coursework. Strategies will be developed and guided by identified areas that need the most growth based upon end-of-course strand analysis data from the previous school year. Results will be evaluated in comparison to the length of time a student had between receiving instruction in the course and taking the end-of-course assessment. The school will also evaluate the results in comparison to students who participate in tutorials in preparation for end-of-course work compared to those students who are not enrolled in tutorials. Data will also be analyzed across all schools to seek differences at a specific school in order to develop an enhanced learning experience that best serves all students.</p>		

Diverse Measures of Student Performance	6.5	5) Identify diverse ways to measure student performance beyond standardized assessments that include tools such as student portfolios, capstone projects, presentations or performance-based assessments.
Oakmont Education schools will evaluate all students against their individualized plan developed at the start of the school year.		

8.1 Organization and Staffing

Personnel and understanding of roles and responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.

Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).
See Attachment :Steel City High School Org Chart		
Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech and language pathologist, school psychologists, etc.), e) other. <i>Please only include job titles.</i>
<p>Job Descriptions for all positions can be found here</p> <p>Contracted Services: SCHS will contract for Special Services using identified vendors such as PSI, Wrap Around Experts and Next Step.</p> <p>School psychologists provide direct support and interventions to students, families and other school professionals; work with school administrators to improve schoolwide practices and policies; and collaborate with community providers to coordinate needed services.</p> <p>Speech-language pathologists (SLPs) work to prevent, assess, diagnose and treat speech, language, social communication, cognitive-communication and swallowing disorders in children. In addition, speech-language pathologists provide training and education to families,</p>		

caregivers and other professionals. Additionally, they provide counseling, consultative services and work collaboratively with professionals in the educational arena to determine supports and services for the whole child.

Recruitment and Retention Plan	8.1	<p>3) Describe the plan to recruit, retain and train highly qualified personnel including how the school will meet the goals identified in Ohio’s 2015 Plan for Equity at ODE’s website at:</p> <p>https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx.</p>
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Recruitment The School is committed to making hiring decisions that are based on finding the best possible, highly qualified teachers that conform to the School mission, vision and goals. All available job postings are listed through the ODE website and other select online educational job posting forums, publications, and through community and organizational job boards, if applicable. The School seeks to recruit qualified candidates that reflect the demographic profile of the students and places job postings in target community areas with diverse populations. In the process of hiring, qualified candidates are screened by a building level team that typically includes the Director, Assistant Director, and a similar content area instructor, if possible/applicable. Candidates are interviewed and evaluated using a common interview questionnaire and the individual results of the interview team are compared. Candidates are asked to provide references upon interviewing, which may be contacted for further input either before or after the first formal interview. Before offering a position to a candidate, likely hires are asked to tour the building and shadow for at least one academic session. This real-time interaction better ensures that the candidate is a good fit for the position as the candidate can examine how the school operates while the leadership team can observe how the candidate interacts with students and other staff. This strategy has proved to be effective with numerous recent hires. All candidates and hires are evaluated to determine if they can adequately meet the requirements of the position outlined in the above sections. These descriptions were compiled by representatives of the charter management organization and appropriate building leadership representatives. Additionally, all teaching hires must have a valid Ohio teaching license and all employees must possess a clean FBI, BCII background checks completed before taking the job.

Retention: To retain high quality personnel, the school is committed to utilizing professional development programs that are appropriate for our model of teaching. As most professional development programs are designed for the traditional setting, the School will often adapt ideas from existing models to emphasize the core needs. Typically, professional development focuses on improving leadership skills for teachers, modeling best practices for our students, and mentoring. The weekly teacher-based team meetings and Response-to-Intervention meetings serve as building level PLCs. These meetings focus on best practices and integration of strategies for students who are not meeting expectations. Teachers will update and continue to communicate regarding at-risk students via email and informal conferences until student expectations are met. Generally, the team utilizes the Check-And-Connect model, a research-based intervention strategy, to monitor student progress. Monthly Building Level Leadership Team meetings reserve time to discuss any outstanding student issues. Further, members of the Building Level Leadership Team, in conjunction with the LPDC building chairperson, meet regularly with all teachers whose licenses fall under the Residency Program for new educators. Additional support and information for any teachers under these residency license requirements is available through the compliance consultant employed by the charter management organization. All teachers whose licenses fall under the residency license requirements will be provided with a trained mentor that follows the protocols for the Resident Educator Program. The charter management organization looks to guarantee the quality of teachers in each of its building through regular formal and informal personnel reviews. The charter management organization has issued a standardized performance matrix which is distributed to all staff first for a self-evaluation. This evaluation is submitted to the building Director who compares the self-assessment against his/her assessment. Results are shared with each team member through a private conference. The purpose of the evaluations is not to be punitive, but to target and measure areas of growth and improvement for the coming year. All staff members are hired at competitive salaries with the opportunity to participate in a sound health insurance program and make contributions to STRS/SERS. All staff is given the opportunity to earn additional paid time off (PTO) by volunteering time for coverage events and activities that fall outside the bounds of the normal workday. PTO is issued at the discretion of the Director. Staff members are also encouraged to maintain open lines of communication with the building administration. The school practices an open-door policy where the building leadership avail themselves to staff to discuss any suggestions or concerns that could help improve the School and its students.

[Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators](#)

The School will create a safe, technology rich environment that provides exceptional teachers and leaders for all students. To meet goals identified in Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators, the School will employ 100% Highly Qualified Teachers at ratios that meet or exceed the requirements set by both the Ohio Department of Education and Workforce and the management agreement. The School will ensure that low income and minority students have equitable access to excellent educators, by implementing measures that align with Ohio's identified four main strategies: 1. Strengthen educator preparation; 2. Target hiring and deployment barriers; 3. Improve teaching and learning conditions; and 4. Provide data to encourage strategic staffing and educator development. To prevent "ineffective teachers," throughout the school year, instructional staff will be engaged in High Quality Professional Development activities focused on our instructional methods, data driven decisions based upon formative and summative assessments, and Response To Intervention team. Teachers will engage in leadership opportunities throughout the building in order to promote commitment to the School and the students. To counteract the draw to teach at an independent or wealthy suburban school district, teachers will also be offered competitive bonuses based on student growth in math, reading, science, and social studies; overall academic skills; and overall

commitment to the values of the organization. As stated above, opportunities to earn paid time off will be available. The School will provide early hiring timelines to help assure effective and qualified teachers are hired.

The School will engage in the search for experienced and Highly Qualified Teachers through avenues such as Job and Career Fairs focused specifically on highly qualified educators, online searches and recruiting methods, partnerships with local colleges and universities, and through word of mouth from our currently satisfied teachers. The School will utilize community organizations, minority civic and professional groups, and diverse media outlets to engage staffing applicants that reflect the minority population of the students.

Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school. <i>Ratios can be no more than 29 students to 1 teacher (29:1).</i>
29 students per 1 teacher per session 29:1		
Staffing Plan for Projected Enrollment	8.1	5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate between certified teaching, para-teaching, and non-licensed staff.
Current professional development and staffing budgets have the necessary resources allocated to ensure school leadership can hire and train a high quality staff. The staffing model is listed as an attachment.		

Steel City High School

2024-25

JULY						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST							20
M	T	W	T	F	S	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

SEPTEMBER							20
M	T	W	T	F	S	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							

OCTOBER							22
M	T	W	T	F	S	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

NOVEMBER							18
M	T	W	T	F	S	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

DECEMBER							14
M	T	W	T	F	S	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

JANUARY							21
M	T	W	T	F	S	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31			

FEBRUARY							18
M	T	W	T	F	S	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28			

MARCH							21
M	T	W	T	F	S	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

APRIL							16
M	T	W	T	F	S	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30					

MAY							21
M	T	W	T	F	S	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

JUNE							15
M	T	W	T	F	S	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30							

 School Closed / Holiday

 In Service - No School for students

 First / Last Day of School

 Progress Reports

 Performance-Based Assessments

End of Course Exams: 11/27/2024 - 1/12/2025

English/Language Arts: 3/25/2025 - 4/26/2025

Math/Science/Soc. Studies: 4/1/2025 - 5/10/2025

 June Graduation

Session 1: 7:30am - 12:00pm

Session 2: 11:30am - 4:00pm

Holidays 23

In-service 9

206 Instructional Days = 927 Hrs

Performance Framework

This framework describes a comprehensive system of monitoring a community school's performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. The Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. Annually, the School will be sent a performance report showing its percentage over a certain number of years. The goal is for each School to reach 75% by the end of its fifth year of operation.

During a renewal year, the school will be evaluated on an average calculated over the four most recent years of the charter term or the number of years within the charter term that data is available. Schools may earn additional points for improvement in the total percentage from year to year.

TRADITIONAL K-12 COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale									
		Above Target				Target	Below Target		Far Below Target		
		5 Points	4.5 Points	4 Points	3.5 Points	3 Points	2.5 Points	2 Points	1.5 Points	0.5 Points	0 Points
		5 Stars (weighted x 3)	4.5 Stars (weighted x 2.5)	4 Stars (weighted x 2)	3.5 Stars (weighted x 2)	3 Stars	2.5 Stars	2 Stars	1.5 Stars	1 Star*	1 Star*
Overall Rating *Not calculated until SY 2022-2023	Overall Rating on the Local Report Card										

*Schools will receive 0.5 points based on a 1 Star rating if the schools' overall rating points are greater than or equal to the average overall rating points of all community schools.

Performance Area	Description	Scoring Scale			
		Above Target		Target	Below Target
		4 Points		3 Points	1 Point
		0 Points		0 Points	0 Points
Overall Rating vs Comparison Schools Overall Grade *Not calculated until SY 2022-2023	Number of schools in which the total points used for the Overall Rating on the Local Report Card is higher than the total points used for the Overall Rating of comparison schools listed in contract.	Outperform 4 or 5 comparison schools (weighted x 3)		Outperform 3 comparison schools (weighted x 2)	Outperform 2 comparison schools
					Outperform 1 comparison school
Performance Area	Description	Scoring Scale			

		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 Point	0 Points
Achievement	Measures students' academic achievement using each level of performance on Ohio's State Tests.	5 Stars (weighted x 2)	4 Stars (weighted x 2)	3 Stars (weighted x 2)	2 Stars (weighted x 2)	1 Star*
*Schools will receive 1 point based on a 1 Star rating if the schools' overall achievement percentage is greater than the average overall achievement percentage of its comparison schools that also received a 1 Star rating.						
Progress	Measures the academic performance of students compared to expected growth on Ohio's State Tests.	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star
*Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.						
Gap Closing	Measures the reduction in educational gaps for student subgroups. *Now includes Chronic Absenteeism	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star*
*Schools will receive 1 point based on a 1 Star rating if the schools' overall gap closing percentage is greater than the average overall gap closing percentage of its comparison schools that also received a 1 Star rating.						
Early Literacy	Measures reading improvement and proficiency for students in kindergarten through third grade.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star*
*Schools will receive 1 point based on a 1 Star rating if the schools' overall early literacy percentage is greater than the average overall early literacy percentage of its comparison schools that also received a 1 Star rating.						
Performance Area	Description	Scoring Scale				
		Above Target		Target	Below Target	Far Below Target

		4 Points		3 Points	1 Point	0 Points
Graduation Rate	Measures the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
College, Career, Workforce, and Military * Not rated until 2024-2025	Tracks post-graduation outcomes and students participating in credentials and pathways.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one star level from the previous year (ex. K-3 moves from 2 Stars to 3 Stars)					
	One additional point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One additional point given if school increases the number of schools it outperforms in either the Overall Rating or the Progress Rating. (ex: improves from outperforming one school to outperforming two schools)					
	One additional point is given if the school's percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 additional points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					

Total Points Available (100%): *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.		3
		2022-2023 33 *Based on 2022-2023 local report card
		2023-2024 and beyond 37 *Based on local report cards starting with 2023-2024
Target Points (at least a 75%): *Note: Points listed will be achieved if the school meets all target scores for all applicable measures.		2021-2022 18 *Based on 2021-2022 local report card
		2022-2023 24.75 *Based on 2022-2023 local report card
		2023-2024 and beyond 27.75 *Based on local report cards starting with 2023-2024

DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		4 Points	3 Points	0 Points
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to a majority of its comparison schools in Overall Grade, the school will be compared in the Progress Component Grade. The school will then be given credit for each school it outperforms in its comparison group in the Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥ 1
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card *Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		4 Points	3 Points	0 Points
Identified Paths to Future Success	Strategy 10 of Ohio's Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career-based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One additional point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One additional point given if school increases the number of comparison schools it outperforms in the Overall Local Report Card Grade as listed in the contract from 2 to 3 schools, from 3 to 4 schools or from 4 to 5 schools.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%)				36 *Note: 36 points are achieved if the school meets all target scores.

Organizational/Operational Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Monthly Financial and Enrollment Reports, Assessment data, Management Company Evaluation, school improvement plan, Annual Report, Five-year forecasts and Annual Budgets are submitted timely.	All Applicable Submissions were Submitted Timely	At least 75% of the applicable Submissions were submitted timely	Less than 75% of the applicable submissions were submitted timely
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Substantially Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
Additional Factors	One additional point is given if academic coaching is provided for teachers if recommended by the School Improvement Team.			
	One additional point is given for each mission-specific goal that is met for any subgroup, up to a maximum 3 points.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				10
Target Points (at least a 70%)				7 *The school should strive to achieve 7 points in this section by achieving a combination of target and above target points.

Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 Point	0 Points
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract (x2)	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current Liabilities, net of GASB 68/75 and amounts owed to Management Company)		Ratio greater than 1.5:1	Ratio 1:1 to 1.49:1	Ratio less than 1:1
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		No projected deficits in years 1-5.	No projected deficits in years 1-3	Projected deficits in years 1-3.
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
Additional Factors	One additional point will be given for schools that have EMO/CMO supporting the schools start-up/expansion expenses.			
Total Points Available (100%): *Note: Weighting is not considered in the total available points				12
Target Points (75%)				9



Intervention Attachment- 6.4

Dropout Prevention and Recovery Schools

(As defined by ORC 3314.36)



➤ **Evaluation of Local Report Card Components**

- No special technical assistance or intervention will occur for a school receiving a school rating of “Meets Standards” or better on the Overall School Rating on the Local Report Card rating as reflected in the Ohio’s School Report Card (“iLRC”) Power User Reports (or any subsequent report enacted to replace or supplement the iLRC Power User Reports) hereafter known as the “Graded Measure”.
- Any school receiving a “Does Not Meet Standards” as the Overall School Rating on the Local Report Card will be required to implement the intervention steps listed below.
- The school will continue to progress through Levels 1-3 of intervention levels until school receives a “Meets Standards” or higher for the Overall School Rating on the Local Report Card. When the school receives a grade of “Meets Standards” or higher, interventions will no longer be required.
- The Sponsor recommends the school continue to implement all interventions as best practices after achieving a “Meets Standards” or higher on the Overall School Rating.
- All schools must develop and implement a school improvement plan to address deficiencies for any component receiving a “Does Not Meet Standards” in order to maintain and improve achievement.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.36 and evaluated under 3314.017)

Level 1 Actions

After Receiving a rating of “Does Not Meet” on the following Local Report Card measure:

1. Overall School Rating

The Sponsor Will:

- A. Offer technical assistance for the development of a plan of improvement for the school or the One Plan.
- B. Require the School to review or revise a school improvement plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the school improvement plan.
- C. Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.
- D. Offer technical assistance for the development of a school professional development plan included in the school improvement plan action steps.

The School Will:

- A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement a process to identify root-cause, needs, goals, strategies, and action steps that will move the school forward.
- B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise school improvement plans inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
- C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
- D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction:
 - a. Provide resources for the deconstruction of learning standards and creation of learning target in content areas, specifically reading and math, throughout the year. Using this process systemically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative.
 - b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit.
 - c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-

	risk that meets criteria outlined by ESSA and the Ohio Department of Education.
E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.	E. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
F. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	F. Make reasonable efforts to hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The school will submit Academic Coach credentials for Sponsor review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.
	G. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
	H. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

Level 2 (School goes into “Intensive Academic Intervention” status with Sponsor)

After Receiving a second consecutive rating of “does not meet” on the following Local Report Card measure:

1. Overall School Rating

In addition to Year 1 supports, the Sponsor Will:	The School Will:
A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions.
B. Review and offer feedback on the school improvement plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.	B. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.
C. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the School Improvement Plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development.	C. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the school improvement plan. Follow guidelines presented in Ohio Standards for Professional Development.
D. Sponsor will conduct a mini audit of instructional program, resources and tools and distribute finding to the Governing Authority.	D. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from qualified educational organizations. The school will provide evidence of such.
	E. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES), or alternative, guidelines to improve academic instruction and student achievement. The school will provide evidence of such upon request.
	F. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to Governing Authority with suggestions for modification, deletions, or expansions based on the data.

Intensive Academic Intervention status denotes that the Sponsor has considered the school's specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions but will consider other options if deemed appropriate considering the school's specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a "Meets Standards" or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority's autonomy.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

Level 3 Actions

After Receiving a third consecutive rating of "does not meet" on the following Local Report Card measure:

1. Overall School Rating

If the School is not required to close by the Ohio Revised Code, the Sponsor may:

The School Will:

A. Sponsor may take over the operations of the school; and/or

A. If the School does not close as required by the Ohio Revised Code, it will continue all Level 1, Level 2 and Level 3 Actions.

B. Work with the Board to replace the operator of the school; and/or

B. Meet all requirements as outlined by the Sponsor before the Academic Probation status is lifted.

C. Place the school on Probation status and outline specific requirements for the School; and

C. Review all staff in relation to school failure and replace staff members where necessary; and/or

D. Continue to offer technical assistance towards improving academic instruction and student achievement.

D. Reconfigure the organizational structure of the school or adopt a new operational structure.

ATTACHMENT 8.3

DISMISSAL PROCEDURES FOR STAFF

Disposition of Employees if School Sponsor Contract is Terminated In the event that the School's community school contract is terminated and not renewed under R.C. 3314.07, the School will make all reasonable efforts to help employees secure positions with other schools managed by Oakmont Education, LLC or other employers and will assist employees in obtaining government benefits to which they are entitled under law. In addition, the Governing Authority or Oakmont Education, LLC will ensure:

1. that each staff member's LPDC information is current and up to date,
2. that the staff is reminded of their obligation to teach up until the date of the closing or as required by contract,
3. that the school staff members have sponsor contact information,
4. that the staff will be provided information on unemployment, COBRA eligibility, STRS/SERS implications, and
5. that the staff will receive clear timelines and procedures for the closing.

ATTACHMENT 8.4

EMPLOYEE BENEFITS

The School will provide its employees with quality, affordable, and competitive healthcare benefits as a part of its total compensation package.

Health insurance is available with a company contribution towards the premiums for all full time employees once they have met a 60 day waiting period. Each full time employee who elects healthcare will have the option of enrolling in medical, dental, and/or vision coverages as an individual or may include immediate family members.

Health insurance benefit plans are subject to change at the discretion of the Company.

Retirement contributions are made through State Teachers Retirement (STRS) for certified staff and School Employees Retirement (SERS) for classified staff.

School employees also accrue paid time off (PTO) days as stated in the employee handbook.

FY25

IRN No.:

County: Lorain

Type of School: Brick & Mortar HS

Contract Term:

School Name:

Steel City High School

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2025 through 2029, Forecasted and
the Fiscal Years Ending 2022 through 2024 Actual

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**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

Excess of Operating Receipts Over (Under)Operating Disbursements

Nonoperating Receipts/(Disbursements)

Federal Grants (all 4000 except fund 532)

State Grants (3200, except 3211)

Donations (1820)

Interest Income (1400)

Debt Proceeds (1900)

Debt Principal Retirement

Interest and Fiscal Charges

Transfers - In

Transfers - Out

Total Nonoperating Revenues/(Expenses)

Excess of Operating and Nonoperating ReceiptsOver/(Under)
Operating and NonoperatingDisbursements

Fund Cash Balance Beginning of Fiscal Year

Fund Cash Balance End of Fiscal Year

Actual			Forecasted				
Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Fiscal Year 2029
\$ -	\$ -	\$ -	\$ 1,303,900	\$ 1,955,850	\$ 2,607,800	\$ 3,259,750	\$ 3,585,725
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	5,000	7,500	10,000	12,500	13,750
\$ -	\$ -	\$ -	\$ 1,308,900	\$ 1,963,350	\$ 2,617,800	\$ 3,272,250	\$ 3,599,475
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-	-
-	-	-	1,476,670	1,929,788	2,467,905	2,927,929	2,990,885
-	-	-	168,000	41,000	47,000	48,410	49,862
-	-	-	510,000	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	16,750	31,439	32,383	33,354	34,355
-	-	-	-	-	-	-	-
\$ -	\$ -	\$ -	\$ 2,171,420	\$ 2,002,227	\$ 2,547,288	\$ 3,009,693	\$ 3,075,102
\$ -	\$ -	\$ -	\$ (862,520)	\$ (38,877)	\$ 70,512	\$ 262,557	\$ 524,373
\$ -	\$ -	\$ -	\$ 121,737	\$ 250,000	\$ 288,054	\$ 288,054	\$ 288,054
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	835,000	-	-	-	-
-	-	-	(67,233)	(165,997)	(297,760)	(304,009)	-
-	-	-	(8,053)	(26,689)	(15,926)	(5,391)	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
\$ -	\$ -	\$ -	\$ 881,451	\$ 57,313	\$ (25,633)	\$ (21,346)	\$ 288,054
\$ -	\$ -	\$ -	\$ 18,931	\$ 18,436	\$ 44,880	\$ 241,211	\$ 812,427
\$ -	\$ -	\$ -	\$ -	\$ 18,931	\$ 37,367	\$ 82,246	\$ 323,457
\$ -	\$ -	\$ -	\$ 18,931	\$ 37,367	\$ 82,246	\$ 323,457	\$ 1,135,884

Assumptions**Staffing/Enrollment**

Actual			Forecasted				
Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
2022	2023	2024	2025	2026	2027	2028	2029
Total Student FTE			100	150	200	250	275
Instructional Staff			7.00	7.00	8.00	10.00	12.00
Administrative Staff			2.00	2.00	2.50	3.00	3.00
Other Staff			1.00	2.00	2.00	3.00	3.00

Purchased Services

Rent	\$ -	\$ -	\$ -	\$ 222,000	\$ 288,000	\$ 288,000	\$ 288,000	\$ 288,000
Utilities	-	-	-	20,000	20,600	21,218	21,855	22,510
Other Facility Costs	-	-	-	108,000	111,240	114,577	118,015	121,555
Insurance	-	-	-	12,500	12,875	13,261	13,659	14,069
Management Fee	-	-	-	-	297,053	664,530	781,881	697,280
Sponsor Fee	-	-	-	39,117	58,676	78,234	97,793	107,572
Audit Fees	-	-	-	32,000	42,000	43,260	44,558	45,895
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	-	2,000	2,060	4,622	4,760	4,903
Legal	-	-	-	18,000	18,540	19,096	19,669	20,259
Marketing	-	-	-	60,000	61,800	63,654	65,564	50,000
Consulting	-	-	-	80,000	82,400	89,872	97,568	100,495
Salaries and Wages	-	-	-	555,000	596,650	689,550	910,236	1,037,543
Employee Benefits	-	-	-	144,553	148,890	153,356	157,957	162,696
Special Education Services	-	-	-	26,000	26,780	52,583	94,161	96,986
Technology Services	-	-	-	32,500	33,475	34,479	60,514	62,329
Food Services	-	-	-	10,000	10,300	15,609	21,077	24,210
Other	-	-	-	115,000	118,450	122,004	130,664	134,584
Total	\$ -	\$ -	\$ -	\$ 1,476,670	\$ 1,929,788	\$ 2,467,905	\$ 2,927,929	\$ 2,990,885

Financial Metrics

Debt Service Payments	\$ -	\$ -	\$ -	\$ 75,286	\$ 192,687	\$ 313,687	\$ 309,400	\$ -
Debt Service Coverage	0.00	0.00	0.00	-9.84	1.10	1.14	1.78	0.00
Growth in Enrollment	0.00%	0.00%	0.00%	0.00%	50.00%	33.33%	25.00%	10.00%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	-100.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	0.00%	0.00%	0.00%	50.00%	33.33%	25.00%	10.00%
Growth in Non-Operating Receipts/Expenses	0.00%	0.00%	0.00%	0.00%	-93.50%	-144.72%	-16.72%	-1449.43%
Days of Cash	0.00	0.00	0.00	0.00	0.01	0.01	0.03	0.11
Expenditures per FTE				\$ 21,714	\$ 13,348	\$ 12,736	\$ 12,039	\$ 11,182

Assumptions Narrative Summary

Fiscal Year 2025-2029 Projected Debt					
Description	Proceeds	Principle Retirement	Interest Expense	Ending Balance	Debtholder/ Creditor
FTE	\$ -	\$ -	\$ -	\$ -	
Loan	\$ -	\$ -	\$ -	\$ -	
Loan	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ 325,000.00	\$ (325,000.00)	\$ (24,000.00)	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 325,000.00	\$ (325,000.00)	\$ (24,000.00)	\$ -	

FY25 is the initial year of School operations

State Aid in FY 2025 based on 100 FTE's and increasing year over year. Funding estimated at \$13,039 / FTE.

Other revenue includes School's portion of State Casino revenue.

Federal Revenues include School lunch reimbursements and Federal Grants reimbursements (IDEA, Title 1 and Title IIA) based on current year awards.
increase in future years based on enrollment growth and enrollments from previous years.

Purchased Services:

Rents - Lease agreement \$204K per year 1st year only 11 mo and \$7k/mo.for additional Tenant improvements(begin FEB)

Other facility costs includes repairs, security, janitorial and other related cost such as snow removal and landscaping etc..

Management Fees are 18% of qualified revenues. - fees deferred in FY25 and repaid based on cash flow in FY27 & FY28

Sponsor Fees are 3% of State Foundation Payments.

Audit fees include contracted treasurer and annual audit. Increased by 3% each year

Marketing will decrease after 2028, as it included a lot of design and startup marketing related expenses over the first four years.

Consulting expense consists of thrid party EMIS consultant and other related consultants as necessary

Salaries/Wages based on current staffing and adjusted by estimates provided by the Management Company to support the growth in the student enrollments and Career Tech Programs

Employment cost are billed by the management company to the School as a purchased service.

Retirement and benefits calculated at approx 26% of Salaries.

Oakmont currently invoices the School for payroll, reimbursement expenses and management fees. Payment is made to Oakmont as funds allow.

The debt borrowings represent and anticipated note to purchase FF&E of \$510k and operating deficit line in intial year of operation

FY25

IRN No.:

Type of School: Brick & Mortar HS

Contract Term:

School Name:

Steel City High School

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
Trend- For the Fiscal Year 2025

Actual				Forecasted												
Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
\$ -	\$ -	\$ -	\$ 1,303,900				\$ 434,633	\$ 108,658	\$ 108,658	\$ 108,658	\$ 108,658	\$ 108,658	\$ 108,658	\$ 108,658	\$ 108,658	
-	-	-	-													
-	-	-	-													
			5,000				556	556	556	556	556	556	556	556	556	
\$ -	\$ -	\$ -	\$ 1,308,900	\$ -	\$ -	\$ -	\$ 435,189	\$ 109,214	\$ 109,214	\$ 109,214	\$ 109,214	\$ 109,214	\$ 109,214	\$ 109,214	\$ 109,214	
\$ -	\$ -	\$ -	\$ -	\$ -												
-	-	-	-													
-	-	-	-	1,476,670	101,296	118,296	118,296	131,335	121,556	121,556	121,556	128,556	128,556	128,556	128,556	
-	-	-	-	168,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	
-	-	-	-	510,000	-	-	510,000	-	-			-	-	-	-	
-	-	-	-	-												
-	-	-	-	16,750	1,396	1,396	1,396	1,396	1,396	1,396	1,396	1,396	1,396	1,396	1,396	
\$ -	\$ -	\$ -	\$ -	\$ 2,171,420	\$ 116,692	\$ 133,692	\$ 643,692	\$ 146,731	\$ 136,952	\$ 136,952	\$ 136,952	\$ 143,952	\$ 143,952	\$ 143,952	\$ 143,952	
\$ -	\$ -	\$ -	\$ -	\$ (862,520)	\$ (116,692)	\$ (133,692)	\$ (643,692)	\$ 288,458	\$ (27,738)	\$ (27,738)	\$ (27,738)	\$ (34,738)	\$ (34,738)	\$ (34,738)	\$ (34,738)	
\$ -	\$ -	\$ -	\$ -	\$ 121,737				\$ -	\$ -	\$ -	\$ 20,290	\$ 20,290	\$ 20,290	\$ 20,290	\$ 20,290	
-	-	-	-	-												
-	-	-	-	-												
-	-	-	-	-												
-	-	-	-	-												
-	-	-	-	835,000	120,000	131,000	645,000	(250,000)								
-	-	-	-	(67,233)						30,000						
-	-	-	-	(8,053)	-	-	-	-	-	-						
-	-	-	-	-												
-	-	-	-	-												
\$ -	\$ -	\$ -	\$ -	\$ 881,451	\$ 120,000	\$ 131,000	\$ 645,000	\$ (250,000)	\$ -	\$ 30,000	\$ 20,290	\$ 40,232	\$ 39,232	\$ 35,232	\$ 35,232	
\$ -	\$ -	\$ -	\$ -	\$ 18,931	\$ 3,308	\$ (2,692)	\$ 1,308	\$ 38,458	\$ (27,738)	\$ 2,262	\$ (7,448)	\$ 5,494	\$ 4,494	\$ 494	\$ 494	
\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,308	\$ 616	\$ 1,924	\$ 40,382	\$ 12,644	\$ 14,907	\$ 7,458	\$ 12,953	\$ 17,447	\$ 18,436	
\$ -	\$ -	\$ -	\$ -	\$ 18,931	\$ 3,308	\$ 616	\$ 1,924	\$ 40,382	\$ 12,644	\$ 14,907	\$ 7,458	\$ 12,953	\$ 17,447	\$ 17,942	\$ 18,931	
\$ -	\$ -	\$ -	\$ -	\$ 222,000	\$ -	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 17,000	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000	
-	-	-	-	20,000	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	
-	-	-	-	108,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	
-	-	-	-	12,500	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	
-	-	-	-	-												
-	-	-	-	39,117				13,039	3,260	3,260	3,260	3,260	3,260	3,260	3,260	
-	-	-	-	32,000	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
-	-	-	-	2,000	167	167	167	167	167	167	167	167	167	167	167	
-	-	-	-	18,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	
-	-	-	-	60,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
-	-	-	-	80,000	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	
-	-	-	-	555,000	46,250	46,250	46,250	46,250	46,250	46,250	46,250	46,250	46,250	46,250	46,250	
-	-	-	-	144,553	12,046	12,046	12,046	12,046	12,046	12,046	12,046	12,046	12,046	12,046	12,046	
-	-	-	-	26,000	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	
-	-	-	-	32,500	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	2,708	
-	-	-	-	10,000	833	833	833	833	833	833	833	833	833	833	833	
-	-	-	-	115,000	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	
\$ -	\$ -	\$ -	\$ -	\$ 1,476,670	101,296	118,296	118,296	131,335	121,556	121,556	121,556	128,556	128,556	128,556	128,556	

IRN No.

Community School Budget

County: Lorain

Steel City High School
Budget for Fiscal Year 2025

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2300 -2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object	A	B	C	D	E	F	G	H	I	J	K
Salaries 100											\$ -
Retirement Fringe Benefits 200	\$ -		\$ -								\$ -
Purchased Services 400	\$ 548,468.10	\$ 408,334.90	\$ 99,117.00	\$ 50,000.00	\$ 362,500.00	\$ 2,000.00	\$ 10,000.00	\$ 2,500.00		\$ -	\$ 1,482,920.00
Supplies 500	\$ 168,000.00										\$ 168,000.00
Capital Outlay 600	\$ 510,000.00										\$ 510,000.00
Other 800										\$ 16,750.00	\$ 16,750.00
Total	\$ 1,226,468.10	\$ 408,334.90	\$ 99,117.00	\$ 50,000.00	\$ 362,500.00	\$ 2,000.00	\$ 10,000.00	\$ 2,500.00	\$ -	\$ 16,750.00	\$ 2,177,670.00

Budget Per Pupil

Estimated Student Enrollment	100	\$12,264.68	\$4,083.35	\$991.17	\$500.00	\$3,625.00	\$20.00	\$100.00	\$25.00	\$0.00	\$167.50	\$21,776.70
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	Steel City	Grants	Total	
FTE	100		100	
Per Student Funding	\$13,039		\$13,039	FY23 per student funding through March

Revenues

State Funding	\$ 1,303,900	\$ -	\$ 1,303,900	FTE x per student funding
Federal Rev - School L/B Reimb		-	-	
Federal Revenue - IDEA		32,500	32,500	Assumed based on FY23 Allocation
Federal Revenue - Title I		67,500	67,500	Assumed based on FY23 Allocation
Federal Revenue - Title IIA		11,737	11,737	Assumed based on FY23 Allocation
Federal Revenue - Title IVA		10,000	10,000	Assumed based on FY23 Allocation
State Casino Revenue	5,000	-	5,000	Est. \$50/FTE
Miscellaneous Revenue			-	

Total Revenues	\$ 1,308,900	\$ 121,737	\$ 1,430,637	
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Expenses

Employment - Purchased service	599,553	100,000	699,553	Steel City full year
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Total Employment Expense	599,553	100,000	699,553	
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Facility Costs - Rent	222,000	-	222,000	Lease \$17,000/mo plus improvement allowance \$7k/mo (Aug start)
Facility Costs - Security	65,000	-	65,000	1 Guard & Security install \$20K
Facility Costs - Janitorial	30,000	-	30,000	
Facility Costs - Rep & Maint.	5,000	-	5,000	
Facility Costs - Other	8,000	-	8,000	
Facility Costs - Utilities	20,000	-	20,000	

Total Facility Expense	350,000	-	350,000	
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Professional Fees - Consulting	95,132	10,869	106,000	PSI
Professional Fees - Developmnt	29,132	10,869	40,000	
Professional Fees - Mgt. Fees	256,615	-	256,615	18% qualified gross revenues
Professional Fees - Legal	18,000		18,000	
Professional Fees-Sponsor Fees	39,117		39,117	3% state aid
Prof Fees - Audit and Acctng	32,000		32,000	Board Treasurer, Annual audit
Marketing	60,000		60,000	Increased marketing campaigns & Signage
Insurance	12,500		12,500	

Total Professional Fees	542,495	21,737	564,232	
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Office Expense - Travel & Mtgs	9,000	-	9,000	
Office Expense - Telephone	13,000		13,000	

Office Expense - Postage	3,000		3,000	
Office Expense - Internet	15,000		15,000	
Office Expense - Copier	7,500		7,500	
Office Expense - Supplies	30,000		30,000	
Office Expense - Other	25,000		25,000	
Total Office Expenses	102,500	-	102,500	
Office Exp - Classrm Supplies	125,000	-	125,000	CTE; start-up costs
Office Health Supplies	1,000		1,000	
Office Exp - Educ Software	12,000		12,000	
Office Expense - Tech Supplies	32,500		32,500	
Student Support - Food Service	10,000	-	10,000	
Student Support - Transport	2,000		2,000	
Studnt Supprt -Studnt Incent.	2,500	-	2,500	
Total Student Support	185,000	-	185,000	
Interest Expense	8,053		8,053	Note schedules
Bank Fees	1,750		1,750	
Miscellaneous Expense	15,000	-	15,000	Board Stipends, Board Expenses
Total Other Expense	24,803	-	24,803	
Total Expenses	\$ 1,804,351	\$ 121,737	\$ 1,926,088	
Net Income (Loss)	\$ (495,451)	\$ -	\$ (495,451)	