

Ohio Community School Contract
A+ Children's Academy

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Community School Contract

This Ohio Community School Contract (the "Agreement"), effective the 1st day of July 2022, is made and entered into between the Ohio Department of Education (the "Sponsor") and the governing authority ("Governing Authority") of A+ Children's Academy, a public community school organized as an Ohio public benefit corporation (the "School") (collectively, the "Parties").

Background Information

The Sponsor operates pursuant to Ohio Revised Code ("ORC" or "Revised Code") Chapter 3314 and has the authority to sponsor community schools and establish the Ohio Department of Education Office of Ohio School Sponsorship to perform the sponsorship duties pursuant to ORC 3314.029.

The Governing Authority of the School desires to continue to operate under the oversight of the Sponsor.

The Ohio Department of Education ("Department") approved the continuation of sponsorship for a term as designated in Section 1B of this Agreement.

Provisions

Now therefore, in consideration of the foregoing recitals and the mutual understandings, releases, covenants and payments contained herein, the Parties agree as follows:

Section 1 Charter and Term

- A. The Sponsor agrees that the Governing Authority may continue to operate a start-up, brick and mortar Ohio public community school as permitted by law, subject to all applicable federal regulations and laws, the laws of the State of Ohio and to the terms of this Agreement.
- B. This Agreement is effective as of July 1, 2022 and shall continue through June 30, 2025. Any renewal of the School shall be subject to the School meeting requirements of this Agreement including performance standards and meeting the application criteria of the Sponsor, and is subject to the provisions of ORC 3314.07.
- C. The Governing Authority may carry out any act or ensure the performance of any function that is in compliance with Ohio Community School Law (ORC Chapter 3314), the Ohio Administrative Code, and all relevant federal and state laws, as well as those outlined in this Agreement.
- D. Before executing this Agreement, the School's Governing Authority must pass a resolution in a public board meeting approving the Community School Contract and authorizing one or more individuals to execute this Agreement for, and on behalf of the School's Governing Authority, with full authority to bind the School's Governing Authority.
- E. The Governing Authority shall employ an attorney independent from the Sponsor and the Operator (education management organization or charter management company), if applicable, for any negotiation of this Agreement or its amendments.

Section 2 Governing Authority and Corporate Status of School

2.1 Community School Corporate Status

The School is a community school incorporated as an Ohio public benefit corporation pursuant to ORC Chapter 1702. The School shall continue to operate as an Ohio public benefit corporation and shall ensure that its operation is in accordance with its Articles of Incorporation, which is attached to this Agreement as **Attachment 1**. The School has applied for and is qualified as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. A copy of the tax-exempt determination letter is attached to this Agreement as **Attachment 2**. The School is subject to Ohio laws that apply to all community schools, now existing and as subsequently enacted or amended, and all Sponsor required policies. Further, the School is a public entity within the meaning of Ohio Revised Code, and is additionally subject to the Ohio Sunshine Laws, which includes the Open Records Act ORC 149.43 and Open Meetings Act ORC 121.22.

2.2 Compliance with Agreement

The School will be bound by and operated in a manner consistent with the terms of this Agreement so long as such terms are in accordance with state, federal and local rule and law.

2.3 Corporate Purpose

The purpose of the corporation, as set forth in its Articles of Incorporation, will be limited to the operation of a community school pursuant to ORC 3314.01, et seq. according to all applicable laws and rules.

2.4 Governance

The School represents that it is and shall maintain its status as a public benefit corporation. The Articles of Incorporation and Code of Regulations of the School will provide for governance of the operation of the School in a manner consistent with this Agreement, and state and federal law. The Articles of Incorporation and current Appointment of a Statutory Agent are attached to this Agreement as **Attachment 1**.

2.5 Code of Regulations (Bylaws)

The Code of Regulations must include a provision that the corporation will be governed by a Governing Authority of not less than five (5) members. The Governing Authority shall attempt to have a majority of the members comprised of individuals who live or work in the county of which the School is located or not more than 50 miles from the School. No member of the Governing Authority shall serve on the Governing Authority of more than five (5) community schools at the same time as outlined in ORC 3314.02(E)(3). No member of the Governing Authority shall serve as a member of a school district board of education. The names, electronic mail addresses, preferred contact telephone number, biographical vitae accurately reflecting experience, education, and other professional information of the current members of the Governing Authority is provided to the Sponsor. Any change of Governing Authority membership shall require prompt notification to the Sponsor with name, contact information and biographical information or resume. The names of all Governing Authority Members and electronic mail address used for School business are attached to this Agreement as **Attachment 3**. A description of the process by which the Governing Authority of the School shall be selected in the future and the process by which the Governing Authority addresses conflicts of interest shall also be included in **Attachment 3** (unless these processes are outlined in the Code of Regulations, attached to this Agreement as **Attachment 4**).

2.6 Membership of Governing Authority

- A. The Governing Authority shall consist of no fewer than **five (5)** members. All governing authority members must comply with ORC 3314.02(E) and any other applicable law, rule, or regulation.
- B. Limitations on Membership. No present or former member, or immediate relative of a present or former member of the Governing Authority shall be an owner, employee, or consultant of the community school's Sponsor or Operator, unless at least one (1) year has elapsed since the conclusion of the person's membership on the Governing Authority. Any individual under final consideration for appointment to the Governing Authority shall have an Ohio and federal background check conducted in the manner described in ORC 3319.39 and at least every five (5) years thereafter, unless the individual was a resident of Ohio for the five (5) preceding years in which case only an Ohio background check is required. The results of these background checks shall be maintained at the School and the School shall obtain the consent of prospective Board members to release their criminal background check results to the Sponsor.
- C. Annual Verification of Findings for Recovery. All Governing Authority members shall undergo an annual verification that no findings for recovery have been issued against any members of the Governing Authority, via a search of the Auditor of State database. If an unresolved finding for recovery is found, the Sponsor may require that the member or member(s) must immediately resign from the Governing Authority and may prohibit the individual from serving until such time that all findings for recovery have been resolved.
- D. Conflict-Of-Interest Disclosure. Each member of the Governing Authority shall annually, by **October 30** of each year, or within 30 days of becoming a member of the Governing Authority, file a conflict-of-interest disclosure statement with the School setting forth the names of any immediate relatives, as defined in ORC 3314.02(E)(1), or business associates employed by any of the following within the previous three (3) years:
- The Sponsor;
 - The operator as defined by ORC 3314.02(A)(8);
 - A school district or educational service center that has contracted with the School; or
 - A vendor that is or has engaged in business with the School.
- E. Annual Disclosures. The Governing Authority must provide the following items to the Sponsor no later than **October 30** of each year or **within thirty (30) days of becoming a member** of the Governing Authority:
- Resume or biographical vitae;
 - Signed Annual Conflict of Interest Disclosure Statement; and
 - Signed Attestation confirming compliance with all provisions listed in ORC 3314.02(E).
- F. Sponsor Attendance at Governing Authority Meetings. At all times, the Sponsor's designee shall be granted all rights and privileges associated with being an ex-officio non-voting member of the Governing Authority, but the Sponsor shall not be considered a member of the Governing Authority under any provision of Ohio law or this Agreement. If the Governing Authority enters

into executive session to discuss its contractual relationship with the Sponsor or its designee, or to discuss matters of attorney client privilege, such individual may be excused from executive session for that discussion at the sole discretion of the Governing Authority. The Sponsor's designee may attend executive sessions for all other reasons. When any Sponsor representative or designee is included in an executive session, he/she will abide by all applicable confidentiality rules.

2.7 Governing Authority Required Training

A. All Governing Authority members shall complete at least five (5) hours of required training annually conducted by the Governing Authority's counsel, Sponsor, or an entity pre-approved by the Sponsor. Training includes:

- As required by ORC 3314.037, all members of the Governing Authority, the designated fiscal officer of the School, the chief administrative officer, and other administrative employees of the School with decision making authority, and all individuals performing supervisory or administrative services for the School under a contract with the operator of the School, shall complete training on an annual basis on the public records and open meetings laws and provide evidence of completed training to the Sponsor, so that they may comply with those laws as prescribed by ORC 3314.03(A)(11)(d).
- All members of the Governing Authority, the designated fiscal officer of the School, the chief administrative officer, other administrative employees of the School with decision making authority, and all individuals performing supervisory or administrative services for the School under a contract with the operator of the School must complete annual Ethics training as approved by the Sponsor. The evidence of completed training must be provided to the Sponsor as requested.
- Annually review Roles and Responsibility, Fiscal Management, Community School Governance, Compliance and/or training that addresses relevant subject matter as provided by the Sponsor.

B. All first-year Governing Authority members must receive the following required training within six (6) months of election or appointment: 1) public records and open meetings laws training, 2) ethics training, and 3) Governing Authority roles and responsibilities. Proof of completion of training shall be provided to Sponsor.

2.8 Governing Authority Compensation

The Governing Authority may provide by resolution, for the compensation of each of its members in accordance with Ohio law. 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 (3) 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. Virtual or in-person trainings lasting sixty (60) minutes or less should not warrant compensation.

2.9 Governing Authority Meetings

The Governing Authority must hold a minimum of **six (6)** regular meetings per year. The calendar of all regular meetings shall be provided to the Sponsor in writing at the beginning of each school year but no later than August 1 of each school year. Notice of such regular meetings along with all meeting materials shall be provided to the Sponsor at least seven (7) business days prior to the scheduled meeting. The School shall arrange for video or telephonic participation by the Sponsor for all meetings. Notice of additional regular meetings or special meetings must be sent to the Sponsor as soon as scheduled, and in no case with less than twenty-four (24) hours advanced written notice, along with a telephone call invitation. The Governing Authority shall adopt a policy stating how it will notify the public of all meetings and comply with Ohio Open Meetings Laws. Minutes of each meeting must be provided to the Sponsor and must include enough facts and information to permit the public to know each item the Governing Authority discussed, the results of all votes, and reports or documents presented at the meetings. All minutes, board meeting notices, resolutions, and other related documents must be made available to the public at the school building pursuant to the Ohio Public Records Act and ORC 121.22.

2.10 Governing Authority Required Committees

The Governing Authority shall create a finance committee and other committees as needed and determined by the Governing Authority. The finance committee shall include the treasurer and shall review all financial related documents, contracts, and expenditures as stated in Section 15 prior to presentation to the Governing Authority for approval.

2.11 Non-Commingling

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization. The School's fiscal officer shall be responsible for ensuring that school funds are properly spent and accounted for each month to the Sponsor and Governing Authority as stated in Section 7.3. Failure to comply with this section may result in immediate action by the Sponsor up to and including immediate termination.

Section 3 School Leadership

3.1 Community School Leadership

The Principal is responsible for the daily operations of the School. The Governing Authority authorizes the Principal, the on-site School Leader, to serve as a contact person for the Sponsor. The School shall immediately notify the Sponsor in writing with any change in the identity of the School's leadership.

The organizational structure, management/administration, and Governing Authority relationships must be accurately reflected in an organizational chart attached as **Attachment 5**. A written narrative that describes the working relationship and responsibilities with each entity and school personnel job descriptions must be included in **Attachment 5**. Any modification to the organizational structure must be submitted in writing to the Sponsor as a contract modification request prior to implementation.

3.2 Opening

The School shall meet all the Opening and Closing Assurances described in **Appendix 1 and provide required documentation as evidence to the Sponsor**, as contained in ORC Chapter 3314 and as

modified by the Department, no later than ten (10) business days **before** the School's first date of instruction in year one of the School's operations. Subsequent years will follow Sponsor opening requirements. Failure to timely fulfill any material term of the Opening and Closing Assurances shall be considered a material violation of conditions, standards, or procedures provided for in the Agreement and shall be grounds for Sponsor intervention, which may include suspension or termination of this Agreement. The School shall begin operation for the academic year no later than September 30th by teaching the minimum number of students permitted by this Agreement in Section 13.3, unless the mission of the School is solely to serve dropouts or the Sponsor is rated "exemplary" for two (2) consecutive years.

3.3 Required Sponsor Training for School Employees

The School agrees to attend all required trainings provided by the Sponsor (for which at least seven (7) days notice is provided). Mandatory trainings include an annual August virtual or in-person all-school training/conference and up to six (6) mandatory professional development conferences per year. These mandatory trainings may occur in-person, or through tele-conference or video-conference. Additional voluntary training and/or professional development opportunities may be available throughout the year and are considered voluntary. Note that these mandatory trainings and/or professional development sessions are in addition to any training sessions required by the Department.

Section 4 Sponsor Assurances

4.1 Sponsor Rights to Review

Pursuant to the Sponsor's authority for oversight, monitoring, and providing technical assistance to the School, the School shall operate and shall be accountable to the Sponsor subject to all applicable federal and state laws and regulations, and Sponsor policies and regulations. All records established and maintained in accordance with the provisions of this Agreement, policies, and federal and state law and regulations shall, subject to the limitations set forth below, be open to read-only inspection and review and made available in a timely manner to Sponsor officials. The School and Sponsor agree and state that the Sponsor is an authorized representative of a state educational authority and that Sponsor officials have a legitimate educational interests in education records which contain personally identifiable information of a student (provided that such information is redacted) within the meaning of the Family Educational Rights and Privacy Act ("FERPA") and its corresponding regulations. Records include, but are not limited to read-only access the following:

- School policies, and procedures
- Education records, including but not limited to, student cumulative files, and student records including individualized education programs ("IEPs") and evaluation team reports ("ETRs") with student personally identifiable information and other protected information redacted;
- Corporate records of the School including governing authority meeting minutes;
- Financial records;
- Educational program, including test administration procedures and student protocols;
- Personnel records, including evidence that criminal background checks have been conducted, with confidential information such as medical information and social security numbers redacted;
- School operations, including health, safety and occupancy requirements; and,

- Inspection reports of the facility or facilities.
- Any corrective action notices, threat of pending law suit or legal proceedings.

4.2 Sponsor Visits to School

The Sponsor may make announced or unannounced visits to the School to fulfill its oversight responsibilities. However, except in emergencies, and when directed by the Director of the Office of School Sponsorship or the Director's designee, visits should be prearranged in a professional manner with at least twenty-four (24) hours notice to the School's leader to avoid needless disruption of the School's educational and testing process and programming.

4.3 Complaints Received Regarding the School

The Sponsor agrees to notify the School as soon as practicable regarding any substantive complaints about the School that the Sponsor receives, whether verbal or written and whether from the Department of Education, Office of Community Schools, directly from an individual, or any other entity. The notification shall be made within three (3) business days of receipt of the complaint by the Sponsor and shall include information about the substance of the complaint. In the case of anonymity, the School will address any verifiable facts and report to the Sponsor. Upon receipt of any complaint, the School must provide a written initial response to the Sponsor within five (5) business days and a supplemental response within fifteen (15) business days or such additional time as agreed to by the Sponsor. This response must include actions taken or proposed to be taken by the School to resolve the complaint. Investigation of complaints may warrant a site visit, review of records, interviews with school staff and submission of evidence that the complaint has been resolved. All written responses from the School are subject to review by the Sponsor. The Sponsor will notify the School if its written response is satisfactory or if the School needs to take further action to resolve the complaint.

4.4 School Health or Safety Issues

The School shall immediately notify the Sponsor (by email or any other practical and timely method) of any emergency with circumstances requiring School closure, lockdown, or any other action that may affect School health or safety. The School shall provide to the Sponsor a calendar of planned emergency drills including, without limitation, fire, tornado, and lockdown drills.

4.5 Academic Performance, Data Monitoring and Review Process

Annually, the Sponsor will review the School's most recent report card. The School shall take time to review and analyze the data and determine areas of improvement and determine if the plan (developed under the Ohio Improvement Process) should be modified based upon the report card data. The School has established multi-year academic improvement goals and targets that are agreed to by the School and Sponsor. These goals may be amended from time to time based upon review of data, such amended goals may be altered after approval by the Sponsor and the Governing Authority. The academic and report card performance goals and targets may be amended by the Sponsor to include any new report card measures that may be added during the term of this Agreement. The Sponsor will annually review the performance of the School and may add improvement goals that the School shall implement in order to meet the academic goals and objectives established by the Sponsor. A copy of the Sponsor's Performance Framework is attached as **Appendix 2**.

4.5 Sponsor Access to Student Records

The School shall annually make available, information regarding special education and related services for students enrolled in the School to Sponsor officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act ("FERPA") in order to comply with reporting requirements imposed by applicable state or federal law. Such information shall include all funding received for special education and related services and how such funds were expended. The School shall timely make available to the Sponsor, information regarding special education and related services for students enrolled in the School. The Sponsor shall have read-only access and shall use such information exclusively for fulfillment of its oversight and monitoring responsibilities or for compliance with the law and shall not use such information acquired from the School for any other purpose. Notwithstanding anything to the contrary above or herein, the Sponsor shall not have access to personally identifiable information of students or confidential information.

Section 5 School Assurances

5.1 School Compliance

The School agrees that it shall comply with all requirements set forth in ORC Chapter 3314, as currently written or amended during the term of this Agreement.

5.2 Minimum number of Students

Provide learning opportunities to a minimum of forty (40) students, subject to the agreed minimum enrollment requirements set forth in Section 13, for a minimum of nine hundred twenty (920) hours per school year. Enrollment shall be limited to no more than the occupancy permitted for the building; unless a change in this provision of the Agreement has been requested by the Governing Authority and approved by the Sponsor.

5.3 Compliance with ORC Chapter 3314.03

Comply with ORC 9.90 (Purchase or procurement of insurance), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings), 149.43 (Availability of public records for inspection and copying), 2151.357, (Institution receiving children required to make report), 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 tests), 3301.0712 (College and work ready assessments), 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 to parents and board), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding sudden cardiac arrest), 3313.608 (Fourth grade reading capability), 3313.609 (Grade promotion and retention policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program 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 interaction with peace officers),

3313.6026 (FAFSA data sharing agreement), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6411 (Providing report card to parent), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil; from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences), 3313.669 (Establishing Threat Assessment Teams), 3313.6610 (Registration with SaferOH), 3313.67 (Immunization of pupils – immunization records – annual summary), 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), 3313.716 (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), 3313.7112 (Diabetes care), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.818 (Breakfast programs), 3313.86 (Health and safety review), 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), 3319.077-.078 (multi-sensory structured literacy certification), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 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), 3320.01-3320.03 (Ohio Student Religious Liberties Act of 2019); 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.041 (Excused absences for certain extracurricular activities), 3321.13 (Duties of teacher or 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 any 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), 3323.251 (dyslexia screenings), 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 (Emergency management plans including revisions established via House Bill 404), and 5705.391 (Board of education spending plan), ORC Chapters 117. (Auditor of State), 1347. (Personal Information Systems), 1702. (Non-Profit Corporation Law), 2744. (Political Subdivision Tort Liability), 3307 (State Teachers Retirement System), 3309 (Public School Employees Retirement System), 3314. (Community Schools), 3365. (Post-Secondary Enrollment Options Program), 3742. (Lead Abatement), 4112. (Civil Rights Commission), 4123. (Workers’ Compensation), 4141. (Unemployment Compensation), and 4167. (Public Employment Risk Reduction Program) as if it was a school district and ORC 3301.0714 (Guidelines for statewide education management information system) as specified in ORC 3314.17 (Statewide education management

information system). The School shall comply with these Sections and Chapters now in effect and as amended from time to time during the term of this Agreement.

Comply with ORC Chapter 102. and ORC 2921.42.

Comply with ORC 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3314.6114 except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the Governing Authority of the community school rather than the curriculum specified in ORC Chapter XXXIII or any rules of the State Board of Education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in ORC 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in ORC 3313.603(C), unless the person qualifies under 3313.603(D) or (F). Each school shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the state board of education under divisions (J)(1) and (2) of section 3313.603 of the Revised Code. Beginning with the 2018-2019 school year, the school shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the department under division (J)(3) of section 3313.603 of the Revised Code.

If the School is a high school program and will be offering career technical or CBI programs, the plan description for these programs must be included in the educational plan and must comply with the criteria for student participation in ORC 3314.08(H)(2).

5.4 School Annual Report (ORC 3314.03)

Per ORC 3314.03(A)(11)(g), the Governing Authority must submit, within four (4) months after the end of each school year, an Annual Report in a format approved by the Sponsor, with information required by the Sponsor and a list of its activities and progress in meeting all applicable report card measures, and the unique objectives of the School's Educational Plan, which are included in **Attachment 6** and its progress in meeting academic and non-academic performance goals and standards, its financial status and progress of meeting the goals and standards of this Agreement to the Sponsor, and to the parents of all students enrolled in the School.

A draft report shall be provided to the Sponsor for review and input at least two (2) weeks prior to the distribution of the Annual Report. At the request of the Sponsor, a representative of the Governing Authority and the School shall attend a pre-arranged meeting of the Sponsor to present the Annual Report to the Sponsor in detail for discussion.

5.5 Teacher Licensure (ORC 3314.03)

Ensure all teachers are properly licensed pursuant to ORC 3319.22 through 3319.31. However, the School may engage noncertificated persons to teach up to twelve hours per week pursuant to ORC 3319.301 or up to forty hours per week if the school operates a dropout prevention and recovery

395 program and the individual is teaching in an industry recognized credential program pursuant to ORC
396 3319.301 and obtaining proper certification and/or permits by the Department.

397 **5.6 Nonsectarian (ORC 3314.03)**

398 Be nonsectarian in its programs, admissions policies, employment practices, and all other operations,
399 and will not be operated by a sectarian school or religious institution.

400 **5.7 Recognize the Authority of State Agencies**

401 The authority of public health and safety officials to inspect the facilities of the school and to order the
402 facilities closed if those officials find that the facilities are not in compliance with health and safety laws
403 and regulations.

404 The authority of the Department, as the community school oversight entity, to suspend the operation of
405 the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the
406 School that pose an imminent danger to the health and safety of the School's students and employees
407 and the Sponsor does not take such action.

408 **5.8 Additional Assurance (ORC 3314)**

409 Comply with ORC 3313.801 as if it were a school district unless the School is an on-line (e-school).

410 If the School operates a preschool program that is licensed by the Department under ORC 3301.52 to
411 3301.59, the School shall comply with ORC 3301.52 to 3301.59 and the minimum standards for
412 preschool programs prescribed in rules adopted by the state board under ORC 3301.53.

413 The School must arrange for providing healthcare and benefits to employees.

414 If the School is an on-line (e-school) or is designated as a blended learning School, it must comply with
415 ORC 3314.21 and the requirements stated in the Specialized Education Model Requirements in
416 **Appendix 4.**

417 If the School operates a dropout-prevention and recovery school, it must comply with all provisions of
418 statute and administrative rule and must comply with the requirements stated in the Specialized
419 Education Model Requirements in **Appendix 4.**

420 The School will comply with section 3321.191 of the Revised Code, unless it is an internet- or computer-
421 based community school that is subject to section 3314.261 of the Revised Code.

422 The Governing Authority of the School must adopt an enrollment and attendance policy and ensure that
423 the School enacts a process that requires a student's parent to notify the School when there is a change
424 in the parent's or student's primary address. The policy and process must include periodic notification to
425 parents.

426 The Governing Authority of the School must adopt a policy and process by which student residence
427 information is verified on a regular basis. The policy and process must include a verification upon
428 enrollment, periodically throughout the school year and at the end of each school year.

429 Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the
430 following:

- An internet or computer-based community school; or
- A community school in which a majority of the enrolled students are children with disabilities as described in ORC 3314.35(A)(4)(b) of the Revised Code.

5.9 Statutory References

The statutory references in this section are currently provided for and required to be in this Agreement pursuant to ORC 3314.03, which is subject to amendment by the General Assembly. All references in this Agreement to Ohio Revised Code (ORC) Sections shall refer to most current statute as may be amended during the term of this Agreement.

5.10 School Contracts must Contain Right to Cancel

Except as otherwise permitted by the Agreement or the Sponsor, all contracts entered into by the School with third parties shall provide for a right to cancel, terminate, or non-renew, effective upon the expiration date or suspension of this Agreement, provided such a provision is agreed upon by the third party. This includes contracts with teachers and non-teaching staff. Notwithstanding the foregoing, this provision shall not affect any existing contracts or agreements between the School and any third party that precede the date of this Agreement.

5.11 Annual Review of Contract

As organized by the Sponsor, the Governing Authority of the School and the Sponsor must meet at least once yearly, to review the terms and provisions of this Agreement. The Governing Authority and Sponsor may consider modifying the contract if mutually approved by the Parties.

5.12 Auditor of State Bond (if applicable)

If the School opened after February 1, 2016, the Governing Authority of the School must either post a bond in the amount of \$50,000 or deposit cash in that amount, with the Auditor of State in accordance with ORC 3314.50, and the Department may withhold funding pursuant to ORC 3314.191 if the bond is not posted or cash deposited pursuant to ORC 3314.50 or as otherwise provided for by law. If the School is operated by an operator as defined by ORC 3314.02(A)(8), the operator may deposit cash in the amount of \$50,000 or provide a written guarantee of payment which shall obligate the management company to pay the costs of audits of the School up to an amount of \$50,000 with the Auditor of State in accordance with ORC 3314.50.

5.13 School Records

The School agrees to comply with all federal, state, and Sponsor record keeping requirements including those pertaining to students, governance, and finance. All financial records shall comply with the standards for financial reporting as set forth in ORC 3301.07(B)(2). The School shall be notified within ten (10) business days following adoption of new or materially modified Sponsor policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the Department's student information system. In addition, the School shall ensure that records for students enrolling in the School or other schools are transferred as quickly as possible. Financial records shall be reconciled at least monthly. All public records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. **The School further agrees to assist the Sponsor in accessing (in a read-only**

manner) or reviewing any records as part of its oversight responsibility or to address its compliance requirements. In addition, to assist the Sponsor in evaluating and monitoring the performance of the School, the School shall provide the Sponsor with READ ONLY access to all of the Department's systems, including but not limited to: Education Management Information System (EMIS); Secure Data Center (SDC); Comprehensive Continuous Improvement Plan (CCIP); OEDS data, and the Compliance System so that the Sponsor may adequately evaluate the performance of the community school so long as educational records or information required to be kept confidential is not accessible to the Sponsor. Further, the School agrees to consent and sign any documentation required to grant read-only access to any of the systems.

5.14 Audit documents and Special Audits

The School shall submit to the Sponsor no later than four (4) months after the end of each fiscal year the reports that will be generated and submitted to the Ohio Auditor of State and are statutorily due to the Auditor no later than one hundred fifty (150) days following the close of the fiscal year as currently required, or as may be amended during the term of this Agreement.

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

- Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the School's finances;
- Improperly maintained its financial records; and/or
- Insufficient financial controls appear to be occurring.

The costs of the audit shall be paid by the School. Prior to ordering the special financial audit, the Sponsor shall notify the School Governing Authority of its intention to order a special audit and provide a written explanation as to why such a request is being made. The Sponsor shall give the School thirty (30) days to cure any perceived financial issue prior to ordering the special financial audit.

Section 6 Notification to Sponsor

6.1 Timely Notice

The School shall within twenty-four (24) hours notify the Sponsor, the Department, and other appropriate authorities in the following situations:

- The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law; or
- Any complaints filed against the School or Governing Authority by or with any governmental agency.

6.2 Immediate Notice

The School shall immediately notify the Sponsor of any of the following:

- Conditions that may cause it to materially vary from the terms of this Agreement, or applicable Sponsor requirements, or significant and ongoing violations of applicable federal or state law or administrative rule;

- Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities unless such closure is a result of a published governmental order or is for a routine closure (e.g. snow days, delayed start/early release for weather conditions, etc.);
- The arrest, dismissal or resignation of any members of the School Governing Authority or School employees for any reason. If the arrest, dismissal or resignation of any member of the School Governing Authority or School employee is for a crime punishable as a felony or any crime related to the misappropriation of funds or theft, the School shall also provide a written report of the information known at the time of the notification. The School shall also notify the Sponsor if it is made aware of the arrest of any member of the School Governing Authority or School employee for any reason. Additionally, the School shall follow all reporting regulations as required in ORC 3314.40 and other relevant laws as required;
- Misappropriation of funds or suspected misappropriation of funds;
- Notice from the Internal Revenue Service or any tax authority related to audits, unpaid taxes or penalties.
- A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more;
- A failure to maintain its corporate status with the Ohio Secretary of State's Office that is not cured within sixty (60) days of notice of the same; or
- Any Findings for Recovery issued by the Ohio Auditor of State against any member of the Governing Authority, operator, fiscal officer, or any employee of the School with responsibility for fiscal operations or authorized to expend money on behalf of the school.

Section 7 Compliance with Law and Rule

The School shall comply with all applicable federal and state laws, administrative rules, local ordinances, and Sponsor policies and procedures applicable to community schools.

Section 8 Reports to Sponsor

The School shall provide in a timely manner to the Sponsor any reports necessary and reasonably required for the Sponsor to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed or additional reports are to be provided. The Sponsor will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Agreement, and the Sponsor may take actions outlined in Section 10. Annual reports include, but are not limited to:

8.1 Unique School Objectives

The School shall annually provide the Sponsor with a report identifying the progress that the School has made on each of its unique objectives included in its Education Plan, which is in **Attachment 6**, during the prior school year. The School and the Sponsor shall mutually determine the due date of the report given the availability and time necessary for assessment of data;

547 **8.2 Monthly Financial Reports**

548 Required financial reports including budget and enrollment records on a **monthly basis no later than**
549 **the 15th of each month** in the format and with attachments prescribed by the Sponsor and pursuant to
550 ORC 3314.023 and 3314.024 as applicable.

551 Statistical reports including financials, expenditures, income and debt statements, enrollment,
552 expulsions, suspensions, and any other matter that relates to the financial stability or instability of the
553 School in the format including any relevant attachments that the Sponsor requests, **on a monthly basis**
554 **by the 15th of each month**.

555 A detailed monthly accounting of the nature and costs of goods and services that the operator provided
556 to the School pursuant to ORC 3314.024 regardless of whether the operator received more than twenty
557 percent (20%) of the School's gross annual revenues.

558 **8.3 Comply with all Statutory Reporting Requirements**

559 The Governing Authority shall report **annually** to the Sponsor and the Department of all reporting
560 requirements set forth by ORC Chapter 3314, including, but not limited to the reporting requirements
561 set forth in ORC 3314.08(B);

562 **8.4 Projected Enrollment**

563 Projected enrollment for the next school year must be included with the Submission of the May 5-year
564 forecast submission to the Sponsor.

565 **8.5 Annual Budget and Five-Year Forecast**

566 Annual School budget approved by Governing Authority pursuant ORC 3314.032 with evidence of
567 Governing Authority approval (resolution) shall be submitted in final form to the Sponsor two weeks
568 prior to submission to the Department (October 31) of each year. The Annual Budget submission to the
569 Sponsor must be accompanied by a resolution adopted by the Governing Authority approving the
570 Annual Budget.

571 Any adjustments made to the annual budget and approved by the Governing Authority must be
572 submitted to the Sponsor within five (5) days of approval.

573 Five-year forecasts approved by the Governing Authority are required by Ohio law twice per year. These
574 forecasts, with evidence of Board approval are required to be submitted to the Sponsor two weeks in
575 advance of submission to the Department (November and May).

576 **8.6 End of Year Cash Balance**

577 Provide a report of the end of year cash balance of the school within 30 days of the end of the fiscal
578 year.

579 **8.7 School calendar**

580 **No later than April 1** of each fiscal year provide the school calendar for the upcoming school year to the
581 Sponsor and all school districts that provide transportation of students.

8.8 Health and Safety Reports

Health and safety information including report of previous year's fire drills and documentation that the required safety or emergency plans have been submitted to all required agencies, emergency contact information, etc. – as required by the Sponsor Opening Conditions.

8.9 Emergency Management Plans

The School shall comply with the requirements outlined in ORC 5502.262 and corresponding administrative rules including the incorporation of a threat assessment plan into the emergency management plan. Annually, by July 1 of each year, the School shall review the emergency management plan and provide all required certifications. The School shall submit the information to the Ohio Department of Public Safety as required by law. The School will be responsible for communicating the information required by ORC 5502.262 to local responders.

In addition, the School must register with the SaferOhio tip line, or an alternative 24/7 anonymous tip reporting line that meets the standards of ORC 3313.669, and report annually on the number of reports made/received, and will comply with the requirements of ORC 3313.669 to develop a threat assessment team and ensure that all training requirements for the team members have been met; and

Evidence of submission of required documentation must be made available to the Sponsor for compliance purposes.

8.10 Annual Update of Governing Authority Information

Governing Authority membership including member names, contact information, used for official School business, the term beginning and end date, and any office the member holds on the Governing Authority – upon execution of this Agreement and upon any changes in Governing Authority membership.

Governing Authority member conflict of interest disclosures – upon execution of this Agreement and upon any changes in Governing Authority members.

Governing Authority member background checks must be completed prior to serving as a member of the Governing Authority and placed on file at the School. Each Governing Authority member must consent to Sponsor's review and inspection of all background checks.

Evidence of Governing Authority annual training, by a Sponsor approved provider, at the Governing Authority's expense, on all topics required by law and the Sponsor, including, but not limited to: community school laws, ethics, and the Ohio Sunshine Laws, which includes public records and open meetings. Submissions must be provided to the Sponsor during the fall collection of documentation.

Evidence verifying that a finding for recovery has not been issued by the Auditor of State against any member of the Governing Authority, the operator, or any employee of each community school with responsibility for fiscal operations or authorization to expend money on behalf of the School as required by Sponsor Opening Conditions and as updated as necessary throughout the year.

Current Code of Regulations – within ten (10) business days after any material changes.

Current Articles of Incorporation and Statutory Agent Information – within ten (10) business days after any material changes.

8.11 Insurance Certificates

Insurance certification for the school as required by Sponsor Opening Conditions each fiscal year.

8.12 School Comprehensive Plan

The School's comprehensive plan pursuant to ORC 3314.03(B) including all policies and procedures regarding internal financial controls annually by August 1 of each year throughout the term of this Agreement.

Section 9 Indemnification of Sponsor

To the extent permitted by law and not otherwise barred by ORC Chapter 2744, the School agrees to indemnify and hold the Sponsor and its respective employees, directors, officers, agents and assigns them harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the School or its respective employees, directors, officers, agents and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by ORC Chapter 2744 or other law.

Section 10 Sponsor School Dispute Resolution Procedures

All disputes arising out of the implementation of this Agreement excluding the Sponsor's intervention or determination to place the School on probation, suspension, termination or any conditions leading to those decisions shall be subject to the dispute resolution process set forth in this section, unless specifically otherwise provided.

10.1 Notification of Dispute and Performance

- A. The School and the Sponsor agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delaying their performance hereunder, except for any performance which may be directly affected by such dispute.
- B. Either Party shall notify the other Party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the Section of this Agreement or the law that is in dispute and the grounds for the position that such item is in dispute and the specific corrective action it wishes the other party to take. The matter shall be immediately submitted to the President of the Governing Authority and the Director of the Office of Ohio School Sponsorship, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- C. In the event that the matter is not resolved by the President of the Governing Authority and the Director of the Office of Ohio School Sponsorship, then the matter shall be submitted to the Columbus Bar Association for non-binding mediation before at least one mediator mutually agreed upon by the parties, if one mediator cannot be agreed upon then each party will select one mediator and a request will be made for the Columbus Bar Association to appoint one

mediator. The notice for non-binding mediation shall be in writing to the other party within thirty (30) days following the Governing Authority meeting. The thirty (30) days shall be determined by the date of the last Governing Authority meeting at which the matter is discussed. If non-binding mediation does not resolve the dispute, then the Parties may pursue any available legal remedies.

10.2 School Violations of Law or this Agreement

If the School is subject to nonrenewal or revocation for any reasons listed in the Agreement, or any of the reasons for suspension pursuant to ORC 3314.072 or probation pursuant to ORC 3314.073, or is in violation of state or federal law or regulations, or otherwise materially breaches the Agreement, the Sponsor may, but is not required to, impose other remedies prior to placing the school on probation or suspending or terminating the School's operation in accordance with Section 19.3 of this Agreement. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the Sponsor shall send notice as provided in subsection E below.

- A. Plan Submission. The Sponsor may require the submission of a plan to remedy the deficiency. Upon the written request of the Sponsor, the School shall develop a corrective action plan to remedy the failure or deficiency and submit it to the Sponsor for review and comment. The plan may be revised at the discretion of the School prior to the Sponsor's final review. The Sponsor may require the School to:
 1. Review and revise the plan if it is reasonably determined that the plan is not effective in remedying the deficiency.
 2. Make progress toward achieving its goals and objectives as described in this Agreement after a reasonable period of time.
 3. Achieve Sponsor requirements; or
 4. Implement its educational program as described in this Agreement after a reasonable period of time, or
 5. Fails to complete two or more required reports by the established deadlines.
- B. Improved Submission. If the School's report card measures do not show progress in meeting academic goals, the Sponsor shall require the School to prepare and implement an academic improvement plan designed to improve report card measures.
- C. Weekly Monitoring. The Sponsor may require weekly meetings with the President of the Governing Authority and/or the School's principal or superintendent to monitor and to review the School's progress towards the goals of the improvement plan submitted. The date, time, and location of all meetings shall be mutually determined by the Parties. The meetings may be in-person or held via tele-conference, or video-conference, as determined by the Parties.
- D. Independent Monitor. If, in the Sponsor's sole discretion, the Sponsor determines that the School's violations of law or this Agreement require outside monitoring and/or assistance, the Sponsor may require the School to hire an independent monitor at the School's expense. The expenses and qualifications must be reasonable and fit within the School's budget to oversee the implementation of the improvement plan submitted, after giving the School an opportunity to cure any perceived deficiencies.

- 697 E. Procedural Guidelines for School Violations of Law or this Agreement. Prior to imposing a
698 remedy outlined above, the Sponsor shall, to the extent practicable, engage in a due process
699 procedure below:
- 700 1. The Sponsor shall give the School written notice of a deficiency. The notice shall state the
701 deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to
702 be remedied, and the expected remedy.
 - 703 2. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's
704 determination that a breach has occurred. In non-emergency situations, this means the
705 President of the Governing Authority or his designee shall be given an opportunity to meet
706 with the Director of the Office of School Sponsorship or his designee to discuss the notice
707 within five (5) business days.
 - 708 3. If the breach is not cured within the time specified in the notice, the Sponsor may apply
709 remedies as provided in this Section.

710 **10.3 Sponsor Violations of School, Law or this Agreement**

711 If the School believes that the Sponsor has violated any provision of this Agreement or applicable law,
712 the School may initiate dispute resolution procedures as stated in this section. Moreover, if after
713 pursuing all remedies outlined in this section and after providing the Sponsor with a reasonable
714 opportunity to cure, the School Governing Authority may choose to terminate this Charter prior to its
715 expiration, but not before the end of the school year, for failure of the Sponsor to meet its obligations to
716 the School as outlined in this Agreement and in Chapter 3314 of the Ohio Revised Code. Notice of intent
717 to non-renew or terminate the Agreement must be submitted to Sponsor by January 15th of the year the
718 School desires to terminate. The School understands that at the end of that school year, it must
719 immediately close or enter into an agreement with another sponsor upon termination of this
720 Agreement.

721 **10.4 Request for New Sponsor**

722 There is nothing in this Agreement that prohibits the School from submitting a request to enter into a
723 new contract with a new sponsor prior to the expiration of this Agreement pursuant to the provisions of
724 ORC 3314.034; however, the Sponsor requires notice of School's intent to non-renew its Agreement
725 with the Sponsor no later than January 15th of the year of expiration.

726 **Section 11 School Operations**

727 **11.1 Governance**

728 The School's Articles of Incorporation and Code of Regulations shall not conflict with the School's
729 obligation to operate in a manner consistent with this Agreement. The School's Governing Authority will
730 adopt and operate under policies that provide for governance of the operation of the School in a
731 manner consistent with this Agreement. The Governing Authority shall operate in accordance with these
732 documents. Any material modification of the Articles of Incorporation or the Code of Regulations shall
733 be made in accordance with the procedures described in Section 1.2(C) of this Agreement. As used
734 herein, a "material modification" shall mean a modification that deletes or materially reduces any
735 existing rights of parents, that significantly increases the number or percentages of votes required to

take major actions, that changes the selection method or qualifications of the Governing Authority or changes the purpose of the entity.

11.2 Transparency

The School shall make Governing Authority adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Ohio Sunshine laws, and shall adopt and strictly enforce a conflict of interest policy and disclosure process. The shall address public officers, ethics, conflict rules, corporate conflict rules, and if an Internal Revenue Code (IRC) tax exempt entity conflict rules.

11.3 Contracting with an Operator or Management Company

Pursuant to relevant law, with the approval of the Sponsor, the School may contract with a third-party operator as defined by ORC 3314.02(A)(8) for operational, administrative and instructional services. Such contract must include a termination clause, performance measures, and a provision or separate assurance as to cooperation with Sponsor evaluations. The operator contract or management agreement, if applicable, is attached as **Attachment 7** and must meet the requirements of the **Sponsor Operator Guidelines Appendix 3** and be approved by the Sponsor. The Governing Authority shall retain authority for all decisions mandated by law to be retained by the Governing Authority and comply with the requirements in Section 15.

Upon receiving Sponsor approval of the operator or management company agreement, the School shall provide a copy of the final signed agreement between the operator or management company and the Governing Authority within **ten (10)** business days of entering into, modifying or renewing any Sponsor approved operator contract, and such contract will become an Attachment to this Agreement.

If the School is considering a change in operator, the Sponsor must be notified and a request for contract modification must be submitted with the proposed agreement identifying the roles, responsibilities, fees and any changes in the educational or operational plan for the School. The request for contract modification along with the proposed operator or management company agreement shall be submitted to the Sponsor in writing sixty (60) days prior to the School entering into a new agreement for management. Any change in operator shall require a contract modification approval of the Sponsor, which shall not be unreasonably withheld.

The School shall ensure that it follows applicable law including standards as provided in Section 15.6. The School will ensure that all transactions with the operator are arms-length transactions and in compliance with conflicts of interest policies.

The School shall employ an attorney who shall be independent of the operator. The School shall refer to its attorney for the negotiation of the School's contract with the operator, advice on compliance related matters, and other matters should the School and operator become averse to each other in any particular matter.

All new or renewed operator agreements entered into on or after February 1, 2016 must comply with ORC 3314.032(A) and shall include the following:

- The criteria to be used for early termination of the operator;

- The required notification procedure and timeline for early termination or non-renewal of the operator contract; and,
- A stipulation of which entity owns all 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. Any stipulations regarding the property must comply with the requirements of ORC 3314.0210.

The operator agreement shall also require that if the Governing Authority contracts with an attorney, accountant or entity specializing in audits, any said entity shall also be independent from the operator.

11.4 Volunteer Requirements

Any requirement adopted by the School that requires parents to commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. Volunteers that come into regular or unsupervised contact with students shall be required to submit to a background check. A copy of the School's volunteer policy and any changes thereto, if the School has such a policy, shall be provided to the Sponsor.

Section 12 School Operating Requirements

12.1 Operational Powers

The School shall be fiscally responsible for its own operations, and shall have authority independently to exercise the following powers: contracting for goods and services; selecting and controlling curricula and educational programming; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Agreement; and adoption of policies and Code of Regulations consistent with the terms of this Agreement. The powers described in Section 12.1 may not be delegated, except to the extent that the School contracts with an operator, in which case the operator shall be responsible to the School.

Unless operations are suspended in accordance with ORC 3314.072 or this Agreement is terminated prior to the end of a school year, the School must remain open for students to attend until the end of the school year in which it is determined that the School must close. The programs provided to students in the final year of the School must continue without interruption or reduction unless program changes are approved in writing by the Sponsor. The Sponsor may, but is not obligated to, assume operations of the School as provided for in ORC 3314.073(B).

12.2 Evaluations and Trainings

Superintendent/Principal Evaluations. The Governing Authority shall conduct an annual performance evaluation of the superintendent/principal/school leader of the School. The evaluation shall be reported to the Sponsor. The Sponsor shall review the evaluation and may use information contained in the evaluation as part of the School's annual performance evaluation. Notwithstanding the foregoing, the School shall not be required to utilize the Ohio Principal Evaluation System for evaluating the

performance of an administrator, unless the School was a recipient of moneys from a grant awarded under the federal Race to the Top program Division (A), Title XIV, Section 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009", Pub.L. No 111-5, 123 Stat. 115.

Employee Evaluations: The superintendent/principal/school leader or his/her designee shall conduct performance evaluations of the School's certified teachers at least annually. Unless the School was a recipient of moneys from a grant awarded under the federal Race to the Top program, the School may, but is not required, to use the teacher and/or principal evaluation systems under Chapter 3319 of the Ohio Revised Code. In addition, the School is exempt from the requirements for teacher employment and contract requirements under Chapter 3319 and 3311 of the Ohio Revised Code, including requirements and procedures for non-renewal and termination of teacher contracts.

Annual Evaluations of the School by Sponsor. The Sponsor shall conduct an annual performance evaluation of the School. This annual evaluation includes monitoring and evaluating the academic and fiscal operations and performance of the School. The Sponsor will review the past year's academic report card measures and the most recent report card data for the School. The Sponsor shall also conduct a performance evaluation to determine compliance with the Performance Framework attached as **Appendix 2**. In addition, prior to any renewal of this Agreement but not less than every five (5) years, the Sponsor shall conduct a high-stakes review. This high-stakes review shall include a rigorous evaluation of the School's performance including a review of the mission and vision statements, academic, financial, operational and governance performance, over the term of this Agreement. The Sponsor's Performance Framework may be modified from time-to-time upon the mutual agreement of the Parties.

Annual Evaluation of Operator or Management Company. The School shall complete an evaluation of any operator or management company with whom the School contracts annually by December 31 in compliance with the standards set forth and developed by the Governing Authority of the School which shall at a minimum review the operator or management company's compliance with its contract.

Annual Evaluation of Treasurer or Fiscal Officer. The School shall complete an evaluation of the fiscal officer or treasurer annually by December 31. The evaluation shall at a minimum review the fiscal officer or treasurer's compliance with its contract and compliance with reporting of monthly financial information to the Sponsor. A copy of the evaluation will be provided to the Sponsor.

12.3 Compliance with Sponsor Requests

The Governing Authority and administration shall cooperate fully with the Sponsor in all activities as required by regulations of the Department for oversight of the School. This includes, but is not limited to:

- Annual on-site visits conducted by the Sponsor;
- Annual file reviews per checklists provided by the Sponsor;
- School Improvement Plan implementation and reviews including the implementation of the Ohio Improvement Process and any Improvement Plans required by the Department;
- Monthly reviews of financials, enrollment records, and attendance monitoring;
- Access to read-only academic and financial data and data systems;

- Other appropriate requests for information, desk audits, or on-site visits from the Sponsor, the Ohio Department of Education or the Auditor of State.

12.4 Transportation

The Sponsor and the School acknowledge and agree that the School is not required to provide transportation to students attending the School, unless the student has an individual education program that requires transportation as a related service. If the School chooses to provide transportation, the School shall be solely responsible for providing transportation services, if any, to eligible students attending the School. In providing all or partial transportation, the School shall comply and ensure that its teachers and staff comply with all Ohio laws, including ORC 3314.091, and all Federal regulations related to student transportation.

12.5 Food Services

The School shall provide free- and reduced-price meals to needy students in a manner determined by the Department and in accordance with Governing Authority policy and applicable federal and state laws. Additional documentation as determined by the Department beyond free- and reduced-lunch status may be required for funding or accountability purposes.

12.6 Insurance

The School shall purchase insurance protecting the School and Governing Authority, employees, and volunteers (if allowable by policy), and listing the Sponsor as an additional insured where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance) and auto liability insurance. **The Sponsor shall be identified as an additional insured on the policy and listed as a certificate holder.** The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the current school year are listed below.

- Comprehensive general liability. \$1,000,000 per occurrence, \$2,000,000 (in the aggregated with an excess of umbrella policy extending coverage as broad as primary coverage in an amount no less than \$5,000,000).
- Officers, directors and Employee's errors and omissions. \$1,000,000.
- Property insurance. As required by landlord, or if building is owned, then sufficient insurance as determined by mortgage company or the replacement value of the property.
- Motor vehicle liability. If appropriate, \$1,000,000; and
- Workers' compensation. As required by state law

All insurance certificates are attached as **Attachment 8**.

The Sponsor shall provide at least sixty (60) days' prior written notice if the required coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the Sponsor and underwritten by insurers that are legally authorized in the State of Ohio and that are rated by A.M. Best Company not lower than "A-VII". The School shall provide current certificates of insurance to the Sponsor by July 1 annually. All the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt

requested, sent to the School and the Sponsor. The School shall notify the Sponsor within ten (10) days if for any reason there is a lapse in insurance coverage. The school is solely responsible for any deductibles payable under the policies purchased by the School.

12.7 Monies to be Set Aside in the Event the School Closes

To ensure precautions are taken in the event of potential closure, the School shall maintain at least one month of operating expenses in its bank account or establish an escrow account with at least \$5,000 solely established for the purposes of paying the cost of a fiscal officer through a potential closure and costs associated with closure including securing and maintaining any school buildings, transferring records, and any other costs associated with the orderly closing of the School.

12.8 Technology

If the School applies for E-Rate funding or if it is otherwise required by law, the School must have a state-approved technology plan and complete any necessary filing procedures on or before the applicable deadlines. All technology plans must be updated as mandatory and submitted as required by law, rule or regulation.

Section 13 School Grade Levels and Enrollment

13.1 School Grade Levels

The School is authorized to serve students in grade kindergarten through grade 5. The School shall not enroll students in grades other than those specified in this Agreement. If the School seeks to change the authorized grade levels, the School shall provide a Governing Authority approved Community School Contract modification request including evidence to support increasing or decreasing the grade levels to the Sponsor not less than sixty (60) days prior to the first day of school. Any change in school grade levels shall require a contract modification approval of the Sponsor, which shall not be unreasonably withheld.

13.2 Student Demographics

As required by ORC 3314.06 and 3314.061, School enrollment decisions shall be made by the School in a nondiscriminatory manner and in accordance with the enrollment preferences, selection method, timeline, compliance with ORC 3314.03(A)(7) and procedures described in **Attachment 9**.

13.3 Enrollment

The School and the Sponsor agree that during the term of this Agreement, the School's total enrollment shall not exceed the occupancy permit of the School's facility and site. The minimum enrollment is determined to be the lowest full-time equivalency enrollment necessary for financial viability, as reasonably determined by both Parties. However, the School must enroll a minimum of forty (40) students and comply with the admission requirements set forth in ORC 3314.06 and 3314.061.

The School shall limit enrollment of students accepted through the process outlined in Section 13.4 Admissions Procedures, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll, or who meet the criteria in ORC 3314.06 or 3314.061. All enrollment decisions shall be made in accordance with

applicable state and federal law and policy. If the School utilizes a lottery, the School must ensure that it complies with ORC 3314.06(G) and the school admission and lottery policies.

13.4 Admissions Procedures

The admissions procedures shall at all times comply with ORC 3314.06 and, if applicable, ORC 3314.061, and all applicable provisions of ORC Chapter 3314 and are specified in **Attachment 9**.

13.5 Admission Process and Procedures for Enrollment of Students with Disabilities or a Section 504 Plan

To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- Following the application deadline and upon completing a lottery, if appropriate, the School shall obtain the most recent Individualized Education Plan (IEP) or Section 504 Plan and Evaluation Team Report (ETR), if any;
- Admission of applicants with an IEP or Section 504 Plan shall be in compliance with the Individuals with Disabilities Education Act (IDEA), as well as Ohio's Operating Standards for the Education of Children with Disabilities and Sponsor requirements and procedures concerning the education of students with disabilities;
- When a student who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal, or another designated administrator as provided under state and federal law, shall convene an IEP Team meeting; and,
- Upon admission of any disabled student, the School shall comply with federal and state laws regarding the education of such students.

13.6 Participation in Additional Programs

No student may be jointly enrolled full-time in the School and another district or community school; however, students enrolled in the School may participate in career and technical education programs and College Credit Plus programs.

13.7 Expulsion, Suspension and Denial of Admission

The School shall immediately adopt 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 that due process related thereto and is included in **Attachment 10**. The School's policy and practices shall comply with the requirements of ORC 3313.66, 3313.661 and 3313.662. These policies and practice shall not infringe upon the rights of disabled students as provided by state and federal law and the School must have a separate policy for the discipline, suspension, expulsion, removal or permanent expulsion of disabled students.

13.8 Continuing Enrollment

Pursuant to Ohio law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion or graduation and unless the student is properly withdrawn from the school.

13.9 Attendance

The School shall immediately adopt an attendance and withdrawal policy and procedure that includes a procedure for automatically withdrawing a student from the School if the student without legitimate excuse fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The School's attendance policy must be available for public inspection. The School's attendance policy and participation records shall be made available, upon request, to the Department, Auditor of State, and Sponsor to the extent permitted by 20 USC 1232 g, the Family Educational Rights and Privacy Act (FERPA), ORC 3319.321, and any applicable rule or regulation thereto.

Section 14 School Mission and Academics

14.1 Vision, Mission, and School Goals

The School shall follow the unique vision, mission, focus of the curriculum as set forth in **Attachment 6**, School Education Plan which has been approved by the Sponsor. The education plan shall address the School's mission, academic SMART goals, and instructional methods. The School shall be measured on their progress toward its goals as detailed in **Attachment 6**, using the attached Sponsor Performance Framework in **Appendix 2**. The School Education Plan must include a description of the learning opportunities offered to students (both classroom-based and non-classroom based). The School Education Plan shall not be modified or revised without prior written consent and approval of the Sponsor.

14.2 Sponsor Academics, Finance, Governance, and Operations Standards

The School shall endeavor to meet or exceed Sponsor standards established for the School in the areas of academics, finance, governance and operations. The School shall be provided an evaluation of the academic performance after the release of the local report card. The Sponsor Performance Framework is included in **Appendix 2**. The School acknowledges that these goals and indicators may change over time and that the Sponsor agrees to provide the School with prior notice and an opportunity for input into any proposed changes.

14.3 Academically Exceptional Students

The School shall identify academically low-achieving, at-risk students, and other "exceptional children" as defined by the Ohio Revised Code, Ohio Administrative Code, and any standards adopted by the State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in this Agreement.

14.4 Program Specific Requirements - Computer Based/On-Line Programs, Blended or Dropout Prevention and Recovery Programs

Unless the School operates an on-line (e-school) as identified in Section 1.A of this Agreement, the School's educational program as currently operated and as reviewed by the Sponsor does not include an on-line program pursuant to ORC 3314.23 and the School is accordingly prohibited from offering such on-line programs unless necessary for distance learning during periods of school building closure. This paragraph does not apply to schools identified as on-line (e-schools) in Section 1.

If the School operates a specialized program as identified in Section 1, the School shall comply with the Specialized Program Requirements set forth in **Appendix 4**.

1004 **14.5 Curriculum, Instructional Program and Pupil Performance Standards**

1005 The School shall have the authority and responsibility for designing and implementing its educational
1006 program, subject to the conditions of this Agreement. The educational program, pupil performance
1007 standards and curriculum designed and implemented by the School shall meet or exceed the Ohio
1008 Learning Standards, shall be designed to enable each pupil to achieve such standards, and shall be
1009 consistent with the School's vision and mission.

1010 The School shall timely administer the assessments which shall include statewide achievement and
1011 diagnostic tests, and at least one of the nationally normed assessment tools identified in the educational
1012 program in **Attachment 6**, and any other assessments required by law or recommended by the Sponsor.
1013 The School must submit a calendar of assessments to the Sponsor prior to the start of each academic
1014 year.

1015 The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment
1016 tools, and such changes shall be reflected in **Attachment 6**. The School shall satisfy the Sponsor
1017 performance standards outlined in **Appendix 2** and such other standards required by law or
1018 recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the
1019 Sponsor advanced written notice of its desire to update the Education Plan as included in **Attachment 6**
1020 by submitting a request for contract modification identifying requested changes to the Education Plan,
1021 including but not limited to modifications made to the curriculum, assessment tools, or other material
1022 changes to the School's educational model as detailed in **Attachment 6** to this Agreement. Such
1023 changes will not be implemented without prior written approval by the Sponsor.

1024 The School may offer Credit Flexibility for students in grades seven (7) through twelve (12) if the
1025 instructional program specifies the credit flexibility plan for the School, the School has adopted a
1026 program and process that is approved by the Sponsor, and an individualized credit flexibility plan is
1027 written for each student that includes goals, assessment, defines how the student will demonstrate
1028 knowledge and skills needed, and specifies how credit will be earned. The plan must state that if a
1029 student is not successful in demonstrating knowledge and skills, the student will not earn credit through
1030 credit flexibility.

1031 **14.6 Graduation Requirements**

1032 If the school serves High School age students, the School shall develop and submit to the Sponsor for
1033 approval a policy setting forth its graduation requirements that align with state graduation guidelines no
1034 later than August 1 of each year. In addition, the School must offer students the opportunity to earn
1035 diploma seals on their Diplomas.

1036 **14.7 English Learners**

1037 The School shall provide resources and support to English language learners to enable them to acquire
1038 sufficient English language proficiency to participate in the mainstream English language instructional
1039 program. The School shall follow the State's procedures for identifying, assessing and educating English
1040 language learners.

1041 **14.8 Education of Students with Disabilities**

1042 The School shall be responsible to provide all special education support services to students enrolled in
1043 the School and may contract with entities to provide special education teacher(s) or related services
1044 subject to confirmation of appropriate licensing. The School shall assign other special education support
1045 staff as necessary to meet student needs.

1046 The School agrees to comply with all its policies and regulations and the requirements of federal and
1047 state laws and regulations concerning the education of children with disabilities and shall provide for the
1048 attendance of any School employees who should be present at any meetings at which IEPs, ETRs or 504
1049 Plans are developed or modified, unless such attendance is otherwise excused by parents as permitted
1050 by law.

1051 The School shall direct the development and/or modification of any IEPs, ETRs or 504 Plans for special
1052 education students enrolled in the School.

1053 The Sponsor or the School may identify from time-to-time changes to the educational program of the
1054 School that

- 1055 • Are reasonably necessary to comply with applicable law for educating students with disabilities,
1056 or
- 1057 • Provide cost savings or other benefits in connection with educating students with disabilities.

1058 After good faith discussion of these changes with the School, the Sponsor shall have the right to require
1059 such changes if necessary to comply with law and shall have the right to request, other reasonable
1060 changes on behalf of students with disabilities that coincide with applicable state and federal law.

1061 The School shall comply with Maintenance of Effort (MOE) requirements pursuant to Individuals with
1062 Disabilities Education Improvement Act (IDEA) of 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34
1063 C.F.R. section 300.203.

1064 Special education supports and services shall be available to each student as part of the regular school
1065 day in accordance with the least restrictive environment mandate of federal and state law.

1066 **14.10 Assuring Adequate Yearly Progress**

1067 The School shall develop a plan of intervention for all students not found proficient or not making
1068 adequate yearly progress and submit it to the Sponsor for approval.

1069 **Section 15 Financial**

1070 **15.1 Funding**

1071 The School must comply with ORC 3314.08 and properly report students into the Department's EMIS
1072 system pursuant to ORC 3301.0714 and corresponding regulations and guidance from the Department.
1073 The School agrees to update and correct all student participation information in EMIS including, without
1074 limitation, the percentage of time factor, the school calendar, the start and end date for student
1075 enrollment, student residency information, and any special education information. Should the School
1076 receive a notice of overpayment directly or indirectly from the Department resulting from the School's
1077 over reporting FTE in EMIS, the School shall notify the Sponsor within two (2) business days of such
1078 notice with a plan for repayment of any overpayment.

1079 **15.2 Financial Reporting**

1080 The School shall comply with all standards for financial reporting pursuant to ORC 3301.07(B)(2).

1081 The School shall provide a financial plan detailing an estimated School budget for each fiscal year of this
1082 Agreement and specifies the total estimated per pupil expenditure amount for each year as **Attachment**
1083 **11**. Each year of this Agreement, on or before **June 30**, a revised School financial plan shall be submitted
1084 by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for
1085 each fiscal year of the Agreement and must show a positive cash flow in the first three (3) years.
1086 Revenues shall include the base formula amount that will be used for purposes of funding calculations
1087 under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount
1088 defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and
1089 projected expenses must include the total estimated per-pupil expenditure amount for each year. The
1090 plan shall also specify for each year a percentage figure to be used for reducing the per-pupil amount of
1091 the subsidy calculated pursuant to ORC 3317.029 that the School is to receive that year under ORC
1092 3314.08. The Financial Plan must describe the School's financial controls.

1093 **15.3 Fiscal Officer**

1094 The Governing Authority shall designate a fiscal officer that is responsible for fiscal operations of the
1095 School. **All money received by the School shall be placed in the custody of the fiscal officer.** The
1096 designated fiscal officer shall be appropriately licensed and required to execute a bond in an amount
1097 and with surety as approved by the Governing Authority. The bond shall be payable to the State,
1098 conditioned for the faithful performance of all official duties required of the fiscal officer. The bond shall
1099 be deposited with the Governing Authority and a copy filed with the county auditor. The designated
1100 fiscal officer shall maintain the School's financial records in the same manner and method as is
1101 commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The
1102 Governing Authority recognizes it is subject to audits pursuant to ORC 117.10. The Governing Authority
1103 shall use its best efforts to require the Licensed fiscal officer to include GAAP conversion or to contract
1104 out for GAAP conversion for the School. The Governing Authority shall ensure that it, and its designated
1105 fiscal officer are fully compliant with the Auditor's office, including the provision of records and the
1106 completion of audit requirements. The Governing Authority shall ensure that the designated fiscal
1107 officer provides fiscal information and reports as required by law, this Agreement, and/or as designated
1108 from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for
1109 the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer shall be
1110 independent from the operator with which the School has contracted and must control all School funds.
1111 The Department will not approve any waivers to allow the operator or management company to
1112 provide fiscal officer services. The Governing Authority must contract with an independent fiscal office.
1113 A copy of the bond in the minimum amount of \$25,000 is attached with a copy of the fiscal officer
1114 contract as **Attachment 12**. If the fiscal officer changes, the Governing Authority must notify the
1115 Sponsor in writing within ten (10) business days.

1116 The fiscal officer shall participate in all pre-audit and post-audit conferences with the Auditor of State
1117 and shall notify the Sponsor in advance of all conferences so that the Sponsor may participate in the
1118 conferences. This provision must be included in the fiscal officer's contract with the School's Governing
1119 Authority.

The fiscal officer shall work with the School's finance committee which shall be a committee of the Governing Authority. The finance committee shall review all contracts, budgets, forecasts, federal fund plans and expenditures (plan before expenses), disbursements, and monthly financial documents to ensure that the school remains fiscally viable and that it follows the annual budget and forecasts. The finance committee shall review any changes or modifications contracts, budgets, forecasts, and , federal fund plans and expenditures (plan before expenses).

If the School should be declared unauditable under ORC 3314.51, the Governing Authority shall suspend and replace the fiscal officer and require his/her dedication to assist any replacement fiscal officer(s). The School agrees that the fiscal services agreement will state that the fiscal officer is primarily responsible for all closing assurances if the School closes. At the request of the Sponsor, the Governing Authority may be asked to remain in place until a final audit is completed if the School should close and must authorize that the fiscal officer and/or fiscal officer's agreement remain fully authorized to proceed to close the School. If the School closes or is permanently closed, the fiscal officer shall deliver all financial and enrollment records to the Sponsor within thirty (30) days of the Schools Closure.

The School shall work with their fiscal officer to meet all requirements for the School's opening, fiscal operations and closing if required. If the fiscal officer fails to provide the records in a timely manner, or fails to faithfully perform any of the fiscal officer's other duties, the Sponsor has the right to take action against the fiscal officer to compel delivery of all financial and enrollment records of the School and shall, if necessary, seek recovery of funds owed as a result of any findings for recovery by the Auditor of State against the fiscal officer.

15.4 Fiscal Services Agreement

The Governing Authority must contract for fiscal services. The fiscal officer under such an agreement shall be employed by or engaged under a contract with the Governing Authority of the School, as required by ORC 3314.011(A). The agreement must require the fiscal officer to assist in all audits and provide closure and final, or special, audit services; and state that the fiscal officer is primarily responsible for all financial related portions of the closing procedures if the School closes. The agreement must authorize that the fiscal officer and/or the fiscal officer agreement remains authorized to complete the closure process of the School. In addition, the agreement must require the fiscal officer to attend finance committee meetings, governing authority meetings, and participate in pre- and post-audit meetings. The fiscal officer's agreement is attached with the fiscal officer bond as **Attachment 12**.

15.5 Bonds

ORC 3314.029(C) – Bond. The Sponsor may with thirty (30) days written notice to the Governing Authority, require the School to post and file a bond with the Superintendent of Public Instruction payable to the state which shall be used to pay the state any moneys owed by the School in the event the School closes as set forth in ORC 3314.029(C). The Governing Authority's failure to provide this bond upon receipt of proper notice and within a reasonable time to cure; is grounds for immediate termination of the Agreement.

ORC 3314.50 - Bond. If the School was opened after February 1, 2016 and is required to post a \$50,000 bond or written guarantee pursuant to ORC 3314.50, the School shall maintain the Bond or written

guarantee with the Auditor of State. The School acknowledges that the Sponsor as a state agency cannot provide a written guarantee on behalf of the School.

15.6 Financial Policies

The School shall follow applicable law, as they apply to community schools, related to procuring and contracting for goods and services and adhere to best practices, including standard related to arms-length negotiations and arrangements and conflicts of interest. The School's treasurer shall assist in drafting policies and procedures relating to the procurement and contracting of goods and services. The Sponsor may offer guidance on such policies and review the School's compliance with policies and procedures.

15.7 Budget

On or before **October 15** of each year, the School shall submit to the Sponsor its proposed balanced budget for the current school year along with a resolution approving the budget for Sponsor review for statutory compliance and compliance with the terms and conditions of this Agreement. The School's annual budget shall ensure that the School carries at least one-month's cash reserves to continue operation of the School. The budget shall be prepared in accordance with ORC 3314.032 and the Department Guidance. If the School has entered into a contract with an operator, the budget must include a detail of all expenditures including a detail of payments to the Operator in the same format as required by the Auditor of State. The budget as approved by the Governing Authority and any subsequent approved revisions shall be submitted to the Sponsor along with the Governing Authority resolution approving the budget or budget revision. A material violation of this Section may result in the Sponsor initiating remedies described in Section 10.

15.8 Enrollment Projections

The School shall provide the Sponsor with its latest and best estimates of its anticipated enrollment for the next school year with the submission of the May 5-year forecast submission. The estimate is subject to review and approval by the Sponsor and must be a reasonable estimate. The Parties agree that the purpose of this Section is to provide information to allow the Sponsor to prepare its future budgets, advise the School of its financial status, and that any information provided under this Section shall not be used by the Sponsor for the purpose of funding or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

15.9 Contracting

The School is authorized to enter into contracts for services pursuant to Ohio law. A copy of all executed contracts entered into between the School's Governing Authority and any third party shall be submitted to Sponsor within thirty (30) days of execution of the contract.

The School shall not enter into any contract that does not contain a total contractual amount or states that the contract "shall not exceed" a specified dollar amount that is included in the annual budget or five-year forecast as approved by the Governing Authority. All contracts must be reviewed by the Governing Authority's finance committee.

The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the Sponsor.

1198 To the extent agreeable by the contracting party, each contract or legal relationship entered into by the
1199 School shall include the following provisions:

- 1200 • The contract acknowledges that the School is not an agent of the Sponsor, and accordingly
1201 contractor expressly releases the Sponsor from any and all liability under the agreement.
- 1202 • Any financial obligations of the School arising out of this Agreement are subject to annual
1203 appropriation by the Governing Authority.

1204 **15.10 Annual Audit**

1205 The School shall undergo an annual financial audit by the Auditor of State pursuant to ORC
1206 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of State or his/her designee
1207 of an audit, the School shall notify the Sponsor in writing of the time, date, and location of the pre- and
1208 post- audit and all other scheduled meeting with the Auditor. The Sponsor shall maintain a presence at
1209 any and all meetings with the Auditor. All financial records must be kept in the same manner as financial
1210 records of school districts, pursuant to rules of the Auditor of State. Audits shall be conducted in
1211 accordance with ORC 117.10. The School shall notify the Sponsor of all meetings with the Auditor of
1212 State or their designee. A draft of the results of the audit shall be provided to the Sponsor in written
1213 form each year. **The School shall not waive any entrance or exit conferences or interviews with the**
1214 **Auditor of State or their designee, and the fiscal officer must attend these meetings along with a**
1215 **designee of the School and the Sponsor.** If the School receives comments or findings in its annual audit,
1216 the School shall have a post-audit conference and at least the President of the Governing Authority shall
1217 attend the post-audit conference in addition to the Sponsor.

1218 **15.10 Loans**

1219 The School shall not obtain any loans without Sponsor approval and Governing Authority approval of the
1220 application during an open meeting. The Governing Authority may not permit an application for a loan
1221 to be submitted without prior approval by the Sponsor and Governing Authority approval and vote
1222 during a public meeting.

1223 The School shall not obtain loans or funding that encumbers state foundation payments or federal
1224 grants. No loans may be made by the School to any person or entity other than reasonable employee
1225 advances or to other related or controlled entity, without Sponsor approval, which approval shall not be
1226 unreasonably withheld, conditioned or delayed.

1227 Should the School seek a loan from the School's operator or management company, the School must
1228 obtain approval from the Sponsor and provide evidence that said loan is in the best interest of the
1229 School. The fiscal officer must oversee the repayment of the loans and obtain a written loan agreement
1230 with interest at the fair market rate and include a date by which the loan is due and payable.

1231 **15.11 Fiscal Year**

1232 The fiscal year for the School shall commence July 1 and end June 30 of each year.

1233 **Section 16 Employees of the School**

1234 **16.1 Employment of Teachers**

At least one (1) full-time or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed to work in the School. The full-time classroom teachers and part-time classroom teachers working more than twelve (12) hours per week shall be certified in accordance with ORC 3319.22 to 3319.31. Non-certificated persons may teach up to twelve (12) hours per week in the School pursuant to ORC 3319.301. If the school operates a dropout prevention and recovery program a non-certificated person may teach in an industry recognized credential program up to forty (40) hours per week pursuant to ORC 3319.301. The student to full-time equivalent classroom teacher ratio shall be no more than 30:1. If the School uses federal funds for the purpose of class size reduction by using title I or Title II-A funds, the schoolwide students to full-time equivalent classroom teacher ratio shall be no more than 25:1 based upon the State Operating Standard OAC 3301-35-05(A)(3). The School may employ non-teaching employees. Prior to the opening day of the School each year, the School will provide the Sponsor with proof of Ohio licensure/certification in the grade level and content area for a sufficient number of teachers to support the state teacher/student ratio and all courses and/or grade levels taught at the School. Although the Governing Authority may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Agreement, no contract of employment shall extend beyond the expiration of this Agreement. The School shall provide the Sponsor with the roster and meeting dates for the Local Professional Development Committee (LPDC) and the laws and rules governing LPDC must be implemented by the School.

16.2 Employee Status

All employees hired by the School or the operator shall be employees of the School or operator, respectively, and shall not be employees of the Sponsor. All employee discipline decisions shall be made by the employee's employer. The Sponsor shall have no obligation to employ School employees who are released or leave the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the School's community school application. The Handbook may be amended or revised at the discretion of the School. The School shall develop requirements and procedures for the disposition of employees in the event the School's Agreement is terminated or not renewed pursuant to ORC 3314.07.

16.3 Criminal Records Check/Background/Fingerprinting

The School shall establish and implement procedures for conducting background checks (including a check for criminal records) for all employees to the extent required by state and federal applicable laws, rules and regulations, including but not limited to ORC 3314.41, 3319.31, 3319.39 and 3319.391. This includes ensuring that all independent contractors and companies that place employees in the school complete the requisite background checks. The School agrees that the Sponsor shall have access to these records upon request.

16.4 Employee Benefits

The School must provide health and other benefits to all full-time employees, as set out in **Attachment 13**. **Attachment 13** may be amended by the School from time-to-time; however, all such amendments shall be provided to the Sponsor in writing within three (3) business days of amendment or change. In the event certain employees have bargained collectively pursuant to ORC Chapter 4117, the collective bargaining agreement supersedes **Attachment 13** 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 Agreement.

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

16.5 Required Training for Teachers

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. Prior to opening day, the School will provide the Sponsor with proof of Ohio licensure/certification in each teacher's represented field and credentials and proof of background checks completed for all certified staff including nurse, counselor, school psychologist or administrator. Each classroom teacher initially hired by the School on or after July 1, 2013 and employed to provide instruction in physical education will hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education. If the School is ranked in the lowest ten percent (10%) of all public-school buildings according to performance index score, the School Governing Authority shall require each classroom teacher currently teaching in a core subject area in the building to demonstrate expertise by examination.

Section 17 Sponsor Fee

The Sponsor has considered and evaluated the oversight, technical assistance, and monitoring it will provide to the School, for and in consideration of providing these services to the School, the School shall pay the Sponsor a fee of three percent (3%) of the total amount of foundation payments received each year by the School from the State of Ohio. The fees are calculated from the Department issued community school settlement report identifying the amount of state funds paid to the School for the invoice period. The sponsor fees shall be identified on the School's settlement statement and the School agrees to permit the Ohio Department of Education automatically deduct the sponsor fee from the School's base foundation payments each month. Payments shall be made by the 30th day of each month, except for February which shall be on the 28th day. Failure to make required payments may result in the Sponsor placing the School on probation, suspension or termination pursuant to the terms of this Agreement.

In the event that the Department subsequently determines that the School received an overpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Sponsor shall refund the School the amount of the sponsorship fee overpayment. Likewise, in the event that the Department subsequently determines that the School received an underpayment of state foundation funds, the sponsorship fee shall be adjusted accordingly, in which case the Governing Authority agrees to pay the Sponsor the amount of the sponsorship fee underpayment. Any overpayment of underpayment will be paid following the Department of Education's final fiscal year adjustments known as "final number 2".

Section 18 School Facility

The School is authorized to locate and operate at 114 Obetz Rd. Columbus, OH 43207. If the location is leased, the lease shall be signed unless it is in accordance with the budget approved by the Governing Authority and on file with the Sponsor. The Sponsor shall have the right to inspect and approve the site before the lease is signed. Approval of the site shall not be unreasonably withheld, conditioned, or delayed, however, the Governing Authority must timely comply with ORC 3314.19 annually as to all matters of assurances required by law, regardless of whether the facility is leased or purchased. The School shall include in the lease a contingency stating that the lease expires at the end or termination of the School's Community School Contract or some other contractual protection so that the School does not get burdened with the lease if it loses the Community School Contract or its funding from the State of Ohio. The lease cannot contain any balloon or payout provisions resulting from a breach or missed payment. Any facility used for the School shall meet all health and safety standards established by law for school buildings. Any lease agreement entered into by the Governing Authority to lease a facility for the School must contain a provision that it is an express condition of the lease that the facilities leased meet all health and safety standards established by law for school buildings.

Prior to entering into any lease or purchase agreements, the Governing Authority shall obtain an opinion from an independent licensed professional in the real estate field that verifies the lease or purchase agreement is commercially reasonable at the time and provides the fair market value of the property. This opinion shall be attached as an addendum to the lease or purchase agreement.

A description of the facility; a copy of the lease, deed, or other facility agreement; the annual costs associated with leasing the facility or annual mortgage principal and interest payments are attached as **Attachment 14**. Subsequent amendments, modifications or renewals thereof of the lease and all related documents shall be provided to the Sponsor to update this Agreement. **Attachment 14** will include the physical and/or mailing address utilized by the School. The School shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The Sponsor shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 4.1 of this Agreement.

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

The Department as the community school oversight entity has the authority to suspend the operations of the School under ORC 3314.072 if the Department has evidence of conditions or violations of law at the School that poses an imminent danger to the health and safety of the School's students and employees and the Sponsor refuses to take such action.

Section 19 Renewal of Sponsorship Process

19.1 Timeline and Format

The School shall submit its application for continued sponsorship in compliance with the timeline and format published by the Sponsor on its website; and such application shall be made available at least sixty (60) days prior to the date on which the application is due. All applications are subject to the Sponsor completing a high stakes review pursuant to Section 12.2 of this Agreement and review of the

School's score over the term of the Community School Contract on the Sponsor's performance framework evaluation as described in Section 12.2. The Sponsor shall provide a decision to the School on the application no later than January 15 of the year in which the Agreement expires, or by a mutually agreed upon date following an informal hearing where the School shall have the opportunity to address the Sponsor about its renewal request. If the Sponsor decides to deny an application or not to accept an application, it shall detail the reasons in its letter to the School.

19.2 Application Contents

In addition to contents required by law and the Department, the application may include comments and additional information provided by the School about its progress toward meeting the Sponsor's indicators and meet the statutorily required criteria as set forth in ORC 3314.029. The timeline and format of the application shall be provided to the School by the Sponsor and shall be posted on the Sponsor's website.

19.3 Criteria for Applications or Non-Renewal and Revocation

The Sponsor may terminate, revoke or deny renewal or an application for any of the grounds provided by state law, ORC 3314.07, as they exist now or may be amended; upon the failure of the School to meet renewal criteria, or material breach of this Agreement.

All applications must be submitted within the timeframe stated in the application and must be complete. No incomplete applications will be accepted. All application materials will be provided to the School sixty (60) days before the due date.

19.4 Non-Renewal Appeal Procedures

The Sponsor shall provide the School written notice of the grounds for termination or non-renewal by January 15 of the year the Sponsor intends to take action pursuant to ORC 3314.07. Any appeal shall be in accordance with the requirements of ORC 3314.07.

If this Agreement is terminated or not renewed by the Sponsor pursuant to ORC 3314.07(B)(1)(a) or (b), the School shall close permanently at the end of the current school year or on the date specified in the notification of termination or nonrenewal and shall not enter into a contract with any other sponsor, in which case the following procedures, in addition to the Department's closing procedures adopted in compliance with ORC 3314.015(E), shall apply:

- Regarding employees, if there is a collective bargaining agreement that applies, the layoff or other provisions of the collective bargaining agreement shall be followed. In the absence of a collective bargaining agreement, the School may elect to treat employees as laid-off or their positions abolished. Expiring employee contracts may be non-renewed.
- Upon termination of this Agreement, or upon dissolution of the Ohio non-profit corporation upon which the School was established, all equipment, supplies, real property, books, furniture or other assets of the School shall be distributed in accordance with ORC 3314.074 and the Governing Authority's Articles of Incorporation and Code of Regulations.
- Upon request of the Sponsor, the Governing Authority, School, and/or their agents will immediately provide the Sponsor any and all documentation and records, including, but not limited to, financial records deemed necessary by the Sponsor to facilitate the School's closure.

1394 This transmittal of documentation and records to the Sponsor excludes all students' educational
1395 records, which should be forwarded to the individual student's school district of residence.
1396 • In accordance with ORC 3314.44, The School's superintendent, as chief administrative officer of
1397 the School, shall take all reasonable steps necessary to collect and assemble the students'
1398 educational records in an orderly manner and transmit the records to the student's school
1399 district of residence within seven (7) business days of the School's closing.
1400 • The School also hereby agrees that it will cooperate fully with the Sponsor to complete the
1401 appropriate procedures and paperwork as outlined by the Sponsor, the Department, or in
1402 statute, in the event the School is closed. Any refusal by the School to cooperate fully with the
1403 Sponsor will be considered a material breach of this Agreement and may serve as the basis for
1404 any other injunctive relief.

1405 **19.5 School-Initiated Closure or Termination**

1406 Should the School choose to terminate this Agreement, it may do so in consultation with the Sponsor at
1407 the close of any school year and upon written notice to the Sponsor. Notice of intent to non-renew or
1408 terminate the Agreement must be submitted to Sponsor by January 15th of the year the School desires
1409 to terminate. The School understands that at the end of that school year, it must immediately close or
1410 enter into an agreement with another sponsor upon termination of this Agreement. If closure is the
1411 direction, the School must meet all closure requirements as set forth in the closure procedures adopted
1412 by the Department pursuant to ORC 3314.015(E).

1413 **19.6 Dissolution**

1414 In the event the School should cease operations for whatever reason, including the non-renewal or
1415 revocation of this Agreement, the Sponsor shall supervise and have authority to conduct the winding up
1416 of the business and affairs for the School, provided, however, that in doing so, the Sponsor does not
1417 assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this
1418 Agreement. Should the School cease operations, the Sponsor maintains the right to continue the
1419 School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority
1420 hereunder shall include, but not be limited to:

- 1421 • The return and/or disposition of any assets acquired by purchase or donation by the School
1422 during the time of its existence, subject to the limitations of Section 19.7 below; and,
- 1423 • Provide student records to the traditional districts where the students reside or transfer of
1424 records to the schools where the student is now enrolled.
- 1425 • Provide Sponsor with the School's asset report showing all assets purchased with public funds,
1426 all assets purchased with non-public funds, all assets purchased with non-public funds, all assets
1427 purchased with Federal Funds, and the ownership of any and all items used by the School.
- 1428 • Provide Sponsor with the Transcripts of all students graduating at any time during the existence
1429 of the School. Only the transcripts of graduates shall be provided electronically to the Sponsor
- 1430 • Provide Sponsor with a copy of all required closure documents including information regarding
1431 the distribution of assets and school records.

1432 School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of
1433 the School including convening meetings with parents at the Sponsor's request and counseling with

1434 students to facilitate appropriate reassignment. The School must meet all closure requirements as set
1435 forth in the closure procedures adopted by the Department pursuant to ORC 3314.015(E).

1436 **19.7 Distributing Assets of School**

1437 The School agrees to comply with ORC 3314.074, ORC Chapter 1702, and the School's Articles of
1438 Incorporation in distributing the assets of the permanently closed school.

1439 **Section 20 Recitals**

1440 **20.1 Order of Precedence**

1441 In the event of any conflict among the organic documents and practices defining this relationship, this
1442 Agreement shall take precedence over policies of either party and the Application; applicable policies of
1443 the Sponsor that have not been waived shall take precedence over policies and practices of the School
1444 and the Application; and policies of the School and mutually-acceptable practices developed during the
1445 term of the Community School Contract shall take precedence over the Application.

1446 **20.2 Amendments**

1447 This Agreement maybe amended or modified to reflect changes in Ohio Revised Code, Ohio
1448 Administrative Code or any federal regulations. Such amendments will be submitted to the School's
1449 Governing Authority by the Sponsor and shall specify the provisions being amended and the
1450 corresponding references in Ohio Revised Code, Ohio Administrative Code, or any federal regulations.

1451 At the School's request, the Sponsor may approve modifications of the School's academic goals and
1452 objectives based upon school academic progress. Such changes or amendments to the School's
1453 academic goals and objectives must be approved by the Sponsor and the School's Governing Authority.

1454 Other than amendments to address changes in Ohio Revised Code or Ohio Administrative Code, no
1455 amendment to the Agreement shall be valid unless ratified in writing by the Sponsor and the School
1456 Governing Authority and executed by authorized representatives of the Parties.

1457 **20.3 Merger**

1458 This Agreement contains all terms, conditions, and understandings of the Parties relating to its subject
1459 matter. All prior representations, understandings, and discussions are merged herein and superseded by
1460 this Agreement.

1461 **20.4 Non-Assignment**

1462 Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations to
1463 any such accruing to the Party under this Agreement unless the other Party agrees in writing to any such
1464 assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

1465 **20.5 Governing Law and Enforceability**

1466 This Agreement shall be governed and construed according to the Constitution and Laws of the State of
1467 Ohio. If any provision of this Agreement or any application of this Agreement to the School is found
1468 contrary to law, such provision or application shall have effect only to the extent permitted by law.
1469 Either party may revoke this Agreement if a material provision is declared unlawful or unenforceable by

1470 any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision.
1471 The Parties agree, that upon any material changes in law that may materially impact the relationship of
1472 the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in
1473 law, amend this Agreement to reflect such changes.

1474 **20.6 No Third-Party Beneficiary**

1475 The enforcement of the terms and conditions of this Agreement and all rights of action relating to such
1476 enforcement shall be strictly reserved to the Sponsor and the School subject to Section 10 of this
1477 Agreement. Nothing contained in this Agreement shall give or allow any claim or right of action
1478 whatsoever by any other third person. It is the express intent of the Parties to this Agreement that any
1479 person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

1480 **20.7 No Waiver**

1481 The Parties agree that no assent, express or implied, to any breach by either Party of any one or more of
1482 the provisions of this Agreement shall constitute a waiver or any other breach.

1483 **20.8 Notice**

1484 Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon
1485 actual receipt or refusal when sent by personal delivery (subject to verification of service or
1486 acknowledgement of receipt) or one (1) day after deposit with a nationally recognized overnight courier,
1487 or three (3) days after mailing when sent by certified mail, postage prepaid to the Administrator for
1488 notice to the School, or to the designated Sponsor representative for notice to the Sponsor, at the
1489 addresses set forth below. Either party may change the address for notice by giving prior written notice
1490 to the other party.

1491

Sponsor: Director Office of Ohio School Sponsorship Ohio Department of Education 25 South Front Street Columbus, Ohio 43215-4183	School: A+ Children's Academy 114 Obetz Rd. Columbus, Ohio 43207
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1492 **20.9 Severability**

1493 If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the
1494 remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by one or
1495 both Parties in accordance with the terms contained herein.


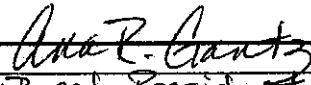
1496 **20.10 Interpretation**

- 1497 • Standards of Compliance. In the event of any disagreement or conflict concerning the
1498 interpretation or enforcement of this Agreement, the Application, and Sponsor policies,
1499 procedures, regulations, or other requirements, unless waived, and compliance by the School

therewith shall be required and measured in the same manner as may be applied and expected by the Sponsor of otherwise-comparable Sponsored schools.

- Business Days. As used in this Agreement "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the State of Ohio are closed.
- Counterparts; Signature by Facsimile or e-Signature. This Agreement may be signed in counterparts, which when taken together, shall constitute one original Agreement. Signatures received by facsimile or by electronic signature by either of the Parties shall have the same effect as original signatures.
- Conflict with Exhibits. In the event of conflicts or inconsistencies between this Agreement, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Agreement; second, the Attachments; and, last the Application.

Executed by the following on the dates provided below.

Ohio Department of Education  Stephanie Siddens, Ph.D. Interim Superintendent of Public Instruction	School  By: <u>Ana R. Grant</u> Its: <u>Board President</u> <u>5/27/22</u>
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Appendices

Appendix 1:	Sponsor Opening and Closing Assurances
Appendix 2:	Sponsor Performance Framework & Current Local Report Card
Appendix 3:	Sponsor Operator Guidelines
Appendix 4:	Specialized Education Model Requirements

Attachments

Attachment 1:	Articles of Incorporation and Appointment of Statutory Agent
Attachment 2:	Tax Exempt Determination Letter
Attachment 3:	List of Governing Authority Members names and contact information. Conflict of Interest Policy and Description of How Governing Authority Members are Selected in the Future (unless these processes are included in the Bylaws (Attachment 4)
Attachment 4:	Code of Regulations (Bylaws)
Attachment 5:	Organizational Chart & Job Descriptions
Attachment 6:	School Education Plan including Contract Goals
Attachment 7:	Operator Contract or Management Agreement
Attachment 8:	Insurance Certificates
Attachment 9:	Enrollment Preferences, Selection Method, Timeline, and Procedures
Attachment 10:	Admission, Withdrawal, Suspension and Expulsion Policies and Procedures
Attachment 11:	Financial Plan (Five Year, Year One Budget and Narrative)
Attachment 12:	Fiscal Officer Bond and Fiscal Officer Contract
Attachment 13:	Employee Benefits
Attachment 14:	School Facility Description and Fully Executed Mortgage or Lease

Appendix 1

Appendix 1
School Opening and Closure Assurances

As the School Governing Authority President/Chairperson of _____ I certify that the School will comply with all Sponsor Opening Conditions and will work to provide documentation as evidence of compliance with Ohio Revised Code Chapter 3314, Ohio Department of Education, requirements of state and local authorities, and Sponsor requirements in order to receive approval to open.

As the School Governing Authority President/Chairperson, if _____ should cease to exist for any reason, including but not limited to suspension, closure or termination as outlined in ORC Chapter 3314, the School Governing Authority agrees to cooperate fully with the Sponsor and comply with all Sponsor and Ohio Department of Education Community School Closing/Suspension Procedures required at the time of the School's closing.

The School Governing Authority appoints _____ (*school leader is customarily recommended as designee*), as Designee, to coordinate the opening and closure of the School and to ensure all requirements of the Community School Closing/Suspension Procedures as prescribed by the Ohio Department of Education and the Sponsor at the time of the School's closing are fully completed and all records are documented and submitted as required.

The School Governing Authority President, Treasurer and Designee hereby acknowledge they have reviewed the Ohio Department of Education Community School Closing/Suspension Procedures in effect at the time of executing this document and understand the responsibilities as assigned 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, 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 costs associated with closure.

Acknowledged and agreed to by the following parties:

Governing Authority

Date

Treasurer

Date

Designee

Date

Print Designee Name/Title

Appendix 2

OFFICE OF SCHOOL SPONSORSHIP
SCHOOL PERFORMANCE FRAMEWORK

This framework provides a comprehensive system for evaluation and monitoring of a community school's academic, operational, legal and fiscal performance. This framework is used to inform decisions on renewal and revocation, corrective action and/or probation considerations for sponsored schools. The goal is for each school to achieve 75% or greater points available in each of the respective areas of academic performance, organizational (operations and legal) compliance, and fiscal performance; however, conditional approval may be considered for those schools not achieving 75% in all areas, but averaging an overall 75% score. During a renewal year, evaluation will include consideration of the current year and the most recent three (3) years of data in each respective area.

School Name		School IRN#					
ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS TRADITIONAL SCHOOLS & DROPOUT RECOVERY							
MOST RECENT COMPLETED SCHOOL YEAR		RUBRIC RATING RECEIVED	RATING SCALE				
ACADEMIC INDICATORS			EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1.	Performance Index Grade	4	5 Stars, 4 Stars or exceeds the overall statewide average	3 Stars or meets the overall statewide average	2 Stars and is below statewide average; or has shown a 10 point improvement over prior year	1 Star and below the statewide average	
2.	Progress Grade	4	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
3.	Mission Specific Sponsorship Contract S.M.A.R.T Goals	4	School shows evidence of exceeding mission specific contract SMART goals	School shows evidence of meeting mission specific contract SMART goals	School shows evidence of meeting some, but not all of its mission specific contract SMART goals	Evidence of meeting mission specific SMART goals is not provided or school is not meeting the goals	
4.	Performance Index vs. District of Residence	4	Exceeds performance index of district of residence of student's attending school	Meets performance index of district of residence of student's attending school	Falls below performance index of district of residence by 1-20 points	Falls below performance index of district of residence by more than 20 points	
5.	Performance Index vs. Statewide Similarly Situated Community Schools (Similar schools are based on the community school's characteristics: 1) Brick and mortar; 2) E-school; 3) Special Education; and 4) Dropout Prevention and Recovery	6	Exceeds performance index average	Meets performance index average gathered	Falls below performance index average gathered	Falls far below performance index average gathered	
6.	Achievement - Indicators met	4	Average passing rate for all grades in reading and math exceeds 50% on school administered norm referenced tests	Average passing rate for all grades in reading and math is 41-50% on school administered norm referenced test	Average passing rate for all grades in reading and math is below 31-40% on school administered norm referenced test	Average passing rate for all grades in reading and math on school administered norm referenced test is 30% or below	
7.	Progress - Multi-Year Index Overall	4	Multi-year index is above 1	Multi-year index is in the range of ± 1	Multi-year index is below -1	Multi-year index is below -2	
TOTAL PAGE 1 OF ACADEMIC INDICATORS		30					

ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS TRADITIONAL SCHOOLS						
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
8. Achievement Grade		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
9. Graduation Rate -- 4 Year		89-100%	84-88.9%	79-83.9%	Below 79%	N/A
10. Graduation Rate -- 5 Year		90-100%	85-89%	80-84%	Below 80%	N/A
11. Graduation Rate -- 6 Year		90-100%	85-89%	80-84%	Below 80%	N/A
12. Graduation Rate -- 7 Year		90-100%	85-89%	80-84%	Below 80%	N/A
13. Graduation Rate -- 8 Year		90-100%	85-89%	80-84%	Below 80%	N/A
14. K-3 Literacy Improvement		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
15. Value Added: Students w/ Disabilities		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
16. Value Added: Lowest 20%		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	Not Rated
17. AMOs (Achievement Gap Closing)		5 Stars, 4 Stars or Exceeds Standards	3 Stars or Meets Standards	2 Stars or Does Not Meet Standards	1 Star	
18. High School Test Passage Rate		36.0-100%	1.0-35.9%	0-0.9%		N/A
19. Prepared for Success Component Grade		5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	N/A
20. Student Subgroups: Attendance Rates		Significant disaggregated group(s) exceed attendance rate of all students	Significant disaggregated group(s) meet attendance rate of all students	Significant disaggregated group(s) fall below attendance rate of all students	Significant disaggregated group(s) fall 10% or more below attendance rate of all students	
21. Student Subgroups: OLEPA Scores for English Learners		OELPA scores from prior to current year show significant evidence of closing achievement gaps for LEP students	OELPA scores from prior to current year trend toward closing achievement gaps for LEP students	OELPA scores from prior to current year show no evidence of closing achievement gaps for LEP students	OELPA scores from prior to current year show evidence of negative growth for LEP students	Not Rated
22. Number of 12th Grade Students Earning Points for Graduation		More than 75% of Students Earned 18 Points	75% of Students Earned 18 Points	Less than 75% of Students Earned 18 Points	Less than 50%	N/A

Office of Ohio School Sponsorship Performance Framework

School Name		School IRN#				
23.	Local Assessments		Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown
24.	Overall Value Added vs. District of Residence or Most Frequent Attendance Area		School VA grade exceeds VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is the same as VA grade of District of Residence or Most Frequent Attendance Area	School VA grade is 1 designation below VA grade of District of Residence or Most Frequent Attendance Area	School VA grade 0 is more than 1 designation below VA grade of District of Residence or Most Frequent Attendance Area
25.	Value Added vs. Statewide		Exceeds overall VA statewide average	Meets overall VA statewide average	Falls below overall VA statewide average	Falls far below overall VA statewide average
26.	Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor)		Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio	
27.	Performance Index		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F
28.	K-3 Literacy		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F
29.	Progress Grade (Value Added Overall)		(3) Year Average Grade is A or B	(3) Year Average Grade is C	(3) Year Average Grade is D	(3) Year Average Grade is F

TOTAL PAGE 2 OF ACADEMIC INDICATORS

TOTAL PAGE 2 OF ACADEMIC INDICATORS

TOTAL PAGE 1 OF ACADEMIC INDICATORS

TOTAL OF ACADEMIC INDICATORS

TOTAL OF (3) YEARS OF DATA

TOTAL OF ACADEMIC INDICATORS

TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS

INDICATORS

ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS DOPR SCHOOLS						
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD	MEETS THE STANDARD	NEEDS IMPROVEMENT		NOT CALCULATED
		(3) points	(2) points	TO THE STANDARD (0) points		
8. Achievement Grade	3	Exceeds Standard	Meets Standards		Does Not Meet Standards	
9. Graduation Rate -- 4 Year	3	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
10. Graduation Rate -- 5 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
11. Graduation Rate -- 6 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
12. Graduation Rate -- 7 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
13. Graduation Rate -- 8 Year	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
14. Combined Graduation Rage	2	Exceeds Standard	Meets Standards		Does Not Meet Standards	Not Rated
15. Value Added	1	A or B	C		F	Not Rated
16. AMOs (Achievement Gap Closing)	1	5 Stars, 4 Stars or Exceeds Standards	3 Stars or Meets Standards	2 Stars or Does Not Meet Standards	1 Star	
17. High School Test Passage Rate	2	36.0-100%	1.0-35.9%	0-0.9%		N/A
18. Number of 12th Grade Students Earning Credentials	1	More than 70% of Students Earned Credentials	60% of Students Earned Credentials	50% of Students Earned Credentials	Less than 50% of Students Earned Credentials	
19. Number of 12th Grade Students Earning Points for Graduation	1	More than 70% of Students Earned 18 Points	60% of Students Earned 18 Points	45% of Students Earned 18 Points	Less than 45%	N/A
20. Local Assessments	2	Students show more than 1 year of growth between fall and spring assessments	Students show growth of at least 1 year between fall and spring local assessments	Students show growth between fall and spring local assessments	No growth shown	
21. Value Added vs. Statewide	2	Exceeds overall VA statewide average	Meets overall VA statewide average	Falls below overall VA statewide average	Falls far below overall VA statewide average	
22. Overall Report Card Grade Compared to 5 Similar Community Schools in Ohio (grade band and demographic as selected by the school and approved by Sponsor)	3	Exceeds the average of 5 Similar Community Schools in Ohio	Performs as well as 5 Similar Community Schools in Ohio	Falls below the Performance of 5 Similar Community Schools in Ohio		
TOTAL PAGE 2 OF ACADEMIC INDICATORS						
TOTAL PAGE 2 OF ACADEMIC INDICATORS		29				

Office of Ohio School Sponsorship Performance Framework

School Name	School IRN#
TOTAL PAGE 1 OF ACADEMIC INDICATORS	30
23. COMBINED OVERALL ACADEMIC INDICATOR RATING (BOTH SECTIONS FOR DROPOUT PREVENTION AND RECOVERY SCHOOLS)	59
TOTAL OF (3) YEARS OF DATA	
TOTAL OF ACADEMIC INDICATORS	
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS	59

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS							
MOST RECENT COMPLETED			RATING SCALE				
SCHOOL YEAR	RUBRIC		EXCEEDS THE	MEETS THE	PROGRESS TOWARD	NEEDS IMPROVEMENT	
ORGANIZATION & OPERATIONS	RATING		STANDARD	STANDARD	THE STANDARD	TO THE STANDARD	NOT CALCULATED
INDICATORS	RECEIVED		(3) points	(2) points	(1) point	(0) points	FOR THIS SCHOOL
1.	Required Number of Board Members Maintained	2	N/A	5 sponsor approved members	4 sponsor approved members for (2) or more consecutive meetings	3 or fewer sponsor approved members for (2) or more consecutive meetings	
2.	Meetings Properly Noticed	2	N/A	Timely public notice provided for all meetings, reschedules, and cancellations	Timely public notice not provided for (2) meetings, reschedules, or cancellations	Timely public notice not provided for (3) or more meetings, reschedules, or cancellations	
3.	Required Board Member Training Obtained	2	N/A	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 100% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for 80-99% of board members	At least (2) hours of annual training completed including Open Meetings, Public Records, and Ethics for less than 80% of board members	
4.	Board Member Qualifications on File	2	N/A	Resume, BCI/FBI, and COI on file within 30 days of appointment or expiration for 100% of board members	Resume, BCI/FBI, & COI on file within 30 days of appointment or expiration for 80-99% of board members	Resume, BCI/FBE, & COI on file within 30 days of appointment or expiration for less than 80% of board members	
5.	Governing Board Member Meeting Attendance	3	Overall member attendance is greater than 90%	Overall member attendance is between 80-90%	Overall member attendance is between 70-80% OR any (1) member misses (3) or more meetings	Overall member attendance is less than 70% OR more than (1) member misses (3) or more meetings	
TOTAL ORGANIZATION & OPERATIONS INDICATORS (out of 11 available)		11					

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS							
MOST RECENT COMPLETED SCHOOL YEAR			RATING SCALE				
LEGAL INDICATORS		RUBRIC RATING RECEIVED	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
6.	On-time Records and Survey Submission	2	School is compliant for 90-100% of ORC/OAC required items	School is compliant for 80-89% of ORC/OAC required items	School is compliant for 70-79% of ORC/OAC required items	School is compliant for less than 70% of ORC/OAC required items	
7.	Contract Compliance	2	School is compliant for 90-100% of contract required items	School is compliant for 80-89% of contract required items	School is compliant for 70-79% of contract required items	School is compliant for less than 70% of contract required items	
8.	LEA Special Education Performance Determination	2	N/A	School does not have an ODE special education corrective action plan (CAP) at the end of the current school year	School has an ODE special education corrective action plan (CAP) at the end of the current school year and it is progressing towards compliance	School has an ODE special education corrective action plan (CAP) at the end of the current school year but is NOT progressing towards compliance	
9.	Pre-Opening Assurances	2	N/A	School met all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	N/A	School did NOT meet all pre-opening assurance requirements prior to the first day of student attendance (health & safety, fire inspection, worker's comp, insurance, food service license, drill logs, safety plans)	

Office of Ohio School Sponsorship Performance Framework

School Name		School IRN#				
10.	Site Visit Compliance	2	N/A	School met all site visit requirements in a timely manner(bci/fbi check results, licensure and training documentation, file reviews, and operational/facility requirements)	N/A	School did NOT meet all site visit requirements in a timely manner
11.	Annual Report	2	N/A	School Annual Report submitted AND made available to parents by the due date	N/A	School Annual Report NOT submitted or NOT made available to parents by the due date
12.	Emergency Management Plan	2	N/A	Emergency Management Plan approved and current	N/A	Emergency Management Plan NOT submitted on time, approved or expired
TOTAL LEGAL INDICATORS (out of 16 available)		14				

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS						
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
13.	Combined Overall Compliance Indicator Rating	2	(3) Year Average Indicator Rating is Exceeds.	(3) Year Average Indicator Rating is Meets.	(3) Year Average Indicator Rating is Does Not Meet.	(3) Year Average Indicator Rating is Falls Far Below.
TOTAL OF (3) YEARS OF DATA		2	67%			
TOTAL OF LEGAL INDICATORS (16 available)		14	88%			
TOTAL OF ORGANIZATION AND OPERATIONS INDICATOR (11 available)		11	100%			
TOTAL OF 3 YEARS OF DATA, LEGAL INDICATORS AND ORGANIZATION AND OPERATIONS INDICATORS (27 available points)		27	85%			

FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
MOST RECENT COMPLETED SCHOOL YEAR FINANCIAL INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (6) points	MEETS THE STANDARD (4) points	PROGRESS TOWARD THE STANDARD (2) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
1.	Five-Year Forecast and Annual Budget Submission	4	N/A	May and November forecasts and October budget approved and submitted on time	May and November forecasts and October budget approved and submitted 1-15 days after deadline	May and November forecasts and October budget approved and submitted 16 or more days after deadline
2.	Current Ratio	6	Current ratio is 1.11 or greater	Current ratio is between 1.0 and 1.10	Current ratio is between 0.9 and 1.0	Current ratio is below 0.9
3.	Debt Ratio	6	Debt ratio is 0 - 20%	Debt ratio is 20.1 - 50.0%	Debt ratio is 40.1 - 60.0%	Debt ratio is less than 60%
4.	Unrestricted Days of Cash	6	School has 61 or more days cash available	School has between 31 to 60 days cash available	School has between 16 and 30 days cash available	School has less than 15 days cash available
5.	Maintenance of Effort (MOE)	4	N/A	The School met both ESEA and IDEA-B MOE	School met either ESEA or IDEA-B MOE but not both	School failed to meet both ESEA and IDEA-B MOE
6.	CCIP - Grant Applications, Grant Revisions, and Project Cash Requests (PCR's) Submitted Timely	2	N/A	School has submitted timely (Monthly or at least Quarterly) PCR's and submitted all applications and/or revisions timely	School has submitted some PCR's through the year and submitted or revised CCIP applications timely	School did not submit timely PCR's, Applications or Revisions
7.	Sponsor Reporting	6	All financial reports and response submitted by	No more than (2) financial reports or responses	Between (3-4) financial reports or responses	More than (4) financial reports submitted late or any
8.	Pre- and/or Post Audit	2	N/A	School held pre- and post audit conferences	School held a post audit conference	School did not hold either a pre- or a post audit conference
9.	Audit Findings	4	School's most recent audit contains (0) findings, (0) management letter comments, and (0) verbal comments	School's most recent audit contains (0) findings, no more than (1) management letter comments, and no more than (2) verbal comments	School's most recent audit contains (0) findings, no more than (2) management letter comments, and no more than (4) verbal comments	School's most recent audit contains any findings, more than (3) more management letter comments, or (5) or more verbal comments
10.	Enrollment Variance/Sustainment (Current Year vs. Previous Year)	6	Enrollment is greater than 95% beginning FTE	Enrollment is between 91% to 95% of beginning FTE	Enrollment is 81% to 90% of beginning FTE	Enrollment is less than 80% of beginning FTE
TOTAL CURRENT YEAR FINANCIAL INDICATORS (52 available points)		46	88%			

FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
RATING SCALE						

Office of Ohio School Sponsorship Performance Framework

School Name		School IRN#				
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2018-2019SY, 2019-2020SY, 2020-2021SY	RUBRIC	EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESS TOWARD THE STANDARD (1) points	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
	RATING					
	RECEIVED					
11.	Combined Overall Fiscal Indicator Rating	2	(3) Year Average Indicator Rating is Exceeds	(3) Year Average Indicator Rating is Meets	(3) Year Average Indicator Rating is Does Not Meet	(3) Year Average Indicator Rating is Falls Far Below
TOTAL OF (3) YEARS OF DATA (3 points available)		2	66%			
TOTAL CURRENT YEAR FINANCIAL INDICATORS		46	88%			
TOTAL (3) YEARS OF DATA AND TOTAL FINANCIAL INDICATORS		48	77%			

OVERALL SCHOOL PERFORMANCE TARGETS AND METRICS SUMMARY	
	RUBRIC RATING
ACADEMIC SCHOOL PERFORMANCE	67.80%
COMPLIANCE SCHOOL PERFORMANCE	85%
FISCAL SCHOOL PERFORMANCE	77%
TOTAL SCHOOL PERFORMANCE	0.76544444

Appendix 3

Operator/Management Company Agreement Guidelines

1. The maximum term of an Operator/Management Company agreement must not exceed the term of the community school contract. After the second year that the Operator/Management Company agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. Operator/Management Company agreements must be negotiated at 'arms-length.' The community school's board and Operator/Management Company must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the Operator/Management Company agreement shall interfere with the community school board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the school. No provision of the Operator/Management Company agreement shall prohibit the community school board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Ohio Sunshine Law.
4. An Operator/Management Company agreement shall not restrict the community school board from waiving its governmental immunity or require a board to assert, waive or not waive its governmental immunity.
5. No provision of an Operator/Management Company agreement shall alter the community school board's treasurer's legal obligation to direct that the deposit of all funds received by the community school be placed in the community school's account.
6. Operator/Management Company agreements must contain the following methods for paying fees or expenses: the community school board may pay or reimburse the Operator/Management Company for approved fees or expenses upon properly presented documentation and approval by the board.
7. Operator/Management Company agreements shall provide that the financial, educational and student records pertaining to the community school are community school property and that such records are subject to the provisions of the Ohio Open Records Act. All community school records shall be physically or electronically available, upon request, at the community school's physical facilities. Except as permitted under the community contract and applicable law, no Operator/Management Company agreement shall restrict the Sponsor's access to the community school's records.

8. Operator/Management Company agreements must contain a provision that all finance and other records of the Operator/Management Company related to the community school will be made available to the community school's governing authority and independent auditor.
9. The Operator/Management Company agreement must not permit the Operator/Management Company to select and retain the independent auditor for the community school.
10. If an Operator/Management Company purchases equipment, materials and supplies on behalf of or as the agent of the community school, the Operator/Management Company agreement shall provide that such equipment, materials and supplies shall be and remain the property of the community school.
11. Operator/Management Company agreements shall contain a provision that if the Operator/Management Company procures equipment, materials and supplies at the request of or on behalf of the community school, the Operator/Management Company shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
12. Operator/Management Company agreements must contain a provision that clearly allocates the respective proprietary rights of the community school board and the Operator/Management Company to curriculum or educational materials. At a minimum, Operator/Management Company agreements shall provide that the community school owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the community school; or (ii) were developed by the Operator/Management Company at the direction of the community school governing board with community school funds dedicated for the specific purpose of developing such curriculum or materials. Operator/Management Company agreements may also include a provision that restricts the community school's proprietary rights over curriculum or educational materials that are developed by the Operator/Management Company from funds from the community school or that are not otherwise dedicated for the specific purpose of developing community school curriculum or educational materials. All Operator/Management Company agreements shall recognize that the Operator/Management Company's educational materials and teaching techniques used by the community school are subject to state disclosure laws and the Open Records Act.
13. Operator/Management Company agreements involving employees must be clear about which persons or positions are employees of the Operator/Management Company, and which persons or positions are employees of the community school. If the Operator/Management Company leases employees to the community school, the

- Operator/Management Company agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the community school or working on community school operations. If the community school is staffed through an employee leasing agreement, legal confirmation must be provided to the community school board that the employment structure qualifies as employee leasing.
14. If the Operator/Management Company hires the community school superintendent and/or school educational leaders the agreement must include a provision that permits the Community School board to approve the hiring decisions, permit the Community School board to evaluate the superintendent and/or educational leaders, and make recommendations as to the continuation and/or termination of the superintendent and/or school leaders.
 15. Operator/Management Company agreements must contain insurance and indemnification provisions outlining the coverage the Operator/Management Company will obtain. The Operator/Management Company's insurance is separate from and in addition to the insurance for the community school board that is required according to the community school contract. Insurance coverage must take into account whether or not staff at the school are employees of the Operator/Management Company or the school.
 16. Marketing and development costs paid by or charged to the community school shall be limited to those costs specific to the community school program, and shall not include any costs for the marketing and development of the Operator/Management Company.
 17. If the community school intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the Operator/Management Company, then such agreements must be separately documented and not be a part of or incorporated into the Operator/Management Company agreement. Such agreements must be consistent with the school's authority to terminate the Operator/Management Company agreement and continue operation of the school.
 18. If requested, the Operator/Management Company must provide detailed financial information to the Sponsor as required by the community school contract between the sponsor and the community school.

Appendix 4

Appendix 4

Specialized Education Model Requirements

E-Schools

If the School is an on-line (e-school), comply with the following pursuant to ORC 3314.21:

- The School shall use a filtering device and 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. If the student chooses to use his or her own computer not obtained from the School, the School shall provide such device and/or software to the student at no cost. The School shall provide a demonstration of such software and documentation that it is placed on all computers and/or offered to students who use his or her own computers to the Sponsor on an annual basis.
- The School shall develop and provide a plan to the Sponsor by August 1 of each year describing the plan by which its full-time teachers will conduct visits to the students in person throughout the year. The School shall also provide documentation to the Sponsor that the plan was complied with each school year. Evidence of compliance with the plan must be reviewed and submitted to the Sponsor annually.
- The School shall set up a central base of operation where all administrative activities occur and provide the Sponsor with the location of the central base of operations. The Sponsor shall maintain a representative within fifty miles of that central base of operations.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Blended Learning

If the School operates as a designated blended learning school, as defined in ORC 3301.079, the School must comply with the following:

- Follow the Sponsor approved blended learning educational model or models that will be used;
- Maintain a description of how student instructional needs will be determined and documented;
- Maintain documentation of the method to be used for determining competency, granting credit, and promoting students to a higher-grade level;
- Follow the School's attendance requirements, including documentation of participation in learning opportunities;

- Follow the Sponsor approved statement describing how student progress will be monitored;
- Follow the Sponsor approved statement describing how private student data will be protected; and
- Follow the Sponsor approved program for offering professional development activities offered to teachers.

The School shall also comply with the Departments FTE manual requirements for reporting and documenting learning opportunities. The School's software shall include tracking of log-in and log-out as well as time spent in educational/learning modules and idle time. Further, the School shall document learning as required by ORC 3314.08.

Dropout Prevention and Recovery Program (Alternative Education School)

If the School operates a dropout-prevention and recovery school, comply with all provisions of statute and administrative rule as currently written or as amended during the term of this Agreement relating to dropout-prevention and recovery schools. Specifically, the School agrees to develop a program that complies with the Ohio Administrative Code 3301-102-10 including meeting required enrollment and testing requirements for student enrolled in the dropout prevention and recovery program:

- The program serves only students not younger than sixteen years of age and not older than twenty-one years of age;
- The program enrolls students who, at the time of their initial enrollment, either, or both, 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 program requires students to attain at least the applicable score designated for each of the assessments prescribed under division (B)(1) of section 3301.0710 of the Revised Code or, to the extent prescribed by rule of the state board of education under division (D)(6) of section 3301.0712 of the Revised Code, division (B)(2) of that section;
- The program develops an individual career plan for each student that specifies the student's matriculating to a two-year degree program, acquiring a business and industry credential, or entering an apprenticeship;
- The program provides counseling and support for the student related to the plan developed under division (A)(4) of that section during the remainder of the student's high school experience; and
- The program's instructional plan demonstrates how the academic content standards adopted by the state board of education under section 3301.079 of the Revised Code will be taught and assessed.

The School shall ensure that each student has an individualized Student Success Plan that identifies the students goals, program of study, and meets the requirements of statute and rule.

Attachment 1



Form 541 Prescribed by:

JON HUSTED
Ohio Secretary of State

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

Mail this form to one of the following:

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

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

Certificate of Amendment
(Nonprofit, Domestic Corporation)
Filing Fee: \$50

Check the appropriate box:

☒ Amendment to existing Articles of Incorporation (128-AMD)

Amended and Restated Articles (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

Charter Number

RECEIVED
SECRETARY OF STATE
2012 JUN 14 AM 11:14
CLIENT SERVICE CENTER

Check one box below:

☒ The articles are hereby amended by the **Members** pursuant to Ohio Revised Code section 1702.38 (C) or (D)

☐ The articles are hereby amended by the **Directors**. Pursuant to Ohio Revised Code section 1702.38(E). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided - this may be attached with the resolution

A copy of the resolution of amendment is attached to this document.

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A).

Required

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

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

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

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

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

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

Jacqueline Gardner
Signature

By (if applicable)

X *Jacqueline Gardner*
Print Name

Stacia Howard
Signature

By (if applicable)

X *STACIA HOWARD*
Print Name

Lisa Lynn Counts
Signature

By (if applicable)

X *LISA COUNTS*
Print Name

Lori Conley
Signature

By (if applicable)

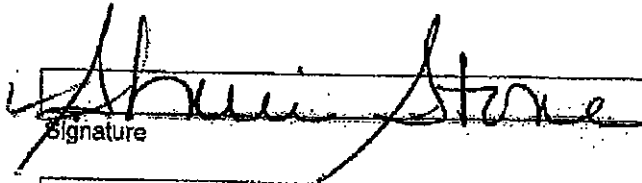
X *LORI CONLEY*
Print Name

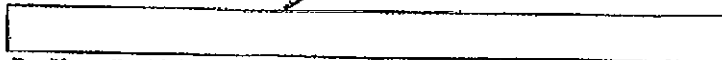
Required

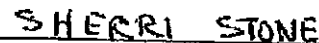
Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

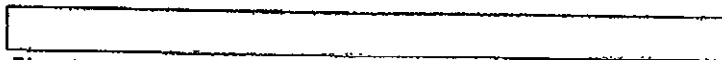
If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

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

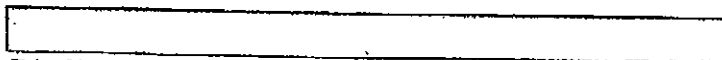

Signature


By (if applicable)

X 
Print Name


Signature


By (if applicable)


Print Name

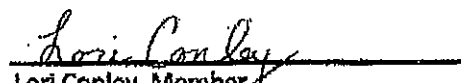
RESOLUTION OF THE MEMBERS OF A+ CHILDREN'S ACADEMY, INC.

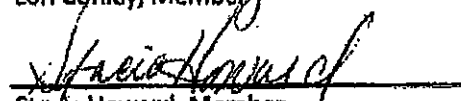
Be it Resolved that on this 8th day of June 2012 all of the members of A+ Children's Academy, being present do hereby waive notice of the time, date, and place of this meeting and hereby amend the Articles of Incorporation to read as follows:

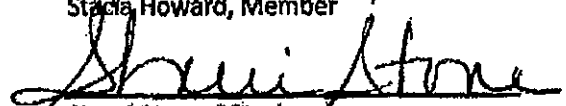
- A. Said organization is organized exclusively for charitable, education, and scientific purposes: including, for such purposes, the making of the distributions to organizations that qualify as exempt organization under 501 (C) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code.
- B. No part of the net earnings of the organization shall insure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensations for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of organization shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. No withstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on:
 - a) By an organization exempt from federal income tax under 501 (c) (3) of the Internal Revenue Code, corresponding section of any future federal tax code, or
 - b) By an organization, contributions to which are deductible under 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.
- C. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal balance of the organization then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.


Jacqueline Gardner, Member


Lisa Counts, Member


Lori Conley, Member


Stacia Howard, Member





DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/18/2012	201217000019	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	100.00		.00	.00

Receipt

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

C. RON SAMS
138 JANA KAY COURT
COLUMBUS, OH 43207

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

1346555

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

A+ CHILDREN'S ACADEMY, INC.

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

Document(s)

DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):

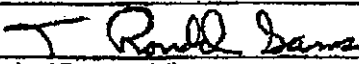
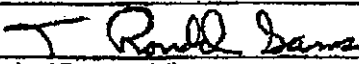
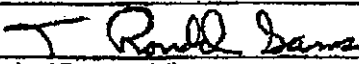
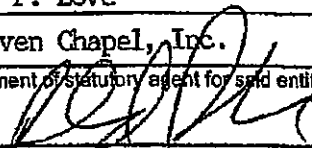
201217000019



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 14th day of June, A.D.
2012.

Ohio Secretary of State

Complete the information in this section if box (1) (2) or (3) is checked.							
ORIGINAL APPOINTMENT OF STATUTORY AGENT							
The undersigned, being at least a majority of the incorporators of <u>Deer Haven Chapel, Inc.</u>							
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							
<u>Donald P. Love</u> (Name)							
<u>261 S. Hamilton Rd.</u> (Street)	NOTE: P.O. Box Addresses are NOT acceptable.						
<u>Columbus</u> , <u>Ohio</u> (City)	<u>43213</u> (Zip Code)						
Must be authenticated by an authorized representative	<table style="width: 100%;"> <tr> <td style="width: 70%; text-align: center;">  Authorized Representative </td> <td style="width: 30%; text-align: center;"> <u>10/17/02</u> Date </td> </tr> <tr> <td style="height: 40px; text-align: center;"> Authorized Representative </td> <td style="height: 40px; text-align: center;"> Date </td> </tr> <tr> <td style="height: 40px; text-align: center;"> Authorized Representative </td> <td style="height: 40px; text-align: center;"> Date </td> </tr> </table>	 Authorized Representative	<u>10/17/02</u> Date	Authorized Representative	Date	Authorized Representative	Date
 Authorized Representative	<u>10/17/02</u> Date						
Authorized Representative	Date						
Authorized Representative	Date						
ACCEPTANCE OF APPOINTMENT							
The Undersigned,	<u>Donald P. Love</u> , named herein as the						
Statutory agent for,	<u>Deer Haven Chapel, Inc.</u>						
, hereby acknowledges and accepts the appointment of statutory agent for said entity.							
Signature:  <div style="text-align: center;">(Statutory Agent)</div>							

Attachment 2

11/19/2014

Tax Exempt Form.jpg

Sep 06 12:01p

Children's Academy

6144920035

p.2



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550279
Aug. 29, 2012 LTR 4168C 0
13-4223340 000000 00

00032698

BDDC: TE

A CHILDRENS ACADEMY INC
% RDN SAMS
138 JANA KAY CT
COLUMBUS OH 43207-5315

025955

Employer Identification Number: 13-4223340
Person to Contact: Sophia Brown
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your June 29, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 2003.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Attachment 3

Governing Authority Members	Phone Number	Email
Sherry Kuehnle, President	614-361-3566	sherry.kuehnle@yahoo.com
Ana Gantz	614-893-4604	anargantz@gmail.com
Duane Miller	313-574-3792	duanekmiller@gmail.com
John Storts	614-204-9571	sporjo@aol.com
Patricia King	614-288-3712	jason_k_43068@yahoo.com

Attachment 4

A+ Children's Academy

114 Obetz Rd. Columbus, OH 43207 Phone: 614-491-8502 Fax: 614-491-8631

Charter School By-Laws

Article I A+ Children's Academy

Section 1. Name. The name of the corporation is A+ Children's Academy.

Section 2. Location. The principal location of A+ Children's Academy shall be 114 Obetz Rd. Columbus, Ohio 43207.

Section 3. Purposes. The Corporation is a non-profit corporation organized under the laws of the state of Ohio and its purposes are exclusively educational as set forth in the Certificate of Incorporation. More specifically, the purposes for which the Corporation is organized are listed in the THIRD article of the original articles of incorporation which reads as follows:

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

Section 4. Statute and Code. The Corporation shall operate in accordance with the Charter School Program Act of 1997 Ohio revised code 3314, and amended in Ohio House Bill 364.

Section 5. Non-discrimination. The Corporation shall not discriminate on the bases of race, religion, national origin, gender or age in both the hiring and other employment practices of the school or in its admission policies for students. Further, the Corporation shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies or practices. The Corporation shall conduct all of its activities in accordance with all applicable local, state, and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of charter public schools in the State of Ohio.

Section 6. Instructions Using Nondiscrimination Policy in Printed Materials.

"As you print or revise publications for your classroom, offices, and departments, please be reminded that A+ Children's Academy's Nondiscrimination statement must be included in all school publications, such as brochures, pamphlets, manuals, and guidebooks, describing or inviting participation in programs at the A+

Children's Academy." The inclusion of the nondiscrimination statement is required by federal regulation and is designed to make clear to prospective applicants or participants the Corporation's commitment to equal opportunity employment and equal access to its programs and activities. With the increase in desktop publishing, it is important for individual departments to be aware of this requirement and to include the nondiscrimination statement in all school publications. This statement will also be placed on the A+ Children's Academy webpages.

Article II Members

Section 1. Non-membership Corporation. The Corporation shall have no members. The Directors shall have all powers and duties for the conduct of the activities of the Corporation.

Article III Board of Directors

Section 1. Number. The Board of Directors shall have a minimum of five and not more than eleven members and the qualification, number, and rights of the members shall be as determined by the Board of Directors. The Administrator of the charter school shall be a non-voting member of the Board of Directors.

Section 2. Election. Members shall be elected by the Board of Directors. An affirmative vote of 2/3 of the Board shall be required for election. The positions of those whose terms have expired shall be open to be filled by candidates recommended either by current board members, administrators, staff, or parents/guardians of any children currently attending the school. Proxy voting is prohibited and will only be conducted with the board being in full attendance. Votes shall be taken immediately after vetting of the candidates by a yes/no vote. Newly elected members shall assume office following their election to the Board.

Section 3. Qualifications. Qualifications shall be determined by the Board of Directors. No former employee, subcontractor or vender can be elected to the Board for three years after departing or doing business with the Board.

Section 4. Powers. The Board of Directors shall have all powers and authority, as designated in the Charter, for the management of business, property, and affairs of the Corporation, to do such lawful acts as it deems proper and appropriate to promote the objectives and purposes of the Corporation. The Board of Directors may, by general resolution, delegate to committees of its own number or to officers of the Corporations such powers as it may seem fit for specified periods of time. Each member shall be entitled to one vote on each matter submitted to a vote of the members.

Section 5. Term Limits. Director membership shall have no term limits. Previous Directors shall be re-eligible for membership at any time a vacancy on the Board exists.

Section 6. Resignation and Removal. A Director may resign by submitting his or her resignation in writing to the Chairman of the Board of Directors. A Director may be removed for cause at a meeting of Directors by an affirmative vote of two-thirds of the remaining Board of Directors. Directors being considered for removal shall receive at least two weeks' notice of such proposed action and shall have the opportunity to address the Board regarding such action prior to any vote on such removal.

Article IV Meeting of Board

Section 1. Annual Meeting. An annual meeting of the Board of Directors for the election of Directors and Officers and such other business as may come before the meeting shall be held in January of each year. Written notice shall be given not less than 30 days nor more than 45 days of the time, place, and purposes of the meeting. The meeting shall be held at the principal location of the Corporation or such other place as shall be specified in the meeting notice. The notice shall comply with the Open Public Meetings Act (Sunshine Law) ORC 121.22A.

Section 2. Regular Meetings. In addition to the Annual Meeting, Regular meetings of the Board of Directors shall be held at least 8 times within each calendar year. Dates and times of meetings to be determined at Annual Meeting in January. Timely public notice of all such regular meetings shall be provided as specified in the Open Public Meetings Act (Sunshine Law) ORC 121.22A.

Section 3. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chairman or by a petition signed by a majority of the full Board of Directors. Such meetings shall be held upon no less than two business days' notice given personally or by telephone, telephone facsimile, or electronic mail or upon not less than four business days' notice given by depositing notice in the United States mail, postage prepaid. Such notice shall specify the time and place of the meeting and in all respects comply with the notice requirements contained in the Open Public Meetings Act (Sunshine Law) ORC 121.22A.

Section 4. Place of Meeting. The Board of Directors may designate any place within Franklin County, Ohio, as the place of meeting for any annual meeting or any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the principal office of the Corporation.

Section 5. Open Public Meetings Act. All meetings of the Board of Directors shall be held in accordance with the Ohio Open Public Meetings Act, (Sunshine Law) ORC 121.22A. Adequate notice of all meetings subject to the Act shall be provided as specified in the Open Public Meetings Act (Sunshine Law) ORC 121.22A.

Section 6. Quorum. A majority of the full number of Directors shall constitute a quorum of the Board for the transaction of business. When a quorum is present, a majority of the Directors present may take any action on behalf of the Board, except to the extent that a larger number is required by law, by the Charter, or by these By-laws. Every act of a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 7. Vacancies. A vacancy on the Board of Directors, including a vacancy caused by an increase in the number of Directors, may be filled by a majority vote of the remaining Directors to elect a person(s) to fill the vacancy (ies).

Section 8. Compensation. Directors receive no payment for their services. With Board approval, Directors may be reimbursed for out-of-pocket expenses incurred on approved Board business. Directors must present receipts for all such expenses, which shall be for the Directors only, and shall be itemized and documented.

Such expenses must be approved by a motion of the Board at the meeting immediately following the expenditure(s). Each year, at the annual meeting, the Board of Directors shall set a schedule of allowable charges for meals, lodging, and mileage expended on Board business. Reimbursements shall not exceed these limitations.

Section 9. Meeting Attendance. Directors are expected to attend all Board meetings. It shall be the duty of the Secretary of the Board to communicate with any Director after such Director's three unexcused, consecutive absences to ascertain the Director's interest in retaining Board membership. Failure to provide an adequate response may qualify as sufficient cause for removal from the Board of Directors.

Article V Committees

Section 1. Establishment. The Board of Directors may appoint such standing committees and/or ad hoc committees as it thinks necessary for the effective governing of the school.

Section 2. Standing Committees. Each standing committee shall have a charge specific to its permitted activities and such charges shall be incorporated into the charter school policy manual. The function of any committee so established shall be fact-finding, deliberative, and advisory to the Board of Directors. Committees shall not have authority to take legislative or administrative actions, nor to adopt policies for the school. Standing committees shall be made up of no more than one less than a quorum of the Board of Directors. The chairman shall be an ex officio member of each committee. The administrator of the charter school shall be an ex officio member of each committee, except where his/her evaluation, tenure, or salary are to be deliberated.

There are currently no standing committees.

Section 3. Ad Hoc Committees. Each ad hoc committee shall have a charge specific to its permitted activities and that charge shall include the date on which the committee is to present its final report to the Board of Directors and be dissolved. Members of ad hoc committees shall be drawn from those parents and staff of the school community who indicate interest in serving on the ad hoc committee and from such others as may and no more than 15 members. Members shall be deemed appropriate by the Board of Directors. Ad hoc committees shall be made up of no less than nine not eligible to serve on ad hoc committees, since they have authority and responsibility to review the committee's recommendations and adopt them or not.

Article VI Directors

Section 1. Titles. The Officers of the Corporation are President, a Vice President, and a Treasurer. The Board of Directors may create such other officer positions as it thinks necessary. Each officer position shall have its duties and responsibilities specified and included in these By-Laws. No Officer may hold more than one position at the same time unless approved by a majority of the Board of Directors.

Section 2. Election. The Officers shall be elected from among the Board of Directors at each annual meeting of the Directors and shall serve for one year and until their successors are elected and qualified.

Section 3. Terms. The Chairman may serve no more than two consecutive five-year terms. Officers elected to the other officer positions may serve no more than five consecutive two-year terms. Former officers, after a break in service of one year, may be elected to another term as an officer.

Section 4. Duties. Officers shall have the duties and responsibilities belonging to their office, including those that follow.

- (a) The President shall be the chief executive officer of the Corporation, responsible along with his/her fellow Directors, for the oversight of its business and affairs. He/she shall preside at all meetings of the Board. The President shall have full and equal vote as accorded to all Directors. The President may enter into and execute in the name of the Corporation contracts or other instruments that are authorized by the Board of Directors. The President may delegate, as needed, to any other officer any or all of the duties of the office of the President. He/she shall have such other powers and duties as may be prescribed by the Board of Directors or by these By-Laws.
- (b) The Vice President shall have such duties and responsibilities as may be delegated to him/her by the President. The Vice President shall have full and equal vote as accorded to all Directors. In the absences of the President, the Vice President shall perform all the duties of the President and, when so acting, shall have all the responsibilities of and be subject to all the restrictions as fall upon the President, including presiding at meetings of the Board of Directors. He/she shall have such other powers and duties as may be prescribed by the Board of Directors or by these By-Laws.
- (c) The Treasurer/designee shall fulfill the role of Secretary. The Secretary shall cause notices of all meetings to be served to all members of the Board of Directors and the President and shall keep or cause to be kept the minutes of all meetings of the Board, including the time and place, the names of those present, the actions taken, and the votes on such actions. The Secretary shall present the minutes of the previous meeting at the subsequent meeting to be voted on by the Board and duly noted in the minutes of the instant meeting. The Secretary shall keep the Seal of the Corporation. He/she shall have such other powers and duties as may be prescribed by the Board or by these By-Laws.
- (d) The Treasurer/designee shall be the chief financial officer of the Corporation and shall take responsibility of the financial records, investments, and other evidences of school properties and assets. The Treasurer shall keep regular books of account for the Corporation that set out business transactions of the Corporation. Such books to be at all times open to inspection at their place of keeping to any Board of Directors member. The Treasurer shall be the chair of the Financial Committee, which shall prepare an annual budget, in conjunction with the School Administrator for the consideration and approval of the Board of Directors. The Treasurer shall ensure that the School Administrator deposits all moneys and other valuables in the name and to the credit of the Corporation with such depositaries as shall be designated by the Board of Directors. The Treasurer shall be in charge of the investment and reinvestment of funds of the Corporation and the disbursement of funds of the Corporations as may be ordered by the Board of Directors. The Treasurer shall render to the Board of Directors and the members of the school community, at the Annual Meeting, statements evidencing the current financial condition of the Corporation. The

Treasurer shall establish a system of adequate financial recording showing quarterly income, expenditures, and balance and shall, at the first meeting following the end of each quarter, submit to the Board of Directors a detailed written financial report in compliance with the Ohio statutes and regulations relating to charter schools. The Treasurer, annually shall recommend an auditing firm to be hired by the Board of Directors to review the books of the Corporation and provide a report on them to the Board of Directors. The Treasurer's job responsibilities can be delegated to a third party contract with approval from the board.

Section 5. Removal. Any officer may be removed from office, with or without cause, by the affirmative vote of two-thirds of the full membership of the Board of Directors at any regular meeting or special meeting called for that purpose. Any officer proposed to be removed for cause shall be entitled to at least five business days' notice in writing by mail of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting.

Article VII Contract, Checks, Deposits and Funds

Section 1. Contracts. The board of trustees may authorize any office or officers, agent or agents of the corporation, in addition to the officers so authorized by these regulations; to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confirmed to specific instances,

Section 2. Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of trustees. In the absence of such determination by the board of trustees, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice-president of the corporation.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of trustees may select.

Section 4. Gifts. The board of trustees may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of the corporation.

Article VIII Amendments to By-Laws

Section 1. Amendments. The Board of Directors shall have the power to make, amend, or repeal the By-Laws of the charter school, either in whole or in part. The By-Laws may be amended at any regular meeting of the Board of Directors or any special meeting called for that purpose. Written notice stating the time and location of the regular meeting or special meeting must be given to all Directors and posted on the school's website and at the school's physical location as required by the Open Public Meetings Act not less than ten (10) days prior to the meeting at which such change (s) shall be proposed and voted

upon. Any change shall require the approval by two-thirds (2/3) vote of the full membership of the Board.

Article IX Dissolution

Section 1. Revocation of the Charter. If, at any time and for any reason, the Corporation's charter all outstanding claims by creditors, will be distributed equitably by the Commissioner of Education, in accordance with law, among the participating districts of residence and nonresident district(s).

Section 2. Voluntary Dissolution. Should the Corporation choose to dissolve for reasons other than the revocation of its charter or financial insolvency, the assets of the corporation shall be distributed first to the retirement funds of employees of the school, employees of the school, and private creditors who are owed compensation, and then any remaining funds shall be paid to the Ohio Department of Education in accordance with Ohio law. If the assets of the school are insufficient to pay all persons or entities to whom compensation is owed, the prioritization of the distribution of the assets to individual persons or entities within each class of payees may be determined by decree of a court in accordance with Ohio law.

Article X

Section 1. Indemnification of Chairmen and Directors. The Corporation shall indemnify every corporate agent as defined in and to the full extent permitted by Sections 1702.12 (E) of the new ORC. A Director or officer shall not be personally liable to the Corporation for damages for breach of any duty owed to the Corporation, its beneficiaries, or its Board of Directors, except that nothing contained herein shall relieve a Director or officer from liability for breach of a duty based on an act of omission:

- (a) In breach of such person's duty of loyalty to the Corporation;
- (b) Not in good faith or involving a knowing violation of law; or
- (c) Resulting in receipt of an improper personal benefit.

Section 2. Insurance. The Board of Directors shall provide for the liability and other forms of insurance considered to be necessary and prudent as protection against possible claims.

Section 3. Audit. At the close of each fiscal year, an independent auditor, who is either a Certified Public Accountant or a Registered Municipal Accountant, and who has expertise in accounting of tax-exempt organizations generally, shall audit the accounts of the Corporation. The auditor shall be hired for this purpose by a majority vote of the members of the Board of Directors present at the regular public meeting at which the motion to hire the auditor is being considered. The audit shall be done in compliance with Ohio statutes governing Charter Schools and with all applicable state and federal laws controlling non-profit tax-exempt corporations. Copies of the audit shall be provided to agencies in accordance with ORC 3314 and House Bill 364 requirements.

Article XI Conflict of Interest Policy

Section 1. Purpose. The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Organization or might result in possible access benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. Definitions.

1. Interested Person: Any Director, Principal Officer, or member of the committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which the organization has a transaction or agreement,
 - b. A compensation arrangement with the organizations or with an entity or individual with which the Organization 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 Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. 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 appropriate governing board or committee decides that a conflict of interest exists.

Section 3. Procedures.

1. Duty to Disclose:

In connection with and actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with the governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists:

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest:

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion

of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

- b. The chairperson of the governing 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 governing board or committee shall determine whether the organization can obtain with reasonable efforts a more advantageous transaction or arrangement 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 possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interests, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or agreement.
4. Violations of the Conflicts of Interest Policy:
- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the members of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings. The minutes of the governing board in all committees with four delegated powers shall contain:

- 1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committees 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 alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation.

- 1. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to the member's compensation.

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6. Annual Statement. Each director, principal officer and member of a committee with the governing board-delegated powers shall annually sign a statement, which affirms such person:

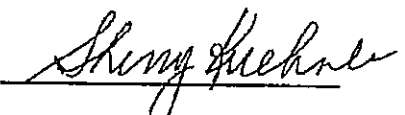
1. Has received a copy of the conflicts of interest policy,
2. Has read and understands the policy,
3. Has agreed to comply with the policy, and
4. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum include the following subjects:

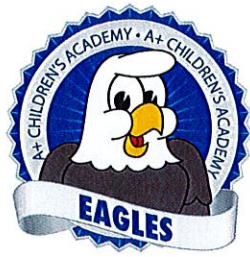
1. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in, impermissible private benefit or in an excess benefit transaction.

Section 8. Use of Outside Experts. When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

These By-Laws were adopted by the Board of Directors at its meeting held on January 13, 2020 by a vote of 4 to 0.


Board President

Attachment 5



Organizational Chart



Attachment 6

2022-2023 Renewal School Application

Attachment 3

Education Plan Template

Please refer to the information below when completing the Education Plan sections. Each section provides guidance and identifies requested information relative to each application/question content area. The Education Plan should be no more than twenty-five (25) 8 ½ x 11" pages with one inch (1") margins and font no smaller than size 10.

EDUCATION PROGRAM, PHILOSOPHY, AND CURRICULUM

Education Philosophy
State the educational philosophy that encompasses the vision, values and purpose for which the proposed school is being founded. Provide a statement including how the philosophy will be communicated to teachers, families, students, staff, the community and stakeholders.
Statement: A+ Children's Academy's educational philosophy was founded on the integration of the arts to enhance the educational programming in the core content areas. We believe that through the arts, students will be engaged and be able to reach their full potential. We will meet children at their level, work with families and the community to move forward in the best way possible for each student. We discuss this philosophy when talking with students, teachers, staff and families. We do it at school, during parent/teacher conferences or other gatherings. When explaining our school to new partners in the community or stakeholders, we discuss our philosophy and what we are trying to do for students.
Core beliefs and values (which align with the school's mission and philosophy): We are student focused. We learn about each student and address each individual need(s) the best that we can whether it is through art integration in subject matter, individual academic and or social emotional support, small group, or working and engaging parents or family members. Everything we do must be in the best interest of the students. We believe that the student's social and emotional well-being needs to be addressed in order for the student to make progress. The other value of our school is that everyone is treated with dignity. When implementing PBIS, this was an engaging discussion with students and staff. We need to treat students with dignity in order to work with them, show them we care, and help them both socially and academically.
Describe the length of the school year and day (include other areas of school design): The school year is 167 days, 1,043.75 hours total starting in the month of August and ending in May. The school day is 6.25 hours long. This year we will be providing after school tutoring for one hour 2/3 times a week. We will also have a summer program for 6 months starting in the summer of 2022.

Educational Programming
Describe the schools educational programming and the instructional materials that will be used to implement the curriculum.

Statement:

Reading and math are the areas of most concern at A+ Children's Academy. However, I would say that reading is our first priority. We continue to do poorly on the state tests. Our STAR data shows growth for students but it doesn't carry over to the state test. Being out of school at the end of the 19-20 school year and then being in and out of school in 20-21 due to COVID we have definitely seen a decline in reading and math. We have a plan to close the gap in those areas which is addressed below.

We have a 90-minute block of reading intervention in the morning using SPIRE (Specialized Program Individualizing Reading Excellence). This program comes with decodable books. While students are in their intervention group the other set of students are working in Amplify. Amplify is an online program that is centered around the student's area of weakness(es).

We continue with a 120-minute block of CKLA (Core Knowledge Language Arts). This is broken down into 2 parts; Skills and Listening/Learning Skills.

We have a 60-minute block for math in which we use iReady Math. For math, the students have all the manipulatives that are required for the lessons so they are able to do everything individually or in small group.

Social Studies is typically integrated into the English Language Arts lessons. If not, the students use Studies Weekly to address areas that not covered anywhere else. There is also audio that comes with Studies Weekly which is very helpful.

Science is integrated in with math when appropriate. If not, teachers use Science Weekly and conduct experiments that go with the learning standards.

Arts is also integrated into these subjects when appropriate.

Our special education program uses a variety of resources depending on the goals of each student. She does have 20 hours of Orton-Gillingham training so she uses some of that and then a lot of hands on activities building phonemic awareness and phonics and these activities are centered around The Science of Reading. With the changes in the curriculum and the professional development in the teaching of reading, we anticipate seeing an increase in student success in the core academic areas of reading, writing and mathematics.

Describe how the education program will serve the diverse needs of the individual students (provide evidence and explicit research citations or other data that was reviewed by the school in selecting the educational program (this research and data should include information related to how the program and practices will result in improved student outcomes, high academic achievement and the attainment of knowledge, skills and experiences that ensure college and career readiness):

When researching curriculum, I wanted something that all teachers could do with fidelity. All teachers need to use the same vocabulary so when students go to the next grade they are familiar with what the terminology.

We began focusing on the Science of Reading so I was looking at curriculum that focused around that research. SPIRE was an intervention program that was introduced to me by a teacher. SPIRE is a comprehensive, multisensory reading intervention program that integrates phonological awareness, phonics, fluency, vocabulary, spelling, comprehension and handwriting. It incorporates the most recent research regarding best practices in reading instruction. This

program is based on the Orton-Gillingham Approach so it also helps students who may have dyslexia. This program can be used with Tier II or Tier III students.

SPIRE was used by a local school district in the area and research was conducted by EPS Literacy and Intervention on the program. Their study was based on 75 special education students. The research showed that all students achieved significant reading gains in all primary outcome measures. I saw several testimonies by principals whose schools showed significantly improvement with reading. Another study I read was from a school in Utah. The question was "Do students that receive SPIRE intervention demonstrate significant learning gains in reading during one school year? The students were in grades 2-7. They used DIBELS as their assessment. They did a pre and posttest with these students. The students improved by 25.6 words correct a minute, 6.8 points better on retell fluency and 95.8 points on composite score, which represents all scores. We currently use STAR for reading but next year we will move to DIBELS since it is aligned with SPIRE. We do not currently use DIBELS but it is something that we would like to move to next school year.

Those were just a few of the many stories/studies that I read about while researching.

CKLA/Amplify was another program that I learned about while studying The Science of Reading. It meets criteria for Tier II – moderate evidence. Amplify is the online program that we are using in conjunction with CKLA. Amplify reading is a personalized reading program built on the latest research in the Science of Reading and Learning. I looked at a study from 2019 for a Title I schools in a racially, ethnically and linguistically diverse urban school district. This study used over 11,000 students. They had two groups; one group that didn't use Amplify and one group that were engaged in Amplify for 4 hours in a semester. All grade levels made significant gains. 69% of all kindergarteners made above average growth in reading versus 61% who didn't use the program as long. In Grade 3, 54% made above average growth compared to 44% of the group not using the program for as long.

"CKLA is a comprehensive program for teaching reading, writing, listening, and speaking while also building students' vocabulary and knowledge across essential domains in literature, world and American history, and the sciences." CKLA builds a student's background knowledge. Our students come from low income homes and they do not have a lot of background knowledge for numerous reasons. CKLA builds background knowledge which will help students construct a meaningful mental model of what the text is about. This program comes with readers for the students as well as listening and learning books. Since it covers a variety of topics we can pull in our social studies during this time. Our Arts program is also integrated into some of these lessons. Included in the program is more research based foundational skills and this is what our students lack. New York City conducted a pilot for three years on the use of CKLA in grades K-2 in low income schools and they found that all students made gains using CKLA.

CKLA and SPIRE are scripted and the staff felt that was also important because it helps with fidelity. Everyone should be doing the same things and using the same language.

iReady has classroom instruction and personalized learning. Students who use iReady personalized instruction for 45 minutes or more per week showed an increase of 38% over the students who didn't use the personalized plan. This program helps with closing the gap. They learn standards for their grade level but they have a personalized plan that will help with areas that the student is still struggling with. The students are given the time in the day to work on both. They have a variety of manipulatives that they use with this program. It also builds on math strategies and vocabulary. Students work in groups and discuss the strategies they would use to solve the problem and then they have to explain answers which are both key components.

Provide data to show that the education program demonstrates an understanding of the school's special education obligations:

SPIRE. is our Tier II reading intervention that we use to try and close of the gap on deficits. We will have that data to determine if the student may need to move to Tier III. Both Amplify and iReady have a personalized path so ALL students get instruction on their level.

When a student starts showing that they are struggling in reading or math they set up a meeting with the IAT. He/she brings data on the student to review. The team will see what the teacher is using as strategies and offer some different strategies for the teacher to try. If those strategies aren't working either and the data is showing that the student is not making any gains we will move to Tier III.

Once a student hits Tier III, we determine at that time if testing is necessary. If it is, we contact our school psychologist to get the process moving forward as long as the parents are in agreement. Universal timeline attached in packet as well as an evaluation team review chart.

Once a child has an IEP the special education teacher documents all the time that she spends with each student to ensure that she is following the IEP. Please see attachment that shows how intervention specialist keeps track of all services provided to a SPED student.

Describe the methods, service, and staffing the school will employ to provide a free, appropriate public education (FAPE) to all students with special needs:

We currently have one intervention specialist and one speech pathologist in our building. At the beginning of each year, both individuals will give the classroom teacher a snapshot from Easy IEP with the goals of any special education student the teacher may have. They will discuss with the teacher the student's goals and accommodations they have. Teachers collaborate to ensure that the classroom work is appropriate for those students. Whenever it is time for testing, we follow what they IEP says – small group, extra time and so forth. At the end of each grading period the intervention specialist and classroom teacher discuss each student's progress. The intervention specialist goes into the classrooms to help and she also has those students come to her classroom depending on what is going on in the classroom and what intervention is listed on the student's IEP. Special education students go to all specials with their class and have lunch and recess with their peers for the social/emotional interaction needed for self-confidence and social acceptance.

Outline how the school will roll out the Response to Intervention (RTI), its capacity to implement such efforts, and the specific methods to monitor progress:

We are currently using Rtl at our school. We review the process at the beginning of every year at our professional development meetings. At Tier I, all students should be receiving differentiated instruction, social and emotional learning. They have taken screeners at the beginning of the school year too that shows us data. When teachers begin to notice a potential problem with a student they will increase the instruction that the student is being given. They will have additional small group instruction and maybe some individual instruction using research based instructional strategies. Data will be tracked to determine if the extra strategies are working. During this time the teacher may request a meeting with the team to discuss the student and the problem(s) that he/she is having. Teachers will monitor progress by using informal assessments, formal assessments and observations. This will be documented on an Rtl form that we use. The team can also give the teachers some suggestions to try in class. If the student is not making progress then he/she will move to Tier III. This is where the student will receive intensive remediation. The student will receive as much individualization that the teacher can provide. Based on the issue, the teacher will use researched based interventions to see if that works. This student may be in a

group with others when the intervention specialist comes into the classroom to work with a small group. The team will reconvene after 6 weeks to review data to see if testing is necessary. The parents will be informed with each step that is being taken to meet the academic/behavioral needs of the student, and parent permission would be acquired before any formal testing is completed.

Describe the process the school will use to annually evaluate, review and revise the education program and make adjustments based on the student population:

Once final assessments have been completed at the end of the year, the team will sit down and analyze the data they have collected all year. Teachers will have an opportunity to talk about what worked and what didn't. The information will also be shared with stakeholders and board members for input. The principal will also look at teacher observation data that was conducted throughout the year. Once we determine what was effective and what needs to be approved upon, we will begin to make those adjustments and determine what professional development with evidenced based in-services that directly relate to the academic, social and behavioral needs of our students and staff. This summer preparation will allow us to be ready for the next school year.

Outline any supplemental services, non-classroom learning, and after school programs that will enhance the educational environment:

We will be looking at last year's test data and this year's STAR and SPIRE data to determine students who might need some additional help. I have four aides and those aides will begin pulling students for 15-20 minutes working on areas of weakness. Data will be kept to see if gains are being met.

We are starting an after school tutoring program where we will have students work on reading and math two to three times a week. We will start this program in October once we have all our data collected. We can have up to 25 students. Our first priority will be our 3rd grade students who need extra intervention. If we find other individuals who would be willing to tutor then we could take more students.

We will hold summer school for 6 weeks at the end of this school year. We will have two teachers and we will have it 3-4 days a week and provide lunch for them as well. The focus will be on both math and reading during that time. We will have two or three teachers depending on the number of students that sign up. We may need to look on the outside for teachers to help with this program.

Curriculum and Instruction

Community schools have the unique ability to select the curriculum models that best reflect the mission and educational philosophy of the school and best serve the needs of the student population. The school curriculum ensures students are college and career ready. The curriculum should reflect a rigorous academic program. Proposed schools should align their curriculum with Ohio's Learning Standards, which are available at <http://education.ohio.gov/Topics/Learning-in-Ohio>.

Detail the high-quality content-focused learner centered curriculum (and outline if the school uses the Ohio Model Curriculum):

Amplify/CKLA is standards based aligned. They use six proven pedagogical approaches to help teachers build a literate community. It provides differentiation that supports all students with reading complex texts with an array of multimedia tools.

iReady is student learning through research-backed measures of performance including growth monitoring and standards mastery. It is a comprehensive core mathematics program that makes math accessible to all students. It allows students to take ownership of their learning. The rigorous practice opportunities that build students' conceptual understanding and procedural fluency.

How will the school develop curriculum maps and pacing guides:

We began developing our curriculum maps last year but upon purchasing new curriculum we discovered that those will need to be revised. We will use some of our weekly staff meetings to work on revising the new curriculum maps and pacing guides. CKLA and iReady provide pacing guides for the teachers so those have been reviewed and are complete. The maps and guides will be reviewed yearly to see if any changes need to be made. At our January professional development meeting, teachers will finish their curriculum maps making sure they have a the new curriculum in there. They will also bring the pacing guides that have been provided for both ELA and math. Teachers are asked to make notes on the maps and guides of things that work and things that need adjusted.

Outline evidence of alignment of the curriculum model to the Ohio Learning Standards:

Notebooks were created for teachers. One of the sections in the notebook is a spreadsheet that has all the learning standards divided up by quarter per our curriculum maps. The teachers then will mark when a student has mastered a particular standard. This allows me to make sure that all standards are being taught and the teachers are looking for mastering. It also allows me to have conversations about what they are doing if a group of students seem to be struggling. Their curriculum maps indicate the standards on them by month. Weekly lesson plans also reflect the learning standards that are being taught.

Describe the primary instructional delivery methods, strategies and techniques the school will use:

All lessons start with a learning outcome or objective. If it is a continuation of a lesson the teacher will do a quick review of the previous lesson. If an exit ticket was given the day before, the teacher will reteach anything that was a problem before moving on to the next lesson. Some lessons may be more teacher directed where others may be student directed.

Students will work independently and in small groups. In small groups there is a lot of problem solving with the use of manipulatives. Students will use the computer to help with closing the gap. These programs reach the students at their levels.

Teachers will be coaching students as they are in groups or working on something independently while conducting informal assessments.

Provide evidence of the research-based practices per ESSA for these delivery methods: Small group, peer to peer learning, student focused exploration and gradual release of responsibility are all being used in the classroom and can be found as evidenced based practices on the "Just Works" website or the Ohio Department o Education evidenced based curriculum database. Other sources:

<https://taylorfrancis.com/books/mono/10.4324/9780203105313/really-works-special-inclusive-education-david-mitchell>

<https://www.journals.uchicago.edu/doi/abs/10.1086/499662>

Assessments

Provide an overview of what assessments the proposed school will employ and how these assessments will drive discussions:

At the beginning of the year we do two reading assessments; SPIRE and STAR Early Literacy or Reading. SPIRE shows us who is behind and how far. We use the data to form like groups so that we can begin intervention immediately. We assess those students about every 4-6 weeks for progress. Groups may group based on progress. We take data every two weeks to Teacher Based Team meetings to discuss results and come up with strategies to help those struggling. We start off using the data from SPIRE because it shows exactly where the students begin to show a deficit in reading. We will continue to use the data from that program. STAR Early Literacy or Reading is given 4 times a year. We use the data from the first assessment to create RIMPS. The data is analyzed to see what skills (standards) the students are really struggling with as a group and as an individual. Principal has discussions with each staff member about the results and the plan for trying to close the gap.

For math, students take STAR Math and iReady. We compare the data in our Teacher Based Team Meetings to see if there are any trends. We also use the information to see where students are really struggling so the teacher in the previous grade can see where the deficiencies are when she teaches it again. We give Star Math four times a year and we monitor progress. Most of the data taken to the Teacher Based Team meetings will be from iReady. Students will use the online iReady activities to close the gaps in the areas where they are behind. When they take the initial iReady assessment it places students where they have difficulty. With 4 aides, they will pull individuals to work on areas of weakness to close the gap in math.

Outline how the academic calendar will meet all Ohio required assessments (including testing windows): When building the yearly calendar we always keep the testing dates in mind. We start off with all the beginning of the year assessments and make sure that teachers are given enough time to review the data and create Reading Improvement Reading Plans for those students in grades K-3. We schedule the 3rd grade reading test making sure to leave a few days for make-ups. From there we look at the spring testing and when our Spring Break is to ensure that we have enough time to complete all assessments and allow for any make-ups to take place.

Describe the school's standards for promoting students to the next grade, achievement level or grouping level in alignment with the educational program:

It shall be the policy of the Board that each child is moved forward in a continuous pattern of achievement and growth that is in harmony with his/her own development. Such a pattern should coincide with the system of grade levels established by the Board and instructional objectives established for each.

A student will be moved to the succeeding grade level when he/she has:
Completed the course requirements at the presently assigned grade;

In the opinion of his/her teachers, achieved the instructional objectives set for the present grade;
Demonstrated sufficient proficiency to permit him/her to move ahead to the education program of the next grade;

Demonstrated the degree of social, emotional and physical maturation necessary for a successful learning experience in the next grade.

The principal will have the final responsibility for recommending to promote or retain each student after reviewing all data; tests and grades.

Before promotion or retention takes place, the principal will meet with the teacher to discuss grades and for the teacher to share evidence of mastering the content before a decision is made.

KEY ACADEMIC AND NON-ACADEMIC GOALS & FAMILY ENGAGEMENT

All OSS sponsored schools will adopt the following goals as required by the Office of School Sponsorship.

OSS Community School Contract 2022-2023 REQUIRED GOALS

Kindergarten – 8th Grade

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students using standards-based report cards, performance assessments, and universal screening tools during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction within the general education classroom. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area(s) of weakness.*

K-8 reading

- a. 80% of students, who have attended the school for one or more years, will achieve “on track” or “proficient” on required AIR Reading assessment by the end of the contract.
- b. 80% of students will annually meet or exceed projected growth as identified on the reading assessment named in the sponsor contract.
- c. The gap in reading between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term the contract.

K-8 math

- a. 80% of students who have attended the school for one or more years, will achieve “on track” or “proficient” in math on required AIR tests by the end of the contract
- b. 80% of students will annually meet or exceed student projected growth as indicated on the math assessment named in the sponsor contract.
- c. The gap in math between students with disabilities and the total population will be reduced by 10% on AIR tests annually throughout the term of the contract.

K — 3 Early Literacy per Ohio Accountability

S.M.A.R.T Goal — *The school will administer an approved reading diagnostic assessment to all K — 3 students prior to September 30th to identify students who are on-track or not-on-track in their reading skills. Those students who are identified as not-on-track will receive a Reading Improvement and Monitoring Plan within 60 days of the assessment. The plan will identify the student's specific reading deficiencies and will describe additional services and supports that the student will receive. The Reading Improvement and Monitoring plan will be monitored on a monthly basis by the teachers with 70% of students meeting “on track” or “proficient” by end of year assessment.*

- a. 70% of students requiring a reading improvement and monitoring plan will meet “on track” or “proficient” on the end of year assessment.

9th – 12th Grades High Schools/DOPRs – Graduation Progress

S.M.A.R.T Goals — *The school will track the academic progress of 100% of students by monitoring Student Success Plans and progress made toward graduation pathways. Review of data to be included will be coursework completed as aligned with state standards, performance assessment results, and progress made toward individual graduation pathways during each school year of the contract. Teacher Based Team meetings will be held monthly with teams reviewing academic progress of all students using the Response to Intervention Model framework. Students will be grouped into three tiers based on their academic performance. Teachers will use all the collected data to differentiate instruction. 100% of students, who are not making sufficient progress, including those students receiving special education services, will receive focused interventions in their area of weakness*

All students will have completed a Student Success Plan with a detailed description of coursework, required assessments, and trainings needed to meet graduation requirements for their chosen pathway to graduation. For schools using an adaptive learning management program, annual goals for academic achievement shall be identified in the Student Success Plan, along with an intervention plan outlining steps taken to keep students on track to graduate.

- a. 80% of students will annually complete required courses as aligned with their Student Success Plans.
- b. 80% of students will achieve annual goals as identified in their Student Success Plans.

- c. Over the term of contract, 80% of students will graduate with a career credential or military or college preparedness as aligned to their chosen pathway to graduation stated in their Student Success Plan.

Kindergarten – 12th Grade – Non-Academic Goals

S.M.A.R.T Goal - Family Engagement

The school will provide parents with the opportunity to attend at least one informational session during each school year, including but not limited to the school's academic plan information night, PBIS processes, literacy or math focused student centered "knowledge" night, or school events where parents receive information and guidance on student academic success. The school will survey parents to monitor attendance and gauge interest and involvement.

- a. K-12 – The school will offer a minimum of two academic informational nights annually and will monitor family attendance and involvement by receiving 75% of survey responses identifying attendance or positive reactions in response to the opportunity to learn more about academic performance of the school and their student.

S.M.A.R.T Goal - Operational/Academic Professional Development

Consistency is the key to success at any educational institution. To this end, the school will ensure that the operational and academic procedures and processes are reviewed annually by educators, staff and leadership. This includes but is not limited to training on staff and family handbooks, policy and procedure manuals, and educational content and instructional professional development.

In addition to school operations training for all staff, the school will provide professional development to all core content teachers and teacher aides to support the implementation of the school's education plan including, but not limited to the following evidence-based instructional practices: balanced literacy, writer's workshop (Pre K-6), content and disciplinary literacy (7-12), writing across the curriculum (7-12), critical thinking (Pre K-12) and mathematical thinking (Pre K-12).

- a. 100% of the school's core content instructors will receive six (6) hours of professional development on evidence-based instructional strategies relating to the school's educational model.

Acknowledged and agreed:

Governing Authority

Signature: Sherry Kuehnle

Print Name: Sherry Kuehnle

Date: 9/24/21

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S.M.A.R.T Goal - Operational/Academic Professional Development

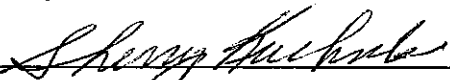
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Acknowledged and agreed:

Governing Authority

Signature: 

Print Name: Sherry Kuehnle

Date: 9/29/21

The following sections provide an opportunity for renewing schools to further detail and describe additional goals and areas of focus and priority.

Reading/English Language Arts
<p>State the academic goals for reading/English language arts. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).</p>
<p>Goal: All students will improve their individual reading ability by 3% by the end of the academic year using the STAR assessment as the progress measuring tool. The school goal for the 2021-2022 school year is that 75% of students will pass the Third Grade Reading Guarantee and 55% of students will pass promotion reading scale using the state mandated testing as the measuring tool. An expectation of an increase in 3 percentage points for years 22/23- 23/24- 24/25.</p> <p>All students on an Individualized Education Plan will improve their individual reading ability by 3% by the end of the academic year using STAR assessment with appropriate accommodations as the progress measuring tool. The goal for the 2021-2022 school year is that 75% of special education students will pass the Third Grade Reading Guarantee and 55% will pass promotion reading scale using the state mandated testing as the measuring tool. An expectation of an increase in 3 percentage points for years 22/23- 23/24- 24/25.</p> <p>English Language Learners- We do not have any ELL students.</p> <p>Low performing students will improve their individual reading ability by 3% by the end of the academic year using the STAR assessment as the progress monitoring tool. The school goal for the 2021-2022 school year is that 75% of students will pass the Third Grade Reading Guarantee and 55% of students will pass promotion reading scale using the state mandated testing as the measuring tool. An expectation of an increase in 3 percentage points for years 22/23- 23/24- 24/25.</p>
<p>Alignment of goal to mission: Standards based arts-integration reading curriculum is essential in creating a well-rounded student. This allows us to grow each individual child and individualize the curriculum for optimal growth.</p>
<p>Grade levels: K-5</p>
<p>Student population: 110-125</p>
<p>Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation: 1. All students will improve their individual reading ability by 3% by the end of the academic year. The school goal for the 2021-2022 school year is that 75% of students will pass the Third Grade Reading Guarantee and 55% of students will pass promotion reading scale using the state mandated testing as the measuring tool. An expectation of an increase in 3 percentage points for years 22/23- 23/24- 24/25.</p>

Benchmarks will be fall and spring testing.

2. All students will improve their individual reading ability by 3% by the end of the academic year using the STAR assessment as the progress measuring tool. Students will take this assessment quarterly and set goals to meet each quarter. In between those times, we will use formative and summative assessments to determine how the students are progressing.

Data, resources and/or personnel used to monitor and ensure student success:

The data will come from several sources; Renaissance STAR reading quarterly assessments, teacher observations, weekly pop-ins, weekly review of lesson plans, monthly one-on-one meetings in which data is reviewed, short cycle assessments and post instruction results, and monthly review of data.

Renaissance STAR reading, Amplify Reading, CKLA, SPIRE, and Heggerty will be the resources that we will use.

The administrator of the building as well as the teachers will be responsible for monitoring and ensuring student success.

Plan for intervention should the school not be on track with stated goals:

Adult Implementation:

If we do not meet our goals, the entire staff will re-evaluate what we are doing and determine what type of professional development is needed to help us meet our goals. We will increase Tier II intervention times for those who are not performing where they need to be. Additional resources that are more targeted for the areas in which students are struggling will be used. Develop an after-school program for students who can get additional tutoring. Seek out schools and teachers who have been successful and send teachers for observations.

Student Implementation:

Increase tutoring with a teacher or aide in the school. Work with parents and have students practice skills at home, document the time and acknowledge the student for their efforts. Set goals for achievement and celebrate if goals are reached. Participate for longer periods of time in Tier II that has a more targeted approach with each student.

Math

State the academic goals for math. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).

Goal:

All students will improve their individual math score by 5% (or points) by the end of the academic year using the iReady assessment as the progress measuring tool. The school goal for the 2021-2022 school year is that 45% of students will meet or exceed grade level status using the state mandated testing as the measuring tool. An expectation of an increase in 3 percentage points of students meeting grade level status for years 22/23 through 24/25.

Students with Individualized Education Plans will improve their individual math score by 5% (or points) by the end of the academic year using the iReady assessment as the progress measuring tool. The school goal for the 2021-2022 school year is that 45% of students will meet or exceed grade level status using the state mandated testing as the measuring tool. An expectation of an

increase in 3 percentage points of students meeting grade level status for years 22/23 through 24/25.

English language learners- We do not have any ELL students.

Low performing students will improve their individual math score by 5% (or points) by the end of the academic year using the iReady assessment as the progress measuring tool. The school goal for the 2021-2022 school year is that 45% of students will meet or exceed grade level status using the state mandated testing as the measuring tool. An expectation of an increase in 3 percentage points of students meeting grade level status for years 22/23 through 24/25.

Alignment of goal to mission:

Standards based arts-integration math curriculum is essential in creating a well-rounded student. This allows us to grow each individual child and individualize the curriculum for optimal growth.

Grade levels: K-5

Student population:

110-125

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. The school goal for the 2021-2022 school year is that 45% of students will meet or exceed grade level status using the state mandated testing as the measuring tool. An expectation of an increase in 3 percentage points of students meeting grade level status for years 22/23 through 24/25.

2. Students will improve their individual math score by 5% (or points) by the end of the academic years using the iReady assessment as the progress measuring tool. Students will take this assessment quarterly and set goals to meet each quarter. In between those times we will use formative and summative assessments to determine how the students are progressing.

Data, resources and/or personnel used to monitor and ensure student success:

The data will come from several sources, iReady math assessments, teacher observations, weekly pop-ins, weekly review of lesson plans, monthly one-on-one meetings in which data is reviewed, short cycle assessments and post instruction results, and monthly review of data.

iReady, and Renaissance STAR will be the resources that we will use.

The administrator of the building as well as the teachers will be responsible for monitoring and ensuring student success.

Plan for intervention should the school not be on track with stated goals:

Adult Implementation:

If we do not meet our goals, the entire staff will re-evaluate what we are doing and determine what type of professional development is needed to help us meet our goals. We will increase Tier II intervention times for those who are not performing where they need to be. Additional resources that are more targeted for the areas in which students are struggling will be used. Develop an after-school program for students who can get additional tutoring. Seek out schools and teachers who have been successful and send teachers for observations.

Student Implementation:

Increase tutoring with a teacher or aide in the school. Work with parents and have students practice skills at home, document the time and acknowledge the student for their efforts. Set goals for achievement and celebrate if goals are reached. Participate for longer periods of time in Tier II that has a more targeted approach with each student.

Social Studies

State the academic goals for Social Studies. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).

Goal:

A+ Children's Academy is focusing on literacy and math. Social Studies will be integrated into literacy time. Social Studies instruction is a balance of content instruction and reading strategy instruction. We will use Social Studies texts to teach students who to comprehend non-fiction. We will use Social Studies related texts to teach non-fiction reading strategies during literacy time.

Alignment of goal to mission:

To help students strive to their full potential, we use standards-based curriculum and integrate the arts into that. This allows us to grow each individual child and individualize the curriculum for optimal growth.

Grade levels: K-5

Student population:

110-125

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

Data, resources and/or personnel used to monitor and ensure student success:

The data will come from several sources; Renaissance STAR reading quarterly assessments, teacher observations, weekly pop-ins, weekly review of lesson plans, monthly one-on-one meetings in which data is reviewed, short cycle assessments and post instruction results, and monthly review of data.

Renaissance STAR reading, Amplify reading, SPIRE, and Scholastic News will be resources that we will use.

The administrator of the building as well as the teachers will be responsible for monitoring and ensuring student success.

Plan for intervention should the school not be on track with stated goals:

If we do not meet our goals, the entire staff will re-evaluate what we are doing and determine what type of professional development is needed to help us meet our goals. We will increase Tier II interventions times for those who are not performing where they need to be. Additional resources that are more targeted for the areas in which students are struggling. Develop an after-school program for students who can get additional tutoring. Seek out schools and teachers who have been successful and send teachers for observations.

Student Implementation:

Increase tutoring with another adult in the school. Work with parents and have students practice skills at home, document the time and acknowledge the student for their efforts. Set goals for achievement and celebrate if goals are reached. Participate for longer periods of time in Tier II that has a more targeted approach with each student.

Science

State the academic goals for science. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement (copy and paste this section for each goal).

Goal:

A+ Children's Academy is focusing on literacy and math. Science is integrated into those two subjects. Literacy and math are a big part of the science curriculum. Science standards will be integrated into literacy and math.

Alignment of goal to mission:

To help students strive to their full potential, we use standards based curriculum and integrate the arts into that. This allows us to grow each individual child and individualize the curriculum for optimal growth.

Grade levels: K-5

Student population:

110-125

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

Data, resources and/or personnel used to monitor and ensure student success:

The data will come from several sources; Renaissance STAR reading quarterly assessments, teacher observations, weekly pop-ins, weekly review of lesson plans, monthly one-on-one meetings in which data is reviewed, short cycle assessments and post instruction results, and monthly review of data.

Renaissance STAR reading, Amplify reading, SPIRE, and Scholastic News will be resources that we will use.

The administrator of the building as well as the teachers will be responsible for monitoring and ensuring student success.

Other Academic and/or Nonacademic Goals

State the other academic or nonacademic goals. The goals must be SMART and span a period of five years. Be sure to include goals for special education, English language learners, low-performing students, and any other distinct populations the school serves. The goals must be aligned with the mission of the school and include specific outcomes that will result in academic achievement.

Goal: Behavior

The number of behavior referrals will be decreased by 2% every school year for the next five years. During academic instruction and playtime, students will demonstrate on-task behaviors 80% of the time as observed by the number of teacher referrals to Tier II and Tier III. Students on Individualized Education Plans will have a 2% decrease of behavior referrals every school year for the next five years. During academic instruction and playtime, students will demonstrate on-task behaviors 80% of the time as observed by the number of teacher referrals to Tier II and Tier III.

English Language Learners- We do not have any ELL students.

Low performing students will have a 2% decrease of behavior referrals every school year for the next five years. During academic instruction and playtime, students will demonstrate on-task behavior 80% of the time as observed by the number of teacher referrals to Tier II and Tier III.

Alignment of goal to mission:

We are striving for each child to reach their full potential and by being on task and engaged, this will improve the child's academic success.

Grade levels: K-5

Student population:

110-125

Expected outcomes: Include at least two outcome measures: (1) a fixed measure for the school; and (2) a growth measure. These measures must align to benchmarks and identify methods for evaluation:

1. The school goal for the 2022-2023 school year is that 85% of students will have less than 2 Tier II referrals using our PBIS procedures and processes. An expectation of an increase in 3 percentage points of students meeting this outcome from years 22/23 through 27/28.

2. The school will focus on decreasing classroom transition time from one subject to another, using mindfulness techniques, verbal and visual cues and classroom daily schedules. Intentionality in using each teaching moment with purpose, we anticipate test scores will increase allowing us to reach our outlined goals listed above. This will be evaluated through lesson plan review, observations by administration and professional development.

Data, resources and/or personnel used to monitor and ensure student success:

We will use Positive Behavior and Intervention and Supports framework to help with the monitoring of student behavior. We have three areas that we are monitoring; Respect, Responsibility, and Ready. Teachers will gather data daily on behaviors that they are seeing in the classroom. There are steps that we follow based on the data that is being gathered in all classrooms.

We will review the data at staff meetings so we can discuss and create plans to meet the needs of our students.

We will also gather data on instructional time and determine if that is increasing because less time is being spent on behavior issues.

We will monitor the behavior to see where we are making gains and where we may be falling short. Daily pop-ins and observations will be conducted to ensure that everyone is following our plan.

We will use our PBIS manual that was created by staff as a resource. We will also have professional development meetings on how to address the social and emotional needs of our students.

In partnership with ADAMH, we purchased a social/emotional assessment from Satchel Pulse. This will group students based on need. Friday's are Feeling Friday's and dedicated to the social/emotional needs of our students.

We are partnered with Hannah Neil Center for Children and they provide counseling to some of our students. They will also observe in classrooms to give suggestions and recommendations.

Plan for intervention should the school not be on track with stated goals:

We will analyze data to see what the biggest issue is and where it takes place and then we will have professional development on areas where we are falling short.

Work with community organizations that may be able to provide additional resources to teachers and families.

Arts, Music, Physical Education, Technology and Career Readiness

Overview of the additional curriculum outside of the core academic areas:

A+ Children's Academy offers Art, Dance/Drama, and technology to each student. Students attend Art, Dance/Drama at least twice a week. In addition to that, the arts team is integrating the arts in other lessons in the classrooms.

Technology is something that we are starting to work on. We have chromebooks or tablets for every student so students will be exposed to more technology and how to use it effectively.

Culture and Family Engagement

Describe the school's plan for culture and parent engagement, including the plan implementation, programs and strategies to address the physical, social, emotional and health needs of the student population. This section should describe how the school's culture and climate is fostered by school leadership, teachers, students and parents:

The school holds many events where parents are invited. We are going to hold more non-academic events in order to increase parent participation. We find that when their children are involved in the activity the attendance is higher than it is when we host academic events. We would like to also create a grandparent support group because we have many grandparents who have custody of their grandchildren. Teachers did individual projects with their students throughout the year such as cultural events and wax museums based on important people in the United States. We are implementing PBIS and with this, students are taught to care and respect everyone. They are being taught to effectively work through issues and learn how to deal with difficult situations. We have partnered with ADAMH so we are hoping to hold professional development workshops for both teachers and parents.

We have partnered with Children's Hospital and we are providing our families with the Triple P (Positive Parenting Program) workshops. This program helps parents and give them strategies to work with their child at home.

All teachers believe that all students can learn. With the implementation of PBIS, teachers have had professional development on how to work with all students including those with social and emotional needs. This will help alleviate teachers getting frustrated with students and showing disrespect. We will continue our professional development in this area. We want to create an environment where teachers and parents work together for the good of the child. We need good communication and mutual respect for all.

Describe the school's philosophy regarding student behavior and discipline for the student population and students with special needs. The student discipline should be consistent with the school's mission and educational philosophy:

The school is centered around the positive and rewarding students for doing the right thing. We do not want to recognize poor behavior and call out students when doing wrong. Instead, we want to pull the student aside and have a conversation about what happened and what could have happened differently. This will also be discussed during meeting time. We will follow Responsive Classroom so that we can teach students how to work through their problems in a positive way. However, depending on the behavior we may need to do something more than just a conversation. We will comply with the school policies and it may result in student disciplines.

All special needs students will have due process when applicable.

Discipline follows PBIS and is to be administered in a reasonable manner and is designed to help the student take responsibility for his or her actions. The School shall generally follow the Tiered Student Discipline Program outlined on the website. However, the type of discipline will depend on facts, circumstances, and severity of a student's failure to comply with applicable guidelines, rules, or policies.

Describe how the school involves parents/guardians as partners in the education of their children to build and maintain family school partnerships:

- Award Assemblies
- Family Engagement Activities
- Increase participation in school events
- Increase of read and response turned in

2022-2023 Renewal School Application

Attachment 9

Attachment Statement of Assurances

This form must be signed by a duly authorized representative of the school and submitted with the final application. An application is considered incomplete and will not be accepted if it does not include the Statement of Assurances.

As the authorized representative of the school, I hereby certify under the penalties of perjury that the information submitted in this application for continued sponsorship for A+ Children's Academy (name of school) located at 114 Obetz Rd. Columbus, OH 43207 is true to the best of my knowledge and belief; and further, I certify that the following:

1. The school will comply with all applicable provisions of ORC chapter 3314.
2. The school will comply with the requirement that the school is established as a nonprofit corporation or a public benefit corporation in accordance with ORC 3314.03(A)(1).
3. No unresolved findings of recovery have been issued by the auditor of state against any person associated with this application, including any member of the governing authority of the school.
4. The school is nonsectarian in its programs, admission policies, employment practices and all other operations and is not and will not be operated by a sectarian school or religious institution.
5. The school is a X start-up community school or was created by converting all or part of an existing public school or educational service center building.
 - (a) If the school was created by converting all or part of an existing public school or educational service center building, please specify if any employer of the board of education or educational service center governing board that operated the school or building before conversion is delegating any duties or responsibilities to the governing authority of the community school, with respect to all or any specified group of employees, provided the delegation is not prohibited by a collective bargaining agreement applicable to such employees: N/A
6. The school's teachers will be licensed in the manner prescribed by ORC 3314.03(A)(10).
7. The school will comply with all provisions of law enumerated in ORC 3314.03(A)(11)(d) and ORC 3314.03(A)(11)(h).
8. The school's graduation and curriculum requirements will comply with ORC 3314.03(A)(11)(f).
9. The school's governing authority will be in compliance with ORC 3314.02(E).
10. The school's admission and dismissal policies will be in compliance with ORC 3314.03(A)(5) and (6).

11. The learning opportunities that will be offered to students, including both classroom-based and non-classroom-based learning opportunities, will be in compliance with the criteria for student participation established in ORC 3314.08(H)(2).
12. The school will cooperate with the Ohio Department of Education's Office of Ohio School Sponsorship as its sponsor in providing required documentation of policies, procedures and financial records to enable the sponsor to provide oversight and technical assistance to the school.

Acknowledged and agreed:

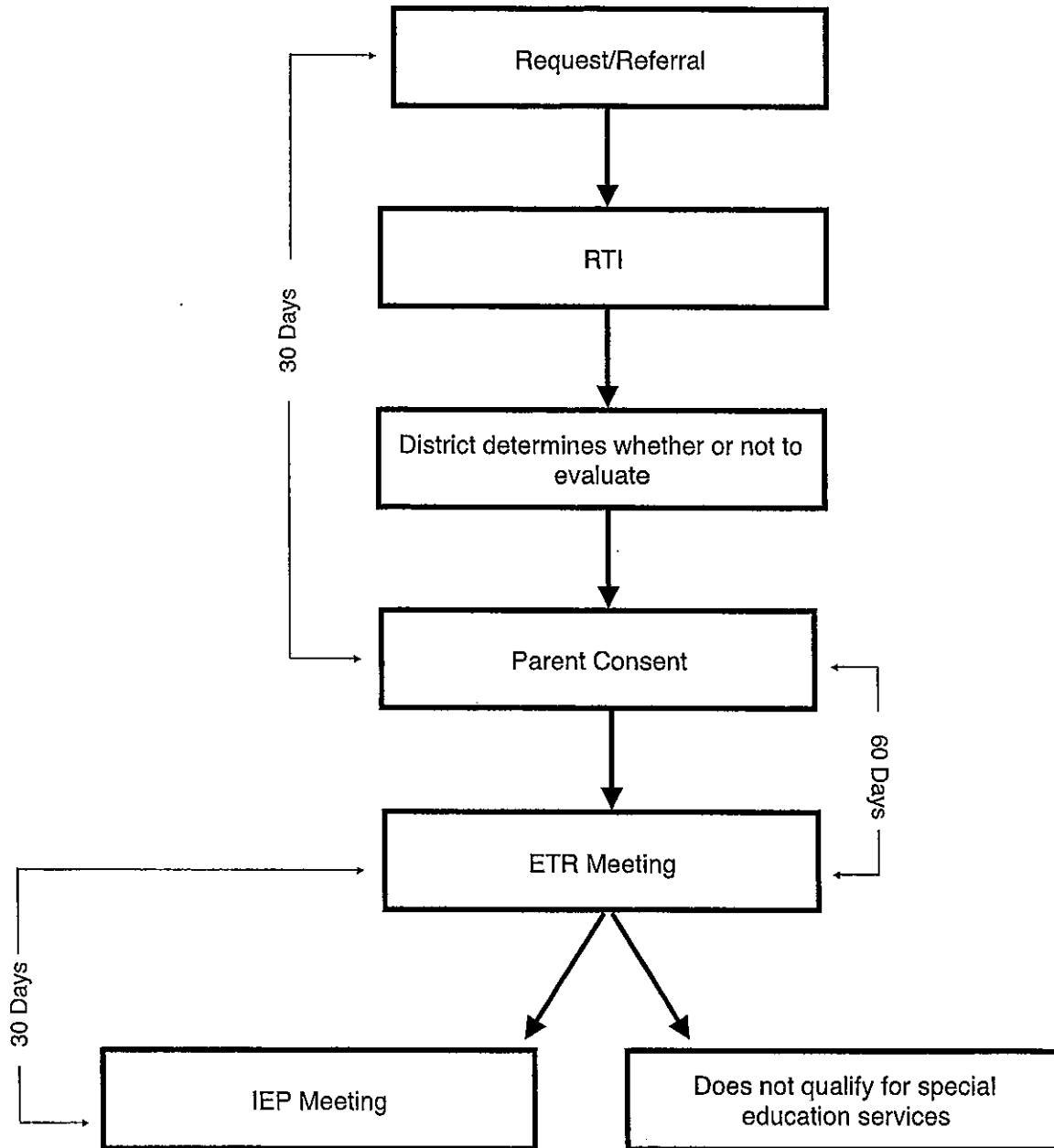
Governing Authority

Signature: _____

Print Name: Sherry Kuehnle

Date: _____

Universal Timeline



Evaluation Team Review Chart

Student's Name	ID
	Request for Initial Evaluation/Referral
30 Days	<div>Initial Date</div> <div>Completed</div> <div>Signatures and Titles</div>
	Parent Consent
60 Days	<div>Sign Date</div> <div>Completed</div> <div>Signatures and Titles</div>
	IEP Meeting
30 Days	<div>Scheduled</div> <div>Completed</div> <div>Signatures and Titles</div>
	IEP Meeting
	<div>Scheduled</div> <div>Completed</div>

Report for week ending February 5, 2021
(Month, Day, Year)

FEDERAL AND STATE PROGRAMS TIME REPORT
TIME AND EFFORT LOG

For all personnel whose time is prorated to more than one program. Report all hours worked broken down to the nearest half-hour with activity codes. This report is to be forwarded to the District Treasurer's Office following the reporting period.

	MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		TOTAL
	Time	Act.	Time	Act.	Time	Act.	Time	Act.	Time	Act.	
Jenny Lynn-Mills	8am-8:30am	PL	8am-8:30am	C	8am-8:30am	PL	8am-8:30am	PL	8am-8:30am	CL	
	8:30am-9am	PL	8:30am-9am	C	8:30am-9am	PL	8:30am-9am	PL	8:30am-9am	CL	
	9am-9:30am	DI	9am-9:30am	C	9am-9:30am	DI	9am-9:30am	DI	9am-9:30am	CL	
	9:30am-10am	DI	9:30am-10am	DI	9:30am-10am	DI	9:30am-10am	DI	9:30am-10am	DI	
	10am-10:30am	DI	10am-10:30am	DI	10am-10:30am	DI	10am-10:30am	DI	10am-10:30am	DI	
	10:30am-11am	DI	10:30am-11am	C	10:30am-11am	DI	10:30am-11am	DI	10:30am-11am	C	
	11am-11:30am	DI	11am-11:30am	C	11am-11:30am	DI	11am-11:30am	DI	11am-11:30am	C	
	11:30am-12pm	DI	12pm-12:30pm	C	11:30am-12pm	PL	12pm-12:30pm	DI	11:30am-12pm	C	
	12:30pm-1pm	C	12:30pm-1pm	DI	12:30pm-1pm	PL	12:30pm-1pm	CL	12:30pm-1pm	C	
	1pm-1:30pm	DI	1pm-1:30pm	PP	1pm-1:30pm	DI	1pm-1:30pm	DI	1pm-1:30pm	DI	
	1:30pm-2pm	DI	1:30pm-2pm	ST	1:30pm-2pm	DI	1:30pm-2pm	DI	1:30pm-2pm	DI	
	2pm-2:30pm	DI	2pm-2:30pm	C	2pm-2:30pm	DI	2pm-2:30pm	C	2pm-2:30pm	C	
	2:30pm-3pm	C	2:30pm-3pm	DI	2:30pm-3pm	DI	2:30pm-3pm	C	2:30pm-3pm	C	
	3pm-3:30pm	C	3pm-3:30pm	C	3pm-3:30pm	CL	3pm-3:30pm	C	3pm-3:30pm	C	
	3:30pm-4pm	C	3:30pm-4pm	C	3:30pm-4pm	CL	3:30pm-4pm	C	3:30pm-4pm	C	
ABSENCE W/ PAY											
TOTALS		7.5 hours									7.5 hours

ACTIVITY CODES

- BD - Budget
- CL - Clerical
- DS - Dissemination
- IN - Inservice
- LG - Legislation
- ME - Materials & Equip.
- ON - Onsite Assistance
- PP - Parent Participation
- PL - Planning
- PS - Program Supervision
- PR - Personnel
- ST - Staff Meetings

Signature of Employee

Printed Name

Employee Classification

Immediate Supervisor

Supervisor
Printed Name

Attachment 7

MANAGEMENT AGREEMENT

This Management Agreement (this “**Agreement**”) is entered into as of June 30, 2022 (“**Effective Date**”) by and between Accel Schools Columbus FB LLC, a Delaware limited liability company with an address of 1750 Tysons Boulevard, Suite 1300, McLean, VA 22102 (“**Manager**”), and A+ Children’s Academy, Inc. (the “**School**”), an Ohio non-profit corporation and public community school with an address of 114 Obetz Road, Columbus, Ohio 43207.

RECITALS

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

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

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

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

ARTICLE I. EDUCATIONAL SERVICES, ADMINISTRATIVE SERVICES AND TECHNOLOGY SERVICES

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational services (the “**Educational Services**”):
 - (i) Curriculum. Implementation of educational programs designed to achieve the goals set forth in the Sponsorship Agreement (the “**Educational Program**”). In the event Manager determines it is necessary to materially modify the Educational Program, Manager shall inform the School of any such proposed material changes and obtain prior written approval of the board of directors of the School (the “**Governing Board**”), and, if required under the Sponsorship Agreement, approval of the Sponsor (it being agreed that the School shall cooperate, if it has approved such proposed material change, in obtaining such approval).

- (ii) Instruction. Oversight and coordination of the services to be provided by instructional and administrative personnel, including the Head of School (“**HOS**”) and the rest of the School’s leadership team and its teachers and support staff, in accordance with ARTICLE VI below.
- (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, curriculum, software and multi-media teaching tools.
- (iv) AMP. Pursuant to ARTICLE VIII below, access to its learning ecosystem, called the Accel Management Platform (“**AMP**”), which provides an integrated system for education and school operation. It includes integration of rigorous and research-based online courses and functions as a powerful learning management system; a comprehensive student information system and reporting system; a live Webinar tool; a balanced student assessment system; and instructional data integration and presentation tools. AMP is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for student-centered learning. AMP is capable of providing real-time progress monitoring, and can allow teachers instantaneous access to standards-aligned and performance-based data about each student. Using AMP, teachers can better identify students who need small group or one-on-one instructional support. A+ shall own proprietary rights to any curriculum or educational materials directly developed and paid for by the Governing Board or developed by the Manager at the direction of A+ Children’s Academy with community school funds dedicated for the specific purpose of developing such material or curriculum.
- (v) English Language Learners (ELL). Implementation of curricular components designed to meet the needs of ELL as required by State and federal law. The ELL program supports a variety of first languages. If any additional language(s) is/are needed, Manager will endeavor to provide support for that need.
- (vi) Students with Special Needs. In serving students with disabilities, assistance in enabling School to comply with all applicable State and federal laws including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), and the Individuals with Disabilities Education Act (“IDEA”). Manager will provide or cause to be provided a continuum of special education services and range of placements to better enable the School to provide a free appropriate public education (“FAPE”) in the least restrictive environment (“LRE”). Itinerant, supplementary or full-time special education support will be provided via the telephone, Internet, live sessions, or in person in accordance with the student’s IEP. Manager will provide a comprehensive program using alternative curriculum for qualified students. Related services (for example, occupational or physical therapy or counseling) will be provided face-to-face via computer, in homes, at community sites, and/or in therapist offices, depending on the needs of each individual student and as provided in the student’s IEP. For ELL students with disabilities, the IEP

will detail strategies, instructional and assessment accommodations, modifications, goals for the ELL student, and results on the State and local assessment data. The IEP will be updated annually or earlier if needed to reflect the ELL student's language proficiency growth.

- (vii) Gifted Students. Teachers who will work closely with the parent/guardian and the curriculum team to promote a steady flow of enrichment activities for students working above grade level. Manager may also offer students virtual gifted education, which can enable them to work significantly above grade level without the restraints of traditional school classroom pacing. Advanced Placement courses are available in Mathematics, Language Arts, Spanish, Science, and History/Government. Such efforts will be made and documented as required by Ohio law.
 - (viii) [Intentionally Omitted.]
 - (ix) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extracurricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
 - (b) Additional Educational Services. Any other services required under federal or state law, under the Sponsorship Agreement and/or by the Ohio Department of Education (the "ODE") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed between Manager and the School from time to time. Manager will provide the Educational Services in accordance with the Educational Program, goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Sponsorship Agreement.
 - (c) Budget Limitation. Manager will be responsible and accountable to the School for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the Budget established pursuant to Section 1.2(a)(v) below. Therefore, notwithstanding anything to the contrary set forth in Section 1.1(a) or (b) above, Manager shall have no obligation to perform any Educational Services not contemplated by the Budget and will not be required to expend funds on Educational Services in excess of the amounts set forth in such Budget.
- 1.2 Administrative Services.
- (a) During the Term, Manager will provide to the School the following administrative services (the "**Administrative Services**"):
 - (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the Governing Board.
 - (iii) Transportation and Food Services. Coordination with entities with which the Governing Board contracts for the provision of transportation and food services for the students enrolled at the School, manage and assess the

- services provided under such contracts, and supervise employees involved with providing such services, all as required by the Governing Board.
- (iv) 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, with prior written approval by the Governing Board, which approval may not be unreasonably withheld.
 - (v) Budgeting and Financial Reporting. Provision of budgeting and financial reporting services in accordance with the below:
 - (A) The fiscal officer will prepare a proposed annual budget (in cooperation with the Manager) in a mutually agreeable format by June 1st of the immediately preceding fiscal year subject to the approval of the Governing Board which shall not be unreasonably withheld or delayed, and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The budget approved by the Manager and the Governing Board is the “**Budget**”. There shall be no changes to the Budget impacting the Manager provided the School remains in a surplus position except to the extent the Parties agree in writing. The School’s fiscal officer shall be responsible for preparing other financial statements as required by and in compliance with the Sponsorship Agreement, and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the Governing Board to perform annual audits of the School’s financial statements. The Governing Board shall be responsible for the costs of the audit and preparation of the financial statements, and the costs will be provided for in the Budget. The Governing Board shall select, with input from Manager upon request, a third party to serve as the designated fiscal officer and may proceed with hiring same.
 - (B) The Manager will provide the School with monthly financial forecasts and analysis reports (Forecasted P&L / Cash Balances). The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; assist the fiscal officer with the preparation of monthly financial reporting to the Governing Board and support for all State reporting requirements. The Manager, in conjunction with the fiscal officer, will prepare a five-year financial plan.
 - (C) On behalf of the Governing Board, the fiscal officer is responsible for preparing (i) such other reports on the finances and operation of the School as reasonably requested or required by the ODE, the School or the Sponsor if necessary to cause compliance with the terms of the Sponsorship Agreement; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
 - (D) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the Governing Board to monitor Manager’s performance under this

Agreement and related agreements, including the effectiveness and efficiency of its operations at the School.

- (E) On behalf of the School, the Manager will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by the fiscal officer, and retain all such records for a period of five (5) years (or longer, if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All School financial records retained by the Manager pertaining to the School and prepared as an Administrative Service hereunder will be available to the School, and upon the written request of the School, to the Sponsor, the Auditor of State, any independent auditor selected by the Governing Board in accordance with subsection (G) below, the ODE, the United States Department of Education and all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that Manager will endeavor to make such copies available within thirty (30) Business Days (as defined in Section 4.6 below) of request.
 - (F) If School is not able to fully pay the Management Fee or any bills when due, then the School shall (i) work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) obtain Manager's written consent prior to incurring costs, expenses, or other liabilities not contemplated under the Budget (the same having been approved by the Board in accordance with Section 1.2(a)(v)(A) above) greater than ten thousand dollars (\$10,000) individually or in the aggregate.
 - (G) School's Right to Audit. The Governing Board may conduct or appoint others to conduct examinations, at its expense, of the books and records maintained for the School. Any such audit shall be conducted by the School in a manner so as to minimize disruption to the Manager's operation of the School.
- (vi) Maintenance of Student and Other Records. Maintenance of other records as set forth below:
- (A) All financial, educational and student records related specifically to the School (collectively, "School Records") are the property of the School and are subject to applicable Ohio law, including the Ohio Public Records Act; provided, however, that School Records shall, to the extent permitted by law, exclude any records or other information (x) that is proprietary to Manager, (y) that pertains to other schools managed by Manager, and/or (z) that Manager is obligated, by law, not to disclose. All School Records shall be reasonably available, physically and/or electronically (as circumstances may reasonably permit), to the School. The Sponsor shall have access to all School Records as permitted by law.
 - (B) Manager will maintain records pertaining to the students enrolled at the School as is required and in the manner provided by the Sponsorship Agreement and applicable laws and regulations, together with all additional School student records prepared by or in the possession of

Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School within ten (10) business days in a format mutually acceptable to and accessible by the Governing Board and Manager. Thereafter, the Governing Board shall be solely responsible for the retention and maintenance of such records (it being understood that student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of student records as required by law and the Sponsorship Agreement.

- (C) Manager will maintain employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Sponsorship Agreement, and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time the records will be delivered within ten (10) business days to the School in a manner mutually acceptable to and accessible by the Governing Board and Manager. Thereafter, the Governing Board shall be solely responsible for the retention and maintenance of the records (it being understood that the employment, business, and other records are and shall be at all times the property of the School, provided, for the avoidance of doubt, that records of the Manager and its Affiliates (as defined in section 3.7 below) pertaining to their existence and operation (including, without limitation, records maintained by Manager and its Affiliates in respect of its employees) are the sole and exclusive property of the Manager. Manager and the School will maintain the proper confidentiality of such records as required by law and the Sponsorship Agreement.
- (D) The financial, educational and student records pertaining to the School are subject to the applicable provisions of State and federal law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“**FERPA**”) and the State open records act, that Manager has a legitimate educational interest in the disclosure to Manager by the School (or its designees) of a student’s educational records and that such records shall be disclosed to Manager so Manager may provide the products and services described in this Agreement. The Governing Board recognizes and agrees that Manager and its Affiliates are “school officials” and have a “legitimate educational interest” as permitted by FERPA, and the Governing Board will take all steps necessary to ensure Manager has access to records necessary to permit the provision of the educational products and services hereunder. Manager shall help facilitate, to the extent requested by the School, the availability of all School Records, whether physically or electronically, upon request, at the School.

- (E) Manager shall provide such other information, including written reports, as reasonably requested by the School and as required by Ohio law governing the operation of community schools.
- (vii) Admissions. Implementation of the School's admission policy in accordance with the Sponsorship Agreement, and applicable laws and regulations.
- (viii) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, and applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under applicable laws and regulations. The Governing Board may engage counsel to represent the School in due process, facilitated IEP meetings or other special education litigation or hearings.
- (ix) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Sponsorship Agreement, and applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Manager's performance of the Educational Services and Administrative Services against mutually acceptable criteria and (C) such other metrics of performance reasonably requested by the School.
- (x) Rules and Procedures. Recommend rules and procedures applicable to the School (including, without limitation, changes to rules and procedures necessitated by changes in applicable law), its students, and staff, if applicable, and enforce such rules and procedures adopted by the Governing Board that do not conflict with or violate this Agreement, the Sponsorship Agreement, or applicable laws and regulations.
- (xi) Student Recruitment. Recruit students, subject to agreement on general recruitment and admission policies, to the extent budgeted for in the Budget or as otherwise approved by the School. Students shall be enrolled in compliance with the procedures set forth in the Sponsorship Agreement and State and federal laws.
- (xii) Facility Management. Manager will coordinate all Facility (as defined in Section 1.4 below) repairs and maintenance, cleaning services, grounds maintenance, proposed alterations, plans for future development, security planning and related contractor services.
- (xiii) Additional Administrative Services. Any other services reasonably necessary for the effective administration of the School as agreed to from time to time by Manager and the Governing Board.
- (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Sponsorship Agreement, and local, State and federal laws and applicable regulations and policies. The Governing Board shall be consulted concerning additional Administrative Services.
- (B) Subject to this Agreement, the Sponsorship Agreement, and applicable laws and regulations, Manager may modify the methods, means and

manner by which such Administrative Services are provided at any time, provided that Manager supplies the Governing Board with written notice of material modifications.

- (b) Manager will be responsible and accountable to the School for the provision of the Administrative Services to the extent provided for in the Budget established in Section 1.2(a)(v) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Administrative Services not contemplated by the Budget as may be amended by the School, and will not be required to expend its own funds on Administrative Services in excess of the amounts set forth in such Budget.
- 1.3 Technology Consulting Services. During the Term, Manager will provide the following technology consulting services and products (the “**Technology Consulting Services**”):
- (a) During the Term, Manager or its Affiliates (as defined in section 3.7 below) will provide oversight of the technology services referenced in Article IV below.
 - (b) Manager charges fees for the provision of Computer Equipment as set forth in Article IV below.
 - (c) Manager will be responsible and accountable to the School for the provision of the Technology Consulting Services, provided that such obligations, duties and responsibilities are limited by the Budget established in Section 1.2(a)(v) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Technology Consulting Services not contemplated by the Budget and will not be required to expend funds on Technology Consulting Services in excess of the amounts set forth in such Budget.
- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable classroom and office space at 114 Obetz Rd, Columbus, OH 43207 (the “**Facility**”) to perform all services described in this Agreement. Manager will provide instructional, extra-curricular and co-curricular programs at the Facility. Manager may provide other services elsewhere, unless prohibited by the Sponsorship Agreement, or applicable laws and regulations.
- 1.5 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2022 (the “**Start Date**”) and shall continue thereafter through June 30, 2025 (the “**Initial Term**”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute. On notice to Manger delivered before July 1, 2023, the Governing Board shall have

the option to terminate this Agreement without cause or financial penalty, effective July 1, 2024.

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

ARTICLE III. RELATIONSHIP OF THE PARTIES

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

- 3.2 Oversight of Manager. The Governing Board shall be responsible for monitoring Manager's performance under, and compliance with, the terms of this Agreement in accordance with applicable law. Accordingly, the Governing Board shall be responsible for overseeing the School's quality, and operational and financial performance, and also for working with the Sponsor as required. Manager shall reasonably cooperate with the Governing Board's monitoring and oversight.
- 3.3 School-Related Correspondences. The Governing Board shall provide Manager with all reports, documents and other findings that are related to or may have an impact on the School, the Sponsor and/or Manager's obligations herein. School-related correspondence includes, but it not limited to, adopted Board minutes, resolutions and Board reports, State audit preliminary and final reports, Sponsor reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.
- 3.4 Manager Attendance at Board Meetings and Board Member Payment. Manager shall use commercially reasonable efforts to cause its personnel to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Governing Board shall use commercially reasonable efforts to schedule any regular, special or emergency Governing Board meeting so that Manager has the opportunity to attend the same. The Governing Board shall provide Manager with notice of any regular, special or emergency meeting of the Governing Board when it provides members of the Governing Board with notice of the meetings.
- 3.5 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Governing Board. None of the voting power of the Governing Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "**Internal Revenue Code**"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.
- 3.6 Other Schools. The School acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.7 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the products and services set forth herein for the School (a) unless otherwise

waived in writing by an authorized officer of Manager, or (b) unless the Manager cannot promptly and effectively provide the products and services needed for the Governing Board to fully discharge its responsibilities as outlined in applicable laws and regulations and the Sponsorship Agreement (provided that the exception set forth in this clause (b) shall not be applicable until the Governing Board shall have given Manager written notice identifying the subject products and services and the applicable requirements therefor, and Manager shall have failed to satisfy such requirements within a reasonable time following such notice). “**Affiliate**” means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise.

ARTICLE IV. CONSIDERATION

4.1 Compensation for Services and Computer Equipment.

- (a) Management Fee. The School will pay to Manager an annual fee (the “**Management Fee**”) of fifteen percent (15%) of the federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations. The Management Fee calculation shall not include private grants (which explicitly exclude federal grants) unless solicited, prepared, procured and written by Manager and allowable therein, free and reduced lunch revenues, charitable contributions, transportation funding, or proceeds from fundraisers (collectively, “**Non-Qualified Gross Revenue**”) which shall be retained entirely by the School and accounted for separately. Consideration referenced in this section shall not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in any other agreement between the Parties. If the School has no debt to the Manager and is able to timely pay the Management Fee, the School may, at its sole discretion, elect to pay to the Manager an incentive as a result of the School’s satisfaction of the Incentive Goals identified in Appendix A attached hereto and in the Sponsorship Agreement.
- (b) AMP Fee. The School will pay to Manager fees for AMP Premium package as set forth in a separate price list unless the School selects a different level of AMP. Manager may modify the fees from time to time, but no more than once per school year. Manager will give School ninety (90) days’ written notice of fee modification.
- (c) Computer Equipment Fee. The School will pay to Manager fees for Computer Equipment as set forth in a separate price list. Manager may modify the fees from time to time, but no more than once per school year. Manager will give School ninety (90) days’ written notice of fee modification.
- (d) Technology Services Fee. The School will pay to Manager fees for Technology Services as set forth in a separate price list. Manager may modify the fees from time to time, but no more than once per school year. Manager will give School ninety (90) days’ written notice of fee modification.
- (e) Reasonable Compensation. The fees charged under this Agreement are reasonable compensation for products and services rendered. Manager’s

compensation for products and services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.

- (f) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice promptly upon receipt of same (and in any case, within three (3) Business Days, as defined in Section 4.6 below). If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager within five (5) Business Days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Manager agrees to contribute the amount overpaid to Manager and the School shall contribute the amount retained by the School.

- 4.2 Payment of Costs. If Manager incurs any costs to deliver services pursuant to this Agreement, the School will reimburse Manager for such costs which may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease, but not Furniture and Equipment Lease referenced in Section 4.4 below or Facility lease that the Parties may enter into), Facility maintenance and utility costs, salaries and employee administration costs (including payroll, benefits, recruiting, workplace safety and compliance) of Manager's employees assigned to the staff of the School, attorneys fees for obtaining property tax exemption for the School (if incurred by Manager), costs related to curriculum, instructional materials, textbooks, library books, computers, software, supplies, food service, transportation, special education, psychological services and medical services.
- 4.3 Line of Credit Loan. If at any point during the Term, the School does not have sufficient funds to pay its expenses, Manager may, in its sole discretion, elect to offer financing to the School on such commercially reasonable terms and conditions upon which the School and Manager may agree.
- 4.4 Purchases. Manager agrees to assist the Governing Board in identifying and procuring such suitable materials, furniture, fixtures and equipment as may be necessary to operate the School. Purchases made by Manager on behalf of the Governing Board with School funds, such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment will be the property of the Governing Board, exclusive of items leased or purchased by Manager pursuant to the terms of the Agreement. Manager agrees not to add any fees or charges to the

equipment, materials, or supplies purchased by Manager on behalf of the Governing Board, except interest charges if the purchases are financed pursuant to an equipment lease or equipment use agreement. In the event that Manager makes purchases on behalf of the Governing Board, Manager shall comply with all applicable laws and conduct the purchase as if the Governing Board were making such purchases directly from a third party. Manager agrees to tag as Governing Board-owned property all property purchased with Governing Board funds.

- 4.5 Furniture and Equipment Rental. School may enter into a Furniture and Equipment Lease with Manager to rent furniture and equipment for the School and shall pay storage and delivery charges applicable to same. Furniture and equipment purchased with grant, government or other school funds will not be leased and ownership will remain with the School; Any furniture and/or equipment so purchased shall be subject to Section 4.4.
- 4.6 Time and Priority of Payments.
- (a) Each installment of the Management Fee will be due and payable by the School upon receipt of invoice and delinquent if not paid within thirty (30) days thereafter.
 - (b) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month. School will make such payments to Manager upon receipt of invoice and be delinquent if not paid within thirty (30) days thereafter.
 - (c) Each payment or reimbursement shall be made upon approval by the Governing Board.
 - (d) The School will satisfy its payment obligations under this ARTICLE IV to Manager in the following order of priority: (i) payments due and owing for salaries, benefits and associated administration costs of employees performing the services contemplated hereunder; (ii) payments due and owing under Section 4.2 above; (iii) payments due and owing under Section 4.2 above for rent pursuant to Facility lease; (iv) payments due and owing under Section 4.2 above for Sponsor fee; (v) all other payments due and owing under Sections 4.2 and 4.4 above, with the oldest amounts due first; and (vi) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.
- 4.7 Payment Options.
- (a) The School will submit payroll and payroll tax monies via one of two funding methods (each a “**Funding Method**”): (i) Automated Clearing House (“**ACH**”) funding, or (ii) wire funding (“**Wire**”). The School is only eligible for ACH funding if approved by the Manager. The School must utilize the Wire Funding Method if the School is not approved for the ACH Funding Method. “ACH” means the network used for electronic payments and money transfers, Automated Clearing House.
 - (b) Manager will submit payroll information to the School. The School shall submit the designated payroll amount two (2) Business Days prior to Manager’s scheduled payroll payment date. “**Business Day**” means any day of the year other than (a) a Saturday, Sunday or (b) day on which banking institutions in any jurisdiction of the

banking institution of the School are closed; or (c) a statutory or civic holiday in the United States. Manager will initiate electronic payment not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date payment is due. School's failure to timely fund payroll may result in the requirement to utilize an alternative Funding Method, and delayed processing of banking, and other transaction or additional fees may be imposed including, without limitation, by the applicable financial institutions. The School shall indemnify, defend and hold Manager harmless from and against claims, losses or any other liabilities arising from or relating to School's late submission of transactions.

4.8 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Management Fees and loans will accrue interest at the Prime Rate plus one (1) percentage point for the time overdue. As used herein, the Prime Rate shall mean the rate of interest reported by the Wall Street Journal, Money Rates section as the "Prime Rate" reported on May 31st of the immediately preceding Fiscal Year.
- (b) There will be no limits to what indebtedness or fees owed to Manager may be carried over from year to year unless expressly provided otherwise in this Agreement.

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

ARTICLE V. SUPPLEMENTAL PROGRAMS

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

cooperatively with each other to facilitate the Supplement Program's development and implementation.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Sponsorship Agreement, and applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels in compliance with State law and regulations, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, Administrative Services, Technology Consulting Services, Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Sponsorship Agreement, the HOS, teachers and support staff selected by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the Governing Board with documentary evidence of all such background checks. Manager will share its performance reviews and assessment of the HOS and other staff. The Governing Board may evaluate the HOS and other staff. Manager will present the Board with candidates for the HOS position and for other school leadership positions assigned to work onsite solely for the School. The Governing Board shall review the qualifications of the candidates so presented and shall make the final decision as to which shall be offered the HOS or other applicable position. The Governing Board may make recommendations as to the continuation and termination of the HOS and such other school leaders.
- (c) School shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager or its Affiliates without advance consultation with and written approval from Manager.

6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with applicable laws and regulations, to select, supervise and terminate the HOS and to hold the HOS accountable for the success of the School, subject to Section 6.1(b) above.

6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services and Supplemental Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a

valid teaching certificate or license for the grades and subjects taught, issued by the ODE. Further, to the extent required by applicable laws and regulations, such teachers shall have undergone a criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all material actions and decisions relating to teaching staff on a regular, timely basis.

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

Affiliate's employee, former employee, consultant or former consultant as set forth in this Section 6.6.

ARTICLE VII. TERMINATION OF AGREEMENT

- 7.1 Notice and Timing. Any notice of termination shall take effect at the end of the last day of the then-current school year unless otherwise specified herein or agreed to by the Parties. Notice of termination must be made in writing and delivered to the addresses set forth herein no later than January 15 of the then-current school year and shall list the reason(s) for termination. Early termination will not relieve the School of any obligations to pay fees and costs, whether accrued, pending or outstanding, to Manager.
- 7.2 Termination by Both Parties. The Parties may agree, at any time, in writing to terminate the Agreement.
- 7.3 Termination by Either Party. Either Party may terminate on the following grounds:
- (a) Effective upon failure to timely cure, if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach. Failure to pay Manager for services as set forth in Article IV shall be considered a material breach, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity. If objectively ascertainable reasonable efforts have been made to effect a cure and the breach at issue does not objectively lend itself to cure within the thirty (30) day period, then additional time as necessary to complete the cure shall be permitted, but in no event more than sixty (60) days following written notification of breach.
 - (b) If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, a Party, upon written notice to the other Party, may request renegotiation of this Agreement. Notice may be given any time following enactment of the change whether or not the change is effective on the date of enactment or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice was given unless earlier termination is necessary to protect the health, welfare or safety of students.
- 7.4 Termination By Manager. Manager may terminate on the following grounds:
- (a) Effective when funding change goes into effect or a later date as designated by the Manager if there is any material adverse change in local, State or federal funding for the School's students.
 - (b) Effective immediately if the Governing Board adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to materially increase the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically

unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.

- (c) Effective immediately if (i) the School or Manager undergoes or is required to undergo an adverse change that makes the School or Manager financially unviable, or (ii) the Governing Board makes a financial decision that is grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

7.5 Real and Personal Property. Upon expiration or termination of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and any personal property purchased by Manager with the funds provided to Manager by the School pursuant to Section 4.2 above will be the personal property of the School. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.

7.6 Return of Materials and Records. On the later of (a) five (5) Business Days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the president of the School shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at the School. Manager shall return to the School all School Records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall instead transmit the educational records of each student to said student's school district of residence.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

8.1 Proprietary Information and Ownership. The School acknowledges that Manager owns or has a license to use the intellectual property rights and interests in AMP, the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term ("**Protected Materials**") and to the name "ACCEL™" (such name being a trademark of Manager). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install in reasonable locations and subject to approval of the Governing Board (not to be unreasonably withheld, conditioned, or delayed), signs on the School facilities, including under the name

of the School, describing the services provided by Manager or its assignees, including “Managed by ACCEL Schools” or “Educational Services Provided by ACCEL Schools.” Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

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

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

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

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

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

9.4 Limitations of Liabilities.

- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO AMOUNTS DUE UNDER ARTICLE IV ABOVE AND THE PARTIES’ INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY’S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.
- (c) ECONOMIC DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS

INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

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

ARTICLE X. INSURANCE

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

it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES

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

- (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School.
 - (d) The School is not in breach of and has not defaulted under the terms of the Sponsorship Agreement, and there does not exist any state of fact which, with notice or lapse of time or both, would constitute an event of breach or default on the part of the School under the Sponsorship Agreement.
 - (e) After the Effective Date, the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.
- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "**Disclosing Party**") or received through association with the Disclosing Party (collectively, "**Confidential Information**"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "**Receiving Party**") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.

- 12.2 Care and Authorized Use. Each Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit any Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.
- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

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

services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.

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

To:

A+ Children's Academy
Attn: Board President
114 Obetz Road

Columbus, Ohio 43207

With a copy to:

Ennis Britton Co., L.P.A.
Attn: Hollie F. Reedy
300 Marconi Boulevard, Suite 308
Columbus, Ohio 43215

To:

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

And legal@pansophiclearning.com

With a copy to:

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

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by the Governing Board president or other authorized officer of the School and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party,

nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.

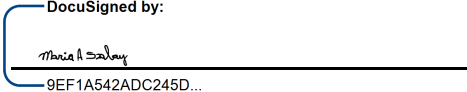
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.
- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the "Consideration" Sections of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" above are reasonable in scope and content and necessary to protect the Manager, its Affiliates and their business interests. The School understands and agrees that the breach or threatened breach of Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" of this Agreement would give rise to the aggrieved Party suffering irreparable harm which would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
 - (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Governing Board's President and Manager's Chief Operating Officer or equivalent who shall have ten (10) Business Days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:

- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS (Judicial Arbitration and Mediation Services, Inc. <https://www.jamsadr.com>) before a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses prohibited in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
- (e) Shared Fees and Expenses. The fees and expenses of the arbitrator shall be shared equally by the Parties.
- 13.13 Survival on Termination or Expiration. The following Articles and Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

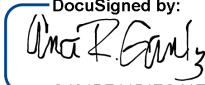
[Signatures on the following page.]

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

Accel Schools Columbus FB LLC

By: 
Name: Maria Szalay
Title: Chief operating officer

A+ Children’s Academy, Inc.

DocuSigned by:

By: C491BF4454EC41E...
Name: _____
Title: _____

APPENDIX A

INCENTIVE GOALS

An additional one and one-half percent (1.5%) Management Fee annual bonus for a Performance Index score of ten (10) points above similar schools and/or a rating between three (3) and five (5) stars on the progress component score of the School's report card issued by the ODE.

Attachment 8



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

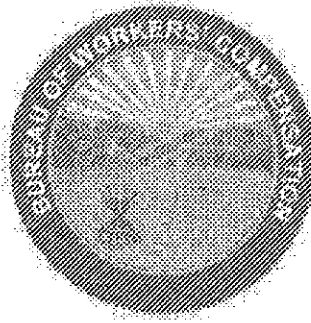
This certificate must be conspicuously posted.

Policy number and employer
39316117

A+ CHILDRENS ACADEMY INC
114 OBETZ RD
COLUMBUS, OH 43207

Period Specified Below
01/01/2022 to 01/01/2023

www.bwc.ohio.gov
Issued by: BWC



Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Danduran & Associates Insurance Agency, Inc. 1827 O'Brien Rd Columbus OH 43228		CONTACT NAME: Robert McSweeney PHONE (A/C, No, Ext): (614) 777-8200 E-MAIL ADDRESS: rob@danduranins.com FAX (A/C, No): (614) 777-2299	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED A+ CHILDRENS ACADEMY 114 Obetz Rd Columbus OH 43207		NAIC # 18058	

COVERAGES**CERTIFICATE NUMBER:** CL2062200790**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK 230177	08/22/2021	08/22/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHUB 727828	08/22/2021	08/22/2022	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
							PER STATUTE	OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
A	EDUCATORS PROFESSIONAL			PHPK 2034161	08/22/2021	08/22/2022	PROFESSIONAL	\$1,000,000
							D & O	INCLUDED
							EPLI	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CHARTER SCHOOL

CERTIFICATE HOLDER**CANCELLATION**

OHIO DEPARTMENT OF EDUCATION
OFFICE OF SCHOOL SPONSORSHIP
25 S FRONT ST
COLUMBUS OH 43215

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DANDURAN & ASSOCIATES
INSURANCE AGENCY, INC.

by

Attachment 9

Admission Procedure

Admission is open to any individual grades KG, as long as the student is 5 on or before September 30th, through 5th grade who, pursuant to state law, is entitled to attend school. In making admission decisions, the School shall not discriminate on the basis of race, color, creed, sex, or disabling condition. Upon admission 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 not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. The School shall not offer attempt to give any monetary payment or in-kind gift to any student or student's family as an incentive for the student to enroll in the School.

The School shall restrict admission to all of Ohio.

If the number of applicants exceeds the capacity restrictions of the School, students will be admitted based on a lottery system, with the following students given preference:

- students who attended the School the previous year;
- siblings of students attending the School the previous year;
- students who are the children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than 5% if the School's total enrollment; and
- students who reside in the district in which the School is located.

The lottery system adopted by the School functions as described below.

- Each applicant exceeding the capacity of the School shall be assigned a number.
- A neutral third party will randomly select numbers, and as each number is selected, the respective student is placed on the permanent waiting list. Once placed on the permanent waiting list, the student retains the position from year-to-year unless the student is no longer an eligible student, is no longer interested in admission, or is selected for admission and thereby removed from the permanent waiting list.
- The School may, in its sole discretion, decide to institute one lottery system and permanent waiting list, or may decide to institute separate lottery systems and permanent waiting lists for each age or grade.

Attachment 10

COMMUNITY

Office of School Sponsorship

Ohio Department of Education

406, 405 Suspension, Expulsion, Removal and Permanent Exclusion and Due Process – ORC 3313.661

Summary

A governing authority is required to adopt a policy on suspension, expulsion, removal, and permanent exclusion of students that specifies the types of misconduct for which a pupil may be suspended, expelled or removed.

Policy Requirements

The policy:

- May apply to misconduct that occurred off property owned or controlled by the school that is connected to activities or incidents that occurred on property owned or controlled by the school.
- May apply to misconduct, regardless of where occurred, directed at school officials/employees, or property of school officials/employees.
- Must provide reasons by which the school's administrator may reduce punishment on a case-by-case basis for incidents related to firearms (as listed in ORC 3313.66(B)(2)).
- Must set forth acts qualifying student for permanent exclusion provided by ORC 3313.662. Please note that, for certain acts, a governing authority may recommend that a student be "permanently excluded" to the State Superintendent of Public Instruction. If permanently excluded by the State Superintendent, a student cannot enroll in any public school anywhere in Ohio. ORC 3313.662, specifies that the following: If a student is convicted of, or adjudicated a delinquent child for, committing, when the pupil was 16 years of age or older, an act that would be a criminal offense if committed by an adult and the act is any of the following:
 - ORC 2923.122 – Illegal conveyance or possession of a deadly weapon or dangerous ordnance or of object indistinguishable from firearm in a school safety zone.
 - ORC 2923.12 – Carrying concealed weapons, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school.
 - ORC 2925.03 – Trafficking, aggravated trafficking in drugs, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school.
 - ORC 2925.11 – Possession of controlled substance, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school.
 - A violation of any of the following, if committed on property owned or controlled by the school, or at an activity held under the auspices of the school, if the victim at the time of commission of the act was an employee of the school:
 - ORC 2903.01 – Aggravated murder.
 - ORC 2923.02 – Murder.
 - ORC 2903.03 – Voluntary manslaughter.
 - ORC 2903.04 – Involuntary manslaughter.
 - ORC 2903.11 – Felonious assault.
 - ORC 2903.12 – Aggravated assault.
 - ORC 2907.02 – Rape.
 - ORC 2907.05 – Gross sexual imposition.
 - ORC 2907.12 (Former Section) – Felonious sexual penetration.

COMMUNITY

Office of School Sponsorship

Ohio Department of Education

- Must specify the procedures including the date and manner by which parents/students can notify of their intent to appeal a suspension or expulsion.
- If the school has adopted a policy under 3313.66(B)(3) or included a provision in this policy extending the administrator's authority to expel a student for bringing a knife to school, the policy must define "knife" and specify reasons by which the administrator may reduce punishment on a case-by-case basis.
- If the school has adopted a policy under 3313.66(B)(4) or (5) or included a provision in this policy extending the administrator's authority to expel a student for acts resulting in serious physical harm to persons or property, the policy must specify reasons by which the administrator may reduce punishment on a case-by-case basis.
- A copy of policy must be posted in central location of school and made available to pupils upon request.
- The policy may adopt guidelines for community service in conjunction with suspension or expulsion; or, in place of suspension or expulsion in certain circumstances. The school may incorporate guidelines by which the administrator may impose community service into the summer or the next term in lieu of applying an expulsion into the following school year.

Please note:

- No student can be suspended, expelled, removed, except in accordance with policy.
- Recommendations to the State Superintendent regarding permanent exclusions must follow ORC 3301.121 and 3313.662.
- ORC 3313.668 is a new section enacted by HB 410. It prohibits a community school from suspending, expelling or removing a student solely based on a student's absences from school without legitimate excuse.

Epicenter Requirements

The following documents must be uploaded to Epicenter:

- A policy that meets the above requirements and the resolution and/or minutes showing adoption.
- Copies of due process documents, including procedures and sample forms/letters used.
- The signed certification statement (below) indicating the central location where the policy is posted and that it is made available to pupils upon request.

Certification Statement

The undersigned school administrator certifies the governing authority's policy on suspension, expulsion and permanent exclusion is posted at the following central location:

Main Office and copies are available to students upon request.

Cathy Blankenship
Print Name

Superintendent
Title

Cathy Blankenship
Signature

10/14/19
Date Signed

Suspension & Expulsion Policy

The Governing Authority understands the severity of excluding a student from the School. The Governing Authority, however, will not tolerate violent, dangerous, disruptive, or inappropriate behavior by students that substantially impedes the School from accomplishing its educational mission. The following policy outlines when a student may be excluded from school, the procedure to follow, and the due process rights available to students.

Students may be excluded by:

- *Suspension.* A student may be removed temporarily from the School for a maximum of ten (10) days for misconduct and violating school rules. Depending on the nature of the suspension, a hearing may or may not be required.
- *Emergency Suspension.* A student may be removed *immediately* from the School, without formal due process procedures when the Head Administrator determines, at his or her discretion, that the student's continued presence at the School poses a danger to others or to property or is an ongoing threat.
- *Expulsion.* A student may be removed entirely for a period of (1) year or eighty (80) days depending on the severity of the student's behavior. All expulsions require a hearing.
- *Emergency Expulsion.* A student may be removed *immediately* from the School, without formal due process procedures when the Head Administrator determines, at his or her discretion, that the student's continued presence at the School poses a danger to others or to property or is an ongoing threat. The School shall then proceed to have a hearing within three days.

Suspension

A student may be suspended for a maximum of ten (10) days for misconduct and violating school rules. Suspensions imposed with fewer than ten (10) days left in the school year may be extended into the following school year at the discretion of the Head Administrator or his/her designee. Instead or in addition to serving a suspension, the student may be required to perform community service.

The Head Administrator may seek permanent exclusion pursuant to the process outlined in Ohio Revised Code 3313.662. The acts (as provided under 3313.662) qualifying a student for permanent exclusion are specified. A student must be 16 or older (at the time the act was committed) and convicted or adjudicated delinquent for violating any of the following:

- 2923.122: Illegal conveyance or possession of a deadly weapon or dangerous ordnance or of object indistinguishable from firearm in a school safety zone.

Any of the following acts, if committed on property owned or controlled by, or at an activity held under the auspices of the school:

- 2923.12: Carrying Concealed Weapons
- 2925.03: Trafficking or Aggravated Trafficking of Drugs
- 2925.11: Possession of Controlled Substances (Other than minor drug offenses)

Any of the following acts, if committed on property owned or controlled by, or at an activity held under the auspices of the school if the victim was an employee of the school:

- 2903.01: Aggravated Murder
- 2903.02: Murder
- 2903.03: Voluntary Manslaughter
- 2903.04: Involuntary Manslaughter
- 2903.11: Felonious Assault
- 2903.12: Aggravated Assault
- 2907.02: Rape
- 2907.05: Gross Sexual Imposition
- Complicity for any of the above criminal acts, regardless of whether the complicity occurred on property owned or controlled by, or at an activity held under the auspices of the school.

After obtaining or receiving proof of the conviction or adjudication and determining that it is appropriate to seek permanent exclusion, the Head Administrator shall give the student and the student's parent, guardian, or custodian written notice that the Head Administrator intends to recommend to the Governing Authority that the Governing Authority adopt a resolution requesting the superintendent of public instruction to permanently exclude the pupil from public school attendance.

Suspensions generally entitle students to a hearing, outlined below, except in the following two situations. First, students suspended from co-curricular or extra-curricular activities will not be entitled to notice, hearing, or appeal because participating in such activities is a privilege and not a right. Second, in-school suspensions are not subject to hearing.

Suspension Procedure: The following procedure shall apply to out of school suspension.

- Before imposing the suspension, the Student is provided a "Notice of Intent Suspend from School," Form 3810.1. The Notice shall provide the reasons for the proposed suspension.
- The Student is provided an informal hearing to challenge or otherwise explain the incident leading to the proposed suspension. The hearing will be conducted before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.

- If the suspension is issued, the Head Administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer, with a "Notice of Suspension from School," Form 3810.3. The written notification shall explain the reasons for the suspension. The student's parents or guardian shall also be notified, in writing of "Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights," Form 3810.4.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the "Notice of Intent to Suspend From School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon the suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

Emergency Suspension

A student may be removed immediately from the School or School property—without following the suspension or expulsion procedures—if the Head Administrator or his/her designee determines the student's presence at the School creates (1) a health risk, (2) presents a danger to other persons or property or (3) seriously disrupt the School's function.

Additionally, a student may be immediately removed from curricular or extracurricular activities by a teacher. The student will be sent to the Head Administrator or his/her designee. The teacher must submit in writing the reasons for removal.

Emergency Suspension Procedure. The following procedure shall apply to Emergency Suspensions:

- Once removed from the activity or school premises, the School shall provide the student written notice "Notice of Emergency Suspension and Intent to Suspend from School," Form 3810.2, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place within three (3) school days from the time of the initial order. The hearing shall be held in accordance with the Suspension hearing rules unless it is probable that the student may be subject to expulsion, in which case the hearing shall be held in accordance with the Expulsion rules. The individual who ordered, caused, or requested the emergency suspension shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the suspension is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Suspension from School," Form 3810.3. The written notification shall explain the reasons for the suspension. The student's parents or guardian shall also be notified, in writing of "Notice

to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights," Form 3810.4.

- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within 14 calendar days of receiving the "Notice of Intent to Suspend from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon suspension by affirming the suspension, reinstating the student, or otherwise modifying the order.

Expulsion

A student may be expelled or totally removed from the education program for more than ten (10) days. Expulsions imposed with fewer days left in the school year than the expulsion requires may be extended into the following school year at the discretion of the Head Administrator or his/her designee. Instead of or in addition to serving an expulsion, the student may be required to perform community service. However, a student may not perform community service if he or she is expelled for bringing a firearm to School or onto School property.

During the student's expulsion, the School may continue educational services in an alternative setting.

Offenses worthy of Expulsion. Expellable offenses may be broken into three categories

1. Students must be expelled for one year for the following offense:

- Bringing a firearm to the School, onto School property, or on any property used or leased by the School for school; extracurricular events; or school-related events. On a case by case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.

2. Students may be expelled for a maximum of one (1) year for the following offenses:

- Bringing a firearm to an interscholastic competition, an extracurricular event, or any other school program or activity that is not located in a school or on property that is owned or controlled by the school district. On a case by case basis, the School may reduce this disciplinary action in accordance with section 3313.661 of the Revised Code.
- Bringing a knife or possessing a knife that was brought on by another person to the School, onto School property, or to an interscholastic competition, an extracurricular event, or any other program or activity sponsored by the School.
- Making a bomb threat to a school building or any premises at which a school activity is occurring at the time under the threat.

- Committing an act that is a criminal offense when committed by an adult and the offense results in serious physical harm to persons or property, *while* the student is at school, on any other property owned or controlled by the Governing Authority, at an interscholastic competition, an extracurricular event, or any other school program or activity.

3. Students may be expelled up to eighty (80) school days for the following offenses:

- Serious misconduct.
- Serious violation of the School rules.
- Other cause.

A "firearm" is defined in accordance with 20 U.S.C. 7151 and means any weapon (including a starter gun which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon, any firearm or firearm silencer; or any destructive device.

A "knife" is defined as any weapon or cutting instrument consisting of a blade fastened to a handle; a razor blade; or any similar device that is used for, or is readily capable of causing death or serious bodily injury.

The Head Administrator may, in his/her sole judgment and discretion, modify or reduce such expulsion for a student committing serious physical harm in writing, to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability); or
- b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

The Head Administrator may, in his/her sole judgment and discretion, reduce an expulsion for making a bomb threat to a period of less than one (1) year, on a case-by-case basis, upon consideration of the following:

- a. Applicable State or Federal laws and regulations relating to students with disabilities (for example, where the incident involves a student with a disability and the misconduct is determined by a group of persons knowledgeable about the child to be a manifestation of the student's disability); or

b. other extenuating circumstances, including, but not limited to, the academic and disciplinary history of the student, including the student's response to the imposition of any prior discipline imposed for behavioral problems.

On a case by case basis, the head Administrator may reduce disciplinary action for all offenses involving firearms and knives.

Expulsion Procedure. The following procedure shall apply to Expulsions:

- Before enforcing the expulsion, the Student *and* his/her parent or guardian is provided a "Notice of Intent Expel from School," Form 3810.5. The Notice shall provide the reasons for the proposed expulsion, the time and place for the hearing.
- The Student is provided a hearing not less than three or more than five days after receiving the Notice. The student may challenge or otherwise explain incident leading to the proposed expulsion. The hearing will be before the Head Administrator or his/her designee and the student may not call witnesses at the hearing.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Expulsion from School," Form 3810.7. The written notification shall explain the reasons for the suspension. The Student's parents or guardians shall also be notified, in writing with a "Notice to Parents/Guardians and Student Regarding your Child's Expulsion & Your Rights," Form 3810.8. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty school days or if the expulsion will extend into the following semester or school year shall, the School shall also provide a "Notice of Assistance Programs for Expelled Students," Form 3810.9. The notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the "Notice of Intent to Expel from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

The Head Administrator must continue to follow through on expellable offenses, even if the expelled student withdraws from the School prior to the hearing or Head Administrator's decision.

Emergency Expulsion

A student may be removed immediately from the School or School property—without following the suspension or expulsion procedures—if the Head Administrator or his/her designee determines the student's presence at the School creates (1) a health risk, (2) presents a danger to other persons or property or (3) seriously disrupt the School's function.

Additionally, a student may be immediately removed from curricular or extracurricular activities by a teacher. The student will be sent to the Head Administrator or his/her designee. The teacher must submit in writing the reasons for removal.

Emergency Expulsion Procedure. The following procedure shall apply to Emergency Expulsion:

- Once removed from the activity or school premises, the School shall provide the student written notice "Notice of Emergency Removal and Intent to Expel from School," Form 3810.6, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.
- The hearing shall take place within three (3) school days from the time of the initial order. The hearing shall be held in accordance with the Expulsion hearing rules. The individual who ordered, caused, or requested the emergency expulsion shall present at the hearing.
- If the Head Administrator reinstates a student before the hearing, the teacher, upon request, shall be given in writing the reasons for reinstating the student.
- If the expulsion is issued, the Head administrator will notify, in writing, the following parties: the Student's parents or guardian and the Treasurer with a "Notice of Expulsion from School," Form 3810.7. The written notification shall explain the reasons for the suspension. The Student's parents or guardians shall also be notified, in writing with a "Notice to Parents/Guardians and Student Regarding your Child's Expulsion & Your Rights," Form 3810.8. The form shall explain the right to appeal to the Governing Authority, the method of appealing to the Governing Authority, and the right to request that the hearing be held in executive session. If the expulsion is for more than twenty school days or if the expulsion will extend into the following semester or school year shall, the School shall also provide a "Notice of Assistance Programs for Expelled Students," Form 3810.9. The notice shall include information about services or programs offered by public and private agencies, including names addresses and phone numbers, that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion.
- If the student appeals to the Governing Authority, the student must file a written appeal to the Governing Authority within fourteen (14) calendar days of receiving the "Notice of Intent to Expel from School." The Student or the Student's parents may request the meeting be held in executive session. All decisions, however, must be acted upon in a public meeting. The Governing Authority, by a majority vote of its full membership shall act upon expulsion by affirming the expulsion, reinstating the student, or otherwise modifying the order.

Sealed Records

The School shall comply with any court order regarding the sealing of a current or former student's records under R.C. 2151.357; provided, however, that the School shall retain records as permitted under R.C. 2151.357 for any student who has been permanently excluded under Sections 3301.121 and 3313.62 of the Revised Code, where those records are regarding an adjudication that the student is a delinquent child that was used as the basis for the student's permanent expulsions. Except as permitted by Sections 3301.121, 3313.662, or 2151.358 of the Revised Code, no officer or employee of the School shall release, disseminate, or otherwise make available records of a student which have been sealed pursuant to R.C. 2151.357 for any purpose involving employment, bonding, licensing, or education to any person or to any department, agency, or other instrumentality of the state or of any of its political subdivisions any information or other data concerning any arrest, taking into custody, complaint, indictment, information, trial, hearing, adjudication, or correctional supervision.

General Policies regarding Exclusion

While a student is excluded, whether suspended, removed, or expelled, the Governing Authority prohibits the Student from attending or participating in all School functions or entering the School. The Head Administrator may permit the student to do otherwise.

This policy will be posted in a central location. Additionally, this policy will be made available to students.

Ohio: R.C. 2151.357, 3301.121, 3313.66, R.C. 3313.661, R.C. 3313.662, R.C. 3313.664; R.C. 3321.13.

Cross Reference: Policy 4510, Tiered Student Discipline Program; Policy 4520, Transportation Discipline; Policy 4540, Disciplining a 504 Student; Policy 4550, Suspension & Expulsion Policy for Students with Disabilities.

Suspension & Expulsion for Students with Disabilities

When a student with disabilities violates the School's Code of Conduct, the student shall be disciplined according to applicable laws, this School's policies regarding discipline, and all other special education policies.

Pursuant to Ohio law, the School's discipline varies depending on whether the discipline is a Change in Placement. A Change in Placement occurs if:

- the Student's removal is for more than 10 consecutive days; or
- the Student has been subjected to a series of removals that constitute a pattern, and all the following exist:
 - the series of removals totals more than 10 school days in a year
 - the child's behavior is substantially similar to the child's behavior in previous incidents that resulted in the series of removals; and
 - additional facts (length of each removal, total amount of time removed, proximity in time of the removals).

Removal for 10 Days or Less (Not a Change in Placement)

The School may remove a child with a disability without any additional action if the child is removed for a period of 10 days or less. A child may be removed by being placed in an appropriate interim alternative educational setting, another setting, or suspension. Services shall be offered as follows:

- *The removal is not for 10 consecutive days.* The School shall provide services only to the extent that services are provided to a child without disabilities who are similarly removed.
- *The removal is for more than 10 days in the same school year, but for separate incidents of misconduct* (as long as those removals do not constitute a change of placement). The School shall provide services, as determined by school personnel in consultation with at least one of the child's teachers, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.

Removal for more than 10 Days (Change in Placement)

If a Change of Placement occurs, the School must (1) provide notice to the parents and (2) conduct a Manifestation Determination Review (MDR). First, the notice to the parents must inform the parents of all the procedural safeguards, including a MDR, a right to receive services, and a continuation of services for a free appropriate public education. Second, the School must conduct a MDR. A MDR seeks to determine if the conduct was a manifestation of the student's disability.

A MDR is attended by the student's parents and relevant members of the IEP team and reviews all relevant information in the child's file, including the child's IEP, any teacher observations and any relevant information provided by the parents.

Through the MDR, the School shall determine whether the conduct is a manifestation of the student's disability. The conduct is a manifestation of the student's disability if it either was (a) caused by or had a direct and substantial relationship to, the child's disability; or (b) the direct result of the school districts failure to implement the IEP.

- *MDR determines the conduct was not a manifestation of the disability.* The School shall (1) ensure that the child continues to received educational services so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress towards meeting the goals set out in the child's IEP and (2) ensure that the child receives, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.
- *MDR determines the conduct was a manifestation of the disability.* Upon determining the behavior is a manifestation of the disability, the School must make several determinations. First, it must determine if the behavior was a direct result of the School's failure to implement the IEP. If it is, the School must take immediate steps to remedy the deficiencies. Second, the School must conduct a functional behavioral assessment within ten (10) days of the manifestation determination and complete the assessment as soon as practicable, unless the School conducted a functional behavior assessment prior to the manifestation determination. If the assessment was already made, the IEP team must review and modify the plan to address the behavior. Third, the School must return the student to placement from which he or she was removed.

Special Circumstances

In limited circumstances, the School may remove a student to an interim alternative educational setting (IAES) for not more than forty five (45) school days without regard to whether the conduct was a manifestation of the disability. The following circumstances include:

- the student carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function;
- the student knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the ODE or the School; or
- The student has inflicted serious bodily injury on another person while at school, on school premises, or at a school function.

Communicating the School's Suspension & Expulsion Policy

Suspensions and Expulsions are to be carried out as stated in Policy 4530, Suspension and Expulsion Policy. As part of the Suspension and Expulsion Policy, the Student and the Student's parents/guardians are required to receive certain notices. This policy indicates which forms are to be used with each action.

Suspension

- Form 3810.1, Notice of Intent to Suspend from School
- Form 3810.3, Notice of Suspension from School
- Form 3810.4, Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights

Emergency Suspension

- Form 3810.2, Notice of Emergency Suspension and Intent to Suspend from School
- Form 3810.3 Notice of Suspension from School
- Form 3810.4 Notice to Parents/Guardians and Student Regarding your Child's Suspension & Your Rights

Expulsion

- Form 3810.5, Notice of Intent to Expel from School
- Form 3810.7, Notice of Expulsion from School
- Form 3810.8, Notice to Parents/Guardians and Student Regarding Your Child's Expulsion & your Rights
- Form 3810.9, Notice of Assistance Programs for Expelled Students
 - *To be included for expulsions lasting more than 20 days*

Emergency Expulsion

- Form 3810.6 Notice of Emergency Removal and Intent to Expel from School
- Form 3810.7, Notice of Expulsion from School
- Form 3810.8, Notice to Parents/Guardians and Student Regarding Your Child's Expulsion & your Rights
- Form 3810.9, Notice of Assistance Programs for Expelled Students
 - *To be included for expulsions lasting more than 20 days*

Notice of Intent to Suspend from School

Date: _____

_____, this notice serves to inform you that you may be suspended under the School's policies and/or O.R.C 3313.66(A).

You may be suspended because *(please include policy violated)*

- _____

- _____

- _____

Should you be suspended, you may not attend or participate in School functions or enter the School during the period of suspension.

Before you will be suspended, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing. At the hearing you may challenge why you may be suspended, or otherwise explain your actions. Should a suspension be issued, you will be given a written notification.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

Head Administrator or Designee

Date

I have received a copy of this Notice of Intent to Suspend.

Signature of Student

Date

Notice of Emergency Suspension and Intent to Suspend From School

Date: _____

_____, your presence posed (1) a continuing danger to persons or property and/or (2) an ongoing threat of disrupting the academic process. This was determined because you: _____

Effective immediately, you have been removed from all curricular and extra-curricular activities.

Additionally, the School will begin the procedure to suspend you based on the School's Disciplinary Code and O.R.C 3313.66(A).

You may be suspended because *(please include violated policy's name and number)*

Should you be suspended, you may not attend or participate in School functions or enter the School during the period of suspension.

Before you will be suspended, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing. At the hearing you may challenge why you may be suspended, or otherwise explain your actions. Should a suspension be issued, you will be given a written notification.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

Head Administrator or Designee

Date

I have received a copy of this Notice of Emergency Suspension and Intent to Suspend.

Signature of Student

Date

Notice of Suspension from School

Date: _____

_____, after reviewing your case, I have concluded you will be suspended from the School. Your suspension will

- begin on _____
- and last until _____

This determination was made after conducting an informal hearing regarding your incident and reviewing your case. You will be suspended because *(please include violated policy's name and number)*

Head Administrator or Designee

Date

I have received a copy of this Notice of Suspension.

Signature of Student

Date

Notice to Parents/Guardians and Student

Regarding Your Child's Suspension & Your Rights

PLEASE DISTRIBUTE COPIES TO: STUDENT, PARENTS/GUARDIAN, SCHOOL TREASURER

Date: _____

To Whom It May Concern:

This is to inform you that _____ has been suspended from the School. The suspension will:

- begin on _____
- and last until _____

This decision was made in accordance with School policy. After this process, it was determined that will be suspended because *(please include violated policy's name and number)*

At this stage, you have a right to appeal your suspension to the School's Governing Authority. The appeal request must be in writing and filed within 14 calendar days of receiving the "Notice of Intent to Suspend" form. Your appeal may be held in executive session. You have a right to be represented in the appeal hearing.

Please be advised of the following:

- If the suspended student is 16 years old or older and is convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude your child. RC 3313.662(A)
- If criminal proceedings are instituted, the suspension may be continued. RC 3313.66(F)

Head Administrator or Designee

Date

Notice of Intent to Expel from School

Date: _____

_____, this note serves to inform you that you may be expelled under the School's policies and/or O.R.C 3313.66(A).

You may be expelled because *(please include policy violated)*

Should you be expelled, you may not attend or participate in School functions or enter the School during the period of suspension.

Before you will be expelled, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing.

The hearing will occur in _____ on
____/____/____ at ____:____.

At the hearing you may challenge why you may be expelled, or otherwise explain your actions. Should an expulsion be issued, you will be given a written notification.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

Head Administrator or Designee

I have received a copy of this Notice of Intent to Expel.

Date

Signature of Student

Date

Notice of Emergency Removal and Intent to Expel From School

Date: _____

_____, your presence posed (1) a continuing danger to persons or property and/or (2) an ongoing threat of disrupting the academic process. This was determined because you: _____

Effective immediately, you have been removed from all curricular and extra-curricular activities.

Additionally, the School will begin the procedure to expel you based on the School's Disciplinary Code and O.R.C 3313.66(B).

You may be expelled because *(please include violated policy's name and number)*

Before you will be expelled, you will be given the opportunity to meet with the Head Administrator or his/her designee for an informal hearing. At the hearing you may challenge why you may be expelled, or otherwise explain your actions. Should an expulsion be issued, you will be given a written notification.

The hearing will occur in _____ on _____/_____/_____ at _____:_____.

Please note, if you are 16 years old or older and are convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude you.

Head Administrator or Designee

Date

I have received a copy of this Notice of Emergency Removal and Intent to Expel.

Signature of Student

Date

Notice of Expulsion from School

Date: _____

_____, after reviewing your case, I have concluded you will be expelled from the School. Your expulsion will:

- begin on _____
- and last until _____

This determination was made after conducting hearing regarding your incident and reviewing your case. You will be expelled because *(please include violated policy's name and number)*

Head Administrator or Designee

Date

I have received a copy of this Notice of Expulsion.

Signature of Student

Date

Notice to Parents/Guardians and Student

Regarding Your Child's Expulsion & Your Rights

PLEASE DISTRIBUTE COPIES TO: STUDENT(S), PARENTS/GUARDIAN, SCHOOL TREASURER

Date: _____

To Whom It May Concern:

This is to inform you that _____ has been expelled from the School. The expulsion will:

- Begin on _____
- And last until _____

This decision was made after a hearing and review of your case. After this process, it was determined that will be expelled because *(please include violated policy's name and number)*

At this stage, you have a right to appeal your expulsion to the School's Governing Authority. The appeal request must be in writing and filed within 14 calendar days of receiving the "Notice of Intent to Expel" form. Your appeal may be held in executive session. You have a right to be represented in the appeal hearing.

Please be advised of the following:

- If the suspended student is 16 years old or older and is convicted of/or adjudicated a delinquent child as provided by the Ohio Revised Code, the Head Administrator may permanently exclude your child. RC 3313.662(A)
- If criminal proceedings are instituted, the suspension may be continued. RC 3313.66(F)

Head Administrator or Designee

Date

*For expulsions lasting more than 20 days, include:
"Notice of Assistance Programs" (Form No. 3810.9)*

Notice of Assistance Programs for Expelled Students

PLEASE DISTRIBUTE COPIES TO: STUDENTS, PARENTS/GUARDIAN, SCHOOL TREASURER

When a student has been expelled for more than 20 days, Ohio law requires the School to provide this notice. This notice lists public and private agencies that provide services designed to help the student's attitudes and behaviors that gave led to the student's expulsion.

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Agency Name	Phone Number
Address	

Attachment 11

0522 - May FY22 submission								
IRN No.: 013232							County:	Franklin
Type of School: Brick and Mortar								
Contract Term: 6/30/22		School Name:		A+ Children's Academy				
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances								
For the Fiscal Years Ended 2019 through 2021, Actual and								
the Fiscal Years Ending 2022 through 2026, Forecasted								
	Actual			Forecasted				
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2019	2020	2021	2022	2023	2024	2025	2026
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 1,116,981	\$ 1,005,423	\$ 978,851	\$ 1,011,280	\$ 1,072,635	\$ 1,113,155	\$ 1,200,805	\$ 1,253,395
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	2,870	1,165	676	283	1,000	1,000	1,000	1,000
Total Operating Receipts	\$ 1,119,852	\$ 1,006,589	\$ 979,527	\$ 1,011,563	\$ 1,073,635	\$ 1,114,155	\$ 1,201,805	\$ 1,254,395
Operating Disbursements								
100 Salaries and Wages	\$ 665,263	\$ 649,681	\$ 655,695	\$ 669,778	-	-	-	-
200 Employee Retirement and Insurance Benefits	120,125	127,946	134,191	126,972	-	-	-	-
400 Purchased Services	425,601	380,124	375,445	461,947	\$ 1,413,046	\$ 1,552,571	\$ 1,394,253	\$ 1,435,136
500 Supplies and Materials	16,526	23,459	55,287	108,788	\$ 108,319	108,902	59,991	60,591
600 Capital Outlay - New	23,871	14,332	-	32,267	\$ 32,590	32,916	33,245	33,577
700 Capital Outlay - Replacement	-	7,922	-	9,593	\$ 9,305	-	-	-
800 Other	19,704	-	31,347	-	\$ -	-	-	-
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 1,271,090	\$ 1,203,466	\$ 1,251,964	\$ 1,409,346	\$ 1,563,260	\$ 1,694,388	\$ 1,487,488	\$ 1,529,304
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (151,238)	\$ (196,877)	\$ (272,438)	\$ (397,783)	\$ (489,625)	\$ (580,233)	\$ (285,683)	\$ (274,909)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 147,120	\$ 93,412	\$ 154,831	\$ 356,320	\$ 609,000	\$ 459,000	\$ 150,000	\$ 150,000
State Grants (3200, except 3211)	104,142	140,819	88,212	62,479	63,104	63,735	64,373	65,016
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 251,262	\$ 234,231	\$ 243,042	\$ 418,799	\$ 672,104	\$ 522,735	\$ 214,373	\$ 215,016
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating								
Disbursements	\$ 100,024	\$ 37,354	\$ (29,395)	\$ 21,017	\$ 182,480	\$ (57,498)	\$ (71,311)	\$ (59,893)
Fund Cash Balance Beginning of Fiscal Year	\$ 76,893	\$ 176,917	\$ 214,271	\$ 184,876	\$ 205,892	\$ 388,372	\$ 330,874	\$ 259,563
Fund Cash Balance End of Fiscal Year	\$ 176,917	\$ 214,271	\$ 184,876	\$ 205,892	\$ 388,372	\$ 330,874	\$ 259,563	\$ 199,670
Assumptions								
	Actual			Forecasted				
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
	2019	2020	2021	2022	2023	2024	2025	2026
Staffing/Enrollment								
Total Student FTE	127.00	120.00	113.00	102.00	115.00	127.00	137.00	143.00
Instructional Staff	17.00	11.00	11.00	16.00	16.00	16.00	16.00	16.00
Administrative Staff	3.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Other Staff								
Purchased Services								
Rent	\$ 96,350.00	\$ 96,000.00	\$ 102,000.00	\$ 102,000.00	\$ 102,000.00	\$ 102,000.00	\$ 102,000.00	\$ 102,000.00
Utilities	27,481.71	33,452.70	30,305.02	35,525.90	35,881.16	36,239.97	36,602.37	36,968.39
Other Facility Costs	44,140.26	13,253.46	14,000.00	35,000.00	35,350.00	35,703.50	36,060.54	36,421.14
Insurance	-	-	-	15,000.00	15,150.00	15,301.50	15,454.52	15,609.06
Management Fee	-	-	-	-	171,621.62	178,104.80	192,128.80	200,543.20
Sponsor Fee	32,759.72	29,247.80	29,640.20	28,918.75	32,179.05	33,394.65	36,024.15	37,601.85
Audit Fees	-	8,184.00	10,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Contingency	-	-	-	5,236.00	-	-	-	-
Transportation	-	-	-	-	-	-	-	-
Legal	-	3,852.00	2,441.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Marketing	67.43	1,885.95	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Consulting	75,653.41	54,250.00	54,000.00	54,000.00	54,000.00	54,000.00	54,000.00	54,000.00
Salaries and Wages	-	-	-	-	700,000.00	721,000.00	680,000.00	700,000.00
Employee Benefits	-	-	-	-	132,240.00	136,207.20	102,609.00	111,445.00
Special Education Services	-	-	-	50,000.00	50,500.00	51,005.00	51,515.05	52,030.20
Technology Services	-	-	-	25,509.29	25,764.38	26,022.03	28,767.14	29,055.48
Food Services	76,916.68	68,399.00	33,560.00	36,000.00	36,360.00	36,723.60	37,090.84	37,461.74
Other	72,232.36	71,599.09	98,498.00	52,757.00	-	104,868.00	-	-
Total	\$ 425,601.57	\$ 380,124.00	\$ 375,444.22	\$ 461,946.94	\$ 1,413,046.22	\$ 1,552,570.25	\$ 1,394,252.40	\$ 1,435,136.07

IRN No. 13232

Community School Budget

County: Franklin

A+ Children's Learning Academy
Budget for Fiscal Year 2022

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	\$ 475,000.00	\$ 50,000.00	\$ 125,849.00		\$ -	\$ -	\$ -	\$ -	\$ -		\$ 650,849.00
Retirement Fringe Benefits 200	\$ 90,250.00	\$ 9,500.00	\$ 23,371.00								\$ 123,121.00
Purchased Services 400	\$ 164,267.29		\$ 34,996.00	\$ 84,000.00	\$ 170,355.00					\$ 60,000.00	\$ 513,618.29
Supplies 500	\$ 37,742.00	\$ 5,000.00	\$ 5,000.00		\$ 5,000.00				\$ 5,000.00		\$ 57,742.00
Capital Outlay 600	\$ 10,000.00									\$ 23,352.00	\$ 33,352.00
Other 800	\$ 8,942.00										\$ 8,942.00
Total	\$ 786,201.29	\$ 64,500.00	\$ 189,216.00	\$ 84,000.00	\$ 175,355.00	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 83,352.00	\$ 1,387,624.29

Budget Per Pupil

Estimated Student Enrollment	111	\$7,082.89	\$581.08	\$1,704.65	\$756.76	\$1,579.77	\$0.00	\$0.00	\$0.00	\$45.05	\$750.92	\$12,501.12
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Attachment 12

FISCAL OFFICER CONSULTING CONTRACT

Agreement made and entered into this 1st day of July, 2021, by and between A+ Children's Academy, a community school located at 114 Obetz Road, Columbus, OH 43207 (the "Client") and Michael F. Ashmore, a licensed school treasurer and consultant located at 4998 Guards Lane, Cincinnati, OH 45244 (the "Consultant").

The Client hereby enters into this Agreement for services with Consultant in consideration of and pursuant to the terms and conditions set forth herein.

Services

During the term of this Agreement, Consultant will provide the following fiscal officer services:

1. Supervise, review or perform receipt of all funds.
2. Supervise, review or perform accounts payable utilizing two check runs per month that will be generated after all required information has been received. Client staff will be responsible to submit hand written requisitions and send invoices to Consultant and Consultant will provide all other services.
3. Supervise, review or perform staff payroll, including submission of all required taxes, etc. after all required payroll information has been received. A schedule will be provided to Client with timelines required to submit payroll information so that it can be included on the next available payroll.
4. Supervise, review or perform timely submission of monthly STRS and SERS reports.
5. Supervise, review or perform monthly bank reconciliations.
6. Submit project cash requests for CCIP.
7. Develop monthly financial reports for presentation to Board for approval at Board Meetings.
8. Provide guidance relative to school law and all other financial aspects of the school.
9. With input from the Superintendent, develop Five-Year Forecast for submission to the Ohio Department of Education, in accordance with law in October and May.
10. Facilitate year end close for accounting and payroll.
11. Complete all FER reports for CCIP.
12. Facilitate annual financial and compliance audit.
13. Provide all required financial reports to sponsor on a timely basis.
14. Be available for Superintendent and Board to discuss school related issues.
15. Provide all other regular treasurer functions within reason.

Term

The term of this Agreement shall commence July 1, 2021 and shall remain in effect unless it is terminated in accordance with the termination clause that follows.

Termination

This Agreement may be terminated by either party without cause by providing at least ninety (90) days' written notice to the other party of its intention to terminate this Agreement. If either party provides such written notice, this Agreement shall terminate effective 90 days after the receipt of the notice. Upon termination of this Agreement for any reason, Client shall pay Consultant all amounts due through the date of termination. Should Client abandon or cease

operations, this agreement shall terminate on the day of cessation of operations.

Fees / Reimbursements / Invoices

Payment for the services listed above shall be \$4,500 per month. Payments shall be made upon receipt of monthly invoices and are due by the 15th of the following month.

Additionally, A+ Children's Academy shall be responsible for cost of bond for Consultant.

Additionally, A+ Children's Academy shall be responsible to reimburse Consultant for any postage used for in the delivery of fiscal office services to A+ Children's Academy if applicable.

Additionally, A+ Children's Academy shall be responsible for mileage reimbursement to the Consultant at the current IRS mileage reimbursement rate for all miles driven in the official business of A+ Children's Academy, including all board meetings.

Retirement Contributions

The School Employees Retirement System (SERS) of Ohio has determined that membership in SERS is required for individuals who perform fiscal services. SERS requires that 24% of all earnings be remitted to SERS (10% employee contributed and 14% employer contributed). A+ Children's Academy will be responsible for remitting the required 24% contributions on behalf of the Consultant and the consultant's assistant who will perform the day to day duties.

Indemnification / Limitation of Liability

Nothing herein shall be construed to create any liability or responsibility of Consultant for any act or omission of A+ Children's Academy, its current or former directors, officers, agents and employees or any party acting as fiscal agent or advisor for A+ Children's Learning Academy (Other than Consultant). A+ Children's Academy shall indemnify, defend and hold harmless the Consultant from any and all claims, charges, demands, loss, liability, cost and expense (including reasonable attorneys' fees) arising out of or resulting from (1) acts or omissions of any current or former director, officer, agent, or employee of A+ Children's Academy or any party acting as fiscal agent or advisor for A+ Children's Academy (other than Consultant) (2) inaccurate data given to Consultant or the Ohio Department of Education by A+ Children's Academy, and (3) claims caused by the negligence or willful misconduct of A+ Children's Academy or its agents and employees and from all Claims arising from or relating to actions taken by Consultant at the direction of A+ Children's Academy, its governing board, or any of its officers or employees, at any time before, during or after commencement of this Agreement. The provisions of this paragraph shall survive any termination of this Agreement. Consultant shall also be considered as an additional insured on A+ Children's Academy's director's and officers' liability coverage.

In no event shall Consultant be liable to A+ Children's Academy or to any third party for consequential or incidental damages arising out of or relating to the services, even if Consultant is advised of the possibility of such damages. In no event shall Consultant be liable for actual damages or losses in excess of the monthly amount paid by A+ Children's Academy to Consultant for the specific service.

Additionally, the person signing this contract on behalf of A + Children's Academy is authorized to enter into this contract on behalf of the board.

Complete Agreement

This Agreement is the complete and exclusive agreement and understanding between the parties and concerning the subject matter hereof.

This contract supersedes any contract that has been in place in the past or is currently in place between the Client and the Consultant.

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

A+ CHILDRENS' ACADEMY

BY:

Sherry Kuehn
(NAME)

Board President
(TITLE)

7/1/21
(DATE)

CONSULTANT

BY:

Michael L. Curran
(NAME)

CONSULTANT
(TITLE)

7/1/21
(DATE)

Members of the Board and
Mr. Michael Ashmore, Treasurer
A+ Children's Academy
July 23, 2021
Page 7

Our fee for these services will not exceed the amounts listed in our audit contract. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the A+ Children's Academy and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

James G. Zupka, CPA, Inc.
James G. Zupka, CPA, Inc.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the A+ Children's Academy:

Cathy Blankenship
Management Signature

Superintendent
Title

8/12/21
Date

Sherry Kuehn
Governance Signature

Board President
Title

8/10/21
Date

Attachment 13



Employee Benefits

A+ Children's Academy is a public school that provides State Teacher Retirement System (STRS) and State Employee Retirement System (SERS) benefits for all employees. STRS employees pay 14% and SERS employees pay 10% of their gross pay into their respective retirement systems with each paycheck. The employer contribution to the respective retirement systems is 14% of gross pay for both STRS and SERS employees.

We offer health insurance along with dental and vision to full-time employees and their dependents through United Healthcare through payroll deduction. The employer pays 50% of the employee's portion of the monthly health insurance premium.

A+ Children's Academy also offers short and long term disability as well as accident, cancer and other supplemental insurance plans through Colonial Life Insurance to full-time employees through payroll deduction. The employee is responsible for 100% of the premiums.

Along with health insurance, full-time employees also have the opportunity to purchase life insurance through Colonial Life Insurance through payroll deduction. Again, the employee is responsible for 100% of the premiums.

Attachment 14

2020/2022 School Year Lease Agreement

Lessee

**Name (Tenant): A + Children's
Academy
Community Charter School**

Telephone: 614-491-8502

**Address of Premises: 100-114 Obetz
Road, Columbus OH 43207**

(hereinafter referred to as 'Tenant')

Lessor

**T. Ronald Sams Revocable Trust
dtd January 29, 1993
(Landlord)**

**Barbara A. Sams Revocable
Trust dtd January 29, 1993
(Landlord)**

**Telephone: 614-491-5902, 614-
402-0223**

**138 Jana Kay Ct., Columbus OH
43207**

**(hereinafter referred to as
"Landlord")**

In consideration of the mutual agreements set forth below, landlord hereby leases to Tenant and Tenant hereby leases from Landlord, to be used solely for school business purposes, the premises designated above, together with the fixtures and appurtenances belonging thereto, for the agreed term. All parties listed above are herein referred to individually and collectively as Landlord and Tenant respectively.

1. PRELIMINARY TERMS

The Lease Agreement is made to be effective the first day of July 2020, for the rental property (hereinafter "premises") described and located at 106 (5th grade classroom/ back garage) 108 (3-4 classrooms- modular) 112 (K-2 classrooms and cafeteria)- 114 (main office building and the arts) Obetz Road, Columbus, Ohio 43207, said premises containing seven improved buildings, four of which as described above are the subject of this Lease Agreement..

2. LEASE TERM AND NONRENEWAL

The premises are hereby leased for the first and second year of the initial term beginning the first day of July 2020, and ending June 30, 2022. Tenant is hereby granted an option at the discretion of both the Tenant and the Landlord to renew this lease on an annual basis for up to ten (10) additional years, with each renewal term commencing with the expiration of the initial term of the renewal term then in effect. Tenant must exercise its option to renew this Lease Agreement by notifying the Landlord no later than one hundred and twenty (120) days prior to the expiration of this initial term.

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Tenant may nonrenew any then-current term of the lease by written notice to Landlord sent U.S. Postal service regular mail one hundred and twenty (120) days prior to the then-current lease term's expiration.

3. USE OF THE PREMISES

Tenant agrees that the leased premises are to be occupied solely for the school business purposes of Tenant. Tenant shall not perform nor permit any practice which may be illegal, disturbing or injurious to the building, premises, or neighborhood or which may increase the rate of insurance on the building.

4. RENT

The Tenant agrees to pay without demand by Landlord, and Landlord agrees to accept, as rent for the use of the leased premises, the sum of Eight thousand, five hundred dollars (\$8,500.00) per month payable in advance in or before the fifth day of each and every month, beginning July 1, 2020. After the second year of the initial term the rent may be increased by the percentage increase in the index published immediately prior to July 1 of each year in the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers {CPI-U}, All Cities (1982-84=100), but not to exceed seven percent (7%). If the CPI-U is no longer maintained, the nearest equivalent government index shall be used as a substitute. Rent shall be deemed paid on the date of postmark.

The rental payment shall be received by the landlord at the address listed above. The time of payment of rent is a matter of the essence under this lease Agreement. Furthermore, if rent is not paid in full for ten (10) days after it is due and without demand of the landlord, the tenant agrees to pay fifty (\$50.00) dollars for each day the rent is late, until it is received by the Landlord. Failure to pay the rent within thirty (30) days of the due date constitutes a breach of this Rental Agreement.

Tenant agrees to pay a returned check charge in the amount of twenty-five (\$25) dollars in addition to any charge for late rental payment.

5. SECURITY DEPOSIT

Tenant has deposited with the Landlord a security deposit for the leased premises named above in the amount of \$1,000.00 for the performance of each and every agreement to be performed by Tenant under this lease. The Landlord will have the right, but not the obligation, to apply the security deposit in whole or in part as payment if such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent or in the performance of agreements contained herein. The Landlord's right to possession of the premises for non-payment of rent or any other reason shall not be affected by the fact that the Landlord holds security.

Tenant's liability is not limited to the amount of the security deposit. Should damages to the premises exceed the security deposit, Tenant agrees to reimburse the Landlord for all actually damage expense.

Tenant will be promptly notified and will have the first opportunity to complete any needed maintenance repairs prior to application of the security deposit. If Tenant does not make such needed maintenance repairs within 15 business days, Landlord shall give Tenant written notice of the application of the security deposit or any part thereof within thirty (30) days of said application. If the application is on account of maintenance repairs or replacements necessitated by Tenant, said notice will include the estimated or actual cost of the same and estimates or paid receipts will be attached. On receiving said notice, Tenant shall at once pay the landlord an amount sufficient to restore the security deposit in full.

Upon the termination of this lease, full payment of all amounts due and performance of all Tenant's agreements, the security deposit or any portion thereof remaining not applied shall be refunded within thirty (30) days after the proper termination of this Agreement, return keys, inspection of the leased premises showing the premises to be in clean condition with no damage, ordinary wear and tear excepted. The security deposit will at no time be construed as advance payment of rent for any month of this lease term. Should damage beyond ordinary wear and tear to the premises exceed the security deposit, Tenant agrees to reimburse the Landlord for all actual damage expense. The security deposit shall not bear interest unless and except as required by state statute.

6. UTILITIES

Unless otherwise agreed in writing, payment of all applicable charges for utilities to the utility company or authorized metering agency for gas, electricity, water conditioning, security system, phone, including use for heating, ventilation, air conditioning, etc.; shall be the sole responsibility of Tenant. At Tenant's expense Tenant may adapt or install phone and computer services applicable to the Tenant's needs, and this adaption in installation shall not constitute damage under the terms of this Agreement.

7. ENTRY FOR INSPECTION, REPAIRS AND ALTERNATIONS

At Landlord's discretion, Landlord shall be provided with any keys necessary for access to the premises. Tenant agrees to allow the Landlord and the Landlord's representatives to have access to the leased premises at reasonable times and upon twenty-four (24) hour notice, except in emergencies, for the purpose of (a) inspection of the premises; (b) making ordinary and necessary or agreed services; or (c) exhibiting the leased premises to prospective or actual buyers, mortgagee tenants, workmen or contractor. Reasonable times will signify a period from 7:00 a.m. to 7:00 p.m. or any other time expressly requested by Tenant. If Tenant is not available to permit entry into the premises, the Landlord or their representatives may enter same for such purposes without liability. However, such liability will exist when ordinary and reasonable care is not taken to protect Tenant's property.

8. ASSIGNMENT AND SUBLETTING

Tenant agrees not to rent, sublet, or in any way assign the right to reside in any portion of the leased premises.

9. USE OF OUTDOOR SPACE/INCLUDING PLAYGROUNDS

The entire premises of 100-114 Obetz Road is owned by the Landlord. It is understood that both The Children's Academy Childcare/Kindergarten School and the A+ Children's Academy Community Kindergarten/Elementary School will equally share the outdoor playgrounds and open space. The principals of each school will confer on a regular basis scheduling of each school's use. In the event of a difference between the two school principals, the landlord will act as mediator to offer a harmonious solution.

10. PARKING

All parking spaces are shared property of tenants.

11. REDECORATION OR ALTERATIONS

Tenants shall not make alterations, improvements or additions to the leased premises (interior or exterior); nor install, attach or connect any devices to the premises; nor repaint the walls or woodwork or redecorate in any way that would constitute an alteration without obtaining Landlord's consent in every case, with the exception of phone and computer service as provided in Section 6 of this Agreement. Carpets or other floor covering material which are nailed or cemented to any floors, or any permanent structural or attached fixtures that are made by Tenant shall become the sole property of Landlord on the expiration of the Lease Agreement.

12. TENANT'S RESPONSIBILITY FOR UPKEEP

Tenant agrees to keep the premises and fixtures which are leased for the Tenant's exclusive use in good working order and condition and shall pay for all repairs to the premises or fixtures. Tenant agrees to keep the leased premises in a safe, clean and sanitary condition at all times. Tenant further agrees to:

- (a) Dispose of rubbish, garbage and other waste in a safe, sanitary and timely manner;
- (b) Keep all plumbing fixtures as clean and good repair as their condition permits;
- (c) Operate all electrical fixtures, air-conditioner and furnace properly;
- (d) Comply with all state and local housing, health and safety laws;
- (e) Not place on the premises any furniture, plants, animals or other things which harbor insects, rodents or other pests;
- (f) Keep off the premises materials causing a fire hazard or safety hazard and comply with the requirements of landlord's insurance carrier;
- (g) Refrain from, and prohibit other persons on the premises with Tenant's permission from, intentionally negligently destroying, defacing, damaging or removing any

- fixture, appliance or other part belonging to the leased premises;
- (h) Supply general maintenance such filters, light bulbs, etc.
- (i) Maintain heating and air-conditioning equipment in good working order.
- (j) In case of any destruction of electrical, fire, or IT equipment caused by lighting etc. will be the responsibility of the Tenant's insurance.
- (k) In the event the State, City, or any government entities require that additional fixtures, such as, (IT equipment, plumbing etc.) be needed it will be the responsibility of the Tenant.
- (l) Indoor and exterior cameras, security systems and maintenance and repairs shall be paid by A+ CA.

NOTE: This is a Net Lease. The Tenant Pays for all repairs, maintenance, one half of the county school taxing property taxes and assessments, replacement costs of all mechanicals, such as, furnaces, electrical, and plumbing fixtures and AC units.

On termination of this Lease Agreement, Tenant shall return the premises to the Landlord in like condition, reasonable wear and tear excepted.

13. LANDLORD'S RESPONSIBILITY FOR UPKEEP

Landlord agrees to maintain the premises to the following minimum standards:

- (a) Landlord ensures that any underground water supply is available to each building at Landlord's cost. Also that any sewerage lines be working and attached to the city sewage lines at Landlord's expense.
- (b) Provide effective weather protection, including the replacement of broken windows or doors. In the event doors or windows or any other items are destroyed by criminal actions, it will be the Tenant's responsibility to pay for those replacements.
- (c) Keep building, grounds, and other areas in the control of the Landlord in a clean and safe condition;
- (d) Yard work will include grass cutting and trimming of shrubs.
- (e) Snow removal will be provided at a minimal charge;

It is agreed and understood that any of the following conditions or situations shall be absolute defense in any action against Landlord for breach of the Lease Agreement based upon the duty of the Landlord to maintain the Building premises:

- (a) Lack of reasonable opportunity for Landlord to correct defective building conditions;
- (b) Conditions beyond landlord's reasonable control;
- (c) Conditions caused by Tenant, guests or other persons on premises with Tenant's consent;
- (d) Tenant's unreasonable refusal of or interference with entry of Landlord or Landlord's workmen into the premises to correct defective conditions;
- (e) Landlord not having actual knowledge of defective conditions.

14. LANDLORD'S NONLIABILITY FOR LOSS OR INJURY

Tenant shall assume the risk of, be responsible for, and indemnify Landlord and hold it harmless from any and all liability for any loss, damage or injury to person or property occurring on or about the Leased premises, except for that caused by the negligence of Landlord and its employees, agents and invitees. All property shall be removed from the leased premises when Tenant leaves premises and the Lease Agreement is terminated. Anything left behind shall be considered by the Landlord to be abandoned.

NOTE: The Tenant is responsible to pay for casualty insurance that contains a payable clause to the Landlord. The Landlord is to have the opportunity to agree or disagree with Tenant's selection of an Insurance Company. The Tenant is to carry at least a \$2,000,000.00 liability Insurance policy.

15. MEMORANDUM OF LEASE

Upon the request of either the Landlord or Tenant, a Memorandum of Lease providing the key terms of this lease Agreement shall be signed, and filed of record with the office of the Franklin County Recorder.

16. NOTICE OF DEFAULT

If Lessee fails to comply with any term, provision or covenant of this Lease Agreement other than the payment of rent, Lessee shall not be deemed in default of this Lease Agreement until Landlord has provided written notice to Tenant of its lack of compliance, and Tenant has failed to comply within thirty (30) days after said written notice.

In the event the Lessee violates and/or fails to comply with any of the agreement, terms or conditions of this lease, said breach shall constitute grounds for termination and/or eviction by the Lessor.

For purposes of this section, the commencement of an action in forcible entry and retainer, ejectment, or similar action following default by Lessee is equivalent to an actual entry of the premises by Lessor.

17. RECEIPT

By execution of this Lease Agreement, Tenant confirms that Tenant has received (a) a receipt for the Security deposit; (b) a summary of any city or state ordinance which may be required by law; and (c) keys to the premises

Landlord acknowledges the receipt of \$8,500.00 rent for the month of July 2020 and \$100.00 security deposit.


All parties have read the foregoing terms and conditions prior to signing an

acknowledging receipt of a copy hereof.

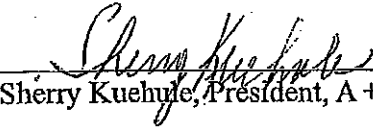
This Lease Agreement has been accepted and signed this 25 th day of June, 2020.



T. Ronald Sams, Trustee/Landlord Signature



Barbara A. Sams, Trustee/Landlord Signature



Sherry Kuehne, President, A + Children's Academy