

Ohio Community School Contract
School

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Community School Contract

This Ohio Community School Contract (the "Agreement"), effective the 1st day of July 2024 is made and entered into between the Ohio Department of Education and Workforce (the "Sponsor") and the governing authority ("Governing Authority") of The Eagle Learning Center 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 and Workforce 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 and Workforce, Office of School Sponsorship ("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 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, 2024 and shall continue through June 30, 2029. 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** or, if the determination is pending, shall be provided to the Sponsor to update this Agreement. The School is subject to Ohio laws that apply to all community schools, now existing and as subsequently enacted or amended. 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 100 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 traditional 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 or by the Board's legal counsel 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. The Sponsor shall verify that no findings for recovery have been issued against any member of the Governing Authority. If an unresolved finding for recovery is found, the Sponsor shall require that the member or member(s) must immediately resign from the Governing Authority and such member may not serve until such time that all findings for recovery have been resolved.

D. Conflict-Of-Interest Disclosure. Each member of the Governing Authority shall annually complete during fall compliance and the School shall keep on 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. Annually during the fall compliance period or within thirty (30) days of becoming a member, The Governing Authority must provide the following items to the Sponsor:

- Resume or biographical vitae;
- Signed Annual Conflict of Interest Disclosure Statement which includes a 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, which may be completed via annual review and approval of the Board's Code of Ethics and Conflict of Interest Policy or 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.

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. Notices of meetings are not subject to the notice requirements of Section 20.8 of this Agreement.

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 termination.

Section 3 School Leadership

3.1 Community School Leadership

Principal is responsible for the daily operations of the School. The Governing Authority authorizes Superintendent 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. If the School has an agreement with an Operator regarding the hiring of personnel, the responsibility for notification may be designated to the Operator. The governing authority will not name any individual or entity as school superintendent, school leader or operator/management company with any unresolved fiscal findings all leadership roles shall follow board approved fiscal controls and accountability.

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 reasonable opening requirements provided appropriate notice of such requirements is given to the School in advance. 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

A school personnel member shall attend all required trainings offered by the Sponsor (for which at least fourteen (14) days' notice is provided). Mandatory trainings include an annual August virtual or in-person or a combination of both 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. 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 interest in education records that 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:

- 230 • School policies, and procedures
- 231 • Education records, including but not limited to, student cumulative files, and student records
- 232 including individualized education programs (“IEPs”) and evaluation team reports (“ETRs”) with
- 233 student personally identifiable information and other protected information redacted;
- 234 • Corporate records of the School including governing authority meeting minutes;
- 235 • Financial records;
- 236 • Educational program, including test administration procedures and student protocols;
- 237 • Personnel records, including evidence that criminal background checks have been conducted,
- 238 with confidential information such as medical information and social security numbers redacted;
- 239 • School operations, including health, safety and occupancy requirements; and,
- 240 • Inspection reports of the facility or facilities.
- 241 • Any corrective action notices, threat of pending law suit or legal proceedings.

242 **4.2 Sponsor Visits to School**

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

248 **4.3 Complaints Received Regarding the School**

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

263 **4.4 School Health or Safety Issues**

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

268 **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 develop with the school additional 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**.

4.6 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 twenty-five (25) 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

308 Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready
309 assessments), 3301.0715 (District board to administer diagnostic assessments – intervention services),
310 3301.0729 (Time spent on assessments), 3301.948 (Provision of data to multi-state consortium
311 prohibited); 3302.037 (Notification of report card to parents and board), 3313.472 (Policy on parental
312 and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual
313 records), 3313.539 (Concussions and school athletics), 3313.5310 (Information and training regarding
314 sudden cardiac arrest), 3313.608 (Fourth grade reading capability), 3313.609 (Grade promotion and
315 retention policy), 3313.6012 (Policy governing conduct of academic prevention/intervention services),
316 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core
317 curriculum requirements), 3313.6015 (Resolution describing how district will address college and career
318 readiness and financial literacy), 3313.6020 (Policy on career advising), 3313.6024 (Reporting on
319 prevention-focused programs), 3313.6025 (Instruction on proper interaction with peace officers),
320 3313.6026 (FAFSA data sharing agreement), 3313.6029 (Parental notification of assessment results),
321 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.6411
322 (Providing report card to parent), 3313.6413 (Free feminine hygiene products), 3313.66 (Suspension,
323 expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy
324 regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order
325 permanently excluding pupil; from public schools), 3313.666 (District policy prohibiting harassment
326 required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on
327 absences), 3313.669 (Establishing Threat Assessment Teams), 3313.6610 (Registration with SaferOH),
328 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of
329 required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable
330 and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning
331 needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and
332 diagnoses by school physician), 3313.716 (Possession and use metered dose inhaler or dry powder
333 inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to
334 treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7112 (Diabetes care), 3313.721
335 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of
336 food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods;
337 determination of nutritional value; software), 3313.818 (Breakfast programs), 3313.86 (Health and
338 safety review), 3313.89 (Publication of information regarding online education and career planning
339 tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073
340 (In-service training in child abuse prevention programs), 3319.077-.078 (multi-sensory structured
341 literacy certification), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex
342 offender in attaining school employment), 3319.321 (Confidentiality), 3319.39 (Criminal records check),
343 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator
344 profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules
345 regarding positive behavior intervention supports and the use of physical restraint or seclusion on
346 students), 3320.01-3320.03 (Ohio Student Religious Liberties Act of 2019); 3321.01 (Compulsory school
347 age – requirements for admission to kindergarten or first grade – pupil personnel services committee),
348 3321.041 (Excused absences for certain extracurricular activities), 3321.13 (Duties of teacher or
349 superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14
350 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person
351 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 rule 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 mutually approved by the Sponsor and the School, with information required by the Sponsor to include but not be limited to 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.

Any specific language that the sponsor wants included is to be provided to the school 2 months after the end of the school year. 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, provided that all required information has been released (ie. local report card data). At the request of the Sponsor a representative of 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 program and the individual is teaching in an industry recognized credential program pursuant to ORC 3319.301 and obtaining proper certification and/or permits by the Department.

The School will not employ in any position an individual described in ORC 3314.104 with a permanently revoked or denied educator's license.

5.6 Nonsectarian (ORC 3314.03)

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

5.7 Recognize the Authority of State Agencies

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

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

5.8 Additional Assurance (ORC 3314)

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

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

The School must arrange for providing healthcare and benefits to employees, which may be satisfied through the Operator if the school contracts with an Operator to employ staff.

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

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

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

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

The School's attendance and participation policy will be available for public inspection upon request.

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

Comply with ORC 3313.6021 and 3313.6023 as if it were a school district, unless it is either of the 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. Should the Sponsor request that such meeting take place separate from a regularly scheduled meeting of the Governing Authority, the Sponsor will coordinate with the Governing Authority to schedule said meeting upon the availability of the Governing Authority which shall make reasonable attempts to be available. Such meeting may be subject to Ohio's Open Meetings Act.

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, and state 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 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 readily available for 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. The Sponsor agrees to comply with FERPA and all other laws regarding student privacy and data.**

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 Office of 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 by statute 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 reasonable 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, or as soon as reasonably practicable, 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, and local ordinances, 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. 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;

8.2 Monthly Financial Reports

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

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

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

8.3 Comply with all Statutory Reporting Requirements

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

8.4 Projected Enrollment

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

8.5 Annual Budget and Five-Year Forecast

Annual School budget approved by Governing Authority pursuant ORC 3314.032 with evidence of Governing Authority approval (resolution) shall be submitted in final form to the Sponsor two weeks

584 prior to submission to the Department (October 31) of each year. The Annual Budget submission to the
585 Sponsor must be accompanied by a resolution adopted by the Governing Authority approving the
586 Annual Budget.

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

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

592 **8.6 End of Year Cash Balance**

593 Provide a report of the end of year cash balance of the school within 30 days of the end of the fiscal
594 year.

595 **8.7 School calendar**

596 **No later than April 1, or within thirty days of the local district's release of school calendar**, of each
597 fiscal year provide the school calendar for the upcoming school year to the Sponsor and all school
598 districts that provide transportation of students.

599 **8.8 Health and Safety Reports**

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

603 **8.9 Emergency Management Plans**

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

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

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

616 **8.10 Annual Update of Governing Authority Information**

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

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

623 Governing Authority member background checks must be completed prior to serving as a member of
624 the Governing Authority and placed on file at the School or with the Board’s legal counsel. Each
625 Governing Authority member must consent to Sponsor’s review and inspection of all background
626 checks.

627 Evidence of Governing Authority annual training, by a Sponsor approved provider, at the Governing
628 Authority’s expense, on all topics required by law and the Sponsor, including, but not limited to, and the
629 Ohio Sunshine Laws, which includes public records and open meetings. Submissions must be provided
630 to the Sponsor during the spring collection of documentation. . Governing Authority members shall
631 make all reasonable efforts to complete the training during the fall compliance period of each school
632 year as required by law.

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

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

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

640 **8.11 Insurance Certificates**

641 Insurance certification for the school as required by Sponsor Opening Conditions each fiscal year and as
642 may be provided by the Operator if the Governing Authority has an agreement with an Operator.

643 **8.12 School Comprehensive Plan**

644 The School’s comprehensive plan pursuant to ORC 3314.03(B) including all policies and procedures
645 regarding internal financial controls by August 1 of the first year of this Agreement and as updated
646 throughout the term of this Agreement.

647 **Section 9 Indemnification of Sponsor**

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

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 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. The Sponsor may request the Governing Authority President (or other member of the Governing Authority so designated by the President or the Board) who shall reasonably accommodate such requests for telephone or web conference meetings to monitor and review the School's progress.

D. Independent Monitor. If, in the Sponsor's reasonable 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 which 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.

E. Procedural Guidelines for School Violations of Law or this Agreement. Prior to imposing a remedy outlined above, the Sponsor shall, to the extent practicable, engage in a due process procedure below:

1. The sponsor shall provide a phone call or in-person meeting to discuss potential issues that may lead to a corrective action plan or probation.
2. The Sponsor shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, the time by which the Sponsor expects the deficiency to be remedied, and the expected remedy.
3. The Sponsor shall give the School a reasonable opportunity to contest the Sponsor's determination that a breach has occurred. In non-emergency situations, this means the President of the Governing Authority or his designee shall be given an opportunity to meet with the Director of the Office of School Sponsorship or his designee to discuss the notice within five (5) business days.
4. If the breach is not cured within the time specified in the notice, the Sponsor may apply remedies as provided in this Section.

The School may call for a special meeting to address any items as mentioned and the sponsor shall attend the special meeting.

10.3 Sponsor Violations of School, Law or this Agreement

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

10.4 Request for New Sponsor

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

Section 11 School Operations

11.1 Governance

The School's Articles of Incorporation and Code of Regulations shall not conflict with the School's obligation to operate in a manner consistent with this Agreement. The School's Governing Authority will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Agreement. The Governing Authority shall operate in accordance with these documents. Any material modification of the Articles of Incorporation or the Code of Regulations shall be made in accordance with the procedures described in Section 1.2(C) of this Agreement. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing rights of parents or other constituents, 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 policy 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**

778 **Operator Guidelines Appendix 3** and be approved by the Sponsor. The Governing Authority shall retain
779 authority for all decisions mandated by law to be retained by the Governing Authority and comply with
780 the requirements in Section 15.

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

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

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

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

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

- 801 • The criteria to be used for early termination of the operator;
- 802 • The required notification procedure and timeline for early termination or non-renewal of the
803 operator contract; and,
- 804 • A stipulation of which entity owns all School facilities and property including, but not limited to,
805 equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and
806 other digital devices purchased by the Governing Authority or operator. Any stipulations
807 regarding the property must comply with the requirements of ORC 3314.0210.

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

810 **11.4 Volunteer Requirements**

811 Any requirement adopted by the School that requires parents to commit to or accrue a number of
812 volunteer hours shall be subject to a waiver process that considers individual family circumstances, and
813 the School shall not condition the continued enrollment of any student on the commitment of the
814 student's parents to provide any number of volunteer hours or donations in lieu thereof. Volunteers
815 that come into regular or unsupervised contact with students shall be required to submit to a
816 background check if the School requires parent volunteers or has a program of recurring volunteers. A

817 copy of the School's volunteer policy and any changes thereto, if the School has such a policy, shall be
818 provided to the Sponsor.

819 Section 12 School Operating Requirements

820 12.1 Operational Powers

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

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

836 12.2 Evaluations and Trainings

837 Superintendent/Principal Evaluations. The Governing Authority shall conduct an annual performance
838 evaluation of the superintendent/principal/school leader of the School. The evaluation shall be reported
839 to the Sponsor. The Sponsor shall review the evaluation and may use information contained in the
840 evaluation as part of the School's annual performance evaluation. Notwithstanding the foregoing, the
841 School shall not be required to utilize the Ohio Principal Evaluation System for evaluating the
842 performance of an administrator, unless the School was a recipient of moneys from a grant awarded
843 under the federal Race to the Top program Division (A), Title XIV, Section 14005 and 14006 of the
844 "American Recovery and Reinvestment Act of 2009", Pub.L. No 111-5, 123 Stat. 115.

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

852 Annual Evaluations of the School by Sponsor. The Sponsor shall conduct an annual performance
853 evaluation of the School. This annual evaluation includes monitoring and evaluating the academic and
854 fiscal operations and performance of the School. The Sponsor will review the past year's academic
855 report card measures and the most recent report card data for the School. The Sponsor shall also
856 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, and shall include areas developed by the school that the school feels are important additional indicators of school success 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.

The evaluation of the Superintendent and Operator may be combined and completed by the Governing Authority as one evaluation.

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 and Workforce 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

Not applicable to the Eagle Learning Center.

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 shall comply with all E-Rate requirements.

Section 13 School Grade Levels and Enrollment

13.1 School Grade Levels

The School is authorized to serve students in grade nine (9) through grade twelve (12). 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 modification to this Agreement, 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**. The School shall establish a policy regarding the ways the school will achieve racial and ethnic balance reflective of the community it serves and include this in **Attachment 9**. The School shall annually review the racial and ethnic balance of the School and present the results of the review to the Governing Authority.

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. 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;

- 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 if applicable.

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, 3131.661 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 the school's mission and a description of the learning opportunities offered to students (both classroom-based and non-classroom

1006 based). The School Education Plan shall not be modified or revised without prior written consent and
1007 approval of the Sponsor.

1008 **14.2 Sponsor Academics, Finance, Governance, and Operations Standards**

1009 The School shall endeavor to meet or exceed mutually agreed to standards established for the School in
1010 the areas of academics, finance, governance and operations. The School shall be provided an evaluation
1011 of the academic performance after the release of the local report card. The Sponsor Performance
1012 Framework is included in **Appendix 2**. The School acknowledges that these goals and indicators may
1013 change over time and that the Sponsor agrees to review changes with the School with prior notice and
1014 an opportunity for input and discussion any proposed changes.

1015 **14.3 Academically Exceptional Students**

1016 The School shall identify academically low-achieving, at-risk students, and other “exceptional children”
1017 as defined by the Ohio Revised Code, Ohio Administrative Code, and any standards adopted by the State
1018 Board of Education, and shall provide its educational program to these students in a manner that
1019 appropriately serves their needs in accordance with applicable law, as set forth in this Agreement.

1020 **14.4 Program Specific Requirements - Computer Based/On-Line Programs, Blended or** 1021 **Dropout Prevention and Recovery Programs**

1022 Unless the School operates an on-line (e-school) as identified in Section 1.A of this Agreement, the
1023 School’s educational program as currently operated and as reviewed by the Sponsor does not include an
1024 on-line program pursuant to ORC 3314.23 and the School is accordingly prohibited from offering such
1025 on-line programs unless necessary for distance learning during periods of school building closure. The
1026 school may offer opportunities for online learning that are in addition to the regular in-school
1027 curriculum and students may participate in online learning opportunities that are in addition to the
1028 students’ regular schedule to accelerate learning or to make up credit. This paragraph does not apply to
1029 schools identified as on-line (e-schools) in Section 1.

1030 If the School operates a specialized program as identified in Section 1, the School shall comply with the
1031 Specialized Program Requirements set forth in **Appendix 4**.

1032 **14.5 Curriculum, Instructional Program and Pupil Performance Standards**

1033 The School shall have the authority and responsibility for designing and implementing its educational
1034 program, subject to the conditions of this Agreement. The educational program, pupil performance
1035 standards and curriculum designed and implemented by the School shall meet or exceed the Ohio
1036 Learning Standards, shall be designed to enable each pupil to achieve such standards, and shall be
1037 consistent with the School’s vision and mission.

1038 The School shall timely administer the assessments which shall include statewide achievement and
1039 diagnostic tests, and at least one of the nationally normed assessment tools identified in the educational
1040 program in **Attachment 6**, and any other assessments required by law or recommended by the Sponsor.
1041 The School must submit a calendar of assessments to the Sponsor prior to the start of each academic
1042 year.

1043 The Governing Authority shall notify the Sponsor in writing in advance of its intent to change assessment
1044 tools, and such changes shall be reflected in **Attachment 6**. The School shall satisfy the Sponsor
1045 performance standards outlined in **Appendix 2** and such other standards required by law or
1046 recommended by the Sponsor and agreed to by the School. The Governing Authority shall give the
1047 Sponsor advanced written notice of its desire to update the Education Plan as included in **Attachment 6**
1048 by submitting a request for contract modification identifying requested changes to the Education Plan,
1049 including but not limited to modifications made to the curriculum, assessment tools, or other material
1050 changes to the School's educational model as detailed in **Attachment 6** to this Agreement. Such
1051 changes will not be implemented without prior written approval by the Sponsor.

1052 The School may offer Credit Flexibility for students in grades seven (7) through twelve (12) if the
1053 instructional program specifies the credit flexibility plan for the School, the School has adopted a
1054 program and process that is approved by the Sponsor, and an individualized credit flexibility plan is
1055 written for each student that includes goals, assessment, defines how the student will demonstrate
1056 knowledge and skills needed, and specifies how credit will be earned. The plan must state that if a
1057 student is not successful in demonstrating knowledge and skills, the student will not earn credit through
1058 credit flexibility.

1059 **14.6 Graduation Requirements**

1060 If the school serves High School age students, the School shall develop and submit to the Sponsor for
1061 approval a policy setting forth its graduation requirements that align with state graduation guidelines no
1062 later than August 1 of each year. In addition, the School must offer students the opportunity to earn
1063 diploma seals on their Diplomas.

1064 **14.7 English Learners**

1065 The School shall provide resources and support to English language learners to enable them to acquire
1066 sufficient English language proficiency to participate in the mainstream English language instructional
1067 program. The School shall follow the State's procedures for identifying, assessing and educating English
1068 language learners.

1069 **14.8 Education of Students with Disabilities**

1070 The School shall be responsible to provide all special education support services to students enrolled in
1071 the School and may contract with entities to provide special education teacher(s) or related services
1072 subject to confirmation of appropriate licensing. The School shall assign other special education support
1073 staff as necessary to meet student needs.

1074 The School agrees to comply with all its policies and regulations and the requirements of federal and
1075 state laws and regulations concerning the education of children with disabilities and shall provide for the
1076 attendance of any School employees who should be present at any meetings at which IEPs, ETRs or 504
1077 Plans are developed or modified, unless such attendance is otherwise excused by parents as permitted
1078 by law.

1079 The School shall direct the development and/or modification of any IEPs, ETRs or 504 Plans for special
1080 education students enrolled in the School.

1081 The Sponsor or the School may identify from time-to-time changes to the educational program of the
1082 School that

- 1083 • Are reasonably necessary to comply with applicable law for educating students with disabilities,
1084 or
- 1085 • Provide cost savings or other benefits in connection with educating students with disabilities.

1086 After good faith discussion of these changes with the School, the Sponsor shall have the right to require
1087 such changes if necessary to comply with law and shall have the right to recommend other reasonable
1088 changes on behalf of students with disabilities that coincide with applicable state and federal law.

1089 The School shall comply with Maintenance of Effort (MOE) requirements pursuant to Individuals with
1090 Disabilities Education Improvement Act (IDEA) of 2004, Sec. 613(a)(2)(A)(iii) and federal regulation 34
1091 C.F.R. section 300.203.

1092 Special education supports and services shall be available to each student as part of the regular school
1093 day in accordance with the least restrictive environment mandate of federal and state law.

1094 **14.10 Assuring Adequate Yearly Progress**

1095 The School shall develop a plan of intervention for all students not found proficient and submit it to the
1096 Sponsor for approval.

1097 **Section 15 Financial**

1098 **15.1 Funding**

1099 The School must comply with ORC 3314.08 and properly report students into the Department's EMIS
1100 system pursuant to ORC 3301.0714 and corresponding regulations and guidance from the Department.
1101 The School agrees to update and correct all student participation information in EMIS including, without
1102 limitation, the percentage of time factor, the school calendar, the start and end date for student
1103 enrollment, student residency information, and any special education information. Should the School
1104 receive a notice of overpayment directly or indirectly from the Department resulting from the School's
1105 over reporting FTE in EMIS, the School shall notify the Sponsor within two (2) business days of such
1106 notice and provide a plan for repayment of any overpayment within thirty (30) business days.

1107 **15.2 Financial Reporting**

1108 The School shall comply with all standards for financial reporting pursuant to ORC 3301.07(B)(2).

1109 The School shall provide a financial plan detailing an estimated School budget for each fiscal year of this
1110 Agreement and specifies the total estimated per pupil expenditure amount for each year as **Attachment**
1111 **11**. Each year of this Agreement, on or before **June 30**, a revised School financial plan shall be submitted
1112 by the Governing Authority to the Sponsor. The plan must detail estimated revenues and expenses for
1113 each fiscal year of the Agreement and must show a positive cash flow in the first three (3) years.
1114 Revenues shall include the base formula amount that will be used for purposes of funding calculations
1115 under ORC 3314.08. The base formula amount for each year shall not exceed the formula amount
1116 defined under ORC 3317.02. All projected and actual revenue sources must be included in the plan and
1117 projected expenses must include the total estimated per-pupil expenditure amount for each year. The

1118 plan shall also specify for each year a percentage figure to be used for reducing the per-pupil amount of
1119 the subsidy calculated pursuant to ORC 3317.029 that the School is to receive that year under ORC
1120 3314.08. The Financial Plan must describe the School's financial controls.

1121 **15.3 Fiscal Officer**

1122 The Governing Authority shall designate a fiscal officer who is responsible for fiscal operations of the
1123 School. The governing authority will not name any individual or entity as fiscal officer or treasurer with
1124 any unresolved fiscal findings. **All money received by the School shall be placed in the custody of the**
1125 **fiscal officer.** The designated fiscal officer shall be appropriately licensed and required to execute a bond
1126 in an amount and with surety as approved by the Governing Authority. The bond shall be payable to the
1127 State, conditioned for the faithful performance of all official duties required of the fiscal officer. The
1128 bond shall be deposited with the Governing Authority and a copy filed with the county auditor. The
1129 designated fiscal officer shall maintain the School's financial records in the same manner and method as
1130 is commonly used by traditional school districts, pursuant to rules of the Auditor of the State. The
1131 Governing Authority recognizes it is subject to audits pursuant to ORC 117.10. The Governing Authority
1132 shall use its best efforts to require the Licensed fiscal officer to include GAAP conversion or to contract
1133 out for GAAP conversion for the School. The Governing Authority shall ensure that it, and its designated
1134 fiscal officer, are fully compliant with the Auditor's office including the provision of records and the
1135 completion of audit requirements. The Governing Authority shall ensure that the designated fiscal
1136 officer provides fiscal information and reports as required by law, this Agreement, and/or as designated
1137 from time-to-time by the Sponsor according to the time deadlines as set by the Sponsor necessary for
1138 the Sponsor to perform its oversight and monitoring responsibilities. The fiscal officer shall be
1139 independent from the operator with which the School has contracted and must control all School funds.
1140 The Department will not approve any waivers to allow the operator or management company to
1141 provide fiscal officer services. The Governing Authority must contract with an independent fiscal officer.
1142 A copy of the bond in the minimum amount of \$25,000 is attached with a copy of the fiscal officer
1143 contract as **Attachment 12**. If the fiscal officer changes, the Governing Authority must notify the
1144 Sponsor in writing within ten (10) business days.

1145 The fiscal officer shall participate in all pre-audit and post-audit conferences with the Auditor of State
1146 and shall notify the Sponsor in advance of all conferences so that the Sponsor may participate in the
1147 conferences. This provision must be included in the fiscal officer's contract with the School's Governing
1148 Authority that the Governing Authority enters into after execution of this Agreement.

1149 The fiscal officer shall work with the School's finance committee which shall be a committee of the
1150 Governing Authority. The finance committee shall review all contracts, budgets, forecasts, federal fund
1151 plans and expenditures (plan before expenses), disbursements, and monthly financial documents to
1152 ensure that the school remains fiscally viable and that it follows the annual budget and forecasts. The
1153 finance committee shall review any changes or modifications contracts, budgets, forecasts, and, federal
1154 fund plans and expenditures (plan before expenses).

1155 If the School should be declared unauditale under ORC 3314.51, the Governing Authority shall suspend
1156 and replace the fiscal officer and require his/her dedication to assist any replacement fiscal officer(s).
1157 The School agrees that the fiscal services agreement will state that the fiscal officer is primarily
1158 responsible for all closing assurances if the School closes. At the request of the Sponsor, the Governing
1159 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, any fiscal agreements entered into after execution of this Agreement must require the fiscal officer to attend finance committee meetings, a minimum number of governing authority meetings by phone or in person, 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.

1199 **15.7 Budget**

1200 On or before **October 15** of each year, the School shall submit to the Sponsor its proposed balanced
1201 budget for the current school year along with a resolution approving the budget for Sponsor review for
1202 statutory compliance and compliance with the terms and conditions of this Agreement. The School's
1203 annual budget shall ensure that the School carries at least one-month's cash reserves to continue
1204 operation of the School. The budget shall be prepared in accordance with ORC 3314.032 and the
1205 Department Guidance. If the School has entered into a contract with an operator, the budget must
1206 include a detail of all expenditures including a detail of payments to the Operator in the same format as
1207 required by the Auditor of State. The budget as approved by the Governing Authority and any
1208 subsequent approved revisions shall be submitted to the Sponsor along with the Governing Authority
1209 resolution approving the budget or budget revision. A material violation of this Section may result in the
1210 Sponsor initiating remedies described in Section 10.

1211 **15.8 Enrollment Projections**

1212 The School shall provide the Sponsor with its latest and best estimates of its anticipated enrollment for
1213 the next school year with the submission of the May 5-year forecast submission. The estimate is subject
1214 to review and approval by the Sponsor and must be a reasonable estimate. The Parties agree that the
1215 purpose of this Section is to provide information to allow the Sponsor to prepare its future budgets,
1216 advise the School of its financial status, and that any information provided under this Section shall not
1217 be used by the Sponsor for the purpose of funding or for restricting the School's enrollment or
1218 otherwise inhibiting the growth of the School.

1219 **15.9 Contracting**

1220 The School is authorized to enter into contracts for services pursuant to Ohio law. All contracts in excess
1221 of \$5,000 shall be approved during a public meeting and provided in materials to the Sponsor.

1222 The School shall not enter into any contract that does not contain a total contractual amount or states
1223 that the contract "shall not exceed" a specified dollar amount that is included in the annual budget or
1224 five-year forecast as approved by the Governing Authority. All contracts must be reviewed by the
1225 Governing Authority's finance committee.

1226 The School shall not extend the faith and credit of the Sponsor to any third person or entity. The School
1227 acknowledges and agrees that it has no authority to enter into a contract that would bind the Sponsor.
1228 To the extent agreeable by the contracting party, each contract or legal relationship entered into by the
1229 School shall include the following provisions:

1230 The contract acknowledges that the School is not an agent of the Sponsor, and accordingly contractor
1231 expressly releases the Sponsor from any and all liability under the agreement.

1232 Any financial obligations of the School arising out of this Agreement are subject to annual appropriation
1233 by the Governing Authority.

1234 **15.10 Annual Audit**

1235 The School shall undergo an annual financial audit by the Auditor of State pursuant to ORC
1236 3314.03(A)(8). Within five (5) days of receiving notification from the Auditor of State or his/her designee

of an audit, the School shall notify the Sponsor in writing of the time, date, and location of the pre- and post-audit and all other scheduled meeting with the Auditor. The Sponsor shall maintain a presence at any and all meetings with the Auditor. All financial records must be kept in the same manner as financial records of school districts, pursuant to rules of the Auditor of State. Audits shall be conducted in accordance with ORC 117.10. The School shall notify the Sponsor of all meetings with the Auditor of State or their designee. A draft of the results of the audit shall be provided to the Sponsor in written form each year. **The School shall not waive any entrance or exit conferences or interviews with the Auditor of State or their designee, and the fiscal officer must attend these meetings as a designee of the School. Member(s) of the Governing Authority should attend if possible. The Sponsor shall also attend these conferences if the Sponsor so desires.** If the School receives comments or findings in its annual audit, the School shall have a post-audit conference and at least the President of the Governing Authority shall attend the post-audit conference in addition to the Sponsor.

15.10 Loans

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

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

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

15.11 Fiscal Year

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

Section 16 Employees of the School

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 or Operator if the Operator is the employer. 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 only if in an event a contractor would be in the building without a teacher/staff member of the Eagle Learning Center. 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.

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 and Workforce 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 and Workforce's final fiscal year adjustments known as "final number 2".

Section 18 School Facility

The School is authorized to locate and operate at 3540 Seaman Road, Suite 3B, Oregon, OH 43616. 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 with the Operator, 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-stake 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

1396 format of the application shall be provided to the School by the Sponsor and shall be posted on the
1397 Sponsor's website.

1398 **19.3 Criteria for Applications or Non-Renewal and Revocation**

1399 The Sponsor may terminate, revoke or deny renewal or an application for any of the grounds provided
1400 by state law, ORC 3314.07, as they exist now or may be amended; upon the failure of the School to meet
1401 renewal criteria, or material breach of this Agreement.

1402 All applications must be submitted within the timeframe stated in the application and must be
1403 complete. No incomplete applications will be accepted. All application materials will be provided to the
1404 School sixty (60) days before the due date.

1405 **19.4 Non-Renewal Appeal Procedures**

1406 The Sponsor shall provide the School written notice of the grounds for termination or non-renewal by
1407 January 15 of the year the Sponsor intends to take action pursuant to ORC 3314.07. Any appeal shall be
1408 in accordance with the requirements of ORC 3314.07.

1409 If this Agreement is terminated or not renewed by the Sponsor pursuant to ORC 3314.07(B)(1)(a) or (b),
1410 the School shall close permanently at the end of the current school year or on the date specified in the
1411 notification of termination or nonrenewal and shall not enter into a contract with any other sponsor, in
1412 which case the following procedures, in addition to the Department's closing procedures adopted in
1413 compliance with ORC 3314.015(E), shall apply:

- 1414 • Regarding employees, if there is a collective bargaining agreement that applies, the layoff or
1415 other provisions of the collective bargaining agreement shall be followed. In the absence of a
1416 collective bargaining agreement, the School may elect to treat employees as laid-off or their
1417 positions abolished. Expiring employee contracts may be non-renewed.
- 1418 • Upon termination of this Agreement, or upon dissolution of the Ohio non-profit corporation
1419 upon which the School was established, all equipment, supplies, real property, books, furniture
1420 or other assets of the School shall be distributed in accordance with ORC 3314.074 and the
1421 Governing Authority's Articles of Incorporation and Code of Regulations.
- 1422 • Upon request of the Sponsor, the Governing Authority, School, and/or their agents will
1423 immediately provide the Sponsor any and all documentation and records, including, but not
1424 limited to, financial records deemed necessary by the Sponsor to facilitate the School's closure.
1425 This transmittal of documentation and records to the Sponsor excludes all students' educational
1426 records, which should be forwarded to the individual student's school district of residence.
- 1427 • In accordance with ORC 3314.44, The School's superintendent, as chief administrative officer of
1428 the School, shall take all reasonable steps necessary to collect and assemble the students'
1429 educational records in an orderly manner and transmit the records to the student's school
1430 district of residence within seven (7) business days of the School's closing.
- 1431 • The School also hereby agrees that it will cooperate fully with the Sponsor to complete the
1432 appropriate procedures and paperwork as outlined by the Sponsor, the Department, or in
1433 statute, in the event the School is closed. Any refusal by the School to cooperate fully with the
1434 Sponsor will be considered a material breach of this Agreement and may serve as the basis for
1435 any other injunctive relief.

1436 **19.5 School-Initiated Closure, Non-Renewal, or Termination**

1437 Should the School choose to terminate or non-renew this Agreement, it may do so in consultation with
1438 the Sponsor at the close of any school year and upon written notice to the Sponsor. Notice of intent to
1439 non-renew or terminate the Agreement must be submitted to Sponsor by January 15th of the year the
1440 School desires to terminate. The School understands that at the end of that school year, it must
1441 immediately close or enter into an agreement with another sponsor upon termination of this
1442 Agreement. If closure is the direction, the School must meet all closure requirements as set forth in the
1443 closure procedures adopted by the Department pursuant to ORC 3314.015(E).

1444 **19.6 Dissolution**

1445 In the event the School should cease operations for whatever reason, including the non-renewal or
1446 revocation of this Agreement, the Sponsor shall supervise and have authority to conduct the winding up
1447 of the business and affairs for the School, provided, however, that in doing so, the Sponsor does not
1448 assume any liability incurred by the School beyond the funds allocated to it by the Sponsor under this
1449 Agreement. Should the School cease operations, the Sponsor maintains the right to continue the
1450 School's operations as a Sponsor facility until the end of the school year. The Sponsor's authority
1451 hereunder shall include, but not be limited to:

- 1452 • The return and/or disposition of any assets acquired by purchase or donation by the School
1453 during the time of its existence, subject to the limitations of Section 19.7 below; and,
- 1454 • Provide student records to the traditional districts where the students reside or transfer of
1455 records to the schools where the student is now enrolled.
- 1456 • Provide Sponsor with the School's asset report showing all assets purchased with public funds,
1457 all assets purchased with non-public funds, all assets purchased with non-public funds, all assets
1458 purchased with Federal Funds, and the ownership of any and all items used by the School.
- 1459 • Provide Sponsor with the Transcripts of all students graduating at any time during the existence
1460 of the School. Only the transcripts of graduates shall be provided electronically to the Sponsor
- 1461 • Provide Sponsor with a copy of all required closure documents including information regarding
1462 the distribution of assets and school records.

1463 School personnel and the Governing Authority shall cooperate fully with the winding up of the affairs of
1464 the School. School personnel may be requested to convene meetings with parents at the Sponsor's
1465 reasonable request and counseling with students to facilitate appropriate reassignment. The School
1466 must meet all closure requirements as set forth in the closure procedures adopted by the Department
1467 pursuant to ORC 3314.015(E).

1468 **19.7 Distributing Assets of School**

1469 The School agrees to comply with ORC 3314.074, ORC Chapter 1702, and the School's Articles of
1470 Incorporation in distributing the assets of the permanently closed school.

1471 **Section 20 Recitals**

1472 **20.1 Order of Precedence**

1473 In the event of any conflict among the organic documents and practices defining this relationship, this
1474 Agreement shall take precedence over policies of either party. The Application and policies of the
1475 School and mutually-acceptable practices developed during the term of this Agreement shall take
1476 precedence over the Application.

1477 **20.2 Amendments**

1478 This Agreement may be amended or modified to reflect changes in Ohio Revised Code, Ohio
1479 Administrative Code or any federal regulations. Such amendments will be submitted to the School's
1480 Governing Authority by the Sponsor and shall specify the provisions being amended and the
1481 corresponding references in Ohio Revised Code, Ohio Administrative Code, or any federal regulations.

1482 At the School's request, the Sponsor may approve modifications of the School's academic goals and
1483 objectives based upon school academic progress. Such changes or amendments to the School's
1484 academic goals and objectives must be approved by the Sponsor and the School's Governing Authority.

1485 Other than amendments to address changes in Ohio Revised Code or Ohio Administrative Code, no
1486 amendment to the Agreement shall be valid unless ratified in writing by the Sponsor and the School
1487 Governing Authority and executed by authorized representatives of the Parties.

1488 **20.3 Merger**

1489 This Agreement contains all terms, conditions, and understandings of the Parties relating to its subject
1490 matter. All prior representations, understandings, and discussions are merged herein and superseded by
1491 this Agreement.

1492 **20.4 Non-Assignment**

1493 Neither Party to this Agreement shall assign or attempt to assign any rights, benefits, or obligations to
1494 any such accruing to the Party under this Agreement unless the other Party agrees in writing to any such
1495 assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

1496 **20.5 Governing Law and Enforceability**

1497 This Agreement shall be governed and construed according to the Constitution and Laws of the State of
1498 Ohio. If any provision of this Agreement or any application of this Agreement to the School is found
1499 contrary to law, such provision or application shall have effect only to the extent permitted by law.
1500 Either party may revoke this Agreement if a material provision is declared unlawful or unenforceable by
1501 any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision.
1502 The Parties agree, that upon any material changes in law that may materially impact the relationship of
1503 the Parties, the Parties shall as soon as reasonably practical after the effective date of such change in
1504 law, amend this Agreement to reflect such changes.

1505 **20.6 No Third-Party Beneficiary**

1506 The enforcement of the terms and conditions of this Agreement and all rights of action relating to such
1507 enforcement shall be strictly reserved to the Sponsor and the School subject to Section 10 of this
1508 Agreement. Nothing contained in this Agreement shall give or allow any claim or right of action
1509 whatsoever by any other third person. It is the express intent of the Parties to this Agreement that any
1510 person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

1511 **20.7 No Waiver**

1512 The Parties agree that no assent, express or implied, to any breach by either Party of any one or more of
1513 the provisions of this Agreement shall constitute a waiver or any other breach.

1514 **20.8 Notice**

1515 Any notice required, or permitted, under this Agreement, shall be in writing and shall be effective upon
1516 actual receipt or refusal when sent by personal delivery (subject to verification of service or
1517 acknowledgement of receipt) or one (1) day after deposit with a nationally recognized overnight courier,
1518 or three (3) days after mailing when sent by certified mail, postage prepaid to the Administrator for
1519 notice to the School, or to the designated Sponsor representative for notice to the Sponsor, at the
1520 addresses set forth below. Either party may change the address for notice by giving prior written notice
1521 to the other party.

1522

Sponsor: Office of Ohio School Sponsorship Ohio Department of Education and Workforce 25 South Front Street Columbus, Ohio 43215-4183	School: Eagle Learning Center 3540 Seaman Rd. Suite B Oregon, OH 43616
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1523 **20.9 Severability**

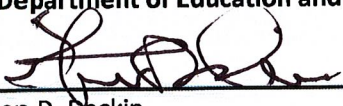
1524 If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the
1525 remainder of the Agreement shall remain in full force and effect, unless otherwise terminated by one or
1526 both Parties in accordance with the terms contained herein.

1527 **20.10 Interpretation**

- 1528
- 1529 • Standards of Compliance. In the event of any disagreement or conflict concerning the
1530 interpretation or enforcement of this Agreement, the Application, and Sponsor policies,
1531 procedures, regulations, or other requirements, unless waived, and compliance by the School
1532 therewith shall be required and measured in the same manner as may be applied and expected
by the Sponsor of otherwise-comparable Sponsored schools.
 - 1533 • Business Days. As used in this Agreement “business day” means any day other than a Saturday
1534 or Sunday or a day on which government institutions in the State of Ohio are closed.
 - 1535 • Counterparts; Signature by Facsimile or e-Signature. This Agreement may be signed in
1536 counterparts, which when taken together, shall constitute one original Agreement. Signatures
1537 received by facsimile or by electronic signature by either of the Parties shall have the same
1538 effect as original signatures.
 - 1539 • Conflict with Exhibits. In the event of conflicts or inconsistencies between this Agreement, the
1540 Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference
1541 to the documents in the following order of priority: first, the terms of this Agreement; second,
1542 the Attachments; and, last the Application.

1543 Executed by the following on the dates provided below.

1544

Ohio Department of Education and Workforce  _____ Stephen D. Dackin Director	School <u>Eagle Learning Center</u> By: <u>[Signature]</u> Its: <u>Board President</u>
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1545

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 the Eagle Learning Center 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 the Eagle Learning Center 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 Joe Wasserman (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:

x Samuel Brewster Board President
Governing Authority

2/2/2024
Date

Stephanie Paga
Treasurer

2/1/2024
Date

J. Wasserman
Designee

1/29/2024
Date

Joe Wasserman, Director/Superintendent
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#	FY23 School Year				
ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS DROPOUT RECOVERY							
MOST RECENT COMPLETED SCHOOL YEAR	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.	Performance Index Grade	0	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	0	5 Stars or 4 Stars	3 Stars	2 Stars	1 Star	
3.	Mission Specific Sponsorship Contract S.M.A.R.T Goals	0	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 -where school is located	0	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	0	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	0	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	0	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 (42 points available)		0	42				

ACADEMIC SCHOOL PERFORMANCE TARGETS AND METRICS DOPR SCHOOLS						
ACADEMIC INDICATORS	RUBRIC RATING RECEIVED	RATING SCALE				
		EXCEEDS THE STANDARD (3) points	MEETS THE STANDARD (2) points	PROGRESSING TOWARD STANDARDS (1) point	NEEDS IMPROVEMENT TO THE STANDARD (0) points	NOT CALCULATED FOR THIS SCHOOL
8. Achievement Grade	0	Exceeds Standard	Meets Standards		Does Not Meet Standards	
9. Graduation Rate -- 4 Year	0	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
10. Graduation Rate -- 5 Year	0	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
11. Graduation Rate -- 6 Year	0	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
12. Graduation Rate -- 7 Year	0	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
13. Graduation Rate -- 8 Year	0	Exceeds Standard	Meets Standards		Does Not Meet Standards	N/A
14. Combined Graduation Rate	0	Exceeds Standard	Meets Standards		Does Not Meet Standards	Not Rated
15. Value Added	0	A or B	C		F	Not Rated
16. AMOs (Achievement Gap Closing	0	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	0	36.0-100%	1.0-35.9%	0-0.9%		N/A
18. Number of 12th Grade Students Earning Credentials	0	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 (graduates during the review year) Earned Competency Scores or above on ELA 2 and Algebra 1	0	More than 60% of Students Earned Competency Scores on Both Assessments	59% -40% of Students Earned Earned Competency Scores on Both Assessments	A Majority of Graduates Earned a Competency Score on At Least 1 Assessment	Less than 50% of Students Earned a Competency Score on At Least 1 Assessment	N/A
20. Local Assessments (Star Assessment)	0	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	
22. Overall Report Card Grade Compared to All Other Dropout Prevention and Recovery Schools Sponosed by OSS	0	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 (42 points available)		0	42			
TOTAL PAGE 1 OF ACADEMIC INDICATORS		0				
COMBINED OVERALL ACADEMIC INDICATOR RATING (BOTH SECTIONS FOR DROPOUT PREVENTION AND RECOVERY SCHOOLS		0				
TOTAL OF (3) YEARS OF DATA		0	3			
TOTAL OF ACADEMIC INDICATORS		0	87			

School Name	School IRN#	FY23 School Year
TOTAL OF 3 YEARS OF DATA AND ACADEMIC INDICATORS	0	0.00%

Office of Ohio School Sponsorship Performance Framework

School Name		School IRN#	FY23 School Year				
OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS							
MOST RECENT COMPLETED SCHOOL YEAR ORGANIZATION & OPERATIONS 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
1.	Required Number of Board Members Maintained	0	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	0	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	0	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	0	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	0	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)		0	11				

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS						
MOST RECENT COMPLETED SCHOOL YEAR	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
6. On-time Records and Survey Submission	0	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	0	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	0	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	0	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)	
10. Site Visit Compliance	0	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	0	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	0	N/A	Emergency Management Plan approved and current	N/A	Emergency Management Plan NOT submitted on time, approved or expired	

Office of Ohio School Sponsorship Performance Framework

School Name	School IRN#	FY23 School Year
TOTAL LEGAL INDICATORS (out of 16 available)	0	16

OVERALL COMPLIANCE SCHOOL PERFORMANCE TARGETS AND METRICS						
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2019-2020SY, 2020-2021SY, 2021-2022SY	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	0	(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	0	3				
TOTAL OF LEGAL INDICATORS	0	0%				
TOTAL OF ORGANIZATION AND OPERATIONS INDICATOR	0	0%				
TOTAL OF 3 YEARS OF DATA, LEGAL INDICATORS AND ORGANIZATION AND OPERATIONS INDICATORS	0	0%				

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	0	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	0	Current ratio is 111 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	0	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	0	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)	0	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	0	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	0	All financial reports and response submitted by deadline	No more than (2) financial reports or responses submitted no more than (5)	Between (3-4) financial reports or responses submitted no more than (5)	More than (4) financial reports submitted late or any responses more than (5) days	
8. Pre- and/or Post Audit	0	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	0	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)	0	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)	0	52				

FISCAL SCHOOL PERFORMANCE TARGETS AND METRICS						
OVER THE CONTRACT TERM OR MINIMUM OF (3) YEARS OF DATA 2019-2020SY, 2020-2021SY, 2021-2022SY	RUBRIC RATING RECEIVED	RATING SCALE				
		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
11. Combined Overall Fiscal Indicator Rating	0	(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)	0	3				
TOTAL CURRENT YEAR FINANCIAL INDICATORS	0					
TOTAL (3) YEARS OF DATA AND TOTAL FINANCIAL INDICATORS	0	0%				
Grand Total Available Points		172				

FY24 OVERALL SCHOOL PERFORMANCE TARGETS AND METRICS SUMMARY		
	RUBRIC RATING	
ACADEMIC SCHOOL PERFORMANCE	0	0%
COMPLIANCE SCHOOL PERFORMANCE	0	0%
FISCAL SCHOOL PERFORMANCE	0	0%
TOTAL SCHOOL PERFORMANCE	0	0%

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/05/2020	202031000292	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0			0

Receipt

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

**MARCUM LLP
3220 NAVARRE AVE
SUITE 2 & 3
OREGON, OH, 43616**

STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Frank LaRose
1608191**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
EAGLE LEARNING CENTER, INC.
and, that said business records show the filing and recording of:

Document(s)

SUBSEQUENT AGENT APPOINTMENT**Effective Date: 11/05/2020**

Document No(s):

202031000292

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 5th day of November, A.D. 2020.

Ohio Secretary of State

Form 521 Prescribed by:



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

Date Electronically Filed: 11/5/2020

OhioSoS.gov | business@OhioSoS.govFile online or for more information: OhioBusinessCentral.gov

Statutory Agent Update
Filing Fee: \$25
Form Must Be Typed

(CHECK ONLY ONE(1) BOX)**(1) Subsequent Appointment of Agent**

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

(2) Change of Address of an Agent

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

(3) Resignation of Agent

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

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

Name and Address of New Agent

Name of Agent

Mailing Address

City

State

ZIP Code

Complete the information in this section if box (1) is checked and business is an Ohio entityACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:

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

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

New Address of Agent

Mailing Address

City

State

ZIP Code

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

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

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

Mailing Address

City

State

Zip Code

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

Required

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

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

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

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Attachment 2

Tax Exempt Application Pending

Attachment 3

Eagle Learning Center Governing Authority Members

Gary Breier	Board Member	sagabreier@att.net
Suzanne (Sam) Brewer	Chairman	sambrew85@gmail.com
Yvonne Thoma-Patton	Board Member	YvonneThomaPatton@gmail.com
Gerry Wilson	Board Member	gerrywilson69@gmail.com
Irwin Young	Board Member	ybuckeyeone@aol.com

Attachment 4

**POLICY MANUAL
OF THE GOVERNING AUTHORITY OF**

**Eagle
Learning Center**

Foundation

1100

Mission Statement

The Eagle Learning Center (ELC) provides an environment where students are supported to succeed. We value the unique abilities of each student and offer varied opportunities for individual growth, character development, and success.

Our goals are to further develop the academic standards and opportunities on campus, to operate economically and efficiently, to be responsive to the needs of our student body and parents, to reward excellence in instruction, to rise to the technology and the times in which we live, and to promote character and personal values in our students.

The ELC will strive to motivate, teach and guide each student through personal educational growth and development. This will be accomplished by emphasizing the development of both academic and social skills. These skills will be developed and enhanced through researched programs and the use of the latest technology. Instruction will occur through the alternative approach to the regular school setting, designed to meet the student's individual needs. Social and personal skills development will be an integral part of the student's total school experience.

Statement of Vision

The Eagle Learning Center is committed to college and/or career readiness.

Our students will develop life-long skills to assist them with 21st Century learning experiences.

We will increase students study and technology skills by way of integration into core subject areas.

We will ensure that our graduates are prepared for success by utilizing the individual student success plan process.

We will involve parents and guardians by providing opportunities to engage in communication.
We will increase student attendance by improving the culture in our building.

Authority

1200

Legal Authority

Oregon Eagle Learning Center is an Ohio nonprofit corporation established according to Chapter 1702 of the Revised Code and governed by Chapter 3314 of the Revised Code. The School is governed by the Governing Authority, and the Governing Authority exists to oversee the School and its operations.

Ohio: R.C. 1702, R.C. 3314.

Cross Reference: Policy No. **1220**, General Powers of the Governing Authority; Policy No. **1230**, Additional Powers of the Governing Authority.

General Powers of the Governing Authority

The Governing Authority shall have the power to make and enforce policies relating to its own governance, personnel, students, and all functions relating or pertaining, in any way, to the operation of the School. The Governing Authority shall also have such implied powers as are reasonably necessary to carry out its duties and responsibilities. All powers, whether express or implied, are subject to the limits imposed by the Ohio Constitution, applicable statutes and regulations, and the Charter Contract.

The powers granted to the Governing Authority as a governing entity are not similarly possessed by individual members of the Governing Authority. Rather, the power possessed by an individual Member of the Governing Authority is inherently limited to that member's voting power as an individual Member of the Governing Authority, unless otherwise authorized by the Governing Authority.

The Governing Authority can withhold documents and/or information requested by an individual Governing Authority Member if the Governing Authority determines by majority opinion that the request is administratively unreasonable. The Governing Authority is required to formally rule on the request after withholding the documents and/or information.

Ohio: R.C. 3314.01.

Cross Reference: Policy No. **1210**, Legal Authority; Policy No. **1230**, Additional Powers of the Governing Authority; Policy No. **1300**, Code of Regulations.

Additional Powers of the Governing Authority

The Governing Authority shall have the power to enter into a binding Contract with a Sponsoring Entity, and to make payments to that Sponsoring Entity for its oversight and monitoring of the School as provided for in Section 3314.03 of the Revised Code.

The Governing Authority shall have the power to designate a Fiscal Officer.

The Governing Authority shall have the power to assume jurisdiction over and to ultimately decide any and all disputes, either within the School or involving the School, so long as such authority has been granted by the applicable law or by these Policies.

Regarding all disputes and complaints for which authority has not been specifically granted to the Governing Authority, the Head Administrator shall have the power to develop and implement a procedure for the administration to follow when receiving and resolving complaints and disputes. The aforementioned complaint procedure should be developed and implemented in accordance with the following guidelines:

- the complaint shall be addressed in the most efficient and effective manner possible;
- the complaint shall be addressed as close to the source of the complaint as possible, and shall only involve higher authority if and when necessary;
- the complainant shall be kept informed at all times throughout the procedure; and
- copies of all letters or documents involved in the procedure shall be maintained.

Ohio: R.C. 3314.03(C), R.C. 3414.011.

Cross Reference: Policy No. **1210**, Legal Authority; Policy No. **1220**, General Powers of the Governing Authority; Policy No. **1300**, Code of Regulations.

Powers of the Governing Authority Concerning Debt

The School may borrow money to pay any necessary and actual expenses in anticipation of State Foundation receipts. The School may issue notes to evidence such borrowing. The proceeds of the notes shall be used only for the purposes for which the School may lawfully expend the anticipated foundation receipts.

The School may borrow money for a term not to exceed 15 years to acquire facilities.

The School cannot levy taxes or issue debt secured by taxes.

The School's Treasurer (or Fiscal Officer) shall not loan money to a community school they work for, as this could violate Ohio Rev. Code § 2921.42

The School has no legal authority to make loans to other community schools.

Ohio: R.C. 3314.03, 3314.08; 2015 Ohio Op. Att'y Gen. No. 2015- 007 (Mar. 6, 2015); 2021 Ohio Compliance Supplement, Section 1-21.

Sponsor Contract and Comprehensive Plan Requirements

Contract

The community school is governed by the terms of a contract (or “Charter Contract”) with a sponsoring entity, the provisions of which are mandated by law. The Charter Contract must be filed with the Superintendent of Public Instruction.

The Charter Contract must specify:

- that the community school shall be established as either a nonprofit corporation or a public benefit corporation under Ohio law;
- the education program of the school, including the school’s mission, the characteristics of the students the school is expected to attract, the ages and grades of students, and the focus of the curriculum;
- the academic goals to be achieved and the method of measurement that will be used to determine progress towards these goals, which must include the statewide achievement assessments;
- performance standards by which success of the school will be evaluated by the sponsor, including but not limited to all applicable report card measures set forth in O.R.C. 3302.03 or 3314.017;
- the admission standards of O.R.C. 3314.06 and, if applicable, O.R.C. 3314.061;
- dismissal procedures, including an automatic withdrawal procedure for students who, without legitimate excuse, fail to participate in 72 consecutive hours of offered learning opportunities;
- the ways by which the school will achieve racial and ethnic balance reflective of the community it serves;
- requirements for financial audits by the auditor of state, as well as the maintenance of financial records in the same manner of school districts;
- qualifications of teachers, including the requirement that classroom teachers be licensed in accordance with Ohio law (allowing for the exception that community schools may engage noncertificated persons to teach up to 12 hours per week);
- that the community school will provide learning opportunities to a minimum of 25 students for a minimum of 920 hours per school year;
- that the governing authority will purchase liability insurance or otherwise provide for the potential liability of the school;
- that the community school will comply with certain statutory provisions applicable to school districts as listed in R.C. 3314.03(11)(d);
- that the community school will comply with Ohio ethics laws in R.C. Chapter 102 and R.C. 2921.42;
- that the community school will comply with all legal requirements relating to the issuance of diplomas, including completion of the “Ohio Core Curriculum” (subject to certain exceptions); provided, however, that successful completion of the community school’s curriculum, rather than “the high school curriculum prescribed by state minimum standards,” shall be all that is otherwise required for the award of a diploma for students who enter ninth grade for the first time before July 1, 2010. Further, each community school will 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. Also, beginning with the 2018-2019 school year, each community school will 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;

- that the governing authority will submit an annual report of its financial status, as well as activities and progress in meeting identified academic goals and performance standards, to the sponsor and to the parents of all students enrolled in the community school;
- that the school, unless it is an internet- or computer-based community school, will display Ohio and national mottoes.
- that the community school will pay teachers based upon performance and evaluate teachers in accordance with Ohio law if it receives money from the federal race to the top program;
- that the community school, if it operates a licensed preschool program, will comply with Ohio minimum standards for preschool programs;
- that the community school will provide training in CPR and AED operation as if it were a school district, with some exceptions;
- arrangements for providing health and other benefits to employees;
- the length of the contract, which must commence at the beginning of an academic year, although the initial contract cannot exceed five years;
- the governing authority of the school;
- a financial plan detailing an estimated school budget for each year of the period of the contract and specifying the total estimated per pupil expenditure amount for each such year;
- requirements and procedures regarding the disposition of employees of the school in the event the contract is terminated or not renewed;
- whether the community school is to be created by converting all or part of an existing public school or be a new start-up school, and, if a conversion school, a specification of responsibilities and duties of the school district as an employer that are being delegated to the community school's governing authority;
- procedures for resolving disputes or differences of opinion between the sponsor and the governing authority of the community school;
- that the governing authority will adopt a policy on the enrollment of out-of-district students that does one of the following: 1) prohibits the enrollment of students who reside outside the district in which the school is located, 2) permits the enrollment of students who reside in districts adjacent to the district in which the school is located, or 3) permits the enrollment of students who reside in any other district in the state;
- recognition of ODE's authority to take over sponsorship under certain circumstances;
- recognition of sponsor's authority to assume operations under certain circumstances;
- recognition of authority of public safety and health officials to close school for noncompliance with applicable laws and regulations;
- recognition of ODE's authority to suspend operation of school for health and safety violations or conditions that pose an imminent danger to students and employees where the sponsor refuses to act;

- a description of the learning opportunities that will be offered to students, including both classroom-based and non-classroom-based learning opportunities, that is in compliance with legal criteria for student participation;
- that the community school will comply with Ohio continuous improvement laws, except that any action required to be taken by a school district pursuant to those sections (as applicable) shall be taken by the sponsor of the school;
- that the community school will open for operation no later than September 30th each school year, unless the mission of the school is solely to serve dropouts;
- whether the governing authority is planning to seek designation for the school as a STEM school equivalent under Ohio law;
- that the community school's attendance and participation policies will be available for public inspection;
- that the community school's attendance and participation records will be made available to ODE, the auditor of state, and the sponsor in accordance with federal and state laws and regulations (20 U.S.C. 1232g and R.C. 3319.321);
- if the school operates using a blended learning model, a description of how the program will be operated that includes:
 - a) an indication of what blended learning model or models will be used and a requirement that the delivery of instruction is conducted primarily in a supervised physical location away from home;
 - b) a description of how student instructional needs will be determined and documented;
 - c) the method to be used for determining competency, granting credit, and promoting students to a higher grade level;
 - d) the school's attendance requirements, including how the school will document participation in learning opportunities;
 - e) a statement describing how student progress will be monitored;
 - f) a statement describing how private student data will be protected; and
 - g) a description of the professional development activities that will be offered to teachers.
 - h) a requirement that the School will not operate on an annual calendar of less than 910 hours.
- that all moneys that the school's operator loans to the school, be accounted for, documented, and bear interest at a fair market rate;
- that, if the governing board contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity will be independent from the school's operator;
- that the governing authority will adopt an enrollment and attendance policy that requires a student's parent to notify the community school in which the student is enrolled when there is a change in the location of the parent's or student's primary residence;
- that the governing authority will adopt a student residence and address verification policy for students enrolling in or attending the school;
- the duties of sponsor to:
 - a) monitor the community school's compliance with all laws applicable to the school and with the terms of the contract;

- b) monitor and evaluate the academic and fiscal performance and the organization and operation of the community school on at least an annual basis;
- c) report on an annual basis the results of the evaluation to ODE and to the parents of students enrolled in the community school;
- d) provide technical assistance to the community school in complying with laws applicable to the school and terms of the contract;
- e) take steps to intervene in the school's operation to correct problems in the school's overall performance, declare the school to be on probationary status, suspend the operation of the school, or terminate the contract of the school as determined necessary by the sponsor;
- f) have in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.
- if applicable and as agreed to by the governing authority and the sponsor, the payments to be made to the sponsor, as limited by law (i.e., the total amount of such payments for monitoring, oversight, and technical assistance of the community school shall not exceed three per cent of the total amount of payments for operating expenses that the community school receives from the state);

The Charter Contract shall contain an addendum outlining the facilities to be used, including, at a minimum:

- a detailed description of the facilities to be used for instructional purposes;
- the annual costs associated with leasing each facility that are paid by or on behalf of the community school;
- the annual mortgage principal and interest payments that are paid by the school;
- the name of the lender or landlord, and the lender or landlord's relationship to the operator, if any.

Upon the expiration of the Charter Contract, the sponsor may, with the approval of the governing authority, renew that contract for a period of time determined by the sponsor, but not ending earlier than the end of any school year, if the sponsor finds that the school's compliance with applicable laws and terms of the contract and the school's progress in meeting the academic goals prescribed in the contract have been satisfactory. Any renewed contract remains subject to applicable provisions of the Revised Code.

Failure of the community school to open for operation within one year after the contract is adopted pursuant to R.C. 3314.02(D) or permanently closes prior to the expiration of the contract, the contract shall be void and the school may not enter into a contract with any other sponsor. In the initial year of operation, if the school fails to open by September 30th, or within one year after the adoption of the contract if the mission of the school is solely to serve dropouts, the contract shall be void.

Comprehensive Plan

The governing authority must submit to its sponsor a comprehensive plan for the school. The plan shall specify:

- the process by which the governing authority of the school will be selected in the future;
- management and administration of the school;

- if the community school is a currently existing public school or educational service center building, alternative arrangements for current public school students who choose not to attend the converted school and for teachers who choose not to teach in the school or building after conversion;
- the instructional program and educational philosophy of the school;
- internal financial controls.

In addition, when submitting the plan, the governing authority shall also submit copies of all adopted policies and procedures regarding internal financial controls.

R.C. 3314.03.

Code of Regulations

The School is organized as a nonprofit corporation under Chapter 1702 of the Ohio Revised Code. Accordingly, the School and the Governing Authority are governed, in part, by corporate laws and principles. This Corporation is governed by the applicable state and federal statutes, as supplemented by these Policies and the Code of Regulations adopted by the Governing Authority. The most recent and updated version of the Code of Regulations is included as Form No. **1300.1**.

Cross Reference: Policy No. **1210**, Legal Authority; Policy No. **1220**, General Powers of the Governing Authority; Policy No. **1230**, Additional Powers of the Governing Authority; Form No. **1300.1**, Code of Regulations.

Code of Regulations

[Insert Code of Regulations]

**INITIAL ARTICLES OF INCORPORATION
FOR
EAGLE LEARNING CENTER, INC.**

"EXHIBIT A"

THIRD: The purposes for which the Corporation is formed shall be:

PURPOSE To operate as an Ohio public community school described in Chapter 3314 of the Ohio Revised Code.

To provide instruction to Ohio school children.

To operate exclusively for educational and public purposes within the meaning of sections 501(c)(3) and 170(c)(1) of the Internal Revenue Code of 1986 (or any corresponding provision of any future United States internal revenue law, collectively referred to as the "Code").

To be organized and operated as a public benefit corporation, within the meaning of section 1702.01(P) of the Ohio Revised Code.

To engage in any lawful act, activity or business not contrary to and for which a public benefit corporation may be formed under the laws of the State of Ohio.

SIXTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private person, except that the Corporation shall be authorized to pay reasonable compensation for services rendered, to make payments in furtherance of the purposes of the Corporation and to make distributions to its member, except as prohibited by Ohio law, including any distribution upon dissolution of the Corporation.

Notwithstanding anything to the contrary in these Articles of Incorporation:

No substantial part of the activities of the Corporation shall be for carrying on propaganda, or otherwise attempting to influence legislation, except as otherwise provided in Section 501(h) of the Code.

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

The Corporation may not engage in any activity which is not permitted to be engaged in by an organization exempt from federal income tax

under section 501(c) (3) of the Code or to which charitable contributions may be deducted pursuant to sections 170, 2055 or 2522 of the Code.

SEVENTH: The sole member of the Corporation shall be the Oregon City School
SOLE MEMBER District Board of Education.

EIGHTH: The Corporation shall be controlled and managed under the direction of a
BOARD OF Board of Directors ("Board").
DIRECTORS

NINTH: No person shall be disqualified from being a director of the Corporation
CERTAIN because he or she is or may be a party to, and no director of the Corporation
TRANSACTIONS shall be disqualified from entering into, any contract or other transaction to which the Corporation is or may be a party.

No contract, action or other transaction shall be void or voidable for reason that any director or officer or other agent of the Corporation is a party thereto, or otherwise has any direct or indirect interest in such contract, action or transaction or in any other party thereto, or for reason that any interested director or officer or other agent of the Corporation authorizes or participates in authorization of such contract, action or transaction, provided that:

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the Board or applicable committee of directors at the time the contract, action or transaction is authorized and the directors or the members of the committee, in good faith reasonably justified by the facts, authorize the contract, action or transaction by at least a majority vote of the disinterested directors or disinterested members of the committee, even though such disinterested directors or members are less than a quorum; or

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the member at the time the contract, action or transaction is authorized and the member authorizes the contract, action or transaction; or

The contract, action or transaction (i) is not less favorable to the Corporation than an arm's length contract, action or transaction in which no director or officer or other agent of the Corporation has any interest or (ii) is otherwise fair to the Corporation as of the time it is authorized.

Any interested director may be counted in determining the presence of a quorum at any meeting of the Board or any committee thereof which authorizes the contract, action or transaction.

TENTH: In the event that, after the Corporation commences operation of a community

**CESSATION
OF OPERATION
AS SCHOOL**

School established pursuant to Chapter 3314 of the Ohio Revised Code, such school permanently closes and ceases its operation as a community school, then, within such period of time following such closure and cessation as the Board deems to be reasonable, but prior to any dissolution of the Corporation, the assets of the school shall be distributed in accordance with section 3314.074 of the Ohio Revised Code.

**ELEVENTH:
DISSOLUTION**

Upon dissolution of the Corporation, the assets of the Corporation remaining, if any, shall be conveyed to the Oregon City School District, Oregon, Ohio to be used exclusively for public purposes.

**TWELFTH:
AMENDMENT**

Any provision of these Articles of Incorporation may be amended by the sole member of the Corporation; provided that such amendment shall be consistent with the applicable provisions of Chapter 1702 and Chapter 3314 of the Ohio Revised Code.

Governing Authority Members

1400

Eligibility and Background Check

No person shall serve on the governing authority under any of the following circumstances:

- the person is a member of a school district board of education;
- the person is a school district or educational service center (ESC) employee, and the School is sponsored by that school district or ESC;
- the person owes the state money or is in a dispute over whether the person owes the state any money concerning a community school that the State has closed;
- the person would be unable to obtain a teaching license for reasons specified in R.C. 3319.31(B);
- the person has pleaded guilty to or been convicted of theft in office or a substantially similar offense in another state;
- the person has not submitted to a background check under R.C. 3319.39;
- the person serves on the governing authority of five or more start-up community schools;
- additional requirements as provided for under Ohio's Ethics Laws;
- additional requirements as provided for in the Sponsor Contract; and
- additional requirements as provided for in the Code of Regulations.

No member or his/her immediate relatives shall be an owner, employee, or consultant of any sponsor or operator until one year has elapsed since the member's membership terminated. Immediate relatives include spouses, children, parent, grandparents, siblings, and in-laws.

Annual Disclosure Statement

Each governing authority member must annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed by any of the following within the past three years:

- the School's sponsor,
- the School's operator,
- any School district or ESC that has contracted with the School, and
- any Vendor that has engaged in business with the School.

Background Check

Prior to becoming a member, Governing Authority Members shall submit to a criminal background check(s) and/or fingerprinting(s) as required by law and/or by the Sponsor Contract.

Discretion to Approve Membership

The Governing Authority and the Sponsor, individually or as a unit, retain discretion to disapprove of any member's background check results and terminate membership on the Governing Authority. Additionally, no Governing Authority Member shall serve if the background check reveals offenses that Ohio and/or Federal law prohibit the member from serving.

Ohio: R.C. 3314.02, 3314.19(I), 3319.39, 3319.391.

New Member Orientation

In an effort to ensure that each new Governing Authority Member is properly equipped to carry out his/her responsibilities fully and effectively, each new Governing Authority Member shall be provided with all necessary documents and materials including a copy of: the School's Policy Manual, the Sponsor Contract, the applicable budget, any necessary financial documents, any existing contract with a Management Company, and Ohio's Open Meetings Laws. It is imperative that each Governing Authority Member take the time to review and understand all documents and materials.

To further acquaint the new Governing Authority Member, each new Governing Authority Member shall have the opportunity to meet with the President of the Governing Authority and one (1) other Governing Authority Member.

New Governing Authority Members may be required, pursuant to the Sponsor Contract, to attend an orientation session.

Ohio: R.C. 121.22.

Cross-Reference: Policy No. **1751**, Annual Budget.

Compensation

The Governing Authority Members may pass a resolution to compensate its members pursuant to Ohio law. Compensation may not exceed \$125 per meeting. Compensation may not exceed \$5,000 per year.

Each Governing Authority member may be compensated for attending an approved training program. Compensation for training shall not exceed either \$60 per day for training lasting three hour or less *or* (2) \$125 per day for training program exceeding three hours.

Cross Reference: Policy No. **1440**, Reimbursement of Governing Authority Members.

Reimbursement of Governing Authority Members

In order for a Governing Authority Member's expenses to be reimbursed by the Governing Authority, the following requirements must be met:

- the expense must be pre-approved by the Governing Authority, with the exception that when a Governing Authority Member attends a conference, only attendance at the conference must be pre-approved and the associated reasonable costs for mileage, meals, accommodations, and parking will be considered reimbursable expenses;
- the Governing Authority Member must submit to the Governing Authority, within ten (10) days of incurring the expense, a detailed description of the expense and the specific amount;
- the expense must not have been incurred for alcoholic beverages or entertainment.

Governing Authority Members are subject to any additional rules found in Policy No. **5452**, Reimbursement of Staff Members.

All reimbursements will be calculated and paid according to the rate established by the Governing Authority.

Cross Reference: Policy No. **1430**, Compensation; Policy No. **5452**, Reimbursement of Staff Members.

Ethics and Conflicts of Interest Policy

The School's Governing Authority Members, Officials, and Employees must, at all times, abide by Ohio's ethics laws. Officials and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

Ethics Laws

Below is a general summary of the restraints upon the conduct of all Governing Authority Members, Officials and Employees. In the event a violation is suspected, legal counsel shall be contacted.

No governing authority member, official, or employee shall:

- Solicit or accept anything of value from anyone doing business with the School;
- Solicit or accept employment from anyone doing business with the School, unless the official or employee completely withdraws from School activity regarding the party offering employment, and the School approves the withdrawal;
- Use his or her public position to obtain benefits for the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship;
- Be paid or accept any form of compensation for personal services rendered on a matter before any board, commission, or other body of the School, unless the official or employee qualifies for the exception, and files the statement, described in R.C. 102.04(D);
- Hold or benefit from a contract with, authorized by, or approved by, the School, (the Ethics Law does except some limited stockholdings, and some contracts objectively shown as the lowest cost services, where all criteria under R.C. 2921.42 are met);
- Vote, authorize, recommend, or in any other way use his or her position to secure approval of an School contract (including employment or personal services) in which the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship, has an interest;
- Solicit or accept honoraria (see R.C. 102.01(H) and 102.03(H)) ;
- During public service, and for one year after leaving public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the official or employee personally participated while serving with the School;
- Use or disclose confidential information protected by law, unless appropriately authorized; or Use, or authorize the use of, his or her title, the name "School," or "[the Agency's acronym]," or the School's logo in a manner that suggests impropriety, favoritism, or bias by the School or the official or employee;

For purposes of this policy:

- "Anything of value" includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. "Value" means worth greater than de minimis or nominal.

- “Anyone doing business with the School” includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before School.

Distribution of Ethics Laws

The School must provide each Governing Authority Member, Official, and Employee a copy of Policy No. **1440** - Ethics and Conflicts of Interest Policy, Policy No. **1410** - Eligibility and Background Checks, Chapter 102 of the Revised Code, and Section 2921.42 of the Revised Code within fifteen days of beginning his/her official duties.

Additional Eligibility & Conflict Laws

In addition to Ohio’s Ethics laws, Governing Authority Members are subject to additional laws regarding conflicts of interest. Governing Authority Members should refer to Policy No. **1410**, Eligibility and Background Checks, to ensure no other conflicts prevent a board member from serving.

Penalties

Failure of any School Governing Authority Member, Official or Employee to abide by this Ethics policy, Policy No. **1410** Eligibility and Background Checks, or to comply with the Ethics Law and related statutes, will result in discipline, which may include dismissal, as well as any potential civil or criminal sanctions.

Ohio: R.C. 1.03, R.C. 102.03(D)-(E), R.C. 102.99(B), R.C. 2921.42(A)(1)-(4), R.C. 3314.03(A)(11)(e).

Cross Reference: Policy No. **1460**, Mandatory Periodic Ethical Review; Form No. **1450.1**, Annual Statement of Disclosure.

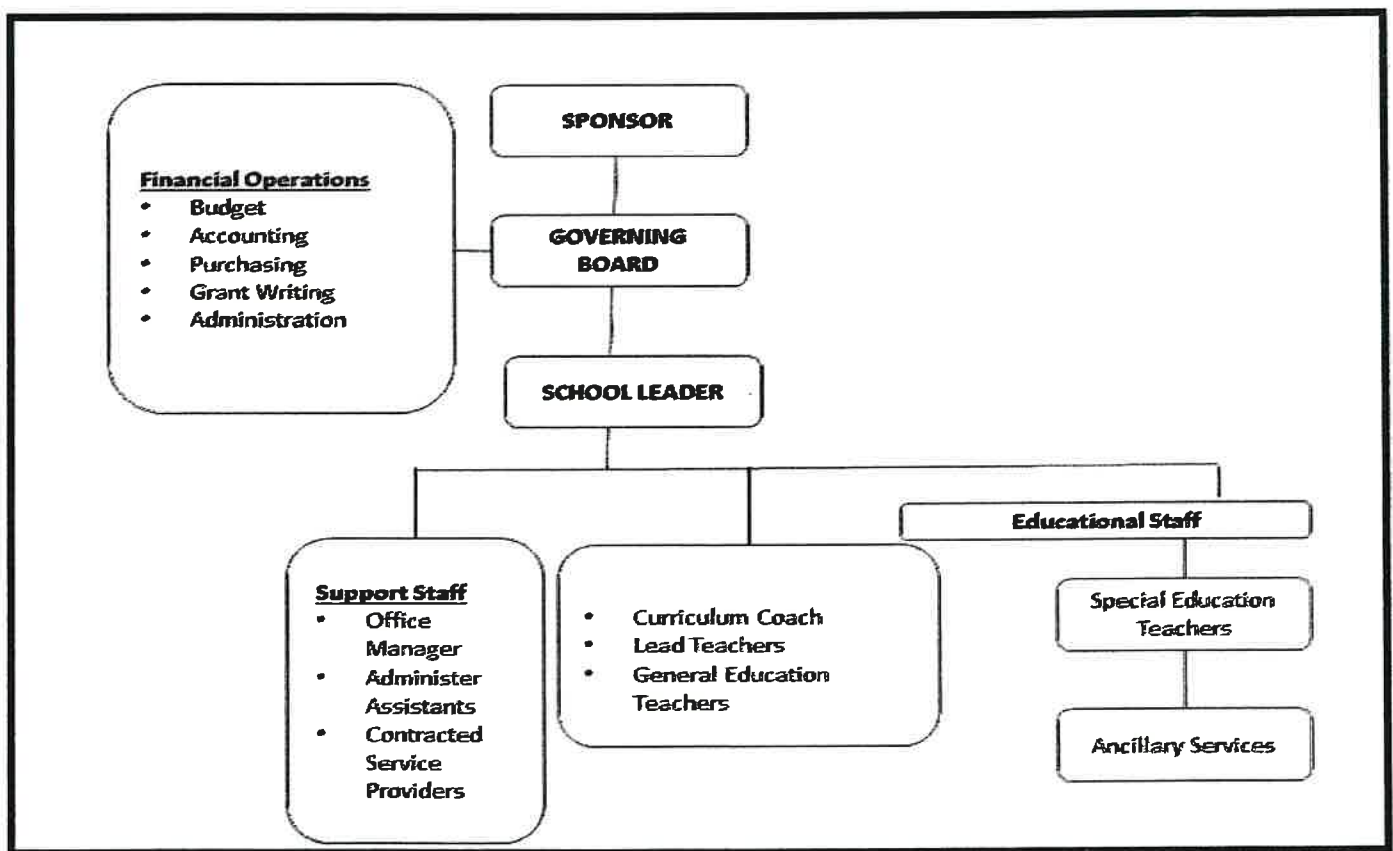
Attachment 5

Organizational

The Sponsor of Eagle Learning Center is the oversight body of the School.

The Governing Board of the School is responsible to the Ohio Department of Education for compliance with the terms and conditions of the charter contract. The Governing Board is the policy-making body of the School and is statutorily responsible for the administration of the school.

An organizational chart describing the relationships follows:



Teacher Requirements

Prior to being employed by the School, the School requires all teaching applicants to:

- provide an employment application,
- provide references and recommendation letters for employment,
- provide copy of a diploma issued by an accredited college or university & certified transcripts from the accredited colleges or universities,
- provide Teaching Certificate from the Ohio Department of Education, and
- comply with Policy No. **5110**, General Employment Eligibility.

In addition to the above requirements, the School may require teachers to possess additional training, skills, or experience for a specific position.

To be hired and to continue employment, teachers must be of sufficient physical and mental health. A teacher or other licensed education professional is prohibited from terminating their employment contract after July 10th of any school year, or during the school year prior to the last day of instruction, without the consent of the School's governing authority or operator. However, the individual may terminate their contract at any other time by giving five days written notice to the employing governing authority or operator. If an individual terminates their contract in any other manner, the employing governing authority or operator may file a complaint with the State Board of Education. After an investigation, the State Board may suspend the individual's educator license for up to one year.

Licensed Education Professionals

Licensed education professionals are prohibited from terminating their individual employment contract after July 10 of any school year or during the school year prior to the last day of instruction, without the consent of the schools governing authority or operator. However, the individual may terminate their contract at any other time by giving five days written notice to the employing governing authority or operator. If a licensed education professional terminates their contract in any other manner, the employing governing authority or operator may file a complaint with the State Board of Education. After an investigation, the State Board may suspend the individual's license educator license for up to one year.

Ohio: O.R.C. 3314.103.

Cross Reference: Policy No. **5110**, General Employment Eligibility; Policy No. **5620**, Ohio Teacher Residency Program.

Substitute Teachers

Prior to being employed by the School, the School requires all substitute teachers to:

- provide a valid, state-issued educator license for substitute teaching, and
- comply with Policy No. **5110**, General Employment Eligibility.

If an applicant does not possess the license for substitute teaching but can provide evidence that he/she has applied for a substitute teacher license, the School may employ the applicant for sixty (60) days pending receipt of the license. If a license is denied or not obtained within the sixty (60) day period, the applicant will be terminated.

To be hired and to continue employment, substitute teachers must be of sufficient physical and mental health.

Ohio: O.R.C. 3319.226.

Cross Reference: Policy No. **5110**, General Employment Eligibility.

Educational Assistants

An “Educational Assistant” is defined as any nonteaching employee in the School who directly assists a teacher by performing duties for which a teaching license is not required. An educational assistant is neither (1) a student preparing to become a teacher or an educational assistant nor (2) a nonteaching employee whose functions are solely secretarial-clerical and who do not perform any other duties of an Educational Assistant.

Application Requirements

Prior to being employed by the School, the School requires all Educational Assistant applicants to:

- provide an employment application,
- provide references and recommendation letters for employment,
- provide a copy of a state issued educational aide permit or Educational Paraprofessional License, and
- comply with Policy No. **5110**, General Employment Eligibility.

General Duties

Educational Assistants shall perform their duties under the supervision and direction of an assigned teacher. An Educational Assistant assigned to a teacher may assist in supervising students, assist with instructional tasks, and other duties that may be performed by a person not licensed to teach. The duties of an Educational Assistant need not be performed in the physical presence of the teacher to whom the Educational Assistant is assigned (the “Assigning Teacher”), but the activity shall always be under the direction of the Assigning Teacher. When the Assigning Teacher is not physically present, the Educational Assistant shall maintain the degree of control and discipline that would be maintained by the Assigning Teacher.

Educational Assistants are generally prohibited from divulging personal information concerning any student, which was obtained or obtainable while employed. An Educational Assistant may divulge, however, such personal information to either the Assigning Teacher, the school administrator in the assigning teacher’s absence, or as required in a legal proceeding. Violations of this policy are grounds for disciplinary action and/or dismissal.

To be hired and to continue employment, employees must be of sufficient physical and mental health to perform the essential functions of their jobs.

Ohio: O.R.C. 3319.088.

Cross Reference: Policy No. **5110**, General Employment Eligibility.

Other Employees

To be employed by the School, the School requires all other employees, except teachers, substitute teachers, and educational assistants, to:

- provide an employment application,
- provide references and recommendation letters for employment,
- provide any license or certificate required by law, the School, or the Governing Authority, and
- comply with the requirements of Policy No. **5110**, General Employment Eligibility.

In addition to the above requirements, the School may require employees to possess additional training, skills, or experience for a specific position.

To be hired and to continue employment, employees must be of sufficient physical and mental health.

Cross Reference: Policy No. **5110**, General Employment Eligibility.

ELC Job Descriptions

Superintendent/Director/Principal/Administrator

- Day-to-day operational responsibilities
 - Student attendance/progress
 - Student behavioral contacts
 - Student/family communication
- Staffing
 - Hiring and terminating
 - Oversee the work of all staff/teachers
 - Reviews/Evaluations
 - Recommendations/contracts
 - Scheduling
 - Payroll approval
- Establishment of all policy & procedures (state, local & school)
- Safety
 - Conduct all drills (Fire/Tornado monthly)
 - Inspections (health/fire/occupancy/fire extinguishers/emergency lights)
 - Procedures (state fire marshall and local police & fire)
- Collaborate with Governing Board and stakeholders
 - Monthly board meetings
 - See to the execution of all decisions of the Board
 - See that all funds, physical assets, and other property of the District are appropriately safeguarded and administered.
- Oversight of vendors, support staff (custodial), contractors, etc
- Establish and maintain liaison with other school districts, BOCES, the State Education Department, colleges and universities, and the U.S. Department of Education.
- Represent the District before the public, and maintain, through cooperative leadership, both within and without the District, such a program of public relations as may keep the public informed as to the activities, needs and successes of the District.
- Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.

Assistant Director (part-time)

- Student testing process (ACT/EOC)
 - Check eligibility
 - Enter student data into test site
 - SWD enter accommodations
 - Assist with test proctoring
 - Results tabulated
- Student transcript process
 - Review, discuss & enroll students in required courses
 - Maintain student records for graduation requirements
 - Final transcript
- Maintain communication with local area school guidance counselors

ELC Job Descriptions

Office Manager/Administration

- Secretarial/Administrative assistant responsibilities
 - Monitoring phone calls/emails
 - Scheduling meetings & appointments
 - Mailings
 - Ordering Supplies/Equipment
 -
- Student intake application process
- Communication with students, parents, surrounding schools, etc
- Coordination with Treasurer – payroll, billing, etc
 - Ensure all items are invoiced and paid on time
- Partner with HR & lawyer to update & maintaining policies
- Coordinate with ITC
- Compliance oversight/Communication with Ohio Office of School Sponsorship
- Provide general support to visitors, students, staff & families
- House employee contracts, training certificates, etc
- Records retention
- Liaise with vendors
- Plan in-house and off-site activities for students & staff

Counselor (part-time)

- Schedule & Conduct counseling sessions
- Helping students face personal problems
- Assisting students with their developments
- Evaluating student progress
- Identifying behavioral problems
- Collaborate with other staff members and administration to assist student(s) whole wellbeing
- Referrals to outside health services

Teachers (part-time)

- Instruct/tutor students (per subject area)
 - Provide individual instruction to each student
 - Assess and record student progress
- Develop and enrich professional skills & knowledge by attending seminars, training, etc
- Observe and understand student behavior and report suspicions of neglect, abuse, etc
- Monitor, encourage, support academic as well as behavioral/emotional wellbeing of student(s)
- Collaborate with other staff members and administration for best educational practices
- Collaborate with parents & students
- Maintain certified teaching license along with other DEW required certifications

Attachment 6

2024-2025 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
<p>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.</p>
<p>Statement:</p> <p>Real Teachers – Real Education – Real Results encompasses our vision, values and the purpose of this school</p> <p>The Eagle Learning Center (ELC) DORP high school program is designed to assist high school students in earning their high school diploma.</p> <p>The school philosophy is shared at student intake/orientation, on our website, at staff meetings and with the students daily in class.</p>
<p>Core beliefs and values (which align with the school’s mission and philosophy):</p> <p>Each student is capable of earning their high school diploma with adult (parental/guardian & school staff) support.</p>
<p>Describe the length of the school year and day (include other areas of school design):</p> <p>The SCHOOL will provide students the required minimum of 920 hours of learning opportunities during the academic school year. The academic school year will run from the middle of August through the month of May.</p> <p>Daily SCHOOL hours of operation will be from 7:30 AM - 3:30 PM during which time students will be scheduled five hours per day, five days a week. An on-site certified/licensed high school teacher(s) will be present during this time period to instruct, monitor, and assess student progress. The SCHOOL schedule is designed so as to accommodate their individual needs. On a daily basis, students are required to spend 5 hours in the SCHOOL lab (in-person). (920 hours per academic year).</p> <p>Because the primary instructional delivery tool is the Internet via computer, students will be able to extend their instructional time beyond the school day. Students will be given an account number that will enable them to continue academic instruction 24 hours a day, 7 days a week. Supportive e-mail contact with the SCHOOL licensed/certified teacher and the licensed/certified content teachers will be available.</p>

-Student attendance is critical to learning and successful completion of graduation requirements. Students, therefore, will be required to adhere to the following attendance policy:

-Students must participate as a full-time student for at least 25 hours per week.

Educational Programming

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

Because the primary instructional delivery tool is the Internet via computer, students will be able to extend their instructional time beyond the school day. Students will be given an account number that will enable them to continue academic instruction 24 hours a day, 7 days a week. Supportive e-mail contact with the SCHOOL licensed/certified teacher and the licensed/certified content teachers will be available.

The curriculum will be delivered through computers with the assistance of an on-site certified/licensed high school teacher and with the support of certified/licensed content teachers. All curriculum will be aligned with National and Ohio academic content standards. The Pearson Connexus Education will be the primary software utilized. Additional software will be purchased after a thorough search is conducted for the most effective software products on the market. (The Ohio Department of Education has been asked to supply the SCHOOL with names of high-quality software aligned with the Ohio academic content standards). The curriculum objective will be to identify the student's graduation requirement deficits and provide instructional content that will allow the student to complete high school graduation credits and pass the state mandated graduation tests. The SCHOOL will supply software programs that require students to complete on-line lessons at a 70% mastery level. Certified/licensed special education teachers will assist and support special education identified students as necessary. Student/teacher ratios will be maintained at the state mandated levels established by the Ohio Revised Code. Federal special education rules and sound educational practices will be strictly adhered to. The SCHOOL will allow students to become immersed not only in activities on the computer but also in the applied activities tied to the off-campus experiences in the community.

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

Approximately 10% of student population is identified and served as special needs students. Out of the special needs' population, we are able to help approx. 25% graduate within a 4-year high school career. We find an additional year provided enables us to reach a greater percentage of graduates.

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

Through the intake/registration process, student needs would be documented. The documentation would then be reviewed by the ELC SPED director with consultation with ELC staff to provide appropriate support services for the students. In house school psychologist will provide further evaluation or initial evaluation of student academic needs.

SPED director and school psychologist on staff. Assist on an as needed basis. Each student is provided not only an online accommodation, but workbook/textbook accommodations as well. All services and materials are free to the students.

In order to maintain professional licensed/certified teachers (the best of the best), continued evaluation and professional development is a key component. At the end of each semester, teachers/staff will meet with the superintendent to evaluate strengths and weakness as well as assessing the desires and needs of each staff member for professional development.

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:

- 1) Certified teacher/staff and/or parent/guardian recommendation for a student(s) to be evaluated
- 2) Superintendent & SPED director review student records
- 3) If evaluation is determined necessary, SPED director will start the process with contacting the parent/guardian to evaluate the student for an IEP.

With RTI, the School shall identify students at risk for not meeting learning outcomes, provide evidence-based interventions, adjust the intensity and nature of those interventions depending on a student's responsiveness, and monitor their progress.

RTI is divided into three tiers. In Tier I, students experiencing learning needs are identified through their performance and provided with small group interventions through the core curriculum in the classroom. The teacher monitors their response to strategies and adjusts in the delivery of the curriculum to determine if the student's needs are met or the student needs more intensive interventions. The teacher and other staff members who have regular interaction with the student shall make regular reporting of the student's progress.

If the child does not respond to the first level of group-oriented interventions, he or she moves to Tier II. The length of time in Tier II is generally a bit longer than in Tier I, and the level of intensity and individualization of the interventions are increased. Child progress is again closely monitored. The child's teacher will notify the family of their area for concern, how they will intervene with this concern, and how they will track information related to the child's progress. If the child shows adequate progress, then the intervention has been successful and will continue. It is quite possible that, if the problem is caught early enough and addressed via appropriate instruction, the child learns the skills necessary to continue in general education without further intervention.

Students who do not respond to Tier II instruction move into Tier III instruction. At Tier III a building team will convene, including the parents, to share information on the interventions tried and to present the data collected on the child's progress. Through discussions at Tier III, teams will make decisions about whether to change out interventions and continue to monitor progress, or to move towards a referral for an evaluation to determine if special education services are needed. The data gathered on the child's response to interventions in Tiers I, II and III becomes a part of the Evaluation Team Report in deciding as to whether the child is a child with special needs.

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

The ELC evaluates our education program and services on a bi-weekly and monthly basis by continually monitoring students through attendance and academic channels.

Channels include PowerSchool, PowerTeacher, & Pearson Connexus,

Staff mentors/coaching serve as part of the strategic plan for all students for PBIS support programs such as student wellness and community support/service.

Documentation of daily/weekly goal focused meetings between mentors/mentees is kept to reevaluate from the prior meetings to adjust for individual students.

SPED director reviews students progress every 90 days as well as annually. She meets with each student on their progress. If determined the student should be reevaluated for an ETR, the school psychologist is called in to conduct and provide the evaluation.

One Plan Tool – Ohio's Five-Step Process:

The Eagle Learning Center will continuously revise and evaluate education programs by working closely with DEW and State Sponsor as well as SST Region 1 staff by meeting and checking-in on a quarterly basis.

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

Supplemental & non-classroom learning is provided by our in-house counselor/social worker 20 hours per week. Our employability/work study coordinator provides life skills for students 4/5 days per week.

- Community service
 - Clothing pantry support
 - Elderly residential community
- Dreams & Visions
 - Career option presentations
 - Military
- Guy & Girl Talk – individual small groups
- Hygiene cabinet
- Incentive programs
 - Attendance/Academic progress

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):

HS: English 1A

HS: English 1B

HS: English 2A
HS: English 2B
HS: English 3A
HS: English 3B
HS: English 4A
HS: English 4B
HS: Algebra Concepts A *If student has
not taken Algebra 1
HS: Algebra Concepts B *If student has
not taken Algebra 1
HS: Algebra 1A
HS: Algebra 1B
HS: Algebra 2A
HS: Algebra 2B
HS: Geometry A
HS: Geometry B
HS: Integrated Math 2A
HS: Integrated Math 2B
HS: Biology A
HS: Biology B
HS: Environmental Science A
HS: Environmental Science B
HS: Physical Science - Chemistry (S1)
HS: Physical Science - Physics (S2)
HS: Economics & Fin Lit
HS: Government
HS: US History A
HS: US History B
HS: World History A
HS: World History B
HS: Health
Physical Education
HS: Art I: World Cultures

Graduation Requirements

Eagle Learning Center graduation requirements adhere to the standards set by the Ohio Department of Education and the North Central Association of Colleges and Secondary Schools. A minimum of 20 credits earned in grades 9-12 shall be required for graduation from Eagle Learning Center.

**For graduating students 2024-2025,
these units must include:**

Language Arts	4 credits
Mathematics	4 credits
Health	1/2 credit
Physical Edu.	2 semesters
= 1/2 credit	

Science (1-Biology, 1-Physical) 3 credits

Social Studies 3 credits

(1/2 - American History, 1/2 - Government,

1/2 - Economics/Financial Lit., 1/2 - World

History)

Electives 5 credits

(Electives will include 1 credit or two half
credits chosen from Fine Arts, Foreign
Language and/or Business Technology)

**Fine Arts 2 semesters (from grades 7-12)

How will the school develop curriculum maps and pacing guides:

The academic curriculum will be enhanced with additional learning opportunities that include on/off campus experiences such as employability class, resume building, mock interviews, keyboarding, child development and community service projects. Students are encouraged to participate in these experiences. Such experiences are an important component of the student's success plan. In addition, the SCHOOL will seek alliances with business entities, local factories, hospitals, the courts, and social service agencies to provide learning opportunities for the students.

Upon successful completion of the Student's Success Plan and attainment of the student's Goal, a post high school strategy will be developed for each student. This will include:

- Career assessment
- Resume development
- Job coaching
- Higher educational planning
- Exit Meeting

Career Advising:

The School directs the Head Administrator or his/her designee to develop a plan for career advising which includes providing:

- A Link between School and Career Fields. The plan will provide students with grade-level examples that link their schoolwork to one or more career fields. The School may use career connections developed under R.C. 3301.079 for this purpose.

- **Career Advising.** The plan will provide career advising to students in grades six through twelve, which may include meeting with each student annually to discuss academic and career pathways.
- **Employee Training.** The plan will include training employees on how to advise students on career pathways. This may also include other tools developed by the School that offer resources for students for discovering career interests, exploring career and education options, and supporting development of the student success plan.
- **Multiple Pathways to Graduation.** The plan will ensure that there are multiple, clear academic pathways through high school that students may choose in order to earn a high school diploma. This may include opportunities to earn industry-recognized credentials, and postsecondary course credit through credit plus and other appropriate programs as discussed in Policy 3670, College Credit Plus.
- **Specific Classes.** The school will communicate courses that can award students both traditional academic and career-technical credit. This communication may include the school's Credit Flexibility Plan-Policy No. 3620, Post-Secondary Enrollment Program-Policy 3670, and access to educational options.
- **Documentation on Career Advising.** The School shall document the career advising provided to each student for review by the student, the student's parent, guardian, or custodian, and future schools that the student may attend. The School shall not otherwise release this information without the written consent of the student's parent, guardian, or custodian, if the student is less than eighteen years old, or the written consent of the student, if the student is at least eighteen years old.
- **Transition Preparation.** The School shall develop a program to prepare students for their transition from high school to their post-secondary destinations, including any special interventions that are necessary for students in need of remediation in mathematics or English language arts.

Additional Interventions for Advising Students at Risk of Dropping out of School

The School shall provide additional intervention and career advising for students who are identified as at risk of dropping out of school. Students shall be identified using a method that is both research-based and locally-based and that is developed with input from the School's classroom teachers, guidance counselors, and other appropriate school officials.

Student Success Plan. For each student identified at risk of dropping out, the School shall develop a Student Success Plan (the "Success Plan") that addresses the student's academic pathway to a successful graduation and the role of career-technical education, competency-based education, and experiential learning, as appropriate, in that pathway. The School may use the Ohio Department of Education's model student success plan as a guide.

Developing the Success Plan. The School shall invite the student's parent, guardian, or custodian to assist in developing the Success Plan. If the student's parent, guardian, or custodian does not participate in the development of the Success Plan, the School shall provide to the parent, guardian, or custodian a copy of the student's Success Plan and a statement of the importance of a high school diploma and the academic pathways available to the student in order to successfully graduate.

Career Advising. The School shall provide career advising in alignment with each student's Success Plan and this Policy.

The Student Success Plan is one component of the career development process and will assist you in planning for your future. This is a working document that will change as you complete career exploration activities and learn more about your interests, skills and values.

Required:

- Contact information
- Career Pathway goals
- Academic Pathway Plan
- Assessment record
- Career-ready skills
- Career exploration activities
- Planning checklist

Recommended

- Résumé and cover letter
- Letters of recommendation
- Career narrative
- Record of awards earned
- Academic and career-related classroom work
- Career-technical education competency test results, credentials and certificates earned (if applicable)
- College and postsecondary admission test results and transcript credit earned in high school (if applicable)
- Individual Transition Plan (ITP, if applicable)
- Other items deemed appropriate

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

The Eagle Learning Center (ELC) experienced & certified staff in all academic areas (English, Math, Science, Social Studies, Art, Health & PE) have reviewed the module/chapter (high school subject curriculum standards) of all Pearson Connexus online classes in comparison to the Ohio Learning/curriculum standards. With their professional assessments in alignment with administration recommendation, has advised the Governing Board to enter into contract and purchase of Pearson Connexus online program for ELC's education program. The ELC Governing Board, approved this contract 2/13/23.

The ultimate focus of the SCHOOL curriculum is to assist students in earning a high school diploma and prepare students for higher education and employment opportunities.

The curriculum will be delivered through computers with the assistance of an on-site certified/licensed high school teacher and with the support of certified/licensed content teachers. All curriculum will be aligned with National and Ohio academic content standards. The Pearson Connexus Education will be the primary software utilized. Additional software will be purchased after a thorough search is conducted for the most effective software products on the market. (The Ohio Department of Education has been asked to supply the SCHOOL with names of high-quality software aligned with the Ohio academic content standards). The curriculum objective will be to identify the student's graduation requirement deficits and provide instructional content that will allow the student to complete high school graduation credits and pass the state mandated

graduation tests. The SCHOOL will supply software programs that require students to complete on-line lessons at a 70% mastery level. Certified/licensed special education teachers will assist and support special education identified students as necessary. Student/teacher ratios will be maintained at the state mandated levels established by the Ohio Revised Code. Federal special education rules and sound educational practices will be strictly adhered to. The SCHOOL will allow students to become immersed not only in activities on the computer but also in the applied activities tied to the off-campus experiences in the community.

Eagle Learning Center graduation requirements adhere to the standards set by the Ohio Department of Education and the North Central Association of Colleges and Secondary Schools. A minimum of 20 credits earned in grades 9-12 shall be required for graduation from Eagle Learning Center.

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

The Eagle Learning Center provides students with certified classes by the state of Ohio through Pearson Connexus as well as individual tutorial services (in person). Each student is given individual attention in each subject area English, Math, Science, Social Studies, etc through online coursework and one-on-one tutoring by a certified licensed teacher of record.

Provide evidence of the research based practices per ESSA for these delivery methods:

The Eagle Learning Center (ELC) experienced & certified staff in all academic areas (English, Math, Science, Social Studies, Art, Health & PE) have reviewed the module/chapter (high school subject curriculum standards) of all Pearson Connexus online classes in comparison to the Ohio Learning/curriculum standards. With their professional assessments in alignment with administration recommendation, has advised the Governing Board to enter into contract and purchase of Pearson Connexus online program for ELC's education program. The ELC Governing Board, approved this contract 2/13/23.

Evidence-based strategies consist of 2x10; meeting with each student 2 minutes each day for 10 days. This allows relationship building with staff and student enhancing trust and safety assuring the student's ability & capability. With student assurance, reading & writing deficiency gaps will be closed.

Assessments

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

In addition to the quizzes/tests in each module/chapter (high school subject curriculum standards), all students will be assessed on their reading and math levels using the STAR Renaissance program. Each student will be required to take a pre & posttest (13 weeks after pre-test) assessment to assess growth, regression or maintenance. They also will have the Ohio Standardized State Test (OST) administered two times a year (Fall & Spring). As well as all 11th graders will take the ACT college entry test in the spring of the school year.

Traditional assessment tools will also be utilized to assess student performance, such as: STAR Renaissance, End of Course State Tests.

Student assessment is also measured by students taking and passing all sections of the End of Course test/exams (EOC), which is a necessary component for high school graduation. All appropriate aged students will take the EOCs on the dates established by the Ohio Department of Education in conjunction with the SCHOOL testing schedule. For students who are unable to demonstrate proficiency in ELA 2 or Algebra 1, will meet with their academic coach to provide options. The SCHOOL will continue to work with our State Sponsor regarding alternative pathways to graduation such as CTEs. The SCHOOL will also utilize SWD IEPs as well as students will attend EOC test prep sessions.

STAR Renaissance assessment tests are taken by the student twice – a pre & post test assessment. These assessments allow each teacher & staff to see at what level (grade) a student is performing in reading and math. Students meet with their academic advisor to review results, then are paired up with the teacher of record per subject for intervention if needed. STAR Renaissance assessments are added to each student's Success Plan.

Outline how the academic calendar will meet all Ohio required assessments (including testing windows):

End of Course date windows:

Fall December 2024

Spring April 2025

STAR Testing:

Window 1 August - December 2024

Window 2 January – May 2025

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

From the 1st contact with the student and parents/guardian at the enrollment meeting, the current transcript is reviewed. This data is used to create a running transcript to be monitored weekly by the ELC staff noting progress, and evaluating the students' "still to do" online program.

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 2024-2025 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: _____

Print Name: _____

Date: _____

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
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>Goal:</p> <p>Each student (including ESL students, SPED students, etc) will complete the specific online modules (chapters) necessary for each class & State subject core standard. Each student must earn 70% or higher to earn credit.</p>
<p>Alignment of goal to mission:</p> <p>4 credits as required by ODE & Eagle Learning Center board policy plus corresponding OST during student high school career.</p>
<p>Grade levels:</p> <p>9-12</p>
<p>Student population:</p> <p>ALL (60)</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:</p> <p>Graduation goal minimum of 20% of the student population each school year with a 5% growth each subsequent year.</p> <p>Minimum of 5 credits earned by each student each year.</p>
<p>Data, resources and/or personnel used to monitor and ensure student success:</p> <p>All ELC Staff will monitor each student's running transcript, 'still to do' online documentation to ensure course completions and credits earned.</p>
<p>Plan for intervention should the school not be on track with stated goals:</p> <p>With regular & consistent monitoring of all students by weekly academic advisors, the advisors are able to be proactive in keeping each student on track. The minimum goal for each student every day is 1 module(chapter) a day.</p>

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).
<p>Goal:</p> <p>Each student (including ESL students, SPED students, etc) will complete the specific online modules (chapters) necessary for each class & State subject core standard. Each student must earn 70% or higher to earn credit.</p>
<p>Alignment of goal to mission:</p> <p>4 credits (including Algebra 2) as required by ODE & Eagle Learning Center board policy plus corresponding OST during student high school career.</p>
<p>Grade levels:</p> <p>9-12</p>
<p>Student population:</p> <p>ALL (60)</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:</p> <p>Graduation goal minimum of 20% of the student population each school year with a 5% growth each subsequent year.</p> <p>Minimum of 5 credits earned by each student each year.</p>
<p>Data, resources and/or personnel used to monitor and ensure student success:</p> <p>All ELC Staff will monitor each student's running transcript, 'still to do' online documentation to ensure course completions and credits earned.</p>
<p>Plan for intervention should the school not be on track with stated goals:</p> <p>With regular & consistent monitoring of all students by weekly academic advisors, the advisors are able to be proactive in keeping each student on track. The minimum goal for each student every day is 1 module(chapter) a day.</p>
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:

Each student (including ESL students, SPED students, etc) will complete the specific online modules (chapters) necessary for each class & State subject core standard. Each student must earn 70% or higher to earn credit.

Alignment of goal to mission:

3 credits (including 0.5 cr American History, 0.5 cr Government, 0.5 cr Economics/Financial Literacy, 0.5 cr World History) as required by ODE & Eagle Learning Center board policy plus corresponding OST during student high school career.

Grade levels:

9-12

Student population:

ALL (60)

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:

Graduation goal minimum of 20% of the student population each school year with a 5% growth each subsequent year.

Minimum of 5 credits earned by each student each year.

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

All ELC Staff will monitor each student's running transcript, 'still to do' online documentation to ensure course completions and credits earned.

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

With regular & consistent monitoring of all students by weekly academic advisors, the advisors are able to be proactive in keeping each student on track. The minimum goal for each student every day is 1 module(chapter) a day.

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:

Each student (including ESL students, SPED students, etc) will complete the specific online modules (chapters) necessary for each class & State subject core standard. Each student must earn 70% or higher to earn credit.

Alignment of goal to mission:

3 credits (including 1 cr Biology (Life science), 1 cr Physical Science) as required by ODE & Eagle Learning Center board policy plus corresponding OST during student high school career.

Grade levels:

9-12

Student population:

ALL (60)

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:

Graduation goal minimum of 20% of the student population each school year with a 5% growth each subsequent year.

Minimum of 5 credits earned by each student each year.

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

All ELC Staff will monitor each student's running transcript, 'still to do' online documentation to ensure course completions and credits earned.

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

With regular & consistent monitoring of all students by weekly academic advisors, the advisors are able to be proactive in keeping each student on track. The minimum goal for each student every day is 1 module(chapter) a day.

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:

Each student (including ESL students, SPED students, etc) will complete the specific online modules (chapters) necessary for each class & State subject core standard. Each student must earn 70% or higher to earn credit.

Alignment of goal to mission:

5 credits (including 1 cr or two half credits chosen from Fine Arts, Foreign Language and/or Business Technology) as required by ODE & Eagle Learning Center board policy. Students must also have an approved resume, CPR class and student success plan. Any of the areas of priorities mentioned not completed, will result in high school diploma delay.

Grade levels:

9-12

Student population:

ALL (60)

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:

Graduation goal minimum of 20% of the student population each school year with a 5% growth each subsequent year.

Minimum of 5 credits earned by each student each year.

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

All ELC Staff will monitor each student's running transcript, 'still to do' online documentation to ensure course completions and credits earned.

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

With regular & consistent monitoring of all students by weekly academic advisors, the advisors are able to be proactive in keeping each student on track. The minimum goal for each student every

day is 1 module(chapter) a day.

Arts, Music, Physical Education, Technology and Career Readiness

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

1 cr or two half credits chosen from Fine Arts, Foreign Language and/or Business Technology, 0.5 cr in Physical Education, 0.5 cr in Health as required by ODE & Eagle Learning Center board policy.

Some elective credits are earned through a traditional classroom setting. Such classes offered are Employability, Child Development, Psychology & Microtype.

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 Eagle Learning Center school is equipped with up-to-date technology capacity, new carpet throughout and fresh paint on the walls. The school has been further enhanced by the ELC staff with academic displays along with modern décor and decoration. The students/parents/guardians consistently express their pleasure with the clean, neat, orderly and friendly environment for our school. ELC employs a counselor/social worker as well as a guidance counselor and employability work-study coordinator. Each week there is an opportunity for students to participate in outside activities, crafts, games, etc. Each week staff administration meet to discuss & evaluated each student on their progress, attendance, social emotional needs, etc. ELC communicates regularly (Bi-weekly) emails with updates, upcoming events, celebrations on student progress and graduates.

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:

Positive Behavioral Intervention System (PBIS) is enacted with all and for all students. There is a no tolerance policy on bullying/harassment. With each student assigned to an academic advisor, we are able to be proactive with behavioral situations.

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

ELC communicates regularly (Bi-weekly) emails with updates, upcoming events, celebrations on student progress and graduates. Staff & teachers make phone calls/emails to students/parents/guardians as well as website and social medial updates/posts.

EAGLE LEARNING CENTER, INC

Comprehensive Plan

Exhibit 1:

Educational Plan

EAGLE LEARNING CENTER INC.

A CONVERSION COMMUNITY SCHOOL OVERVIEW:

The importance of a high school diploma continues to escalate. Employment even in many low paying service fields are demanding high school diplomas and/or the Ohio High School Graduation Equivalence Diploma. At the same time state standards for attaining a high school diploma are becoming more rigorous - more high school required courses and more stringent graduation tests. Unfortunately, data continues to Demonstrate a significant percentage of students fail to achieve either a high school diploma or a GED. With the advent of technology, new avenues for educational delivery have become available. Today's students have grown up with computers and video games. Young adults are technologically adept with skills beyond many adults. Recognizing these sociological changes, the Eagle Learning Center, in keeping with its tradition of educational innovation, has explored the charter/community school movement as a viable option to reach the needs of its at-risk student population. After considerable research and planning the Eagle Learning Center has developed a school with a multi-programmatic design and technology intensive delivery system, which will have operational hours that accommodate student schedules.

The objectives of this SCHOOL will be to focus on assisting students in attaining a high school diploma by providing students:

- A curriculum delivery system that allows for individualized self-paced instruction
- Flexible operational hours that accommodate student work/family schedules
- Assistance in job placement and
- One-on-one social-emotional support necessary to assist students in overcoming obstacles to success.

With the support of the Ohio Department of Education, the Eagle Learning Center is committed to continue with a high-quality conversion school designed to serve the complex needs of the student population. This conversion school will bring the worlds of education, technology, and employment together for the first time to provide a pathway for the student to ultimately achieve a successful high school experience. The Eagle Learning Center appreciates the opportunity to establish the "high quality" community school and to contribute to the vision of Ohio's Charter School Program.

Mission and Educational Philosophy

The mission of the Eagle Learning Center is to provide a pathway for life long educational pursuits, employment opportunities, and responsible citizenry. Public education must face various factors that interfere with student success and high school graduation. To offset these barriers, creativity is needed to reach the diverse needs of today's students.

The challenge of education today is to provide new avenues and unique approaches to address the diverse needs of today's youth in general and the specific needs of at-risk students in particular. In an attempt to go beyond the highly structured traditional educational system, the Eagle Learning Center is pursuing the Charter/Community School Program. The Eagle Learning Center believes that every child can learn and that it is the responsibility of the educational system to provide the means by which every child will learn. This philosophy has given rise to a bold concept developed by the Eagle Learning Center within the charter/community school framework that includes a rigorous and challenging technological curriculum, collaborative relationship with the community at large, and a safe and non-threatening learning environment that promotes risk taking.

Curriculum design and delivery is a key component for reaching the requirements for high school graduation. Subjects must be integrated and delivered with a focus of making the subject matter both relevant and applicable to the students in the job world. In order to accomplish this, technology must be incorporated and integrated throughout subject matter as a tool for differentiated delivery and measuring student progress. This strategy will facilitate student learning in a manner, which would individualize student needs for instruction and content based upon past performance.

Student access is primarily dependent upon the collaboration of various support systems. These support systems include providing an academic structure that fosters interventions for individual student needs. Successful intervention includes modifying the curriculum so that students find relevance of learning and can apply existing and new skills to the 21st century digital world. Furthermore, providing experiences through collaborative community partners will encourage continued educational experiences in either the job sector or a higher learning institution.

Flexible scheduling and a supportive climate involve connecting with the students academically, socially, and emotionally. Mentoring by staff and community personnel will foster relationships built on trust thus encouraging risk taking in both the classroom and job world. Furthermore, risk taking involves the reality of learning through both successful decision-making and mistakes. The support system for students must include encouraging practices and experiences that lead to making decisions without the anxiety of failure.

Community Context and Participation:

Community involvement and participation will be an integral component of the SCHOOL through three key avenues:

1. The Board of Directors will be instrumental in making the SCHOOL a collaborative venture. The Board will be designed to bring the perspective of parents, community members, business representatives, juvenile court officers, and social service agencies to the table. Their unique perspectives will be instrumental in the decision-making process.
2. Community involvement will also be fostered through actual design of the SCHOOL itself. Students participating in the SCHOOL will be encouraged to participate in community activities. The academic curriculum will be enhanced with additional learning opportunities that include on/off campus experiences such as employability class, resume building, mock interviews, keyboarding, child development and community service projects.
3. The SCHOOL will attempt to collaborate with industry and non-profit agencies to provide off-campus opportunities for the students. Community participation and involvement will be emphasized as a critical component to the success of the individual student and to the success of the educational program.

Characteristics of Targeted or Expected Students:

The SCHOOL is designed to specifically address the needs of students who have met some graduation requirements, but have failed to successfully complete all the requirements necessary for the attainment of a high school diploma.

Criteria for student enrollment will consist of the following:

1. Resident of any district in Ohio
2. 16 through 21 years of age, 16 through 21 years of age for regular education students (must be 22 on the first day of the school year) and 16 through 22 years of age for special education students (must be 22 on the first day of school year)
3. At-risk of dropping out of high school
4. Dropped out of high school and failed to obtain a GED or high school diploma equivalency

Rational for Targeting Population:

High school dropouts have no means by which to demonstrate academic achievement except through the traditional means of earning a GED. Unfortunately, many students who leave the high school environment do not earn a GED nor do they seek any type of higher education. At the same time a high school diploma or a GED is becoming more and more necessary as a passport into business, the military, and higher education. Dropouts realize too late that their one opportunity to attain a high school diploma is lost and their academic skills necessary for

obtaining a GED have grown weak. These dropouts need to be attracted back into the academic world quickly and effectively yet with options. The SCHOOL for the first time will provide this second chance for young people to earn a high school diploma. Its flexible format will provide an avenue for a high school diploma that up to now has been unavailable.

Response to Intervention who are at risk for academics and/or behaviors:

Response to Intervention (RTI) is a process the School uses to help children who are struggling academically or behaviorally. The purpose of RTI is to meet students where they are and progress them forward in their skills. This process also helps to distinguish between students who need intervention to advance their skills and students who require specially designed instruction as a student with an identified disability.

With RTI, the School shall identify students at risk for not meeting learning outcomes, provide evidence-based interventions, adjust the intensity and nature of those interventions depending on a student's responsiveness, and monitor their progress.

RTI is divided into three tiers. In Tier I, students experiencing learning needs are identified through their performance and provided with small group interventions through the core curriculum in the classroom. The teacher monitors their response to strategies and adjusts in the delivery of the curriculum to determine if the student's needs are met or the student needs more intensive interventions. The teacher and other staff members who have regular interaction with the student shall make regular reporting of the student's progress.

If the child does not respond to the first level of group-oriented interventions, he or she moves to Tier II. The length of time in Tier II is generally a bit longer than in Tier I, and the level of intensity and individualization of the interventions are increased. Child progress is again closely monitored. The child's teacher will notify the family of their area for concern, how they will intervene with this concern, and how they will track information related to the child's progress. If the child shows adequate progress, then the intervention has been successful and will continue. It is quite possible that, if the problem is caught early enough and addressed via appropriate instruction, the child learns the skills necessary to continue in general education without further intervention.

Students who do not respond to Tier II instruction move into Tier III instruction. At Tier III a building team will convene, including the parents, to share information on the interventions tried and to present the data collected on the child's progress. Through discussions at Tier III, teams will make decisions about whether to change out interventions and continue to monitor progress, or to move towards a referral for an evaluation to determine if special education services are needed. The data gathered on the child's response to interventions in Tiers I, II and III becomes a part of the Evaluation Team Report in deciding as to whether the child is a child with special needs.

Enrollment Process:

Policy: Enrollment will be on strictly a voluntary basis.

The SCHOOL shall not discriminate in the admission of students on the basis of race, creed, color, handicapping condition, sex, or intellectual ability, measures of achievement or aptitude, or athletic ability.

To facilitate students with disabilities a school facility site was selected that is a one-floor design with ease of access from the parking lot to the classroom. Upon admission of any student with a disability the school will comply with all federal and state laws regarding the education of the students with disabilities.

In the case of over subscription, a lottery system will be utilized that includes all eligible applicants. Exemptions will only be allowed in accordance with guidelines established by the Ohio Department of Education.

Process:

The SCHOOL will be marketed to area school districts. Students who respond or are contacted by the school will follow this process:

- Intake meeting
- Review of student's graduation status
- Development of Educational Plan, student Goal, and timeline
- Assessment of student educational, social, and emotional needs
- Signing of Student Contract/Handbook with SCHOOL rules and regulations

Goal: All students will complete one or more graduation requirements leading to an Ohio high school diploma (including credits earned and State Testing requirements).

Standard: 90% of enrolled students will complete one or more graduation requirements for attainment of an Ohio high school diploma.

Measurement: Exit data will be collected to demonstrate number of students attaining diploma.

Goal: Students will successfully pass all End of Course State Tests required for graduation requirements or follow the Graduation Pathways set forth by the Ohio Department of Education.

Standard: 90% of enrolled students will successfully pass all End of Course State Tests or follow the Graduation Pathways set forth by the Ohio Department of Education.

Measurement: Semi-annual data will be collected to show the End of Course State Test areas passed.

Goal: To provide opportunities that will enable students to have the requisite knowledge and skills that will enable students to become productive citizens.

Standard: 50% of enrolled students will participate in off-campus learning opportunities.

Measurement: Off-campus learning opportunity hours in the community will be documented.

Goal: The social, emotional, and educational needs of all students will be addressed.

Standard: 100% of students will be interviewed during the intake process and necessary referrals made to counselors, social workers, and social service agencies.

Measurement: Documentation of referral numbers and agencies will be recorded.

One Plan Tool – Ohio’s Five-Step Process:

The Eagle Learning Center will continuously revise and evaluate education programs by working closely with DEW and State Sponsor as well as SST Region 1 staff by meeting and checking-in on a quarterly basis.

Support for Special Needs Students:

Upon the admission of any handicapped student, the SCHOOL will comply with all federal and State laws regarding the education of the handicapped students. As per Ohio Law, special needs children admitted to the program will be served in educationally appropriate ways, without discrimination. Furthermore, an experienced licensed/certified special education supervisor provided by the Eagle Learning Center will coordinate and oversee appropriate instruction.

School Calendar:

The SCHOOL will provide students the required minimum of 920 hours of learning opportunities during the academic school year. The academic school year will run from the middle of August through the month of May.

Daily SCHOOL hours of operation will be from 7:30 AM - 3:30 PM during which time students will be scheduled five hours per day, five days a week. An on-site certified/licensed high school teacher(s) will be present during this time period to instruct, monitor, and assess student progress. Students may attend in the morning or afternoon. The SCHOOL schedule is designed so as to accommodate their individual needs. On a daily basis, students will be encouraged to spend 5 hours in the SCHOOL lab. (920 hours per academic year).

Because the primary instructional delivery tool is the Internet via computer, students will be able to extend their instructional time beyond the school day. Students will be given an account number that will enable them to continue academic instruction 24 hours a day, 7 days a week. Supportive e-mail contact with the SCHOOL licensed/certified teacher and the licensed/certified content teachers will be available.

Student attendance is critical to learning and successful completion of graduation requirements. Students, therefore, will be required to adhere to the following attendance policy:

-Students must participate as a full-time student for at least 25 hours per week.

-Participation hours may be on-line curriculum software or through a combination of online curriculum and off campus learning opportunities.

-Students are ultimately responsible for fulfilling participation hours.

Goals/Performance Standards/M Measurement:

- The primary goal of the SCHOOL is to ensure that all students will attain an Ohio High School Diploma. To achieve this standard of success the following goals will be established and met:

On-line curriculum will offer tutorials, numerous application opportunities and mastery testing at every step to enable students to work at a steady, successful pace. All lessons must be completed at a 70% mastery level before the next lesson is presented. This sequence design ensures that students actually learn the course content. Log sheets will be provided that outline for the student each activity/lesson required for credit completion. Licensed/certified content teachers will be available for assistance by email and will also be physically present within the facility during the majority of the SCHOOL'S operational hours. The high school licensed/certified teacher will assist students in connecting what is learned to the world of work.

Assessment:

The on-site certified/licensed high school teacher will assess student performance on a daily basis. Students' progress will be tracked through a measurement tool provided by the on-line software program utilized. This data will be recorded in the students' Pearson Connexus profile as a method by which the student, parent, and teacher will be able to assess student success longitudinally. Intervention through instruction and supplemental materials will be available based on assessment results.

Another important assessment tool utilized by the SCHOOL is the monitoring of student progress by the licensed/certified content teachers. Licensed/certified content teachers will provide support, instruction, academic intervention, supplemental materials, and curriculum modifications to meet the individual needs to students. During the majority of the SCHOOL'S operational hours licensed/certified content teachers will be in the facility and able to provide individualized support at designated times.

In order to maintain professional licensed/certified teachers (the best of the best), continued evaluation and professional development is a key component. At the end of each semester, teachers/staff will meet with the superintendent to evaluation strengths and weakness as well as assessing the desires and needs of each staff member for professional development.

The SCHOOL will address DEW requirements related to the Resident Educator Program and the Local Professional Development Committee by working closely with State Sponsor as well as SST Region 1 staff by meeting and checking-in on a quarterly basis. The SCHOOL will continue to hire and retain the best licensed/certified teachers/staff for the operation of the Eagle Learning Center.

Traditional assessment tools will also be utilized to assess student performance, such as: STAR Renaissance, End of Course State Tests.

Student assessment is also measured by students taking and passing all sections of the End of Course test/exams (EOC), which is a necessary component for high school graduation. All appropriate aged students will take the EOCs on the dates established by the Ohio Department of Education in conjunction with the SCHOOL testing schedule. For students who are unable to demonstrate proficiency in ELA 2 or Algebra 1, will meet with their academic coach to provide options. The SCHOOL will continue to work with our State Sponsor regarding alternative pathways to graduation such as CTEs. The SCHOOL will also utilize SWD IEPs as well as students will attend EOC test prep sessions.

Evidence-based strategies consist of 2x10; meeting with each student 2 minutes each day for 10 days. This allows relationship building with staff and student enhancing trust and safety assuring the student's ability & capability. With student assurance, reading & writing deficiency gaps will be closed.

STAR Renaissance assessment tests are taken by the student twice – a pre & post test assessment. These assessments allow each teacher & staff to see at what level (grade) a student is performing in reading and math. Students meet with their academic advisor to review results, then are paired up with the teacher of record per subject for intervention if needed. STAR Renaissance assessments are added to each student's Success Plan.

Learning Opportunities

The academic curriculum will be enhanced with additional learning opportunities that include on/off campus experiences such as employability class, resume building, mock interviews, keyboarding, child development and community service projects. Students are encouraged to participate in these experiences. Such experiences are an important component of the student's success plan. In addition, the SCHOOL will seek alliances with business entities, local factories, hospitals, the courts, and social service agencies to provide learning opportunities for the students.

Upon successful completion of the Student's Success Plan and attainment of the student's Goal, a post high school strategy will be developed for each student. This will include:

- Career assessment
- Resume development
- Job coaching
- Higher educational planning
- Exit Meeting

Career Advising:

The School directs the Head Administrator or his/her designee to develop a plan for career advising which includes providing:

- A Link between School and Career Fields. The plan will provide students with grade-level examples that link their schoolwork to one or more career fields. The School may use career connections developed under R.C. 3301.079 for this purpose.
- Career Advising. The plan will provide career advising to students in grades six through twelve, which may include meeting with each student annually to discuss academic and career pathways.
- Employee Training. The plan will include training employees on how to advise students on career pathways. This may also include other tools developed by the School that offer resources for students for discovering career interests, exploring career and education options, and supporting development of the student success plan.
- Multiple Pathways to Graduation. The plan will ensure that there are multiple, clear academic pathways through high school that students may choose in order to earn a high school diploma. This may include opportunities to earn industry-recognized credentials, and postsecondary course credit through credit plus and other appropriate programs as discussed in Policy 3670, College Credit Plus.
- Specific Classes. The school will communicate courses that can award students both traditional academic and career-technical credit. This communication may include the school's Credit Flexibility Plan-Policy No. 3620, Post-Secondary Enrollment Program-Policy 3670, and access to educational options.
- Documentation on Career Advising. The School shall document the career advising provided to each student for review by the student, the student's parent, guardian, or custodian, and future schools that the student may attend. The School shall not otherwise release this information without the written consent of the student's parent, guardian, or custodian, if the student is less than eighteen years old, or the written consent of the student, if the student is at least eighteen years old.
- Transition Preparation. The School shall develop a program to prepare students for their transition from high school to their post-secondary destinations, including any special interventions that are necessary for students in need of remediation in mathematics or English language arts.

Additional Interventions for Advising Students at Risk of Dropping out of School

The School shall provide additional intervention and career advising for students who are identified as at risk of dropping out of school. Students shall be identified using a method that is both research-based and locally-based and that is developed with input from the School's classroom teachers, guidance counselors, and other appropriate school officials.

Student Success Plan. For each student identified at risk of dropping out, the School shall develop a Student Success Plan (the "Success Plan") that addresses the student's academic pathway to a successful graduation and the role of career-technical education, competency-based education, and experiential learning, as appropriate, in that pathway. The School may use the Ohio Department of Education's model student success plan as a guide.

Developing the Success Plan. The School shall invite the student's parent, guardian, or custodian to assist in developing the Success Plan. If the student's parent, guardian, or custodian does not participate in the development of the Success Plan, the School shall provide to the parent, guardian, or custodian a copy of the student's Success Plan and a statement of the importance of a high school diploma and the academic pathways available to the student in order to successfully graduate.

Career Advising. The School shall provide career advising in alignment with each student's Success Plan and this Policy.

The Student Success Plan is one component of the career development process and will assist you in planning for your future. This is a working document that will change as you complete career exploration activities and learn more about your interests, skills and values.

Required:

- Contact information
- Career Pathway goals
- Academic Pathway Plan
- Assessment record
- Career-ready skills
- Career exploration activities
- Planning checklist

Recommended:

- Résumé and cover letter
- Letters of recommendation
- Career narrative
- Record of awards earned
- Academic and career-related classroom work
- Career-technical education competency test results, credentials and certificates earned (if applicable)
- College and postsecondary admission test results and transcript credit earned in high school (if applicable)
- Individual Transition Plan (ITP, if applicable)
- Other items deemed appropriate

SEE ATTACHMENT A for Example

Attachment A

SSID# _____

Student's Success Plan

Oregon Eagle
Learning Center

The Student Success Plan is a student-focused process that addresses academic and career goals and resources of individual students to assist in planning and preparing for their post-high school future. The Plan is designed to be a living document that is modified or adjusted quarterly as the student transitions through high school and considers post-high school opportunities. Plans are unique to the student and requires collaboration that includes student, parent/guardian and school guidance staff.

The Student Success Plan should include supports and counseling that meets the current needs of the student as well as prepares the student for post-high school transition. In addition, the plan must include the following items:

- tools and activities for career development such as OhioMeansJobs;
- coursework and, if applicable, work-based learning;
- tutoring or additional supports; and,
- any specific graduation requirements of the school.

To ensure a successful high-school to post-high school transition, school guidance teams should plan quarterly check-ins with their students.

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Required and Recommended Components

STUDENT SUCCESS PLAN

Contact Information

First and Last Name: _____

Home Address: _____

Phone: _____

Email: _____

9th Grade Cohort Year: _____

Enrollment Date: _____

The Student Success Plan is one component of the career development process and will assist you in planning for your future. This is a working document that will change as you complete career exploration activities and learn more about your interests, skills and values. **Students enrolled in Dropout Prevention and Recovery (DOPR) must complete all shaded parts.**

Program Information

GENERAL EDUCATION

☐ Enrolled and succeeding in a post-high school learning experience, including an adult career-technical education program, an apprenticeship and/or a two-year or four-year college program

☐ Serving in a military branch

☐ Earning a living wage

☐ Engaged in a meaningful, self-sustaining vocation

BIRTHDATE: _____

ALTERNATIVE LEARNING (DOPR AND 16 OR OLDER)

☐ Enrollment in a two-year degree program

☐ Acquiring a business and industry credential

☐ Entering an apprenticeship

EVIDENCE OF:

☐ Academic Need

☐ Evidence of Emergency

☐ Birth certificate on file at school

Education and Training History

Name of School	City and State
Elementary School(s)	
Middle Schools(s)	

High School(s) and/or Career-Technical Center(s)	

The Student Success Plan is one component of the career development process and will assist you in planning for your future. This is a working document that will change as you complete career exploration activities and learn more about your interests, skills and values.

Required:

- Contact Information
- Career Pathway goals
- Academic Pathway Plan
- Assessment record
- Career-ready skills
- Career exploration activities

Recommended:

- Resume and cover letter
- Letters of recommendation
- Career narrative
- Record of awards earned
- Academic and career-related classroom work
- Career-technical education competency test results, credentials and certificates earned (if applicable)
- College and postsecondary admission test results and transcribed credit earned in high school (if applicable)
- Individual Transition Plan (ITP, if applicable)
- Other items deemed appropriate

Counseling Services and Support Log

(Students enrolled in DOPR must complete all shaded parts)

Log support meetings to include meeting date, purpose of meeting, discussion points.

Date	Purpose of Meeting	Those Present and Role	Topics Discussed

Additional Support
 504 Education Plan
 Individualized Education Plan (IE):
 Response to Intervention Plan (RTI)
 English Language Learner
 Other

Date of Most Recent Version

Organizers

Career Pathway Organizer

9th Grade Cohort Year _____ (see attached charting for graduation testing requirements)

Begin your career planning by responding to the statements below. Since your career goals may change over time, you should revisit and update this form each year. This document is a tool to help you identify career and educational goals. It will not guarantee employment in a specific job and allows you to change your mind as you learn about various career fields and jobs. After you complete this form, go on to the Academic Pathway Plan to map your courses from grades 8-12.

To prepare for the future, I plan on preparing for the below listed career pathway goal.

ALTERNATIVE LEARNING (DOPR AND 16 OR OLDER)

- ☐ Enrollment in a two-year degree program
- ☐ Acquiring a business and industry credential
- ☐ Entering an apprenticeship

OR

GENERAL EDUCATION

- ☐ Enrolled and succeeding in a post-high school learning experience, including an adult career-technical education program, an apprenticeship and/or a two-year or four-year college program
- ☐ Serving in a military branch
- ☐ Earning a living wage
- ☐ Engaged in a meaningful, self-sustaining vocation

1. What is your career goal(s)?

2. What interests, skills and knowledge support your career goal(s)?

3. What courses do you plan to take in high school to reach your goal(s)?
4. What degree, certification, licensure or specialized training will you need for your chosen career?
5. Has your career goal(s) changed since last year?

If your career goals have changed since your last meeting, please attach a new cover sheet to this career organizer.

Approval of Student Success Plan

Student Signature

Date

Parent/Guardian Signature

Date

Teacher/Counselor Signature

Date

Career Exploration Activities

Use this activity to record experiences that relate to your career goal and to identify new goals or experiences you would like to explore. As you write a brief description in the appropriate space, indicate whether it is a future goal or an activity that you are currently experiencing. You may include longer reports of your actual experiences separately in your Student Success Plan.

Exploration: Research, Workplace Visit with Interview, Job Shadowing, etc.	
<input type="checkbox"/> Goal (details below)	<input type="checkbox"/> Experience (details below)
Career Mentorship	
<input type="checkbox"/> Goal (details below)	<input type="checkbox"/> Experience (details below)
Internship/Co-Op/Pre-Apprenticeship	
<input type="checkbox"/> Goal (details below)	<input type="checkbox"/> Experience (details below)
Community Service and Service Learning	
<input type="checkbox"/> Goal (details below)	<input type="checkbox"/> Experience (details below)
Work Experience (paid or unpaid)	
<input type="checkbox"/> Goal (details below)	<input type="checkbox"/> Experience (details below)
Career-Technical Education, College Credit Plus, Competency-Based Education, etc.	
<input type="checkbox"/> Goal (details below)	<input type="checkbox"/> Experience (details below)
Additional Comments	
<input type="checkbox"/> Goal (details below)	<input type="checkbox"/> Experience (details below)

Academic Pathway Plan

9th Grade Cohort Year _____ (see attached charting for graduation testing requirements)

Begin your course planning by identifying your chosen career pathway goal. You should review your courses annually and make changes and updates as needed. This form will help you decide on the most appropriate educational options to help you reach your career pathway goals. You should use your school's course catalog to determine which courses are offered by your school and career-technical center. Be sure to speak with your parent/guardian and teacher/school counselor to help you make final decisions.

CAREER PATHWAY GOAL - Secondary

	English Language Arts	Mathematics	Science	Social Studies	Health/ P.E.	Career Tech	Other Requirement/ Elective	Other Requirement/ Elective
7								
8								
9								
10								
11								
12								

Assessment Record

9th Grade Cohort Year _____ (see attached charting for graduation testing requirements)

A record of the assessments that you have taken is an important tool to use to guide you on our career path. Record the results of tests and assessments that you have taken in the appropriate areas. Identify the date taken, assessment tool and your results with appropriate comments.

END OF COURSE RESULTS

Subject	Testing Date	Results	Subject	Testing Date	Results

Students enrolled in DOPR must complete all shaded parts

WebX/Work Keys	Testing Date	Results	NWEA Student Profile Report Testing Date	Testing 2Xs per Year (fall and spring testing windows)
				<input type="checkbox"/> Testing report attached
				<input type="checkbox"/> Testing report attached
				<input type="checkbox"/> Testing report attached
				<input type="checkbox"/> Testing report attached
				<input type="checkbox"/> Testing report attached
				<input type="checkbox"/> Testing report attached
				<input type="checkbox"/> Testing report attached

CAREER PATHWAY GOAL – Post Secondary/College Credit Plus

	English Language Arts	Mathematics	Science	Social Studies	Health/ P.E.	Career Tech	Other Requirement / Elective	Other Requirement / Elective
Year 1 Semester 1								
Year 1 Semester 2								
Year 2 Semester 1								
Year 2 Semester 2								

Additional Learning Activities

Programs, experiences and activities to support my academic and career goals.

School Activities, Organizations, and Independent Projects			
Description	Role/Contributions	Dates	
Potential References			
Reference Name	Title/Role	Phone or Email Address	

Seals, Awards and Recognitions			
Seal, Award or Recognition Title	Awarded By	In Recognition Of	Award Date

Additional interventions or assistance I need to for my future success:

Career Readiness Skills (earning the OhioMeansJobs Career Readiness Seal)
9th Grade Cohort Year _____ (see attached charting for graduation testing requirements)

Listed below are the skills necessary for workplace success. Since you are currently working and your school has helped you find a mentor -- you have acquired many of the key skills employers are looking for in their employees. Your mentor will help you to understand each of the following skills:

- **Drug Free:** The student commits to being drug-free
- **Reliability:** The student has integrity and responsibility in professional settings
- **Work Ethic:** The student has effective work habits, personal accountability, and a determination to succeed
- **Punctuality:** The student arrives to commitments on time and ready to contribute
- **Discipline:** The student abides by guidelines, demonstrates self-control and stays on task
- **Teamwork/Collaboration:** The student builds collaborative relationships with others and can work as part of a team
- **Professionalism:** The student demonstrates honesty. He or she dresses and acts appropriately and responsibly. He or she learns from mistakes
- **Learning Agility:** The student desires to continuously learn new information and skills
- **Critical Thinking/Problem Solving:** The student exercises strong decision-making skills, analyzes issues effectively and things creatively to overcome problems
- **Oral and Written Communication:** The student articulates thoughts and ideas clearly and effectively in written and oral forms
- **Digital Technology:** The student has an in-depth understanding of emerging technology and leverages technology to solve problems, complete tasks and accomplish goals
- **Global/Intercultural Fluency:** The student values, respects and learns from diverse groups of people
- **Leadership:** The student leverages the strengths of others to achieve common goals. He or she coaches and motivates peers and can prioritize and delegate work
- **Creativity/Innovation:** The student is original and inventive. He or she communicates new ideas to others, drawing on knowledge from different fields to find solutions
- **Career Management:** The student is a self-advocate. He or she articulates strengths, knowledge and experiences relevant to success in a job or postsecondary education

See attached student OhioMeansJobs Readiness Seal validation form or click on the [OhioMeansJobs link](#).

Postsecondary Education and Training Transitions

College Application Activities					
ACT	Composite	English	Math	Reading	Science
Date:					
Date:					
SAT	Writing: Score / %	Math: Score / %	Critical Reading: Score / %		
Date:					
SAT Subject	Subject: Score:		Subject: Score:		
FAFSA PIN	Date Applied:				
FAFSA	Date Submitted				
Postsecondary Applications					
College/Institution 1:	Date Visited:	<input type="checkbox"/> Transcript Submitted	Application Deadline:		
		<input type="checkbox"/> Test Scores Submitted			
		<input type="checkbox"/> FAFSA Sent			
College/Institution 2:	Date Visited:	<input type="checkbox"/> Transcript Submitted	Application Deadline:		
		<input type="checkbox"/> Test Scores Submitted			
		<input type="checkbox"/> FAFSA Sent			
College/Institution 3:	Date Visited:	<input type="checkbox"/> Transcript Submitted	Application Deadline:		
		<input type="checkbox"/> Test Scores Submitted			
		<input type="checkbox"/> FAFSA Sent			
College/Institution 4:	Date Visited:	<input type="checkbox"/> Transcript Submitted	Application Deadline:		
		<input type="checkbox"/> Test Scores Submitted			
		<input type="checkbox"/> FAFSA Sent			
Scholarships					
Title	Amount	Due Date	Date Applied	Renewable Yes or NO	Status
Postsecondary Enrollment					
College/Institution:			<input type="checkbox"/> Deposit/Enrollment Submitted		State Date:

Military Transitions

Preparation for Armed Services	
Entrance Requirements	Preferred Branch:
Physical Exam	<input type="checkbox"/> Scheduled <input type="checkbox"/> Completed
ASVAB	<input type="checkbox"/> Completed Score:
Entrance Requirement:	<input type="checkbox"/> Requirement Met
Entrance Requirement:	<input type="checkbox"/> Requirement Met
Recruiter Information	
Name:	Phone:
Branch:	Email:
Name:	Phone:
Branch:	Email:
Name:	Phone:
Branch:	Email:
Name:	Phone:
Branch:	Email:

Workforce Transitions and Apprenticeships

Job Search Activities			
<input type="checkbox"/> Resume Completed		<input type="checkbox"/> Mock Interview Completed	
<input type="checkbox"/> Resume Reviewed		<input type="checkbox"/> Cover Letter Completed	
<input type="checkbox"/> Resume Revised			
Job Search Activities			
Job Title:	Company:	<input type="checkbox"/> Application Filed	<input type="checkbox"/> Resume and Cover Letter Sent
Job Title:	Company:	<input type="checkbox"/> Application Filed	<input type="checkbox"/> Resume and Cover Letter Sent
Job Title:	Company:	<input type="checkbox"/> Application Filed	<input type="checkbox"/> Resume and Cover Letter Sent
Job Title:	Company:	<input type="checkbox"/> Application Filed	<input type="checkbox"/> Resume and Cover Letter Sent
Job Title:	Company:	<input type="checkbox"/> Application Filed	<input type="checkbox"/> Resume and Cover Letter Sent

Planning Checklist

Use this checklist to help ensure that you have gained the knowledge, information and skills necessary to develop and maintain your education plans and career goals. When you demonstrate specific skills, you will check the box next to them. Keep this form in your *Student Success Plan* so that you can update your skills each year. Provide comments, as appropriate, to document your understanding.

<input type="checkbox"/> I have updated (and changed, if needed) my <i>Student Success Plan</i>			
Date:	Date:	Date:	Date:
Date:	Date:	Date:	Date:
Date:	Date:	Date:	Date:
Date:	Date:	Date:	Date:
<input type="checkbox"/> I know and can describe my interests and work traits. Comments:			
<input type="checkbox"/> I know and can describe my academic strengths. Comments:			
<input type="checkbox"/> I know how to locate and use career information resources. Comments:			
<input type="checkbox"/> I understand Ohio's 16 career clusters. Comments:			
<input type="checkbox"/> I can describe the educational options available to me. Comments:			
<input type="checkbox"/> I know the high school graduation requirements. Comments:			
<input type="checkbox"/> I know the educational requirements to reach my chosen career goal. Comments:			
<input type="checkbox"/> I understand labor market trends for my chosen career goals. Comments:			
<input type="checkbox"/> I have discussed my current educational plans and career goals with my parent/guardian and counselor/teacher. Comments:			
<input type="checkbox"/> I can locate and identify local job opportunities. Comments:			
<input type="checkbox"/> I can identify nontraditional career options. Comments:			

☐ I received information on diploma seals. Click on the [Graduation 2021 and Beyond Guidance Document](#) for more information.

Comments:

☐ I plan on achieving the following OhioMeansJobs Readiness Seals.

I plan to work towards the following seals:

☐ I know how to navigate and complete applications.

Comments:

☐ I have discussed my plans for after high school with my parent/guardian and counselor/teacher.

Comments:

☐ My plan includes matriculating to a two-year degree program, acquiring a business and industry credential, or entering in to an apprenticeship.

Comments:

Appendix I: Tool and Guidance for Success Plan Activities by Grade Level

Tools and Guidance to Create a Student Success Plan

Grade 9			
Tools and Assessments	Student Activities	School Activities	Resources
Click on the OhioMeansJobs website link and OhioMeansJobs backpack tools links for additional information.	<p>Revisit your OhioMeansJobs K-12 account to update your information and continue planning</p> <p>Document your reflection of career exploration activities completed (i.e., field trips, career speakers, job shadows, internships, community service and service learning)</p> <p>Explore electives available in 10th grade and identify options to explore interests and expand strengths/skills</p> <p>Explore programs available at your school where you can earn credentials or certificates during high school</p> <p>Revisit and update your Academic and Career Pathways – consider how your interests and strengths may influence your long-term goals and how you can begin preparing now for your career goals by completing related education requirements.</p>	<p>Provide students with access to purposeful career exploration activities;</p> <p>Field trips to area businesses that represent in-demand career fields</p> <p>Career speakers and presentations by area professionals</p> <p>Career mentorships and school partnerships with business and industry</p> <p>Job shadows with expectations for students to identify linkages between their own learning and the workplace</p> <p>Internships (paid or unpaid) to gain work experience and workplace skills</p> <p>Community service and service learning where students have an opportunity to lead, organize and facilitate meaningful projects</p> <p>Advise students as to their strengths/skills survey results, regarding any changes to their learning styles and career interests and continue to help them make linkages between their learning and future career options</p> <p>Advise students on choosing electives and other programs that will support them with exploring their interests– pay special focus on graduation requirements and</p>	<p>OhioMeansJobs K-12</p> <p>High school course and program offerings</p> <p>High school graduation requirements and pathways to earning a diploma</p> <p>Academic and Career Pathways</p>

Grade 9

Tools and Assessments	Student Activities	School Activities	Resources
		<p>the three pathway options for earning a high school diploma</p> <p>Include embedded Career Connections Learning Strategies across all content area courses for students to continue exploring and planning (i.e., English language arts: career research paper on their career pathway of interest)</p>	

Grade 10

Tools and Assessments	Student Activities	School Activities	Resources
<p>Career Profile</p> <p>Academic and Career Pathways</p> <p>End-of-Course Exams</p> <p>Online practice tests and test prep courses (i.e., PLAN/ACT, PSAT/SAT, WorkKeys, ASVAB)</p>	<p>Revisit your OhioMeansJobs K-12 account to update your information and continue planning</p> <p>Research college admissions criteria (i.e., G.P.A., entrance exam scores, essay, interview)</p> <p>Complete Career Profile to explore the relationship between personality and career interests</p> <p>Explore electives available in 11th grade and identify options to explore interests and expand strengths/skills</p> <p>Document your reflection of career exploration activities completed (i.e., field trips, career speakers, job shadows, internships, community service and service learning)</p> <p>Begin an initial draft of your résumé and cover letter using the information you documented (i.e., contact information, education and training, experiences). You can use this later to update and submit for a job, college or scholarship.</p> <p>Explore programs available at your school where you can earn</p>	<p>Provide students with access to purposeful career exploration activities;</p> <p>Field trips to area businesses that represent in-demand career fields</p> <p>Career speakers and presentations by area professionals</p> <p>Career mentorships and school partnerships with business and industry</p> <p>Job shadows with expectations for students to identify linkages between their own learning and the workplace</p> <p>Internships (paid or unpaid) to gain work experience and workplace skills</p> <p>Community service and service learning where students have an opportunity to lead, organize and facilitate meaningful projects</p> <p>Provide students with resources and access to online practice tests and test prep courses (i.e., PLAN/ACT, PSAT/SAT, WorkKeys, ASVAB)</p>	<p>OhioMeansJobs K-12</p> <p>High school course and program offerings</p> <p>High school graduation requirements and pathways to earning a diploma</p> <p>Academic and Career Pathways</p> <p>act.org</p> <p>collegeboard.com</p>

Grade 10

Tools and Assessments	Student Activities	School Activities	Resources
	<p>credentials or certificates during high school</p> <p>Revisit and update your Academic and Career Pathways – consider how your interests and strengths may influence your long-term goals and how you can begin preparing now for your career goals by completing related education requirements.</p>	<p>Advise students as to their assessment results regarding any changes to their learning styles and career interests and continue to help them make linkages between their learning and future career options</p> <p>Advise students on choosing electives and other programs that will support them with exploring their interests– pay special focus on graduation requirements and the three pathway options for earning a high school diploma</p> <p>Include embedded Career Connections Learning Strategies across all content area courses for students to continue exploring and planning (i.e., Mathematics: creating and using algebraic equations to predict the cost of college and compare total costs across colleges)</p>	

Grade 11

Tools and Assessments	Student Activities	School Activities	Resources
<p>Career Profile Scholarship Search</p> <p>College and Postsecondary Education and Training Search</p> <p>Work Importance Locator</p> <p>Academic and Career Pathways</p> <p>End-of-Course Exams</p> <p>Online practice tests and test prep courses (i.e., PLAN/ACT,</p>	<p>Revisit your OhioMeansJobs K-12 account to update your information and continue planning</p> <p>Connect college search and majors to career interests; schedule college visits to tour campuses, meet with admissions and talk with financial aid advisors</p> <p>Construct a college and career comparison chart to evaluate your options and begin to make choices for your plans after high school</p> <p>Update the draft of your résumé and cover letter with any new experiences or accomplishments</p>	<p>Provide students with access to purposeful career exploration activities;</p> <p>Field trips to area business that represent in-demand career fields</p> <p>Career speakers/presentations by area professionals</p> <p>Career mentorships and school partnerships with business and industry</p> <p>Job shadows with expectations for students to identify linkages to their own learning and the workplace</p>	<p>OhioMeansJobs K-12</p> <p>High school course and program offerings</p> <p>High school graduation requirements and pathways to earning a diploma</p> <p>Academic and Career Pathways</p> <p>act.org</p> <p>collegeboard.com</p>

Grade 11			
Tools and Assessments	Student Activities	School Activities	Resources
PSAT/SAT, WorkKeys, ASVAB)	<p>Create a Venn diagram and synthesize your Work Importance Locator results with your strengths/skills and interests to guide your career pathway goals</p> <p>Document your reflection of career exploration activities completed (i.e., field trips, career speakers, job shadows, internships, community service and service learning, college visit, college and career fairs)</p> <p>Explore electives available in 12th grade and identify options to explore interests and expand strengths/skills</p> <p>Explore programs available at your school where you can earn credentials or certificates during high school</p>	<p>Internships (paid or unpaid) to gain work experience and workplace skills</p> <p>Community service and service learning where students have an opportunity to lead, organize and facilitate meaningful projects</p> <p>College and career fairs to begin evaluating options and college visits to inform decisions and meet with admissions and financial aid advisors</p> <p>Advise students on options to finance their postsecondary education (i.e., grants, loans, scholarships), resources needed to apply to college, military and work, and other supports necessary for their plans after high school</p> <p>Provide students with resources and access to online practice tests and test prep courses (i.e., PLAN/ACT, PSAT/SAT, WorkKeys, ASVAB)</p> <p>Advise students as to their Work Importance Locator and applicable college and career assessment results, regarding any changes to their learning styles and career interests and continue to help them make linkages between their learning and future career options</p> <p>Advise students on senior electives and programs offered where they may earn credentials, certificates or college credit</p> <p>Include embedded Career Connections Learning Strategies across all content area courses for students to continue exploring and planning (i.e., Social studies: career interviews where students</p>	

Grade 11			
Tools and Assessments	Student Activities	School Activities	Resources
		research careers and related education and training requirements, wage and outlook data for various career pathways)	

Grade 12			
Tools and Assessments	Student Activities	School Activities	Resources
<p>Learning Style Survey*</p> <p>Career Profile</p> <p>FAFSA</p> <p>Applications (work, college, military, scholarship, financial aid, etc.)</p> <p>Work Importance Locator</p> <p>Academic and Career Pathways</p> <p>End-of-Course Exams</p> <p>Online practice tests and test prep courses (i.e., PLAN/ACT, PSAT/SAT, WorkKeys, ASVAB, ACCULACER, COMPASS)</p>	<p>Revisit your OhioMeansJobs K-12 account to update your information and continue planning</p> <p>Complete applications and submit essay and career narrative as required for your plans after high school – remember to request recommendations and transcripts</p> <p>Document reflection of career exploration activities (i.e., field trips, career speakers, job shadows, internships, community service and service learning, college visits, college and career fairs)</p> <p>Update the draft of your résumé</p> <p>Compile a career portfolio that includes the documentation collected throughout high school, exemplar works, essays, your résumé and other components necessary to support your plans after high school</p>	<p>Provide students with access to purposeful career exploration activities;</p> <p>Field trips to area businesses that represent in-demand career fields</p> <p>Career speakers and presentations by area professionals</p> <p>Career mentorships and school partnerships with business and industry</p> <p>Job shadows with expectations for students to identify linkages to their own learning and the workplace</p> <p>Internships (paid or unpaid) to gain work experience and workplace skills</p> <p>Community service and service learning where students have an opportunity to lead, organize and facilitate meaningful projects</p> <p>College and career fairs to begin evaluating options and college visits to inform decisions and meet with admissions and financial aid advisors</p> <p>Advise students on options to finance their postsecondary education (i.e., grants, loans,</p>	<p>OhioMeansJobs K-12</p> <p>High school course and program offerings</p> <p>High school graduation requirements and pathways to earning a diploma</p> <p>Academic and Career Pathways</p> <p>act.org</p> <p>collegeboard.com</p> <p>fafsa.org</p>

Grade 12			
Tools and Assessments	Student Activities	School Activities	Resources
		<p>scholarships), resources needed to apply to college, military and work, and other supports necessary for their plans after high school</p> <p>Provide students with resources and access to online practice tests and test prep courses (i.e., PLAN/ACT, PSAT/SAT, WorkKeys, ASVAB)</p> <p>Advise students as to their Work Importance Locator and applicable college or career assessment results regarding any changes to their learning style and career interests and continue to help them make linkages between their learning and future career options</p> <p>Include embedded Career Connections Learning Strategies across all content area courses for students to continue exploring and planning (i.e., Science: using problem-based learning, students will explore implications of a power outage on a community and identify the organizations and jobs necessary to restore power and resolve the issues)</p>	

For Online Coursework ONLY

Appendix II: Agreement for Pursuing Online Coursework

To the **STUDENT & PARENT/Legal Guardian**:

Please read the following statements and then initial next to the statements indicating that you have read and understand the policies related to online coursework through credit flexibility. To earn credit for your course, this form must be returned to your **Educational Options Coordinator**, _____ by (date) _____, along with the completed **Educational Options Application**.

I understand and acknowledge that:

Student/ Legal Guardian (student and legal guardian must initial each statement below)

_____ I hold primary responsibility for the successful completion of this course.

_____ I am responsible for ensuring that I have met graduation requirements by established deadlines to participate in senior graduation (your school counselor can help you!).

_____ My online course does not factor into my eligibility for extracurricular activities.

_____ I am subject to the policies and procedures of the online/correspondence institution through which I am completing my coursework.

_____ I will adhere to the Academic Integrity policies of the online/correspondence school AND my current school while completing this course.

_____ I must complete the coursework both within the timeline specified by the online institution and by my current school.

_____ The grade that I earn may appear on my transcript. I have three days after completion of the course to accept/deny the final grade, which will be calculated into my grade point average (GPA).

_____ If I am unable to complete the course for any reason, I must meet with my **Educational Options Coordinator** and a **School Administrator** and **Parent/Legal Guardian** to discuss my options.

Your signature indicates that you have discussed the above statements with your parent/guardian, understand the commitment you are making, and agree to the policies listed above.

Student Signature: _____ Date: _____

To the PARENT/GUARDIAN of the student submitting this application: Please read and discuss the above policies with your student. Your signature indicates that you have read the above statements and agree to these policies.

Parent/Legal Guardian Signature: _____ Date: _____

Printed Name of Legal Guardian _____

Legal Guardians contact information:

Phone: _____

Email: _____

Address: _____

Application for Pursuing Educational Options (Credit Flexibility and Work Based Learning)

Appendix III: Application for Credit Flex and Work Based Learning (WBL)

Part A: General Information – All Applicants

Student's Name: _____	Grade: _____
School Name: _____	Date: _____
Street Address: _____	
City: _____	Zip Code: _____
Phone: _____	Student's Email: _____

Employer Information

Worksite: _____
Supervisor: _____
Address: _____
City/Zip: _____
Start Date: _____ End Date: _____

Typical Weekly Work Schedule

Day	Time of Work		Total Work Hours
	From	To	
Mon			
Tue			
Wed			
Thu			
Fri			
Sat			
Sun			
	Total		

Application for Pursuing Educational Options (Credit Flexibility and Work Based Learning)

Type of Work Based Learning (WBL) Experience

- ☐ Apprenticeship or Pre-Apprenticeship (Registered)
- ☐ Clinical
- ☐ Cooperative Education
- ☐ Internship
- ☐ Transition (Paid or Unpaid)
- ☐ Service Learning
- ☐ Employment (Paid)
- ☐ Other:

Consider this Experience for Credit Flexibility *(Please refer to your school district's local policy on credit flexibility for additional details regarding earning credit for your experience.)*

☐ Yes

☐ No

Part B: Complete for Demonstration of Proficiency or Independent Study

Content area(s) being addressed: _____	
Course Title or Test you are applying to take: _____	
Course Title you are replacing: _____	
Course Duration you are replacing: _____	
Amount of Credit you anticipate earning: _____	
Grading Criteria:	<input type="checkbox"/> Pass/Fail (Attach course description or passing grade of test to this application from the organization offering the course or test)
	<input type="checkbox"/> Grading Scale (Attach grading scale and course description)
Name of Institution offering course (if different from the school): _____	
Institutional Contact Information:	
Name: _____	Phone: _____
Email Address: _____	

Application for Pursuing Educational Options (Credit Flexibility and Work Based Learning)

Assessment Methods and Dates

Part C: Complete for Educational Options (Credit Flexibility)

Content area(s) being addressed: _____			
Why do you want to participate in an Credit Flexibility Educational Option?			
What Academic/Career Goals do you have that directly relate to the Credit Flexibility option you are applying for?			
Goal	Instructional Environment	Instructional Activities	Resources to be used or consulted to attain goal

Student's primary learning responsibilities will include:		
<u>Ohio's Learning Standards</u> <u>Ohio Career Field Technical Competencies</u> <u>(Select a Career-Field)</u> <u>OhioMeansJobs Readiness Seal Competencies</u>	Work Based Demonstration	Additional Study Demonstration

Application for Pursuing Educational Options (Credit Flexibility and Work Based Learning)

Assessment Method (project, internship, research, presentation, *work-based learning)	Assessment 1 Date:	Assessment 2 Date:	*Teacher Advisory Approval *Work site Supervisor

If work based:

Company Name: _____

Address: _____

Work Site Supervisor Name: _____

Supervisor Email: _____ Contact Number: _____

Option Duration: ☐ All Year ☐ Semester 1 ☐ Semester 2

Attach typical work schedule

Pay Rate (if applicable): \$ _____ /per hour

Amount of Credit you anticipate earning: _____

Grading Criteria: ☐ Pass/Fail (attach grading rubric*)

Application for Pursuing Educational Options (Credit Flexibility and Work Based Learning)

By signing below, I understand that I will comply with the following requirements as it applies to me:

EVERYONE

- All parties agree that the primary purpose of this employment-based experience is educational.
- The agreement will not be terminated without the knowledge of all parties concerned.
- Learning experiences and job tasks will be planned and managed utilizing this plan.
- The coordinating educator and mentor/supervisor will jointly develop and update this plan.
- The student may withdraw or transfer from a training station after providing appropriate notification when it would enhance the student's educational opportunities.
- The student will work a minimum of __ hours each week but not more than __ hours each week.
- All complaints should be addressed to and resolved by the coordinating teacher and assigned supervisor/mentor.

STUDENT (_____ NAME)

- I will uphold the policies, rules and regulations of the school and the business.
- My actions, attitudes and appearance will reflect positively on the school and the business.
- I will provide advance notification of absences to the employer and the coordinating teacher unless due to illness.
- I will attend functions that show appreciation for the employer.
- I will complete records of work experiences and submit those records as required by the school.
- My work-based activities will be chosen and completed as designated by the coordinating adults.
- I will obtain approval from the coordinating teacher before quitting or changing jobs.

PARENT/GUARDIAN

- I am responsible for the personal conduct of the student at school and work, along with the student.
- I will ensure that transportation to and from the worksite must be provided or approved.
- I will encourage my student to carry out duties and responsibilities effectively.

EMPLOYER – SUPERVISOR/MENTOR

- We will employ the student for an average of not less than __ hours a week or more than __ hours a week.
- We will assign a supervisor/mentor who will work with the coordinating teacher in developing the student's learning agreement and evaluating the student.
- We will ensure that state and federal employment and compensation regulations are followed and apply to the student.
- We will provide activities for the student to complete on the job.
- We will counsel the student about his or her progress on the job.

Application for Pursuing Educational Options (Credit Flexibility and Work Based Learning)

COORDINATING EDUCATOR

- I will periodically observe and evaluate the student's on-the-job performance.
- I will assist the student in securing an appropriate employment-based experience.
- I will work with the employer to develop this learning agreement.
- I will counsel the student about his or her progress on the job.
- I will determine the student's final grade for any credit granted.
- I will reinforce on-the-job experiences through mentorship or educational activities.
- I will fairly enforce policies, rules and regulations.

Signatures

Student:	Date:
Parent or Guardian:	Date:
Coordinating Teacher:	Date:
Work-based Learning Coordinator:	Date:
School Administrator:	Date:
Employer:	Date:

Application for Pursuing Educational Options (Credit Flexibility and Work Based Learning)

Summary of Evaluations (At Conclusion of Experience)

Demonstration of competency:		
<u>Ohio's Learning Standards</u> <u>Ohio Career Field Technical Competencies</u> <u>(Select a Career-Field)</u> <u>OhioMeansJobs Readiness Seal Competencies</u>	Level of Competency Demonstrated (0 – Not Demonstrated to 4 – Mastered)	Evaluator Comments

Appendix IV: Resources

Ohio Means Jobs Information

<http://education.ohio.gov/Topics/New-Skills-for-Youth/SuccessBound/OhioMeansJobs-Readiness-Seal>

<http://education.ohio.gov/getattachment/Topics/New-Skills-for-Youth/SuccessBound/OhioMeansJobs-Readiness-Seal/OMJ-Readiness-Seal-Validation-Form.pdf.aspx?lang=en-US>

<https://jobseeker.ohiomeansjobs.monster.com/>

<https://jobseeker.k-12.ohiomeansjobs.monster.com/seeker.aspx>

Work Based Learning

<http://education.ohio.gov/Topics/Career-Tech/Career-Connections/Work-Based-Learning>

<http://education.ohio.gov/getattachment/Topics/Career-Tech/Career-Connections/Work-Based-Learning/Ohio-Work-Based-Learning-Overview.pdf.aspx?lang=en-US>

Graduation Requirements

<http://education.ohio.gov/Topics/Ohio-s-Graduation-Requirements>

<http://education.ohio.gov/getattachment/Topics/Ohio-s-Graduation-Requirements/Graduation-Req-by-Cohort-Overview.pdf.aspx?lang=en-US>

Seals

http://education.ohio.gov/getattachment/Topics/Ohio-s-Graduation-Requirements/Graduation-2021-and-beyond_Guidance-Document.pdf

Practice:

Parent/guardian support and involvement will be an important part of the enrollment process. A parent/guardian will be required to attend the intake meeting for students less than 18 years of age. Parents will be encouraged to attend for students 18 years of age and older. Parental input will be solicited in the formation of the Student's Success Plan and Goal. Every six months the parent/guardian will be contacted by telephone, Email, or by mail to report on student progress. Parental support and involvement will be encouraged.

Focus of the Curriculum:

The ultimate focus of the SCHOOL curriculum is to assist students in earning a high school diploma and prepare students for higher education and employment opportunities.

The curriculum will be delivered through computers with the assistance of an on-site certified/licensed high school teacher and with the support of certified/licensed content teachers. All curriculum will be aligned with National and Ohio academic content standards. The Pearson Connexus Education will be the primary software utilized. Additional software will be purchased after a thorough search is conducted for the most effective software products on the market. (The Ohio Department of Education has been asked to supply the SCHOOL with names of high-quality software aligned with the Ohio academic content standards). The curriculum objective will be to identify the student's graduation requirement deficits and provide instructional content that will allow the student to complete high school graduation credits and pass the state mandated graduation tests. The SCHOOL will supply software programs that require students to complete on-line lessons at a 70% mastery level. Certified/licensed special education teachers will assist and support special education identified students as necessary. Student/teacher ratios will be maintained at the state mandated levels established by the Ohio Revised Code. Federal special education rules and sound educational practices will be strictly adhered to. The SCHOOL will allow students to become immersed not only in activities on the computer but also in the applied activities tied to the off-campus experiences in the community. A licensed school psychologist will administer necessary testing and evaluation services for special needs students including gifted students. A gifted education supervisor will oversee any student deemed to be gifted.

Dismissal Policy:

The SCHOOL shall withdraw any student who without legitimate excuse fails to participate in 72 consecutive hours of the learning opportunities available to the student. Any student who fails to participate as required will be withdrawn by the end of the fourteenth (14th) day.

The SCHOOL shall withdraw any student who without a legitimate excuse fails to adhere to the attendance policy as set forth above. The absent student will be contacted approximately once a week by staff through telephone, home visit, or written correspondence. After 14 school days of unexcused absence the student will be withdrawn. The student will be notified through written correspondence of impending withdrawal.

Home School Program

Students who have enrolled in the Eagle Learning Center have demonstrated both their interest in continuing their education and their commitment to obtaining a high school diploma. It is acknowledged, however, that situations may develop, and life events may ultimately interrupt involvement in the program. Situations include but are not limited to: student pregnancies, students with severe anxiety or medical condition like cancer, school phobia, etc. Student is deemed a Home School student by a written letter from a medical doctor or psychiatrist stating it is in the best interest of the student to be in a Home School Program.

A home school program has been designed to provide a nominal level of educational services to the affected student. This program attempts to provide continuity in the delivery of academic instruction by offering students the following educational services:

- Students will maintain access to the Eagle Learning Center's (ELC) educational software and may continue to earn graduation requirements.
- Students may continue to use the ELC classroom and computers to complete the coursework outlined in the student's individualized Student Success Plan.
- ELC licensed/certified teachers will continue to provide academic support and monitor student progress.
- ELC licensed/certified teachers will provide an assessment of student progress at the end of the school year for purposes of determining credit completion.
- Attendance hours monitored by Pearson Connexus reports

GRADUATION REQUIREMENTS

Eagle Learning Center graduation requirements adhere to the standards set by the Ohio Department of Education and the North Central Association of Colleges and Secondary Schools. A minimum of 20 credits earned in grades 9-12 shall be required for graduation from Eagle Learning Center.

Credits must include:

Language Arts - 4 credits

Mathematics - 4 credits

Health - 1/2 credit

Physical Edu. - 1/2 credit

Science (1-Biology, 1-Physical Science) - 3 credits

American History - 1/2 credit

American Government - 1/2 credit

World History - 1/2 credit

Social Studies Elec. - 1.5 credits

Electives - 5 credits (electives will include 1 credit from Fine Arts, and 1/2 credit from Personal Finance/Economics)

To the extent applicable, the SCHOOL shall comply with sections 3313.61, 3313.611, and 3313.614 of the Ohio Revised Code, except that the requirement in sections 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 SCHOOL rather than the curriculum specified in Title 33 of the Ohio Revised Code or any rules of the State Board of Education.

EXHIBIT 2:

Financial Plan

EAGLE LEARNING CENTER, INC.

A CONVERSION COMMUNITY SCHOOL

This financial plan complies with section 3314.03(A)15 of the Ohio Revised Code, which requires an estimated school budget for each year of this Contract and a total estimated per pupil expenditure amount for each such year.

School Budget:

A five-year budget detailing sources of revenue and expenditures following the Uniform School Accounting System (USAS) method of coding and account number structures will be Board approved every 6 months.

Funding

The SCHOOL'S operational budget will primarily be funded through ADM funding and related funding provided by the state, together with special education and other services, pursuant to

Section 3314.08 (G) of the Ohio Revised Code. Funding from the Ohio Charter Schools Federal Sub-Grant Program (or similar funding program, regardless of name) and federal grants will assist with allowable activities including but not limited to planning, design, marketing, acquisition of equipment and supplies, professional development, and assessment of the SCHOOL.

Audits, Financial Records: The SCHOOL will follow the operating procedures recommended by the State Auditor, including those related to the presentation, review, discussion, and approval or rejection of a line time budget and regular reports of current and encumbered expenses. Regular audits will occur. SCHOOL financial records will conform to generally accepted accounting principles as required by the accounting board and all other appropriate guidelines established by the Auditor of State.

Financial Control Policies

Annual Budget

The budget reflects the Governing Authority's priorities, values, and goals. The Governing Authority must adopt an annual budget by October 31st of each year. The School's Designated Fiscal Officer must assist the Governing Authority in adopting the annual budget.

Ohio: R.C. 3314.032.

Cross-Reference: Policy No. **1620**, Designated Fiscal Officer; Policy No. **1752**, Annual Financial Report.

Annual Financial Report

The School shall prepare and file an Annual Financial Report for each fiscal year, as required by R.C. 117.38.

The Annual Financial Report shall be prepared pursuant to generally accepted accounting principles, and shall be filed with the auditor of state, in a format prescribed by the auditor of state, no later than one hundred fifty (150) days after the close of the fiscal year. The Annual Financial Report shall be filed with the auditor of the state at "Auditor of State, Local Government Services Division, 88 East Broad Street, Columbus, Ohio 43216-1140" or "Post Office Box 1140, Columbus, Ohio 43216-1140."

The Annual Financial Report shall contain the following:

- amount of collections and receipts, and the accounts due from each source;
- amount of expenditures for each purpose;
- income of each public services industry owned or operated by the School and the cost of such ownership or operation; and

- amount of any public debt of each taxing district, the purpose for which each item of such debt was created, and the provision made for the payment thereof.

Failure to submit the annual report may result in the School being fined.

A copy of the Report shall be maintained by the School's Fiscal Agent as a public record pursuant to the adopted Schedule. At the time the Annual Financial Report is filed with the auditor of state, the Fiscal Agent shall publish notice in a local newspaper of general circulation, stating that the annual report has been prepared and is available for public inspection.

Ohio: R.C. 117.38, OAC 117-2-03.

Cross-Reference: Policy No. **1751**, Annual Budget.

School Asset Policy

The School maintains a number of assets that have been obtained from different sources. This policy ensures that all of the School's assets are properly handled and disposed of, and that the School complies with the Generally Accepted Accounting Principles, as required by the auditor of state.

Fixed Asset Policy

A "fixed asset" is defined as any asset which has a useful life of at least one (1) year and an initial cost equal to or exceeding \$5,000, regardless of whether the asset is leased or purchased.

Valuating. Fixed assets shall be recorded according to their historical cost. If the historical cost is unavailable, the fixed asset(s) shall be recorded according to their estimated historical cost, as determined by the Fiscal Agent in accordance with any applicable policies adopted by the auditor of state. Any donated fixed assets shall be recorded according to the fair market value at the time the donated item was received. All fixed assets shall be depreciated using straight-line depreciation. The estimated life for all fixed assets, for purposes of depreciation, shall be determined in accordance with the guidelines established by the Association of School Business Officials (ASBO).

Asset Records. The following information shall be maintained regarding each fixed asset:

- description of the asset;
- name of the person or entity owning title to the asset;
- classification of the asset (real property, furniture, equipment, or leased fixed asset);
- identifying information (serial number, tag number, etc.)
- date acquired and vendor from whom acquired;
- current location and use of the asset;
- purchase price of the asset and the percentage of federal government assistance;

- accumulated depreciation;
- current condition and estimated value of the asset;
- date and method of disposal of asset; and
- records produced as a result of physical inventories.

Physical Inventory. A physical inventory of all the School's assets shall be conducted at least once every year. The physical inventory serves to verify the existence and condition of all equipment. The records of the physical inventory shall be reconciled with the available asset records.

Managing Assets. Fixed assets should be maintained in working order. The School shall create and implement a system to help minimize the likelihood of theft, damage or loss of its assets. As part of this system, all fixed assets shall have a School asset sticker displayed in a conspicuous location. No items should leave the School without the prior knowledge of the Head Administrator or his/her designee. All reports of damage, loss, or theft will be investigated.

Disposing Fixed Assets. Fixed assets may be disposed of in any manner that is approved by the Governing Authority. When selling an asset, the asset must first be valued according a reasonable valuation procedure as established by the School.

Title I Asset Policy

Assets that are purchased with Title I funds and/or are provided by a federal agency are subject additional statutes and regulations. These special rules and guidelines apply in addition to the rules and guidelines of the stated above. If there is a conflict, the specific provisions of this Policy shall prevail.

Management and Disposal of Equipment Provided by a Federal Agency. All assets that are provided by a federal agency shall be titled in the name of the Federal Government and shall be maintained and disposed of according to standards set or approved by the federal agency. In accordance with 2 C.F.R. § 313(d)(4), the School maintains adequate maintenance procedures to ensure that property is kept in good condition.

Management and Disposal of Title I Real Property. All real property acquired with Title I funds shall be managed and disposed of according to the following rules and guidelines:

- the property shall be titled in the name of the School;
- the property shall only be used for such purposes that are permitted according to the terms of the grant;
- the School shall not sell, give, trade, or take any other action affecting the legal status of the title; and
- when the property is no longer being used for a permitted purpose, then it shall be disposed of in a manner indicated or otherwise approved by the agency who originally granted the funds.

Management and Disposal of Title I Equipment. All equipment acquired with Title I funds shall be managed and disposed of according to the following rules and guidelines:

- the equipment shall be used in the program or project or which it was acquired so long as needed, whether or not the project or program continues to be supported by Federal funds;

- when the equipment is no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency, with priority being given to any programs or projects currently or previously supported by the same Federal agency;
- the School shall not use the equipment to provide services for a fee;
- when acquiring replacement equipment, the School must gain the approval of the Federal agency before either using the equipment as a trade-in or selling the equipment and putting the proceeds towards the cost of replacement equipment;
- when the original or replacement equipment is no longer needed, it may be retained, sold or otherwise disposed of, subject to the requirement that if the fair market value of the equipment exceeds \$5,000, the Federal agency may have a right to a portion of the fair market value of the equipment, as determined in accordance with 34 C.F.R. 80.31. State statutes may impose additional obligations upon the sale of such property.

Federal: 34 C.F.R. 80.31, 34 C.F.R. 80.32.

Ohio: R.C. 117.09, O.A.C. 117-2-02, O.A.C. 117-2-05.

Cross-Reference: Policy No. **1757**, Duties and Responsibilities Related to Federal Grants; Policy No. **3130**, Title I Compliance.

Audit Committee

The Governing Authority shall establish and oversee the School's Audit Committee. The Audit Committee is an advisory committee that assists the Governing Authority in fulfilling the Governing Authority's financial obligations. The Audit Committee ensures that all internal and external audit functions receive appropriate oversight.

Composition

The Audit Committee must be composed of at least three members and may be composed in any of the following manners:

- all of the Governing Authority Members,
- at least three of the Governing Authority Members, or
- at least three Governing Authority Members and an outside consultant approved by the Governing Authority.

Each committee member must be financially literate. At least one member of the Audit Committee shall have expertise regarding financial reporting.

The Audit Committee's term of office shall last for one (1) year. All members of the Audit Committee shall perform their duties in good faith and in the School's best interests.

Meetings

The Audit Committee shall meet as often as necessary to address and carry out its duties and responsibilities. All Audit Committee members are expected to attend each meeting. Agendas will be prepared prior to each meeting. Minutes shall be kept for each meeting.

Duties and Responsibilities

The Audit Committee's duties and responsibilities include, but shall not be limited to, the following:

- reviewing the results of any external audit and assuring that all recommendations are given appropriate consideration;
- reviewing all annual financial reports that are filed with the auditor of state;
- periodically reviewing all other financial reports and information submitted to the Governing Authority throughout the fiscal year;
- serving as liaison to assist communications between the Governing Authority and any external auditor;
- reviewing the School's practices and procedures regarding reporting of questionable accounting or auditing matters and suspected embezzlement or other fraud; and
- reporting committee actions to the School Governing Authority with the Committee's recommendation.

All recommendations made by the Committee are subject to ultimate approval by the Governing Authority.

Purchasing and Proper Public Purpose

Only purchases that are for the benefit of the School and serve a valid and proper public purpose shall be allowed. Generally, a public purpose has for its objective the promotion of the public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants and second the primary objective of the expenditure is to further a public purpose, even if an incidental private end is advanced.

The Treasurer's office will keep a record/activity log of all approved expenditures and verify that the expenses are incurred in connection with Board-approved or school-related activities, are for the benefit of the School, and serve a valid and proper public purpose prior to disbursing public funds for payment of such expenses.

The Governing Authority wishes to ensure that all necessary supplies, equipment, and other necessary materials are obtained fairly and efficiently. Purchases up to \$2,500 must be approved by the Head Administrator and do not require the Governing Authority's approval. Purchases over \$2,500 must be approved by the Governing Authority prior to being purchased. To be approved:

- the purchase must be submitted by an authorized person;

- the purchase must not conflict with Policy No. **1450**, Ethics and Conflicts of Interest, and/or all other applicable laws that apply to all Governing Authority Members, staff members, and other representatives/
- the purchase must be solely for School use and not for any other use; which may include purchases for coffee, meals, refreshments, or other amenities (including but not limited to flowers for sick employees or relatives of employees, token retirement gifts and meritorious service awards).
- the purchase must not be already owned and cannot be obtained through other means such as joint/cooperative purchasing;
- the purchase must adequately meet the School's needs and can be properly maintained;
- the purchase may be made through a local vendor, if any kind of advantage will result; and
- the purchase, if an ongoing commitment, was renewed each year in writing.

Under no circumstances shall the School approve the purchase of alcoholic beverages regardless of whether the purchase of such beverages is made in connection with a meal.

Nothing in this Policy shall limit the right of any person to receive royalties pursuant to the purchase of a textbook that has been approved for use in the School.

Any invoices presented to the Governing Authority for approval must adhere to the following guidelines:

- all invoices must be pre-approved by the Fiscal Agent for payment prior to presentment to the Governing Authority;
- all invoices must contain a sufficient amount of detail to for the Governing Authority to assure that the goods or services were provided for School purposes; and
- the vendor requesting payment on an invoice must certify that the goods or services were provided for School purposes.

Ohio: O.A.C. 117-2-02; See *also* Auditor of State Bulletin 2003-005; 2004-002.

Cross-Reference: Policy No. **1450**, Ethics and Conflicts of Interest; Policy No. **1756**, Credit Cards; Policy No. **5452**, Reimbursement of Staff Members; Policy No. **5451**, Contracts & Leasing; Purchasing.

Credit Cards

The Governing Authority realizes that as credit card use becomes increasingly common, clear rules must be established regarding their use. Accordingly, the following Policy is establishing what constitutes an acceptable use and states the procedures for using a credit card.

“Credit card” is defined to include credit cards, business check cards, and debit cards.

As used in this policy, a "credit card account" means any bank-issued credit card account, store-issued credit card account, financial institution-issued credit card account, financial depository issued credit card account, affinity credit card account, or any other card account allowing the holder to purchase goods or services on credit or to transact with the account, and any debit or gift card account related to the receipt of grant moneys. "Credit card account" does not include a procurement card account, gasoline or telephone credit card account, or any other card account where merchant category codes are in place as a system of control for use of the card account.

Credit Card Agreements must be approved by the Head Administrator and the Management Company (if any).

The Head Administrator shall serve as the Compliance Officer for the credit card and shall review the following on a quarterly basis along with the Governing Authority: the number of cards issued, the number of active cards issued, the cards' expiration dates and credit limits. Only the Head Administrator and any employee pre-authorized by the Head Administrator to use the School's credit card may do so.

The School name must appear on the credit card and checks related to a credit card account.

Acceptable Purposes

Credit Card purchases must be limited to those purchases made for the School's benefit and for an acceptable purpose. Acceptable purposes are those that approved by the Governing Authority and include the following:

- transportation related expenses including taxi fares, mileage, fuel, parking and other transportation expenses;
- accommodation expenses;
- conference/course registration fees;
- meal purchases including gratuity up to 20%;
- vendor purchases, where the vendor refuses to accept other forms of payment;
- student trip expenses, provided the use is necessary, preapproved by the Head Administrator, and properly budgeted; and
- any other use that is deemed appropriate and acceptable by the Head Administrator.

Unacceptable Purposes

Individuals are prohibited from making unacceptable purchases. Unacceptable purchases include, but are not limited to the following:

- cash advancements/disbursements, unless approved;
- the purchase of alcoholic beverages, tobacco products, and any related gratuity;

- personal expenses not otherwise permitted under this Policy; and
- any purchases that are not approved and/or are consistent with this policy.

If any individual uses a credit card in an unacceptable purchase, the employee will be held financially responsible for paying the expenses and any interest incurred. Furthermore, any employee or other representative that makes unacceptable purchases may be subject to disciplinary action and may have his/her credit card privileges revoked. Additionally, anyone who knowingly uses a credit card account for expenses beyond those authorized by the Governing Authority is guilty of misuse of credit cards.

Additionally, the School prohibits the use of debit cards except for debit card accounts related to the receipt of grant money. If an individual uses a debit card for any other purpose, s/he shall be guilty of the criminal offense of misuse of credit cards.

Tax Exemption Forms

As a tax-exempt entity, the School does not pay State or local taxes regarding any purchase made pursuant a School purpose. All purchases on behalf of the School shall inform the merchant that the purchase is for “Official School Business” and that the purchase is tax exempt. If the merchant refuses to waive the State and local taxes, the purchaser is required to present a tax exemption form to the merchant. If the merchant still refuses to waive the State and local taxes after presenting the form, the purchase may still be made.

All authorized persons are required to carry a sufficient number of tax exemption forms so that such a form can be presented to any merchant to refuses to waive State and local taxes regarding the sale. Tax exemption forms may be obtained from the Head Administrator.

Credit Card Use Procedures

All School employees and other representatives shall strictly adhere to the following rules and guidelines.

- All requests for the use of a credit card shall be submitted, in writing, to the Head Administrator, and shall include the purpose of the request, date needed, and the date the credit card will be returned. Upon approval granted to an employee to use a credit card, the Head Administrator shall maintain a system for signing out credit cards to employees for their use and purpose for the use of the credit card.
- The employee shall be responsible for the credit card’s safe storage while the credit card is in his/her possession to avoid loss of the card and to avoid any unauthorized charges. If the card is lost or stolen, the employee shall immediately inform his/her immediate supervisor and the Head Administrator. The Head Administrator shall immediately notify the credit card company of a lost or stolen card and cancel the card. The Head Administrator shall initiate the process for having a new credit card issued.

- The employee shall make every attempt to have the State and local taxes waived regarding a purchase, include notifying the merchant that the purchase is for “Official School Business” and presenting a tax exemption form.
- The employee shall return the credit card to the Head Administrator as soon as reasonably practicable following the credit card purchases. Failure to return the credit card in a timely manner may result in the suspension or revocation of credit card privileges.
- Itemized Receipts: The employee shall request and maintain all itemized receipts and appropriate documentation regarding all purchases made with the credit card. All receipts and documentation shall be presented to the Fiscal Officer or his/her designee as soon as reasonably practicable, but not later than five (5) days after the purchase. If the receipt is not presented within this time, the employee may be held liable for payment of the purchase, the associated interest and expenses.
- If the employee is terminated, resigns, or otherwise ends employment with the School, all credit cards shall be returned immediately, and the former employee will be held liable for continued use.

Credit Card Management

The Head Administrator is responsible for storing all credit cards in a locked storage area. All credit card payments shall be made through the office of the Head Administrator. The Head Administrator shall monitor and reconcile all credit card activity each month. Credit Card activity shall be reported to and reviewed by the Governing Authority on a monthly basis. Following the Governing Authority’s review of the credit card activity, it shall sign an attestation verifying that the Governing Authority reviewed the credit card account transaction detail. The Head Administrator shall set the credit card’s maximum credit limit.

The Fiscal Officer or his/her designee annually shall file a report with the Governing Authority detailing all rewards received based on the use of the School's credit card account.

Cross-Reference: Policy No. **1755**, Purchasing; Policy No. **5452**, Reimbursement of Staff Members.

Duties and Responsibilities Related to Federal Grants

The following duties and responsibilities are imposed upon the School when seeking, obtaining, monitoring, or otherwise administering grant money, as indicated below. This Policy supplements, rather than replaces, other existing and applicable Policies.

Grant Administration

The School shall designate an assigned employee who shall be responsible for ensuring compliance with all internal control measures related to grant money. In order to ensure that grants submitted and obtained by the School are effective and properly administered, the following duties and responsibilities are placed on the assigned employee:

- the duty to monitor all applications for federal grants that have been submitted but are still pending, and to prepare a report or summary regarding the status of all outstanding grant applications, which shall be submitted at each regularly scheduled Governing Authority meeting;
- the duty to monitor the expenditures made from each federal grant and to prepare a report detailing the accumulated amount and type of expenditures made from each grant, which shall be submitted at each regularly scheduled Governing Authority meeting; and
- the duty to review each final expenditure report federal grant for accuracy and completeness, and to reconcile that final expenditure report with the School's other financial records.

The assigned employee must follow all internal control guidelines as set forth in the "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States.

In the event that an instance of noncompliance is identified by the assigned employee in an internal audit, prompt action must be taken by the School to correct such noncompliance.

Contract Procurement

When federal grant funds are used to obtain a contract for goods or services, the School shall adhere to the rules below.

- All policies and procedures established by the federal agency providing the grant are controlling, and, to the extent there is any conflict with these Policies, shall prevail.
- Contracts shall be procured through a competitive process as required by law. If a bidding process is used, the contract shall be awarded to the bid which, from the perspective of the School, is most beneficial and cost-effective.
- The School shall carefully review each contract funded with grant money to ensure that the products or services purchased are necessary.
- With respect to equipment or other materials, the School shall compare the advantages and disadvantages associated with leasing versus purchasing.
- The School shall perform a cost analysis before entering or approving any contract.
- All solicitations for products or services which shall be paid with grant money shall contain a sufficient amount of detail and information as required by federal grant regulations.
- The School shall take all necessary steps in assuring that each party it contracts with is willing, able, and intends to fulfill the contract requirements.
- The School shall accurately document each step involved in procurement of a contract involving federal grant monies. This documentation shall indicate the process in which the contracts were procured, the reason for choosing that procurement process, the reason for awarding the contract to the contracting party, an explanation for the lack of competitive bidding, if applicable, and an analysis of the cost of the contract. These records shall be made available to the public upon request.

- The School shall, to the extent reasonably possible, attempt to award contracts involving federal grant money to small businesses, as well as businesses owned or operated by women or minorities.
- All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The School shall ensure that each contract funded with grant money shall contain all necessary elements and provisions as required by the applicable federal grant regulations. Furthermore, federal regulations may require that the party awarded a contract, whether through a bidding process or otherwise, fulfill certain bonding requirements. If such bonding requirements are indicated, the School shall assure that they are carried out.

The School must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred. The School may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000, the School verifies that the vendor with whom the School intends to do business with is not excluded or disqualified.

To foster greater economy and efficiency, the School may enter into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Agreements for the Purchase of Personnel-Based Services. The School is in compliance with federal law and exempt from competitive bidding requirements for personnel-based services purchased through an agreement with an educational service center, provided the service center has met conditions imposed by Ohio law. The School shall ensure that the educational service center has met such conditions.

Contract Administration. The School shall ensure that the contracting party complies with all requirements and other provisions imposed by the contract. This duty may be delegated as necessary.

Financial Management System

The School maintains a proper financial management system in order to receive both direct and state-administered grants and to expend funds associated with a grant award under 2 C.F.R. § 200.302.

Identification

The School shall identify all federal awards received and expended and the federal programs under which they were received. Federal program and award identification must include the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

Financial Reporting

Accurate, current, and complete disclosure of the financial results of each federal award or program must be made in accordance with the financial reporting requirements. The assigned employee is responsible for managing the budget and accounts payable of the School related to grant awards.

Accounting Records

The School must maintain records which adequately identify the source and application of funds provided for federally-assisted activities. These must be supported by source documentation.

The assigned employee shall be responsible for compiling timely and accurate financial reports, subject to the review and approval of the Governing Authority. The reports must be prepared and submitted as specified by the financial reporting clause of each grant or contract award, and include monthly and cumulative expenditures, project budgets, and a balance remaining column.

Budgeting

Initial discussions regarding the budget shall begin prior to the School receiving the GAN. The School shall designate at the planning phase the parties involved in the initial budget discussions. The School shall base these early decisions on any prior year's grant award, if applicable, and make adjustments to this initial budget upon receipt of the GAN. The assigned parties shall take into account existing resources in determining the initial budget to determine if existing resources such as unused equipment could benefit the planned program.

The assigned employee reviews the items in the budget to ensure allowability. If it is determined that a cost is not allowable, then revisions to the budget must be made pursuant to this determination.

Once it is determined that all budgeted items are allowable, the budget is sent to the Governing Authority for final review and approval.

Upon receiving the GAN, the Governing Authority shall meet to discuss the initial grant budget and any adjustments which need to be made based on the GAN.

Amending the Budget

Budget revisions are required prior to obligations in an object/functions category exceeding 10% of the most current approved budget cell.

Budget Control

The School monitors its financial performance by comparing and analyzing actual results with budgeted results. The assigned employee shall prepare reports which compare actual expenditures to budgeted amounts at least quarterly.

Spending Grant Funds

The School shall follow any and all federal, state, and local requirements, including those requirements imposed by EDGAR and 2 CFR Part 200 the Uniform Administrative

Requirements, and any imposed by the award or grant itself. All costs must be adequately documented.

Direct and Indirect Costs

Determining Whether a Cost is Direct or Indirect: Direct costs are costs identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. 2 C.F.R. § 200.413(a).

Indirect costs are incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted. 2 C.F.R. § 200.56.

Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. 2 C.F.R. § 200.413(a).

The salaries of administrative and clerical staff shall be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

- Administrative or clerical services are integral to a project or activity;
- Individuals involved can be specifically identified with the project or activity;
- Such costs are explicitly included in the budget or have the prior written approval of the federal awarding agency; and
- The costs are not also recovered as indirect costs. 2 C.F.R. § 200.413(c).

Indirect Cost Rate: The School shall approve an indirect cost rate pursuant to 2 C.F.R. Part 230.

Applying the Indirect Cost Rate: Once the School has an approved indirect cost rate, the percentage is multiplied against the actual direct costs (excluding distorting items such as equipment, contracts in excess of \$25,000, pass-through funds, etc.) incurred under a particular grant to produce the dollar amount of indirect costs allowable to that award. 34 C.F.R. § 75.564; 34 C.F.R. § 76.569.

Determining Allowability of Costs

When determining how the School will spend grant funds, the assigned employee shall review the proposed cost to determine whether it is an allowable use of federal grant funds *before* obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part 200 (Subpart E). The assigned employee must consider these factors when making an allowability determination.

- **Be Necessary and Reasonable for the performance of the federal award.** A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made.

When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is generally recognized as ordinary and necessary for the operation of the School or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state and other laws and regulations; and terms and conditions of the federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the School, its employees, its students, the public at large, and the federal government.
- Whether the School significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost. 2 C.F.R. §200.404.

When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant program.
 - Whether the cost is identified in the approved budget or application.
 - Whether there is an educational benefit associated with the cost.
 - Whether the cost aligns with results and findings from a needs assessment.
 - Whether the cost addresses program goals and objectives and is based on program data.
- **Allocable to the federal award.** A cost is allocable to the federal award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefit received. This means that the federal grant program derived a benefit in proportion to the funds charged to the program. 2 C.F.R. §200.405.
 - **Consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the School.**
 - **Conform to any limitations or exclusions set forth as cost principles in the terms and conditions of the federal award.**
 - **Consistent treatment of costs for same purpose in like circumstances.**
 - **Adequately documented.**
 - **Be determined in accordance with general accepted accounting principles (GAAP).**
 - **Not included as a match or cost-share, unless the specific federal program authorizes federal costs to be treated as such.**
 - **Be the net of all applicable credits.** 2 C.F.R. §200.406.
 - **Consider all state and local requirements related to items not addressed by federal rules, such as mileage, hotel points, etc.**

Additionally, employees must consult federal, State and School requirements when spending federal funds.

Compensation for Personal Services-Time and Effort Policy

In accordance with this policy, all employees whose compensation is paid, in full or in part, with Federal funds or whose compensation is used as matching funds on a federally funded grant program must maintain time distribution records in accordance with these established criteria. Employees must provide the information required on a timely basis and in accordance with these procedures. Time distribution records must be maintained to prevent disallowance of salary and wages charged to Federal grants. Federal Uniform Grant Guidance, 2 CFR Part 200.430

Definitions

Cost Objective: A program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of the processes, products, jobs, capital projects, etc. See §200.28 Uniform Grant Guidance.

Employee Compensation: All amounts paid to an employee for services rendered during the award period. Compensation includes salaries, fringe benefits, stipends, bonuses and payments made under supplemental contracts.

Multiple Cost Objectives Employees: An employee is considered to work on multiple cost objectives if he or she works on:

- More than one Federal award;
- A Federal award and a non-Federal award;
- An indirect cost activity and a direct cost activity;
- Two or more indirect activities which are allocated using different allocation bases;
- An unallowable activity and a direct or indirect cost activity; or
- More than one activity within a Federal award that is separately tracked by the School.

Personnel Activity Report (PAR): A document certifying that the amount of time a multiple cost objective employee spends on each cost objective. The PAR must reflect an after-the-fact distribution of the activities performed; account for the total activity for which the employee is compensated; is prepared at least monthly; coincides with one or more pay periods; and must be signed by the employee.

Semi-Annual Certification: A document certifying that a single cost objective employee worked solely on one cost objective. The certification must be prepared at least every six months and must be signed by the employee or supervisory official having first-hand knowledge of the work performed by the employee.

Procedure

All employees paid with Federal funds must complete the appropriate time and effort records. These procedures also apply to employees paid with non-Federal funds that are used as a match (or in-kind contribution) in a Federal program.

Single Cost Objective Employees

An employee who works on a single cost objective must complete a semi-annual certification that indicates the employee worked solely on that cost objective for the period covered by the certification. The certification must be prepared at least every six months. Either the employee or a supervisor with first-hand knowledge of the work performed by the employee must sign and date the semi-annual certification.

A semi-annual certification must:

- Be executed after the work has been completed;
- State that the employee worked solely on activities related to a particular cost objective;
- Name the employee and the employee's position;
- Identify the single cost objective;
- Specify the reporting period;
- Be signed by the employee or a supervisor with first-hand knowledge of the work performed; and
- Be dated.

Multiple Cost Objective Employees

Employees working on multiple cost objectives must maintain Personnel Activity Reports (PARs) or equivalent documentation indicating the amount of time spent on each cost objective for the period covered by the PAR or equivalent documentation. The PAR or equivalent documentation must be prepared at least every month. The employee must sign and date the PAR or equivalent documentation.

A PAR or equivalent documentation must:

- Be executed after the work has been completed (projections of how an employee is expected to work or position descriptions are not sufficient);
- Account for the total activity for which each employee is compensated, including part-time schedules or overtime (total activity means all of the time an employee works, not just the amount of time worked on a Federal program) as well as any holiday, sick, and vacation time utilized;
- Name the employee and the employee's position;
- Identify all cost objectives including federal program name and CFDA # being worked upon;
- Specify the reporting period;
- Be prepared at least monthly and coincide with one or more pay periods;
- Be signed by the employee (unlike a semi-annual certification a supervisor's signature is not sufficient); and
- Be dated after the fact (when the work has been completed).

The PAR must be supported with documentation of actual effort, not estimates. Supporting documentation could be a work calendar, work product, time log, or class schedules. All multiple cost objective employees must complete the PAR.

Supplemental Contracts

If an employee works overtime, that time must be reflected in the employee's time and effort record. If, however, an employee works in two distinct positions the employee may maintain separate time and effort records for each position.

Stipends

Employees may receive compensation in the form of stipends to participate in activities such as professional development. Employees receiving such stipends for School sponsored activities may satisfy time and effort records by signing the sign-in and sign-out sheets provided at the activity.

Reconciliation

Employee compensation costs shall be charged to Federal programs based on budget estimates that reasonably approximate how an employee will work during the year. The School will reconcile payroll charged as compared to the effort incurred in each employee's time and effort records at least quarterly.

If the School identifies a variance between how an employee's compensation was charged and how the employee actually worked, it will adjust its payroll charges so that the amount charged to Federal funds reflects the employee's actual time and effort. This shall be adjusted annually if an identified variance is less than 10%, or at least quarterly if an identified variance is 10% or more. The School will determine if the variance is an anomaly or if an amendment to the existing approved budget is required.

In-Kind Contributions and Matching

Employees who are paid with non-Federal funds used to meet a Federal match requirement must comply with the time distribution reporting requirements.

Employees paid with matching funds who work on multiple cost objectives must complete a personnel activity report.

Document Retention

Time and effort records including any employee supporting documentation must be maintained for a period of at least five (5) years.

Federal Cash Management Policy/Procedures

The School will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the School, in accordance with the Cash Management Improvement Act at 31 CFR Part 205.

If the School receives an advance in federal grant funds, the School will remit interest earned on the advanced payment quarterly to the federal agency, as provided for under 2 CFR § 200.305(b)(9).

Payment Methods

Reimbursements: The School will initially charge federal grant expenditures to nonfederal funds.

The School Assigned employee will request reimbursement for actual expenditures incurred under the federal grants. All reimbursement requests must in writing and signed by the person requesting reimbursement. The Assigned employee has the right to request

additional documentation from the party requesting reimbursement prior to submitting any request. All reimbursements are based on actual disbursements, not on obligations.

Consistent with state and federal requirements, the School will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Department of Education review upon request.

Reimbursements of actual expenditures do not require interest calculations.

Advances: To the extent the School receives advance payments of federal grant funds; the School will strive to expend the federal funds on allowable expenditures as expeditiously as possible. Specifically, all drawn downs of federal funds must be expended within 72 hours of receipt.

Cash advances are limited to the immediate cash needs associated with the grant and all advances must be prorated to meet immediate cash needs.

The School will hold federal advance payments in interest-bearing accounts, unless an allowable exception applies. The School will begin to calculate interest earned on cash balances once funds are deposited into the School's account.

Interest will be calculated quarterly. Total federal grant cash balances will be calculated on cash balances per grant and applying the School's interest rate. Within 30 days of the end of the quarter, the School will remit interest earned on U.S. Department of Education grants. The School may retain up to \$500 of interest earned per year.

Timely Obligation of Funds

Obligations are orders placed for property and services, contracts and sub awards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

If the obligation is for:	The obligation is made:
Acquisition of property	On the date which the School makes a binding written commitment to acquire the property
Personal services by an employee of the School	When the services are performed
Personal services by a contractor who is not an employee of the School	On the date which the School makes a binding written commitment to obtain the services
Public utility services	When the School receives the services
Travel	When the travel is taken
Rental of property	When the School uses the property
A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 CFR part 200, Subpart E-Cost Principles.	On the first day of the project period.

Period of Performance of Federal Funds

All obligations must occur on or between the beginning and ending dates of the grant project (“the period of performance”).

Regardless of the period of availability, the School must liquidate all obligations incurred under the award not later than 90 days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of availability or liquidated within the appropriate timeframe are said to lapse and must be returned to the awarding agency.

Carryover

State-Administered Grants: The Tydings Amendment extends the period of availability and permits recipients to “carryover” any funds left over at the end of the initial 15 month period for an additional 12 months. The Assigned employee is responsible for tracking carryover and creating a carryover reporting sheet annually.

Direct Grants: School is authorized to extend a direct grant automatically for one 12-month period. The School must provide written notice of extension to the federal awarding agency at least 10 calendar days before the end of the period of performance specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. The written notice must provide the reasons for the extension as well as the revised period of performance. Any proposed notice for extension must be approved by the Governing Authority at least 30 days’ prior to the end of the period of performance.

The School will seek prior approval from the federal agency when the extension will not be contrary to federal statute, regulation or grant conditions and:

The terms and conditions of the Federal award prohibit the extension;

- The extension requires additional Federal funds; or
- The extension involves any change in the approved objectives or scope of the project.

Conflict of Interest Requirements

Standards of Conduct

In accordance with 2 C.F.R. § 200.18(c)(1), the School maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the School may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value.

Any conflict of interest shall be immediately reported to the Assigned employee or the Governing Authority. In the event of a conflict of interest, the officer, employee, or agent involved shall be immediately removed from the contract procurement transaction, which removal shall be documented.

The School shall disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable policies and laws. The annual audit must also include a description of all conflicts which arose throughout the year.

The School must disclose, in a timely manner, any federal criminal law violation involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Disciplinary Actions

Any individual who violates the standards of conduct shall be disciplined in accordance with the School's employee discipline policies.

Record Keeping

Record Retention

The School maintains all records that fully show: (1) the amount of funds under the grant or subgrant; (2) how those funds are used; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. The School also maintains records of significant project experiences and results. These records and accounts must be retained and made available for programmatic or financial audit.

Collection and Transmission of Records

Records shall be collected and transmitted in accordance with 2 C.F.R. §200.336.

Access to Records

The School provides the awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives the right of access to any documents, papers, or other records of the School which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the School's personnel for the purpose of interview and discussion related to such documents.

Privacy

The School shall take reasonable measures to safeguard protected personally identifiable information and other information that the awarding agency or pass-through entity

designates as sensitive in accordance with all federal, state, and local laws regarding privacy and obligations of confidentiality.

Cross-Reference: Policy No. **1753**, School Asset Policy.

Insurance Coverage

The Governing Authority shall purchase and maintain, using school funds, an insurance policy or policies sufficient to protect the School from major financial liability and loss. The duty to administer the insurance policy(s) shall be delegated by the Governing Authority to the Fiscal Agent, the Head Administrator, the Treasurer, or the Management Company.

Adequate insurance coverage shall include, but shall not be limited to, the following areas:

- property loss insurance coverage for all School buildings and their contents;
- comprehensive bodily injury and property damage coverage for all School-owned motor vehicles;
- any necessary specialty insurance coverage for equipment not adequately covered by existing insurance policies;
- worker's compensation coverage;
- employee insurance coverage as required by the Sponsor Contract or Governing Authority directive;
- professional liability insurance coverage for all Governing Authority Members and officers; and
- any additional insurance required pursuant to the Sponsor Contract.

Crowdfunding

Crowdfunding is a method of raising funds for a project or venture by soliciting voluntary contributions from the public or smaller community via the internet or social media platforms. The purpose of this policy is to regulate the use of crowdfunding campaigns by School employees for the benefit of the School's students, employees, facilities, and programs.

School employees may not engage in crowdfunding campaigns without prior written authorization from the Head Administrator or designee. This policy does not apply to private fundraising engaged in by employees for campaigns unrelated to the individual's employment with the School.

The Head Administrator shall prepare a list of approved crowdfunding services or websites, and only those services or websites approved by the Head Administrator may be used by School employees.¹ None of the designated services or websites may permit donations to be sent to the staff member; donations must go directly to the School.

¹ The Head Administrator or designee shall determine, with the assistance of legal counsel if necessary, whether the utilization of a crowdfunding site obligates the School to file government-required reports of charitable activities.

Employee crowdfunding proposals submitted to the Head Administrator or designee for prior approval must clearly identify the purpose of the fundraising and state all the information that will be communicated to potential donors. The Head Administrator or designee will ensure the campaign proposal complies with state and federal law (including, but not limited to, Title IX and laws governing the confidentiality of student information), as well as the Governing Authority's policies and rules. Only proposals that comport with the School's needs, educational philosophy, and technical infrastructure will be approved.

Crowdfunding proposals may not:

- contravene the mission or undermine the authority of the School;
- Option 1: use student images, names, or other personally identifiable without the express written permission of the parent; Option 2: utilize the image of any student or group of students;
- be used to obtain resources or materials that are required to provide a student's free appropriate public education, as defined by law;
- permit donations to go directly to an individual staff member or any entity other than the School.

Financial oversight of crowdfunding donations falls under the responsibility of the Treasurer. All fundraising must be done in the name of the School (not an individual staff member, club, etc.). All donations shall be the property of School. The Treasurer shall collect and deposit all cash donations into School bank accounts and record all in-kind donations in the School's inventory.

All donations must be approved by the Governing Authority before disbursement and must be used for the purpose stated in the crowdfunding proposal, as communicated to donors.

EXHIBIT 3:

Governance and Administrative Plan

EAGLE LEARNING CENTER, INC

A CONVERSION COMMUNITY SCHOOL

Governing Authority:

The governing authority of the SCHOOL shall be the Eagle Learning Center, Inc. Board of Directors ("Board of Directors").

The Board of Directors shall be responsible for:

- Helping create, approve and monitor the School's annual budget developing policies to guide the operation of the School
- Securing funding for the School
- Maintaining a commitment to the vision, mission and belief statements of the SCHOOL and the children it serves

Conflicts of Interest: The Board of Directors and the SCHOOL's officials shall comply with Chapter 102 of the Ohio Revised Code (the Ohio Ethics Law) and Section 2921.42 of the Ohio Revised Code (relating to unlawful interest in a public contract), except as otherwise permitted by law. No part of the earning of the SCHOOL shall inure to the benefit of, or be distributable to the SCHOOL's members, trustees, officers, or other private persons except that the SCHOOL may provide reasonable compensation for services rendered and make payments and distributions in furtherance of the SCHOOL's purposes.

Fiscal Officer:

The Board of Directors shall acquire the services of a qualified fiscal officer. The SPONSOR may by agreement with the SCHOOL, serve as the fiscal agent of the SCHOOL, in which case SPONSOR shall provide the services of a qualified individual who, as an employee or contractor of SPONSOR, shall serve as the SCHOOL's fiscal officer. In the event that the person designated by SPONSOR to provide such services is also SPONSOR's treasurer, such individual shall serve the SCHOOL in his/her official capacity as SPONSOR's Treasurer.

Superintendent:

The Board of Directors shall acquire the services of a qualified Superintendent with the responsibility of ensuring the day to day operation of the district are complying and meet the expectations and assurances of the SPONSOR and the SCHOOL. This individual will have the responsibility of ensuring compliance with all Ohio Department of Education requirements related to conversion schools. The Superintendent shall also serve as a liaison between the SCHOOL and the SPONSOR, and well as between the SCHOOL and its contractors.

School Management:

The SCHOOL will secure the services of Executive Director with primary responsibility for day to day operations of the SCHOOL. The Executive Director shall oversee and coordinate the daily operation and management of the SCHOOL and shall be responsible to the Superintendent and the Board of Directors.

*Superintendent/Executive Director position could be filled by the same person.

Employees:

Employees of the SCHOOL, if any, shall be governed by the personnel policies adopted by the SCHOOL's Board of Directors except as otherwise provided in Section 3314.10 of the Ohio Revised Code.

Employee Health and Other Benefits:

The SCHOOL may provide health and other benefits to SCHOOL Employees per individual contracts.

Sick leave accrued as a SPONSOR employee may be utilized by that employee in the SCHOOL in accordance with Section 3314.10 of the Ohio Revised Code.

Disposition of Employees If Contract Not Renewed:

In the event this Contract is terminated or not renewed pursuant to Section 3314.07 of the Ohio Revised Code, and the SCHOOL is unable or unwilling to continue operations with another sponsor, the SCHOOL shall have no further contractual obligation to employees, except as may be otherwise provided in the individual contract of employment. The SPONSOR shall reemploy former employees who are within the three year leave of absence period prescribed by Section 3314.10 of the Ohio Revised Code. Otherwise, reasonable efforts will be made to out place the SCHOOL's employees. However, nothing in this paragraph shall be construed as creating an expectancy of continued employment by the SCHOOL or the SPONSOR.

Resolution of Disputes between the SCHOOL and the SPONSOR:

If, through the informal processes of discussion and negotiation, officials of the SCHOOL and the SPONSOR are unable to resolve difference arising from the operation of the SCHOOL or the interpretation of the Contract, either party may request the services of a mediator appointed by the Federal Mediation and Conciliation Service (FMCS) in accordance with its regular procedures. If, sixty (60) days after the mediation process in commenced, the parties are still unable to reach agreement, the parties may, by mutual consent, proceed to binding arbitration of the dispute. Such arbitration shall be conducted by and arbitrator mutually jointly selected by the parties or, if unable to agree on such selection, by an arbitrator appointed by the FMCS in accordance with its regular procedures. Any fees required by the FMCS or the arbitrator shall be borne by the parties equally; otherwise, each party shall bear its own costs. If the parties, after the failure of the mediation process described above, do not mutually agree to proceed to binding arbitration, each shall then be left to whatever legal remedies may exist under law.

EXHIBIT 4:

Assessment and Accountability Plan

EAGLE LEARNING CENTER, INC.

A CONVERSION COMMUNITY SCHOOL

Student Assessment:

Student assessment is monitored primarily by the individual student achievement and advancement through the Pearson Connexus Education on-line curriculum by passing individual course modules and ultimately passing final exam and earning credits for the courses. Our site staff monitors process daily. The goal is to motivate and support each individual student to advance through courses necessary for high school graduation.

Student assessment is also measured by students taking and passing all sections of the End of Course test/exams (EOC), which is a necessary component for high school graduation. All

appropriate aged students will take the EOCs on the dates established by the Ohio Department of Education in conjunction with the SCHOOL testing schedule.

Fiscal Accountability:

Auditor reports, periodic cash flow statements, and other relevant reports will be presented to The Board of Directors to provide on-going monitoring in cooperation with the SCHOOL's Fiscal Officer and made available to the public upon request.

Annual Report:

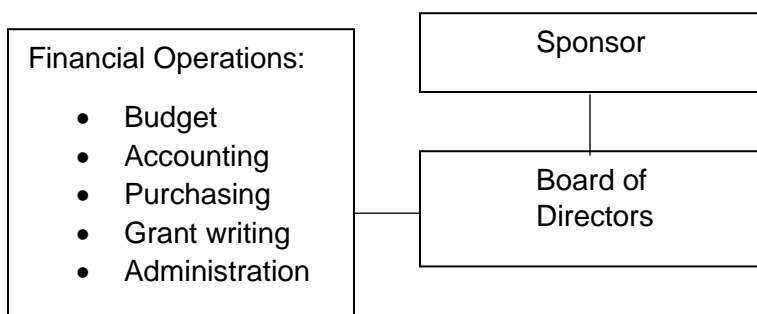
The SCHOOL will submit within four (4) months after the end of each school year a report outlining its activities and progress in meeting the goals and standards of Section 3314.03 (A)(3) and (4) of the Ohio Revised Code and its financial status to the SPONSOR and the parents of all students enrolled in the SCHOOL.

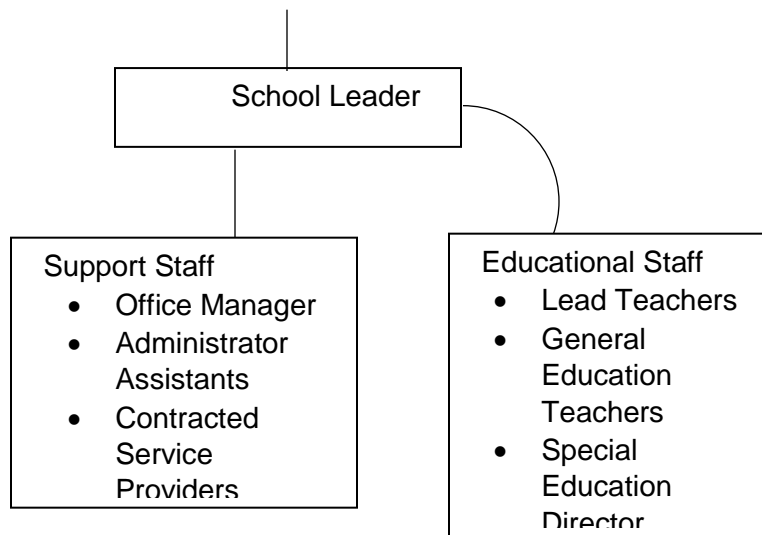
Organizational:

The SPONSOR of Eagle Learning Center is the oversight body of the SCHOOL.

The Board of Directors is responsible to the Ohio Department of Education for compliance with the terms and conditions of the community school contract. The Board of Directors is the policy-making body of the SCHOOL and is statutorily responsible for the administration of the SCHOOL.

An organizational chart describing the relationship follows:





Code of Regulations of Eagle Learning Center

ARTICLE I

BOARD MEMBERS

Section 1.01 Meetings

- a) An annual meeting of the Members for the election of directors, for the consideration of any reports and for the transaction of such other business as may be brought before the meeting, shall be held on such date as may be designated by the Board of Directors. If the annual meeting is not held or if directors are not elected at the meeting, the directors may be elected at any special meeting called and held for that purpose.
- b) A special meeting of the Members may be called (i) by the President of (ii) by a majority of the Board

Section 1.02 – Notice of Meetings

Any meeting which is called pursuant to section 1.01 (b) shall be called on a date and time for which a meeting of the Board has been scheduled. Notice of any special meeting of the Board shall be given in the manner customary for all meetings. Except as otherwise required by the laws of the State of Ohio, notice of a meeting shall be posted in location designated by the Board.

Section 1.03 – Place of Meetings

The annual and all other meetings of the Board shall be held at such places as designated by the Board. If another place has not been designated by the Board, all meetings shall be held at the Eagle Learning Center building.

Section 1.04 – Quorum and Manner of Acting at Meetings

The presence of a quorum of the Board of Directors is legally required to conduct its regular business affairs. A simple majority shall constitute a quorum for the transaction of business at a meeting of the Board. The Board may conduct meetings and take actions in connection with the Eagle Learning Center in any manner which is permissible under Ohio Law.

ARTICLE II

BOARD OF DIRECTORS

Section 2.01 – General Powers

Except where the law, the Articles of Incorporation (“Articles”), of this Code requires that action be otherwise authorized or taken, all of the authority of the Eagle Learning Center shall be exercised by or under the direction of the Board.

The governing authority of the SCHOOL shall be the Eagle Learning Center, Inc. Board of Directors (“Board of Directors”), which shall have five voting members. The majority of the Board of Directors may be elected or appointed public officials or public sector employees who have a professional interest in furthering the establishment and operation of SCHOOL. The Board of Directors may also include one or more parents and community civic leaders. The Board of Directors shall be responsible for carrying out the provisions of the Contract. A member of the Board of Directors may serve two consecutive four-year terms or eight years, whichever is greater. If a member chooses to leave the Board of Directors, or a term limit is up, the remaining members will choose a new member, within 30 calendar days.

Section 2.02 – Number and Election

A majority of the Board member shall be elected or appointed public officials or public sector employees who have professional interest in furthering the objectives of the Board in the establishment and operation of the Eagle Learning Center. The Board may have the following persons as voting members:

- a) Four persons who currently are neither officers, nor employees of the “Sponsor”, but who are public officials or Oregon residents who have an interest in further the objectives of the establishment and operation of the Eagle Learning Center.

- b) One person who is a civic leader in the community served by the community school to be operated by the Eagle Learning Center.

Section 2.03 – Term of Office

Each member shall hold office until the next annual meeting of the Board, or until the Member's successor is elected, or until the Member's earlier resignation, removal from office, or death.

Section 2.04 – Meetings

- a) An annual meeting of the Board for the election of officers, for the consideration of reports and for such other business as may be brought before the meeting shall be held immediately following the annual organizational meeting of the Board of Directors (convened pursuant to section 3313.14 of the Ohio Revise Code) or on such other date as may be specified by the Board.
- b) Regular meetings of the Board may be held at such periodic intervals between annual meetings and at such time as the Board may specify.

Section 2.05 – Place of Meeting

Unless otherwise required by the laws of the State of Ohio, meetings of the Board may be held at any place within or without the state. If no designation is made, the place of meeting shall be the Eagle Learning Center building in the State of Ohio. Except as otherwise required by the laws of the State of Ohio, meetings of the Board may be held through any communications equipment if all persons participating can hear each other and participation in a meeting pursuant to this Section 2.05 shall constitute presence at such meeting.

Section 2.06 – Notice of Meeting

- a) Unless otherwise required by the laws of the State of Ohio, written notice of the time and place of each meeting of the Board shall be given to each Member either by personal delivery or by U.S. mail, electronic mail, or phone call at least (3) days before the meeting, which notice need not specify the purposes of the meeting.
- b) Each Member shall furnish the President, or the Secretary with a telephone number for receipt of telecopy's, an electronic mail address for receipt of electronic mail and/or a U.S. Postal address to which notices of meetings and other notices or correspondence may be addressed. Each Member may specify in writing which forms of notice are preferred.

Section 2.07 – Quorum and Manner of Action

- a) A majority of the Board shall constitute a quorum for a meeting of the Members.

- b) In the absence of a quorum at any meeting of the Board, a majority of those present may adjourn the meeting from time to time until a quorum shall be present and notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.
- c) The act of a majority of the Members present at a meeting at which a quorum is present is the act of the Board, unless the act of a greater number is required by the Articles or this Code.

Section 2.08 – Action by Board of Directors Without Meeting

- a) To the extent permitted by Ohio law, no actions may be taken by a Board Member without the formal vote of the Board. The concerns of individual members need to be shared with the President.
- b) Any writing shall be filed with or entered upon the records of Eagle Learning Center.

Section 2.09 – Resignations

- a) Any Member may resign at any time by giving written notice to the President, the Secretary, or the Board as a whole.
- b) A resignation shall take effect immediately or at such other time as the Board President may specify, and unless otherwise specified therein, shall become effective upon delivery. Acceptance of any resignation shall not be necessary to make it effective unless so specified in the resignation.

Section 2.10 – Removal

- a) Any Member may be removed, with or without cause, at any time by a majority vote of the Board.
- b) Any vacancy in the number of Members by reason of this section may be filled solely by the majority vote of the Board.

Section 2.11 – Ex Officio and Non-voting Members

- a) The President may appoint one or more additional persons ex officio Members.
- b) Each ex officio Member shall be entitled to notice, to be present in person, to present matters for consideration and to take part in consideration of any business by the Board at any meeting of the Board, but such ex officio Members shall not be considered for quorum purposed and shall have no vote.

ARTICLE III

OFFICERS

Section 3.01 – Officers

- a) The officers and the Eagle Learning Center shall consist of President, Vice President, and a Secretary.

Section 3.02 – Appointment and Term of Office

- a) The officers of the Eagle Learning Center shall be appointed from time to time by the Board as it shall determine.
- b) Each officer shall hold office until a successor is appointed.

Section 3.03 – Registration

- a) Any officer may resign at any time by giving written notice to the President or the Secretary.
- b) A resignation shall take effect immediately or at such other time as the resignation may specify, and unless otherwise specified therein, shall become effective upon delivery. Acceptance of any resignation shall not be necessary to make it effective unless so specified in the resignation.

Section 3.04 – Removal

- a) Any officer or assistant officer may be removed, with or without cause, at any time by the affirmative vote of the majority of the Members.
- b) Any vacancy by reason of this section may be filled at the same meeting of the Board.

Section 3.04 – Duties of Officers

- a) The President shall preside at all meetings of the Board.
- b) Each of the President, the Vice President, the Secretary or a designee of the Board shall have the authority jointly or severally to sign, execute and deliver in the name of the Eagle Learning Center any deed, mortgage, bond, instrument, agreement or other document evidencing any transaction authorized by the Board, except where the signing or execution thereof shall have been expressly delegated to another office or person on the Eagle Learning Center's behalf.

ARTICLE IV

AMENDMENT

Section 4.01 – Amendment

This Code may be amended from time to time by the Board.



Eagle Learning Center

Learning Recovery & Extended Learning Plan

District Name:	Oregon Eagle Learning Center
District Address:	3220 Navarre Ave. Suite 2&3 Oregon, Ohio 43616
District Contact:	Joe Wasserman, Director/Superintendent
District IRN:	008289

On February 9, 2021, Governor DeWine asked schools and districts to work with their communities and educational stakeholders to help students continue to advance academically and to make up for any learning that may have been lost or delayed due to the coronavirus pandemic and related disruptions.

“This once-in-a-lifetime pandemic has impacted all of us, so it should be no surprise that it has impacted our children. But we should not panic, nor should we be surprised by the results of assessments,” said Governor DeWine. “Instead, we should do what Ohioans have always done when facing a challenge – stay calm, roll up our sleeves, and work to solve the problem.”

Governor DeWine has requested that schools and districts design plans that address learning recovery and extended learning opportunities to meet the needs of students that could include, but are not limited to, extending the current school year, beginning the new year early, extending the school day or instituting summer programs, tutoring, remote options, and other remedial or supplemental activities.

Plans should address, but are not limited to, the following key components:

- **Impacted Students:** How will schools and districts identify which students have been most impacted by the pandemic in terms of their learning progress (with a focus on the most vulnerable student populations)?
- **Needs Assessment:** How will schools and districts identify the needs of those students?
- **Resources and Budget:** What resources are available to address those needs? Generally, what is the budget for the plan?
- **Approaches:** What approaches can best be deployed to address those needs? (This may include approaches such as ending the school year later than scheduled, beginning the new year early, extending the school day, summer programs, tutoring, and remote options.)
- **Partnerships:** Which local and regional partners (such as Educational Service Centers, Information Technology Centers, libraries, museums, after-school programs, or civic organizations) can schools and districts engage in supporting student needs?



Eagle Learning Center

- **Alignment:** How can this plan reinforce and align to other district or school plans? This may include but is not limited to Student Wellness and Success Fund plans, remote learning plans, improvement plans, CCIP-related plans, graduation plans.

Each district or school should consider its unique needs and issues and prepare its plan in a way that responds appropriately and leverages the assets of its unique partners including their Educational Service Center and other regional and community-based partners. Each district or school should consider a wide range of representation and voices from district and community stakeholders in planning for learning recovery and extended learning opportunities.

The governor asked schools and districts to provide their plans to the public and General Assembly no later than April 1.

This template has been designed to assist districts in meeting and exceeding this requirement and in supporting their long-term instructional planning efforts. Please refer to the [Planning Support Document](#) at the end of this template for guiding questions and resources.

Questions, comments and concerns can be emailed to: ExtendedLearning@education.ohio.gov

[ODE's Planning for Extended Learning FAQ's](#)

Identifying Academic Needs		
Impacted Students:	<i>How will schools/districts identify which students have been most impacted by the pandemic in terms of their learning progress (with a focus on the most vulnerable student populations including but not limited to disengaged students)?</i>	
Considerations: <ul style="list-style-type: none"> - Resources (Existing and Needed) - Partnerships (Local/Regional, ESC, ITC, libraries, museums, after-school programs, civic organizations, etc.) - Alignment (Other District/School Plans, Wellness and Success plans, remote learning plans, improvement plans, CCIP-related plans, graduation plans, student success plans, etc.) <ul style="list-style-type: none"> - Alignment with current OIP five-step processes (1-Identify Critical Needs, 2-Research and Select Evidence-Based Strategies, 3-Plan for Implementation, 4-Implement and Monitor, 5-Examine, Reflect, Adjust) - Core Questions to Consider: <ul style="list-style-type: none"> - What do students need to know? - How do we know if they've learned it? 		Budget



Eagle Learning Center

<ul style="list-style-type: none"> - How do we intervene for those students who have not learned it? - How do extend other opportunities for those who have learned it? 		
Spring 2021	As a DORP community school our students need to earn their high school diploma. Therefore, the ELC staff will continue to monitor each student's running transcript regarding their credits (earned/needed), plus their End of Course tests status. The ELC will administer the EOC Tests April 12-30,2021. We will also utilize the Star Renaissance pre/post Reading/Math assessments to track their progress.	No Change in costs.
Summer 2021	Summer school will be available to all ELC full-time, credit recovery and credit advance students both on-line and in person June, July and August. The plan would be to have staff on site Tuesday, Wednesday, and Thursday each week to assist the students.	Approx. cost \$5000
2021 - 2022	The ELC hopes to hire a Reading Specialist plus apply to have the 22+ Program added to our school.	Approx. cost \$25,000.



Eagle Learning Center

2022 - 2023	Evaluate the aforementioned and make necessary adjustments	TBD.
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Approaches to Address Academic Gap Filling		
Approaches & Removing/Overcoming Barriers	<p><i>What approaches will schools/districts use to fill learning needs identified above?</i></p> <p><i>What steps will be taken to remove/overcome barriers that may be associated with the “Gap Filling Approaches” (transportation to tutoring, no data to track/identify specific student needs, funding concerns to support approaches, etc.)?</i></p>	
Considerations: <ul style="list-style-type: none"> - Resources (Existing and Needed) - Partnerships (Local/Regional, ESC, ITC, libraries, museums, after-school programs, civic organizations, etc.) - Alignment (Other District/School Plans, Wellness and Success plans, remote learning plans, improvement plans, CCIP-related plans, graduation plans, student success plans, etc.) <ul style="list-style-type: none"> - Alignment with current OIP five-step processes (1-Identify Critical Needs, 2-Research and Select Evidence-Based Strategies, 3-Plan for Implementation, 4-Implement and Monitor, 5-Examine, Reflect, Adjust) - Core Questions to Consider: <ul style="list-style-type: none"> - What do students need to know? - How do we know if they’ve learned it? - How do we intervene for those students who have not learned it? - How do extend other opportunities for those who have learned it? 		Budget
Spring 2021	Continue to offer on-line learning opportunities with GradPoint for high school	No change at this time.



Eagle Learning Center

	credits. Utilize the ELC staff to tutor and counsel the students enrolled. Use ELC Student Wellness funds for counseling c support plus Dreams/Visions Presentations.	
Summer 2021	Summer school classroom lab open Tuesday, Wednesday, Thursday from 9am-1pm.	Approx. cost \$5000
2021 - 2022	Reading Specialist, 22+ Program, Student Counseling provided.	Approx. cost \$25,000.
2022 - 2023	Evaluate and modify as needed.	TBD.



Eagle Learning Center

Approaches to Identify Social & Emotional Needs		
Impacted Students:	<i>How will schools/districts identify which students have been most impacted by the pandemic in terms of their social/emotional needs (with a focus on the most vulnerable student populations including but not limited to disengaged students)?</i>	
Considerations: <ul style="list-style-type: none"> - Resources (Existing and Needed) - Partnerships (Local/Regional, ESC, ITC, libraries, museums, after-school programs, civic organizations, etc.) - Alignment (Other District/School Plans, Wellness and Success plans, remote learning plans, improvement plans, OIP, CCIP-related plans, graduation plans, student success plans, etc.) 		Budget
Spring 2021	Student counseling using ELC Staff Wellness and Success plans reviewed and adjusted as necessary.	No change at this time
Summer 2021	Student contacts regarding Social and Emotional needs utilizing ELC staff in extra capacity.	Approx. cost \$5,000.
2021 - 2022	Out reach to students, parents/guardians- Offering Assistance (i.e. providing list of healthcare providers, connections to family counseling, programs such as Harbor Behavior Health, etc)	Approx. cost \$2,000.



Eagle Learning Center

2022 - 2023	Evaluate, modify if necessary	TBD.



Eagle Learning Center

Approaches to Address Social and Emotional Need		
Approaches & Removing/Overcoming Barriers	<i>What approaches will schools/districts use to address social and emotional needs identified above? What steps will be taken to remove/overcome barriers that may be associated with the social/emotional needs" (transportation to support services, no data to track/identify specific student needs, funding concerns to support approaches, etc.)?</i>	
Considerations: <ul style="list-style-type: none"> - Resources (Existing and Needed) - Partnerships (Local/Regional, ESC, ITC, libraries, museums, after-school programs, civic organizations, etc.) - Alignment (Other District/School Plans, Wellness and Success plans, remote learning plans, improvement plans, CCIP-related plans, graduation plans, student success plans, etc.) 		Budget
Spring 2021	Counseling (hiring of a counselor part-time) for students individually and small group.	No change in cost.
Summer 2021	Outreach student/family contact (i.e. providing list of healthcare providers, connections to family counseling, programs such as Harbor Behavior Health, etc)	Approx. cost \$2,000.



Eagle Learning Center

2021-2022	Continue the previous mentioned (Outreach student/family contact)	Approx. cost \$2,000.
2022-2023	Evaluate/modify as needed	TBD.



Eagle Learning Center

PLANNING SUPPORT DOCUMENT

As stated by ODE, this is not a one-size-fits-all exercise. Each district or school should consider its unique needs and issues and prepare its plan in a way that responds appropriately and leverages the assets of its unique partners. The template above has been designed to be as adaptable as possible given the wide range of district experiences and needs. The pages below in the Planning Support Document are designed to assist districts as they think through the nuances that may be significant to their respective district. Educational Service Centers are here to support. Some schools and districts may choose to have similar plans to facilitate effective implementation. ESCs may be able to provide coordination for such collaborative approaches. The following planning support document is provided to assist teams in thinking through the planning process. Additionally, rather than an exhaustive list of resources that quickly becomes overwhelming and outdated, a few key elements have been provided to assist in planning. Districts may also want to consult ODE's [Reset and Restart](#) website and planning guide. Additional planning resources are also available at <http://reframingeducation.org/>. This decision-making framework was developed by Ohio's network of ESCs to assist districts in having authentic conversations about instructional expectations and making plans to reframe education moving forward; we encourage districts to reach out to their ESCs for additional support as needed.



Eagle Learning Center

ACADEMIC PLANNING

<p>Determining Academic Needs</p>	<p>How will instructional needs be determined?</p> <p>Possible/Optional item(s) to consider:</p> <ul style="list-style-type: none"> • Performance on tests (e.g., district assessments, statewide tests, ACTs, etc.); (Districts will not have statewide achievement data until after the end of the school year and may need to identify assessment tools to identify gaps.) • How will districts determine impacted/vulnerable populations? • How will districts/schools combat barriers for disengaged students? • What opportunities were missed due to the inability to access programming? Can any of these opportunities be reinstated in the summer or next school year? (Districts are encouraged to consider this question through an equity lens for student populations-- Students with Disabilities, English Language Learners, Gifted Students, All Learners, etc.) • Access to key opportunities (e.g., advanced mathematics, physics, higher education, interventions, etc.) may have been lost due to the pandemic. • Attainment (e.g., high school diploma, college degree, employment) • What essential elements of determining instructional needs are already in place? • District MTSS Process and Universal Screeners • Use of/Alignment with the OIP/DLT/BLT/TBT process to determine; What do students need to know? How do we know if they've learned it? How do we intervene for those students who have not learned it? How do we extend other opportunities for those students who have learned it? • Gap Analysis for ELA, Math, Science, and Social Studies • Prioritize Literacy and Math • Prioritized Standards • Supports for IEPs/Compensatory Services, Written Education Plan (WEP) adjustments, etc. • Rising Kindergarteners (These students have spent a significant portion of their life in a pandemic environment. What needs might they have as they enter Kindergarten in Fall 2021?)
<p>Filling Academic Gaps</p>	<p>How will academic gaps be filled?</p>



Eagle Learning Center

	<p>Possible/Optional item(s) to consider:</p> <ul style="list-style-type: none"> • Existing processes and supports • Partnerships (ESC, libraries, museums, after-school programs, civic organizations, pre-school providers, etc.) • MTSS processes • Effective district-wide/school-wide leadership teams focusing on achievement gaps • Data-based decision-making - How will achievement gaps be addressed in BLTs and TBTs? • Will measurable objectives be required? Or will these be supplemental offerings that the parent/guardian may choose to have their student participate in and benefit from? • What happens with students who do become proficient? • Triage plans for Seniors/Credit Recovery Options for HS • Supports for IEPs/Compensatory Services, Written Education Plan (WEP) adjustments, etc. • Student Success Plans • Personalized learning opportunities • Clear instructional plans have been created with prioritized standards • Clear instructional plans have been communicated with staff, parents, and other stakeholders • Cross grade-level communication • Coordination with relevant partners to support Literacy, Math, and SEL - ESCs, tutors, etc. • Who, When, How...Cohorts, Family PODs, Layout, and Delivery • How do we ensure at-risk students are taking advantage of the opportunities? • How can disengaged students be reengaged? • How can ESC Family and Community Partnership Liaisons support this work with vulnerable student populations including but not limited to disengaged students? • What steps will be taken to remove/overcome barriers that may be associated with the "Gap Filling Approaches" (transportation to tutoring, no data to track/identify specific student needs, funding concerns to support approaches, etc.)?
Determine Competency	<p>What method(s) will be used to determine competency for pandemic learning?</p> <p>Possible/Optional item(s) to consider:</p> <ul style="list-style-type: none"> • Develop and communicate a plan for determining competency (grading and assessments, grade-level advancement) • Develop and communicate a plan for promoting students vs. retention • Consider equity of practices, long-term consequences, social/emotional factors



Eagle Learning Center

Resource Link(s):	What Works Clearinghouse Priority Math , Reading and Writing Standards Determination of Student Educational Needs Exceptional and At-Risk Youth District & Building Level Educational Considerations & Planning Teacher Level Educational Considerations and Planning Non-Building Based Learning Opportunities Ohio Improvement Process
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SOCIAL & EMOTIONAL NEEDS	
Determining Social Emotional Needs	<p>How will social and emotional needs be determined?</p> <p>Possible/Optional item(s) to consider:</p> <ul style="list-style-type: none"> • District MTSS Process and SEL Screeners • Student Wellness and Success Plans • Integrate, coordinate, and align with relevant partners to support this work including ESCs, SSTs, ADAMHS boards, key health care, behavioral health, social services and cultural partners. • How can ESC Family and Community Partnership Liaisons support in this area? • Are there prevention services/opportunities available through ADAMS and ESCs?
Addressing Social and Emotional Needs	<p>How will social and emotional needs be addressed?</p> <p>Possible/Optional item(s) to consider:</p> <ul style="list-style-type: none"> • MTSS processes • Alignment to existing Wellness Plans • Alignment to existing Student Success Plans



Eagle Learning Center

	<ul style="list-style-type: none">• Triage plans• Integrate, coordinate, and align with relevant partners to support this work including ESCs, SSTs, ADAMHS boards, key health care, behavioral health, social services and cultural partners.• Comprehensive Support for Students - screen for social and medical services (work with community agencies), identify students who need instructional support (mentors, tutors, peer support, etc.)
Resource Link(s):	Panorama Equity Guide to Student Learning Loss CASEL Online SEL Assessment Guide Ohio's K-12 Social & Emotional Learning Standards INFOhio's Educator Tools Curriculum Library (filter for "Social Emotional Learning" under Subject) Ohio's Whole Child Framework



Eagle Learning Center

PROFESSIONAL LEARNING NEEDS

Professional Learning	<p>What professional development activities will be needed/offered to your school district's teachers and partners to support learning recovery?</p> <p>Possible/Optional item(s) to consider:</p> <ul style="list-style-type: none">• Create and communicate a Professional Learning plan that includes professional development to help teachers determine academic needs, social emotional needs and to coach partners.• How will teachers, stakeholders, and others be brought into the planning and professional learning process?• If schools are looking to partners to support learning recovery, how will efforts be coordinated?• How will tutors or others be trained?• What school staff/ESC/SST staff can support training community partners?• Alignment to the Ohio Improvement Process and One Needs Assessment• What social and emotional PD will help teachers address wellness needs of students and staff recovering from added pandemic stressors? (Consider alignment to Student Wellness and Success Plans)
Resource Link(s):	Professional Learning Supports Mental Health Resources ESC Customized Support



Oregon Eagle
Learning Center

Eagle Learning Center

Mr. Joseph L. Wasserman, Director

3220 Navarre, Oregon, OH 43616

Phone: (419) 720-2003

Remote Learning Plan

Community School Name:	Eagle Learning Center
IRN:	008289
Date Approved by Governing Authority:	8/10/2020
Submission Date:	07/29/2020

Provide a description of how student instructional needs will be determined and documented

The Oregon Eagle Learning Center will continue to follow the education plan as detailed in its community school sponsor contract and in compliance with ORC 3314.03 to meet the students' instructional needs. As indicated in the school's education plan and alternative re-opening plan, local assessments, plus the utilization of our contracted online instructional program (GradPoint) will ensure student instructional needs are being met as well as monitoring their individual progress and credit accomplished status.

Describe the method to be used for determining competency, granting credit and promoting students to higher grade level

The Oregon Eagle Learning Center will continue to utilize the methods described in the school's alternative re-opening plan and its community school contract educational plan as required by ORC 3314.03. Our staff and students will use the GradPoint online curriculum to determine competency (minimum of 70%), credits earned (21), and promotion of the students to the next higher-grade level with their high school graduation/diploma being their next goal.

Include the school's attendance requirements, including how the school will document participation in learning opportunities

Attendance will be monitored and documented in compliance with the school's policy. During periods of remote learning, attendance will be determined based upon participation in learning opportunities and through staff and teacher communications with students. Our staff will utilize a variety of communication methods to engage students and families throughout remote learning periods. These methods include, but are not limited to, US mail, e-mail, text messaging, video conference connections (ie Zoom or FaceTime), telephone calls, and face-to-face communications.

Our staff will be able to track the amount of time logged on the GradPoint program plus monitor the individual students' progress/competency and credit accomplishments.

We would anticipate each student to average a minimum of daily 5 hours Monday-Friday and/or equivalent of 25 hours per week.



Oregon Eagle
Learning Center

Eagle Learning Center

Mr. Joseph L. Wasserman, Director

3220 Navarre, Oregon, OH 43616

Phone: (419) 720-2003

Provide a statement describing how student progress will be monitored
The Eagle Learning Center staff will continue to monitor student progress pursuant to the school's educational plan, alternative re-opening plan, and board approved policies. During periods of remote learning, teachers and staff will work with students and assess student work primarily via the GradPoint program. The staff will monitor student engagement and assess individual learning, progress and performance during these periods, plus provide tutorial/instruction via email or telephone. Paper/packet would be exchanged via the Eagle Learning Center drop box/mailbox when necessary.
Provide a description as to how equitable access to quality instruction will be ensured
The Oregon Eagle Learning Center will continue to follow its community school contract education plan, alternative re-opening plan and equity plan. The GradPoint online curriculum will provide individual instruction with chapter/module review to determine competency (minimum 70%) to advance to the next chapter/module. The Eagle Learning Center staff would be available via email/telephone to provide individual tutorial or instructional assistance. The course grade/credit completion would be based on chapter/module performance average.
Provide a description of the professional development activities that will be offered to teachers
The Oregon Eagle Learning Center will provide professional development for its staff via SAVVAS GradPoint webinar/seminars throughout the year, plus Public Works (staff training system). Additional professional development will be made available based upon individual teacher feedback/requests. Zoom meetings will be utilized as necessary.

The School continues to comply with requirements otherwise prescribed under continuing law regarding a minimum number of school hours and state funding.

Signature

Suzanne Brewer, Governing Authority President

Signature

Joseph Wasserman, Eagle Learning Center Director

Attachment 7

No Operator or Management Company

Attachment 8

GuideOne Insurance Company

Insurance Policy: Educational Institutions



FOR EAGLE LEARNING CENTER INC

Your Agent

CAREER GENERAL AGENCY LLC
1111 Ashworth Rd
W Des Moines, IA 50265-3544
515-267-5401

Customer Care Center

1-888-748-4326 | **1-877-448-4331**
24-hour claims GuideLine | Customer Service

To learn more, make a payment or renew your policy, visit www.GuideOne.com

*Wed. 10/25/23.
Rod / Todd / gw.
Oregon Insurance
(local)
Rod Gyurke / Todd
Gyurke
(agents)*



GuideOne Specialty Insurance Company

1111 Ashworth Road, West Des Moines, IA 50265
www.guideone.com
877-448-4331

COMMON POLICY DECLARATIONS

Policy Number: 01-0012-692

Named Insured and Mailing Address:

EAGLE LEARNING CENTER INC
3540 Seaman Rd
Oregon, OH 43616-2418

Agent Information:

CAREER GENERAL AGENCY LLC
1111 Ashworth Rd
W Des Moines, IA 50265-3544
515-267-5401
Agent Number: 14CG5

Policy Period:

11/01/2023 to 11/01/2024

At 12:01 A.M. Standard Time at your mailing address shown above.

DESCRIPTION OF BUSINESS

Business Description: Education with School (K-12)
Form of Business: Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS

		PREMIUM
Commercial Property Coverage Part	\$	772.00
Commercial General Liability Coverage Part	\$	1,846.00
Total Policy Premium:	\$	2,618.00

THIS COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND ENDORSEMENT(S) COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned by:


Authorized Representative

09/07/2023

Date



COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: 01-0012-692

Named Insured:

EAGLE LEARNING CENTER INC

Agent Information:

CAREER GENERAL AGENCY LLC

Agent Number: 14CG5

Policy Period:

11/01/2023 to 11/01/2024

At 12:01 A.M. Standard Time at the mailing address shown in the
Common Policy Declarations.

FORMS AND ENDORSEMENTS APPLICABLE TO THE COMMERCIAL PROPERTY COVERAGE PART:

Form Number	Edition Date	Description
CP 01 23	04 08	Ohio Changes
CP 00 10	10 12	Building And Personal Property Coverage Form
CP 00 90	07 88	Commercial Property Conditions
CP 01 40	07 06	Exclusion Of Loss Due To Virus Or Bacteria
CP 10 30	10 12	Causes Of Loss - Special Form
CP 10 75	12 20	Cyber Incident Exclusion
GCP 04 45	07 14	Fire And Security Alarm System Upgrade Coverage
GCP 33 11	07 14	Educational Institutions Property Enhancement Endorsement
PCP 73 57	04 09	Equipment Breakdown Coverage

FORMS AND ENDORSEMENTS APPLICABLE TO THE COMMERCIAL GENERAL LIABILITY COVERAGE PART:

Form Number	Edition Date	Description
GCG 51 94	07 14	Ohio Changes
CG 00 01	04 13	Commercial General Liability Coverage Form
CG 21 06	05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47	12 07	Employment-Related Practices Exclusion
CG 21 67	12 04	Fungi Or Bacteria Exclusion
CG 21 70	01 15	Cap On Losses From Certified Acts Of Terrorism
GCG 04 05	01 15	Crisis Management Coverage
GCG 05 51	02 03	General Aggregate Limit Amendment
GCG 21 01	04 07	Exclusion - Religious Disaffiliation Or Schism
GCG 21 19	07 14	Exclusion - Student Medical Payments
GCG 28 31	07 14	Special Events Blanket Endorsement
GCG 35 10	07 14	Educational Institutions General Liability Endorsement
GCG 74 01	07 14	Abuse Liability Coverage Endorsement
GCG 74 10	07 14	Sexual Misconduct Liability Coverage (Occurrence)
GCG 74 27	07 14	Alleged Perpetrator Civil Defense Coverage Endorsement

THE COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS FORM(S) A PART OF THE
COMMON POLICY DECLARATIONS.



COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS (Continued)

Policy Number: 010012692

Form Number	Edition Date	Description
PCG 75 43	02 03	Director And Officer Liability (Occurrence)
GCG 33 05	05 20	Exclusion - Asbestos

FORMS AND ENDORSEMENTS APPLICABLE TO MORE THAN ONE COVERAGE PART:

Form Number	Edition Date	Description
GCG 51 81	04 09	Ohio Changes Crisis Management Coverage
GN 16829	09 20	Amendment Of Insuring Agreement - Disease Or Illness Producing Pathogens Endorsement Advisory Notice To Policyholders
CG P 016	05 14	General Liability Access Or Disclosure Of Confidential Or Personal Information Exclusions
IL 02 44	09 07	Ohio Changes - Cancellation And Nonrenewal
GIL 00 01	07 14	Additional Common Policy Conditions
GIL 03 05	07 14	Combined Deductible
GIL 09 02	07 14	Actual Cash Value Provision
GIL 09 04	03 19	GuideVantage Coverage Enhancement
GIL 09 05	10 20	Amendment Of Insuring Agreement - Disease Or Illness Producing Pathogens
GIL 42 20	03 21	Policy Provisions
GIL 42 21	03 21	Nonassessable Policy Provisions
IL 00 03	09 08	Calculation Of Premium
IL 00 17	11 98	Common Policy Conditions
IL 00 21	09 08	Nuclear Energy Liability Exclusion Endorsement
IL 09 35	07 02	Exclusion Of Certain Computer-Related Losses
IL 09 52	01 15	Cap On Losses From Certified Acts Of Terrorism
IL 09 85	12 20	Disclosure Pursuant To Terrorism Risk Insurance Act

THE COMMON POLICY SCHEDULE OF FORMS AND ENDORSEMENTS FORM(S) A PART OF THE
COMMON POLICY DECLARATIONS.



■ COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Policy Number: 01-0012-692

Named Insured:

EAGLE LEARNING CENTER INC

Agent Information:

CAREER GENERAL AGENCY LLC

Agent Number: 14CG5

Policy Period:

11/01/2023 to 11/01/2024

At 12:01 A.M. Standard Time at the mailing address shown in the
Common Policy Declarations.

■ TOTAL COMMERCIAL PROPERTY PREMIUM

Coverage Part Premium:	\$	572.00
Other Premium: Ohio Expense Constant	\$	200.00
Total Commercial Property Premium:	\$	772.00

■ LOCATIONS YOU OWN, RENT, OR OCCUPY

<u>Location</u>	<u>Description</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
0001		3540 Seaman Rd	Oregon	OH	43616-2418



COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS (Continued)

Policy Number: 010012692

DESCRIPTION OF LOCATIONS

Location Number 0001

3540 Seaman Rd
Oregon, OH 43616-2418 Lucas County

Building Number:	001	High School	Limit Of Insurance
Coverage		Contents Only	
Additional Interest Applies		No	
Construction		Frame	
Coverage Form		Building And Personal Property (CP 00 10)	
Cause Of Loss		Not Applicable	
Deductible		\$2,500	
			Premium \$ 0.00

Occupancy Number:	002	High School	Limit Of Insurance
Coverage		All Personal Property	\$127,040
Additional Interest Applies		No	
Coverage Form		Building And Personal Property (CP 00 10)	
Cause Of Loss		Special Including Theft	
Valuation		Replacement Cost	
Coinsurance		80%	
Deductible		\$2,500	
			Premium \$ 572.00

Throughout the Commercial Property Policy forms the following abbreviations may be used:

BI = Business Income; BIEE = Business Income with Extra Expense; BLDG = Building; EE = Extra Expense;
LOC = Location; OCC = Occupancy; SP = Special Property



COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: 01-0012-692

Named Insured:

EAGLE LEARNING CENTER INC

Agent Information:

CAREER GENERAL AGENCY LLC

Agent Number: 14CG5

Policy Period:

11/01/2023 to 11/01/2024

At 12:01 A.M. Standard Time at the mailing address shown in the
Common Policy Declarations.

TOTAL COMMERCIAL GENERAL LIABILITY PREMIUM

Coverage Part Premium:	\$	1,746.00
Other Premium: Expense Constant	\$	100.00
Total Commercial General Liability Premium:	\$	1,846.00

The Classifications and Premium may be subject to change by audit.

LOCATION OF PREMISES

<u>Location Number</u>	<u>Address</u>
0001	3540 Seaman Rd, Oregon, OH 43616-2418

LIMITS OF INSURANCE

General Aggregate Limit - Other Than Products - Completed Operations	\$	3,000,000
Products - Completed Operations Aggregate Limit	\$	3,000,000
Personal And Advertising Injury Limit - Any One Person Or Organization	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage To Premises Rented To You Limit - Any One Premises	\$	1,000,000
Medical Expense Limit - Any One Person	\$	5,000

ADDITIONAL COVERAGES

Crisis Management Coverage

Crisis Event Aggregate Limit	\$	300,000
Individual Counseling Expenses Each Person Limit	\$	2,500
Medical Expenses Each Person Limit	\$	50,000
Individual Expenses Aggregate Limit	\$	200,000
Organizational Expenses Aggregate Limit	\$	100,000

Director And Officer Liability Coverage

Director And Officer Liability Each Claim Limit	\$	1,000,000
Director And Officer Liability Aggregate Limit	\$	1,000,000
Deductible	\$	2,500

Sexual Misconduct Liability Coverage

Sexual Misconduct Liability Each Claim Limit	\$	100,000
Sexual Misconduct Liability Aggregate Limit	\$	300,000
Sexual Misconduct Medical Expense Limit	\$	10,000

SCHEDULE OF LIABILITY CLASSIFICATIONS AND EXPOSURES

<u>Location Number</u>	<u>Classification</u>	<u>Class Code</u>	<u>Premium Basis</u>	<u>Annual Exposure</u>
0001	Schools - private - high - Not-For-Profit only	47478	Per Student	90
	Abuse Liability Coverage Endorsement	00601	Flat Charge	
	Alleged Perpetrator Civil Defense Coverage	00602	Flat Charge	
	Directors And Officers Liability Coverage (Occurrence)	49999	Flat Charge	
	Sexual Misconduct Liability Coverage (Occurrence)	49990	Flat Charge	
	Special Events - Blanket	01115	Flat Rate	



GuideOne Insurance Company

1111 Ashworth Road, West Des Moines, IA 50265
www.guideone.com
877-448-4331

■ COMMERCIAL AUTOMOBILE DECLARATIONS

ITEM ONE:

Policy Number: 01-0012-815

Named Insured:

EAGLE LEARNING CENTER INC

Agent Information:

CAREER GENERAL AGENCY LLC

Agent Number: 14CG5

Policy Period:

11/01/2023 to 11/01/2024

At 12:01 A.M. Standard Time at the mailing address shown in the Common Policy Declarations.

■ TOTAL COMMERCIAL AUTO PREMIUM

Total Premium From Item Two Below: \$ 249.00

Total Commercial Auto Premium \$ **249.00**

This Coverage Part Premium may be subject to final audit.

■ ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
Covered Autos Liability	8,9	\$ 1,000,000	\$ 249.00
Premium For Other Coverages			\$ 0.00

* See Item Four for Hired or Borrowed "Autos".

■ ITEM THREE – SCHEDULE OF COVERED AUTOS YOU OWN

Item Three Is Not Applicable To This Policy

**COMMERCIAL AUTOMOBILE DECLARATIONS (Continued)**

Policy Number: 010012815

ITEM FOUR – SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**Covered Autos Liability Coverage – Cost Of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations**

<u>State</u>	<u>Primary Coverage</u>		<u>Excess Coverage</u>		<u>Premium</u>
	<u>Estimated Annual Cost of Hire (Per State)</u>		<u>Estimated Annual Cost of Hire (Per State)</u>		
OH	\$	0	\$	0	\$ 63.00
Total Premium					\$ 63.00

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members.) Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FIVE – SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

Social Service Agencies	Number Of Employees	5	\$	161.00
	Number Of Contractors	0		
	Number Of Volunteers Who Regularly Use Autos	5	\$	25.00
Total Premium				\$ 186.00

ITEM SIX – SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS

Item Six Is Not Applicable To This Policy



COMMERCIAL LIABILITY UMBRELLA DECLARATIONS

Policy Number: 01-0012-816

Named Insured:

EAGLE LEARNING CENTER INC

Agent Information:

CAREER GENERAL AGENCY LLC

Agent Number: 14CG5

Policy Period:

11/01/2023 to 11/01/2024

At 12:01 A.M. Standard Time at the mailing address shown in the
Common Policy Declarations.

TOTAL COMMERCIAL LIABILITY UMBRELLA PREMIUM

Coverage Part Premium: \$ 550.00

Total Commercial Liability Umbrella Premium: \$ 550.00

This Classification and Premium may be subject to change by audit.

LIMITS OF INSURANCE AND RETENTION AMOUNT

Each Occurrence Limit	\$ 1,000,000
Personal And Advertising Injury Limit	\$ 1,000,000
Aggregate Limit	\$ 1,000,000
Self-Insured Retention	\$ 2,500

SCHEDULE OF UNDERLYING INSURANCE

TYPE OF COVERAGE

LIMITS OF INSURANCE

COMMERCIAL GENERAL LIABILITY:

Insurer: GuideOne Specialty Mutual Insurance Company

Policy Number: 010012692

Policy Period: 11/01/2023 To 11/01/2024

General Aggregate Limit (Other Than Products – Completed Operations)	\$ 3,000,000
Products – Completed Operations Aggregate Limit	\$ 3,000,000
Personal And Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000



GUIDEONE™
INSURANCE

COMMERCIAL LIABILITY UMBRELLA DECLARATIONS (Continued)

Policy Number: 010012816

COMMERCIAL AUTOMOBILE LIABILITY:

Insurer: GuideOne Mutual Insurance Company

Policy Number: 010012815

Policy Period: 11/01/2023 To 11/01/2024

Bodily Injury and Property Damage Liability – Each Accident Limit \$ 1,000,000

Coverages Applicable: ☐ Owned Autos
 ☒ Hired Autos
 ☒ Non-owned Autos

Attachment 9

Admission Procedure

Admission is open to any individual between the ages of sixteen (16) and twenty-one (21) 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 Parent or Guardian of the Student or Student (age 18 or over), shall notify the School when there is a change in the Parent/Guardian or Student's primary residence.

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.

Ohio: R.C. 3314.06; R.C. 3313.98; R.C. 3314.03(A)(11)(32) and (33).

Enrollment Information

Admission and Enrollment

If your child is between six and 18 years of age, or if your child is under age six but has been enrolled in kindergarten, he or she is "of compulsory school age" in Ohio.

Admission to _____ ("the School") is open to any individual between the ages of five and 22 who is entitled to attend school under state law. To attend kindergarten at the School, a child must be five years old by August 1 or September 30 of the year of admission. Children under the age of five may be admitted under certain circumstances provided under Ohio law. If your child is not five years old by August 1 or September 30, your child may be admitted if he or she has been recommended in accordance with the School's acceleration policy. The child shall be evaluated for early admittance upon referral by the child's parent or guardian, an educator employed by the School, a preschool educator who knows the child, or a pediatrician or psychologist who knows the child. The School's referral form is available at Form No. **3512.1**, Early Entrance to Kindergarten.

The School will not deny a transferring student admission, based on the student's age, if the student had been admitted to kindergarten by another school.

In making admission decisions, the School shall not discriminate on the basis of race, color, creed, sex, or disabling condition. The School will comply with all federal and state laws regarding the education of students with disabilities.

The School does not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. The School will not offer or 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 restricts admission to students who reside in Ohio. The Parent or Guardian of the Student or Student (age 18 or over), shall notify the School when there is a change in the Parent/Guardian or Student's primary residence.

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% of 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.

Records and Documentation

Upon admission into the School, all students shall be required to provide the following:

- any records from the public or nonpublic elementary or secondary school the student most recently attended;
- if issued and applicable, a certified copy of an order or decree, or modification of such an order or decree, allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child¹;
- a copy of a power of attorney or caretaker authorization affidavit, if either has been executed with respect to the child; and
- a birth certificate or one of the following comparable documents: (1) a certification of birth; (2) Passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) An attested transcript of the certificate of birth; (4) An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) An attested transcript of a hospital record showing the date and place of birth of the child; (6) A birth affidavit.

Upon enrolling a student, the School will request records within 24 hours from the school your student most recently attended. If the records are not received within seven days, a second request will be made, and the Head Administrator shall directly contact the school.

You or your student must notify the School if the student is under the care of a shelter for victims of domestic violence at the time of initial enrollment. Upon being so informed, the School will inform the elementary or secondary school from which it requests the student's records of that fact.

If the school your student claims to have most recently attended indicates that it has no record of the student's attendance or the records are not received within 14 days of the date of request, or if the student does not present a birth certificate or comparable document (listed above), the Head Administrator shall notify the law enforcement agency having jurisdiction in the area where the student resides of this fact and of the possibility that the student may be a missing child.

A student who has been discharged or released from the custody of the department of youth services under R.C. 5139.51 just prior to requesting admission to the School will not be admitted

¹ After enrollment, whenever there is a modification of any order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child that has been submitted to the School, the residential parent shall provide the School with a certified copy of the order or decree that makes the modification.

until the records described in R.C. 2152.18 (D)(4)(a) to (d) have been received by the Head Administrator.

The School will not deny admission to a protected child placed in a foster home or residential facility (as defined in the Ohio Revised Code) solely because the protected child does not present a birth certificate or comparable document. However, the protected child or the protected child's parent, custodian, or guardian shall present a birth certificate or comparable document (listed above) within 90 days after the protected child's entry to the School.

The School will comply with all records requests within two business days, make copies of the student's records, and keep the records on file.

If an order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child, including a temporary order, is issued resulting from an action of divorce, alimony, annulment, or dissolution of marriage, and the order or decree pertains to a child enrolled in the School, the residential parent of the child shall provide the School with a certified copy of the order or decree.

School Performance Notification

As part of the admissions process, you are entitled to receive the enclosed copy of the most recent report card for the School.

Ohio: R.C. 3313.6411, R.C. 3313.672, R.C. 3314.06, R.C. 3321.01.

Required Community School Notice

The School shall distribute Form No. **3516.1**, Required Community School Notice, in writing to parents of students of the School upon the student's enrollment in the School. The Head Administrator shall be responsible for assuring that Form No. **3516.1** is distributed.

Ohio: R.C. 3314.041.

Cross Reference: Form No. **3513.1**, Required Community School Notice.

Required Community School Notice

Under R.C. 3314.041, the governing authority of each community school and any operator of such school shall distribute to parents of students of the school upon their enrollment in the school the following statement in writing:

The Eagle Learning Center is a community school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter contact the school administration or the Ohio Department of Education.

Address Verification

For purposes of reporting which school districts the enrolled students are entitled to attend, the School may require each previously enrolled student to submit a signature verification form provide by the School, to verify their home address. For newly enrolled students, one of the following documents shall be provided to verify their home address:

- a deed, mortgage, lease, current homeowner's or renter's insurance declaration page, or current real property tax bill;
- a utility bill or receipt of utility installation issued within ninety days of enrollment;
- a paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
- the most current available bank statement issued to the parent or student that includes the address of the parent's or student's primary residence; or
- any other official document issued to the parent or student that includes the address of the parent's or student's primary residence.

On a monthly basis, the Governing Authority shall review student residency records of students enrolled in the School. This process may include a monthly reminder to parents to update addresses and/or a random selection of students to verify primary resident addresses. The process for verification will be defined by the School. If a student's address has changed, the school shall request verification of the address using one the of the acceptable documents as identified above. The School will verify the district of residence and report the appropriate district of residence using the method and timeline specified by the Ohio Department of Education.

A Student's district of residence shall be verified upon initial enrollment, and thereafter on an annual basis. Parents, guardians, or independent students age 18 and over shall notify the community school in which they are enrolled when a change in the location of their primary residence occurs.

For purposes of making the determinations required under this Policy, the district in which a parent or student resides is the location the parent or student has established as the primary residence and where substantial family activity takes place.

If a district's determination differs from the School's determination, then the School shall provide the district with documentation of the student's residency and shall make a good faith effort to accurately identify the correct residence of the student.

This Policy supersedes any contrary or additional requirements imposed by the respective public-school district of residence.

Ohio: R.C. 3314.11; 3314.03(A)(11)(32) and (33).

Cross Reference: Policy No. **3515**, Required Documents upon Admission.

Monthly Proof of Residency Verification

NAME OF SCHOOL: _____ NAME OF REVIEWER: _____

DATE OF REVIEW: _____ DATE REVIEWED WITH BOARD: _____

Each month choose 1% or a minimum of four student files at random. Check to ensure that the Proof of Residency Documentation is valid. The POR must be dated within 12 months of the review date and must match the Addresses Section in POWER SCHOOL/DASL.

If the POR is not the primary parent or guardian 'name, an Affidavit of Residency must also be on file along with the POR.

Random Student 1: _____

As of the date above, this student's Proof of Residency Documentation is:

☐

Valid

☐

Not Valid

➤ New POR Documentation (and/or Affidavit of Residency) has been requested.

○ Describe how request was made: _____

○ Date updated: _____

Random Student 2: _____

As of the date above, this student's Proof of Residency Documentation is:

☐

Valid

☐

Not Valid

➤ New POR Documentation (and/or Affidavit of Residency) has been requested.

○ Describe how request was made: _____

○ Date updated: _____

Random Student 3: _____

As of the date above, this student's Proof of Residency Documentation is:

☐

Valid

☐

Not Valid

➤ New POR Documentation (and/or Affidavit of Residency) has been requested.

○ Describe how request was made: _____

○ Date updated: _____

Random Student 4: _____

As of the date above, this student's Proof of Residency Documentation is:

☐

Valid

☐

Not Valid

➤ New POR Documentation (and/or Affidavit of Residency) has been requested.

○ Describe how request was made: _____

○ Date updated: _____

Required Documents Upon Admission

The School and Ohio law require certain documents, records, and other information be provided upon the student's enrollment in the School. The Head Administrator is hereby directed to develop and implement rules and procedures as necessary to ensure that the School complies with this Policy and all other applicable laws.

Records and Documentation

Upon admission into the School, all students shall be required to provide the following:

- any records from the public or nonpublic elementary or secondary school the student most recently attended,
- if issued and applicable, a certified copy of an order or decree, or modification of such an order or decree allocating parental rights and responsibilities for the care of a child and designating a residential parent and legal custodian of the child,
- if executed and applicable, a copy of a power of attorney or caretaker authorization affidavit, if either has been executed with respect to the child, and
- a birth certificate or Comparable Document, as defined below.

Upon enrolling a student, the School shall make a request for records within twenty-four (24) hours from the school the student most recently attended. If the records are not received within seven (7) days, a second request will be made, and the Head Administrator shall directly contact the school.

If the school the student claims to have most recently attended indicates that it has no record of the student's attendance or the records are not received within fourteen (14) days of the date of request, or if the student does not present a birth certificate or other Comparable Document, the Head Administrator shall notify the law enforcement agency having jurisdiction in the area where the student resides of this fact and of the possibility that the student may be a missing child.

A Comparable Document is defined to include any of the following: (1) a certification of birth; (2) Passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) An attested transcript of the certificate of birth; (4) An attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) An attested transcript of a hospital record showing the date and place of birth of the child; (6) A birth affidavit.

Protected Child Admission

For purposes of this Policy, a Protected Child is defined as a child placed in a Foster Home or Residential Facility, as defined in the Revised Code.

The School shall not deny a Protected Child admission to the School solely because the Protected Child does not present a birth certificate or Comparable Document. However, the Protected Child or the Protected Child's parent, custodian or guardian shall present a birth certificate or Comparable Document within ninety days after the Protected Child's entry to the School

Receiving Records Requests

The School shall comply with all records requests within two (2) business days. The School shall make copies of the student's records and keep the records on file.

Grandparent Caretaker Requirements

A child who is living with and being cared for by grandparents may enroll in and attend the School, so long as the Grandparents/caretaker provide the documents and records above and all of the following documents:

- *Power of Attorney.* Under Ohio law, A child's parent, guardian, or custodian may create a power of attorney that grants to the grandparent with whom the child is residing any of the parent's, guardian's, or custodian's rights and responsibilities regarding the care, physical custody, and control of the child, including the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. The power of attorney does not affect the rights of the parent, guardian, or custodian of the child in any future proceeding concerning custody of the child or the allocation of parental rights and responsibilities for the care of the child and does not grant legal custody to the attorney in fact. To create a Power of Attorney, an individual must use Form No. **3515.1**, Grandparent Power of Attorney.
- *Caretaker Authorization Affidavit.* A caretaker authorization form, included as Form No. **3515.2**, is a document that authorizes the grandparent to exercise care, physical custody, and control of the child, including, but not limited to, the authority to enroll the child in school, the discuss with the school the child's educational progress, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. Such a form can only executed by grandparent if the grandparent has made reasonable attempts to locate or contact the child's parents but has been unable to do so. To create a Caretaker Authorization Affidavit, an individual must use Form No. **3515.2**, Caretaker Authorization Affidavit.

The Power of Attorney and/or Caretaker Authorization Affidavit are terminated if (1) revoked in writing and notice is provided; (2) the child ceases to reside with the grandparent; (3) court order; (4) the child's death; or (5) the grandparent's death.

Ohio law prohibits individuals from executing the Power of Attorney or the Caretaker Authorization Affidavit if the purpose is to enroll the child in the School so that the child may participate in academic or interscholastic activities offered by the School. Power of Attorney or Caretaker Authorization Affidavits submitted for this reason are void and are punishable as a misdemeanor of the first degree.

Ohio: R.C. 3313.672, R.C. 3109.52, R.C. 3109.65, R.C. 3109.80, R.C. 3109.78.

Cross Reference: Policy No. **3833**, Tracking Missing Children; Form No. **3515.1**, Grandparent Power of Attorney; Form No. **3515.2**, Caretaker Authorization Affidavit.

Grandparent Power of Attorney

Ohio requires this form be used as it is identical to R.C. 3109.53

I, the undersigned, residing at _____, in the county of _____, state of _____, hereby appoint the child's grandparent, _____, residing at _____, in the county of _____, in the state of Ohio, with whom the child of whom I am the parent, guardian, or custodian is residing, my attorney in fact to exercise any and all of my rights and responsibilities regarding the care, physical custody, and control of the child, _____, born _____, having social security number (optional) _____, except my authority to consent to marriage or adoption of the child _____, and to perform all acts necessary in the execution of the rights and responsibilities hereby granted, as fully as I might do if personally present. The rights I am transferring under this power of attorney include the ability to enroll the child in school, to obtain from the school district educational and behavioral information about the child, to consent to all school-related matters regarding the child, and to consent to medical, psychological, or dental treatment for the child. This transfer does not affect my rights in any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child. This transfer does not terminate my right to have regular contact with the child.

I hereby certify that I am transferring the rights and responsibilities designated in this power of attorney because one of the following circumstances exists:

- 1) I am: (a) Seriously ill, incarcerated or about to be incarcerated, (b) Temporarily unable to provide financial support or parental guidance to the child, (c) Temporarily unable to provide adequate care and supervision of the child because of my physical or mental condition, (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable, or (e) In or about to enter a residential treatment program for substance abuse;
- 2) I am a parent of the child, the child's other parent is deceased, and I have authority to execute the power of attorney; or
- 3) I have a well-founded belief that the power of attorney is in the child's best interest.

I hereby certify that I am not transferring my rights and responsibilities regarding the child for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school or district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments to the grandparent designated as attorney in fact. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

If there is a court order naming me the residential parent and legal custodian of the child who is the subject of this power of attorney and I am the sole parent signing this document, I hereby certify that one of the following is the case:

- 1) I have made reasonable efforts to locate and provide notice of the creation of this power of attorney to the other parent and have been unable to locate that parent;
- 2) The other parent is prohibited from receiving a notice of relocation; or
- 3) The parental rights of the other parent have been terminated by order of a juvenile court.

This POWER OF ATTORNEY is valid until the occurrence of whichever of the following events occurs first: (1) I revoke this POWER OF ATTORNEY in writing and give notice of the revocation to the grandparent designated as attorney in fact and the juvenile court with which this POWER OF ATTORNEY was filed; (2) the child ceases to reside with the grandparent designated as attorney in fact; (3) this POWER OF ATTORNEY is terminated by court order; (4) the death of the child who is the subject of the power of attorney; or (5) the death of the grandparent designated as the attorney in fact.

WARNING: DO NOT EXECUTE THIS POWER OF ATTORNEY IF ANY STATEMENT MADE IN THIS INSTRUMENT IS UNTRUE. FALSIFICATION IS A CRIME UNDER SECTION 2921.13 OF THE REVISED CODE, PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929. OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.

Witness my hand this _____ day of _____, _____.

Parent/Custodian/Guardian's signature

Parent's signature

Grandparent designated as attorney in fact

State of Ohio)
) ss:
County of _____)

Subscribed, sworn to, and acknowledged before me this _____ day of _____, _____.

Notary Public

Notices Regarding Grandparent Power of Attorney

1. A power of attorney may be executed only if one of the following circumstances exists: (1) The parent, guardian, or custodian of the child is: (a) Seriously ill, incarcerated or about to be incarcerated; (b) Temporarily unable to provide financial support or parental guidance to the child; (c) Temporarily unable to provide adequate care and supervision of the child because of the parent's, guardian's, or custodian's physical or mental condition; (d) Homeless or without a residence because the current residence is destroyed or otherwise uninhabitable; or (e) In or about to enter a residential treatment program for substance abuse; (2) One of the child's parents is deceased and the other parent, with authority to do so, seeks to execute a power of attorney; or (3) The parent, guardian, or custodian has a well-founded belief that the power of attorney is in the child's best interest.
2. The signatures of the parent, guardian, or custodian of the child and the grandparent designated as the attorney in fact must be notarized by an Ohio notary public.
3. A parent, guardian, or custodian who creates a power of attorney must notify the parent of the child who is not the residential parent and legal custodian of the child unless one of the following circumstances applies: (a) the parent is prohibited from receiving a notice of relocation in accordance with section 3109.051 of the Revised Code of the creation of the power of attorney; (b) the parent's parental rights have been terminated by order of a juvenile court pursuant to Chapter 2151. of the Revised Code; (c) the parent cannot be located with reasonable efforts; (d) both parents are executing the power of attorney. The notice must be sent by certified mail not later than five days after the power of attorney is created and must state the name and address of the person designated as the attorney in fact.
4. A parent, guardian, or custodian who creates a power of attorney must file it with the juvenile court of the county in which the attorney in fact resides, or any other court that has jurisdiction over the child under a previously filed motion or proceeding. The power of attorney must be filed not later than five days after the date it is created and be accompanied by a receipt showing that the notice of creation of the power of attorney was sent to the parent who is not the residential parent and legal custodian by certified mail.
5. A parent, guardian, or custodian who creates a second or subsequent power of attorney regarding a child who is the subject of a prior power of attorney must file the power of attorney with the juvenile court of the county in which the attorney in fact resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding. On filing, the court will schedule a hearing to determine whether the power of attorney is in the child's best interest.
6. This power of attorney does not affect the rights of the child's parents, guardian, or custodian regarding any future proceedings concerning the custody of the child or the allocation of the parental rights and responsibilities for the care of the child and does not give the attorney in fact legal custody of the child.
7. A person or entity that relies on this power of attorney, in good faith, has no obligation to make any further inquiry or investigation.

8. This power of attorney terminates on the occurrence of whichever of the following occurs first: (1) one year elapses following the date the power of attorney is notarized; (2) the power of attorney is revoked in writing by the person who created it; (3) the child ceases to live with the grandparent who is the attorney in fact; (4) the power of attorney is terminated by court order; (5) the death of the child who is the subject of the power of attorney; or (6) the death of the grandparent designated as the attorney in fact.
9. If this power of attorney terminates other than by the death of the attorney in fact, the grandparent who served as the attorney in fact shall notify, in writing, all of the following:
 - (a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
 - (b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the other person or entity would reasonably rely on the power of attorney unless notified of the termination;
 - (c) The court in which the power of attorney was filed after its creation; and
 - (d) The parent who is not the residential parent and legal custodian of the child who is required to be given notice of its creation. The grandparent shall make the notifications not later than one week after the date the power of attorney terminates.
10. If this power of attorney is terminated by written revocation of the person who created it, or the revocation is regarding a second or subsequent power of attorney, a copy of the revocation must be filed with the court with which that power of attorney was filed.

Additional information:

To the grandparent designated as attorney in fact:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this power of attorney. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the power of attorney unless notified. The notification must be made not later than one week after the child stops living with you.
2. You must include with the power of attorney the following information:
 - (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
 - (b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
 - (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;
 - (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child.

- (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.

To school officials:

1. Except as provided in section 3313.649 of the Revised Code, this power of attorney, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent designated as attorney in fact resides and that grandparent is authorized to provide consent in all school-related matters and to obtain from the school district educational and behavioral information about the child. This power of attorney does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.
2. The school district may require additional reasonable evidence that the grandparent lives in the school district.
3. A school district or school official that reasonably and in good faith relies on this power of attorney has no obligation to make any further inquiry or investigation.

To health care providers:

1. A person or entity that acts in good faith reliance on a power of attorney to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the power of attorney, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the power of attorney is completed and the signatures of the parent, guardian, or custodian of the child and the grandparent designated as attorney in fact are notarized.
2. The decision of a grandparent designated as attorney in fact, based on a power of attorney, shall be honored by a health care facility or practitioner, school district, or school official.

Caretaker Authorization Affidavit

Use of this affidavit is required and authorized by sections 3109.65 to 3109.73 of the Ohio Revised Code. Completion of items 1-7 and the signing and notarization of this affidavit is sufficient to authorize the grandparent signing to exercise care, physical custody, and control of the child who is its subject, including authority to enroll the child in school, to discuss with the school district the child's educational progress, to consent to all school-related matters regarding the child, and to consent to medical, psychological, dental treatment for the child.

The child named below lives in my home, I am 18 years of age or older, and I am the child's grandparent.

1. Name of child: _____
2. Child's date and year of birth: _____
3. Child's social security number (optional): _____
4. My name: _____
5. My home address: _____
6. My date and year of birth: _____
7. My Ohio driver's license number or identification card number: _____
8. Despite having made reasonable attempts, I am either:
 - a. Unable to locate or contact the child's parents, or the child's guardian or custodian; or
 - b. I am unable to locate or contact one of the child's parents and I am not required to contact the other parent because paternity has not been established; or
 - c. I am unable to locate or contact one of the child's parents and I am not required to contact the other parent because there is a custody order regarding the child and one of the following is the case:
 - i. The parent has been prohibited from receiving notice of a relocation; or
 - ii. The parental rights of the parent have been terminated.
9. I hereby certify that this affidavit is not being executed for the purpose of enrolling the child in a school or school district so that the child may participate in the academic or interscholastic athletic programs provided by that school district.

I understand that this document does not authorize a child support enforcement agency to redirect child support payments. I further understand that to have an existing child support order modified or a new child support order issued administrative or judicial proceedings must be initiated.

WARNING: DO NOT SIGN THIS FORM IF ANY OF THE ABOVE STATEMENTS ARE INCORRECT. FALSIFICATION IS A CRIME UNDER SECTION 2921.13 OF THE REVISED CODE, PUNISHABLE BY THE SANCTIONS UNDER CHAPTER 2929. OF THE REVISED CODE, INCLUDING A TERM OF IMPRISONMENT OF UP TO 6 MONTHS, A FINE OF UP TO \$1,000, OR BOTH.

I declare that the foregoing is true and correct:

Signed: _____ Date: _____
Grandparent

State of Ohio)
) ss:
County of)

Subscribed, sworn to, and acknowledged before me this ____ day of, ____, ____.

Notary Public

Notices of Caretaker Authorization

1. The grandparent's signature must be notarized by an Ohio notary public.
2. The grandparent who executed this affidavit must file it with the juvenile court of the county in which the grandparent resides or any other court that has jurisdiction over the child under a previously filed motion or proceeding not later than five days after the date it is executed.
3. This affidavit does not affect the rights of the child's parents, guardian, or custodian regarding the care, physical custody, and control of the child, and does not give the grandparent legal custody of the child.
4. A person or entity that relies on this affidavit, in good faith, has no obligation to make any further inquiry or investigation.
5. This affidavit terminates on the occurrence of whichever of the following occurs first: (1) the child ceases to live with the grandparent who signs this form; (2) the parent, guardian, or custodian of the child acts to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit, and the grandparent either voluntarily returns the child to the physical custody of the parent, guardian, or custodian or fails to file a complaint to seek custody within fourteen days (3) the affidavit is terminated by court order; (4) the death of the child who is the subject of the affidavit; or (5) the death of the grandparent who executed the affidavit.

A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

If this affidavit terminates other than by the death of the grandparent, the grandparent who signed this affidavit shall notify, in writing, all of the following:

- (a) Any schools, health care providers, or health insurance coverage provider with which the child has been involved through the grandparent;
- (b) Any other person or entity that has an ongoing relationship with the child or grandparent such that the person or entity would reasonably rely on the affidavit unless notified of the termination;
- (c) The court in which the affidavit was filed after its creation.

The grandparent shall make the notifications not later than one week after the date the affidavit terminates.

6. The decision of a grandparent to consent to or to refuse medical treatment or school enrollment for a child is superseded by a contrary decision of a parent, custodian, or guardian of the child, unless the decision of the parent, guardian, or custodian would jeopardize the life, health, or safety of the child.

Additional information:

To caretakers:

1. If the child stops living with you, you are required to notify, in writing, any school, health care provider, or health care insurance provider to which you have given this affidavit. You are also required to notify, in writing, any other person or entity that has an ongoing relationship with you or the child such that the person or entity would reasonably rely on the affidavit unless notified. The notifications must be made not later than one week after the child stops living with you.
2. If you do not have the information requested in item 7 (Ohio driver's license or identification card), provide another form of identification such as your social security number or medicaid number.
3. You must include with the caretaker authorization affidavit the following information:
 - (a) The child's present address, the addresses of the places where the child has lived within the last five years, and the name and present address of each person with whom the child has lived during that period;
 - (b) Whether you have participated as a party, a witness, or in any other capacity in any other litigation, in this state or any other state, that concerned the allocation, between the parents of the same child, of parental rights and responsibilities for the care of the child and the designation of the residential parent and legal custodian of the child or that otherwise concerned the custody of the same child;
 - (c) Whether you have information of any parenting proceeding concerning the child pending in a court of this or any other state;
 - (d) Whether you know of any person who has physical custody of the child or claims to be a parent of the child who is designated the residential parent and legal custodian of the child or to have parenting time rights with respect to the child or to be a person other than a parent of the child who has custody or visitation rights with respect to the child;
 - (e) Whether you previously have been convicted of or pleaded guilty to any criminal offense involving any act that resulted in a child's being an abused child or a neglected child or previously have been determined, in a case in which a child has been adjudicated an abused child or a neglected child, to be the perpetrator of the abusive or neglectful act that was the basis of the adjudication.
4. If the child's parent, guardian, or custodian acts to terminate the caretaker authorization affidavit by delivering a written notice of negation, reversal, or disapproval of an action or decision of yours or removes the child from your home and if you believe that the termination or removal is not in the best interest of the child, you may, within fourteen days, file a complaint in the juvenile court to seek custody. You may retain physical custody of the child until the fourteen-day period elapses or, if you file a complaint, until the court orders otherwise.

To school officials:

1. This affidavit, properly completed and notarized, authorizes the child in question to attend school in the district in which the grandparent who signed this affidavit resides and the

grandparent is authorized to provide consent in all school-related matters and to discuss with the school district the child's educational progress. This affidavit does not preclude the parent, guardian, or custodian of the child from having access to all school records pertinent to the child.

2. The school district may require additional reasonable evidence that the grandparent lives at the address provided in item 5 of the affidavit.
3. A school district or school official that reasonably and in good faith relies on this affidavit has no obligation to make any further inquiry or investigation.
4. The act of a parent, guardian, or custodian of the child to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit constitutes termination of this affidavit. A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

To health care providers:

1. A person or entity that acts in good faith reliance on a CARETAKER AUTHORIZATION AFFIDAVIT to provide medical, psychological, or dental treatment, without actual knowledge of facts contrary to those stated in the affidavit, is not subject to criminal liability or to civil liability to any person or entity, and is not subject to professional disciplinary action, solely for such reliance if the applicable portions of the form are completed and the grandparent's signature is notarized.
2. The decision of a grandparent, based on a CARETAKER AUTHORIZATION AFFIDAVIT, shall be honored by a health care facility or practitioner, school district, or school official unless the health care facility or practitioner or educational facility or official has actual knowledge that a parent, guardian, or custodian of a child has made a contravening decision to consent to or to refuse medical treatment for the child.
3. The act of a parent, guardian, or custodian of the child to negate, reverse, or otherwise disapprove an action or decision of the grandparent who signed this affidavit constitutes termination of this affidavit. A parent, guardian, or custodian may negate, reverse, or disapprove a grandparent's action or decision only by delivering written notice of negation, reversal, or disapproval to the grandparent and the person acting on the grandparent's action or decision in reliance on this affidavit.

Records Request of Certain Students

[Date]

[Name & Address]

Dear _____:

This letter is a request for all the records you have of _____. As you may know, _____ has transferred to [INSERT SCHOOL NAME]. As stated under Ohio Revised Code § 3313.672, we are required to obtain, and you are required by law to transfer, all of the student's official records. We ask that you comply with this request as quickly as possible so we can ensure that _____ is able to continue to receive an education.

As you may know, new law effective October 11, 2013 prohibits you from withholding grades, credits, official transcripts, IEPs, 504 plans, or diplomas for students like _____. R.C. 3313.642. Therefore, we respectfully request that you immediately transfer all of the student's transcripts, records, IEPs, and 504 plans immediately.

Sincerely,

Head Administrator

Records Request of Transferring Students

[Date]

[Name & Address]

Dear _____:

This letter is a request for all the records you have of _____. As you may know, _____ has transferred to [INSERT SCHOOL NAME]. As stated under Ohio Revised Code § 3313.672, we are required to obtain, and you are required by law to transfer, all of the student's official records. We ask that you comply with this request as quickly as possible so we can ensure that _____ is able to continue to receive an education.

Should we not receive the records from you, we will be required by law to contact the proper law enforcement agencies and notify them that the student may be a missing child. R.C. § 3313.672. Furthermore, to the extent that you are withholding the student's records pursuant to R.C. § 3313.642, the section does not permit you to withhold the student's transcripts, records, IEPs, and 504 plans. Therefore, we respectfully request that you transfer all of the student's transcripts, records, IEPs, and 504 plans immediately.

Sincerely,

Head Administrator

Homeless Children and Youth Placement

In accordance with the McKinney-Vento Homeless Assistance Act and Ohio law, the School believes all homeless children have a right to equal educational opportunities. The School shall provide services to each homeless child or youth that is comparable to services offered to other students in the School.

A “homeless” child or youth is an individual that lacks a fixed, regular and adequate nighttime residence and includes an individual that:

- is “doubling up” or is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- is living in a motel, hotel, trailer park or campground due to the lack of alternative adequate accommodations;
- is living in emergency or transitional shelters;
- is abandoned in a hospital;
- is awaiting foster care;
- has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- is living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or
- is a migratory child as defined by the McKinney-Vento Act and Federal Law.

School Placement & Enrollment

In determining where a homeless child or youth attends school, the School shall place the child according to the child’s best interest. The determination shall be based on the following:

- when a child becomes homeless during the school year or in between school years, the School shall continue the child’s education in the school of origin for the duration of homelessness;
- if the child becomes permanently housed during an academic year, the School shall continue the child’s education in the school of origin for the remainder of the academic year;
- enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend; and
- factors a school may consider include: the child’s age, the distance of a commute, personal safety issues, the student’s need for special instruction, length of anticipated in a temporary shelter, time remaining in the school year.

The School shall keep a homeless child or youth in the “school of origin” unless the “school of origin” is contrary to the wishes of the child or youth’s parent guardian. The school of origin is the school the student attended when permanently housed or last enrolled. If the School wishes to send a homeless child to a school other than the school of origin or the school requested, the School must provide a written notice containing an explanation and a statement regarding the right to appeal the decision. The written notice explanation must be provided to the parent or guardian. The process for resolving disputes is discussed below.

Homeless students should be enrolled immediately. Enrollment shall occur even if the student does not have the enrollment records required by the School. The School shall contact the school last attended by the student to obtain health records and shall immediately refer the homeless child's parent or guardian to the School's homeless liaison so additional documents may be obtained. The School must obtain all records in a timely fashion.

Enrolled homeless students shall be provided services comparable to services offered to other students in the school. Services include, but are not limited to: transportation, programs in vocational and technical education, programs for gifted and talented students, school nutrition programs, and before/after school programs.

Disputes Regarding Placement

Should a dispute arise, the dispute resolution process should follow these guidelines. The dispute resolution process shall be as informal and accessible as possible, allowing for impartial and complete review. Students are to be provided with all services for which they are eligible while the dispute is being resolved. Parents, guardians, and unaccompanied youth should be able to initiate the resolution process directly at the school they choose, as well as at the district LEA homeless liaison's office. Parents, guardians, and unaccompanied youth should be informed that they can provide written or oral documentation to support their views. Written documentation should be complete, as brief as possible, simply stated, and be provided in a language the parent, guardian, or unaccompanied youth can understand.

Should a dispute arise over school selection or enrollment in a school the following procedure is to be followed:

- The Local Education Agency (LEA) shall provide the parent or guardian with a written explanation of the school's decision regarding school selection or enrollment.
- The LEA shall inform the parent or guardian in writing of their right to appeal the decision.
- Should the dispute continue the LEA shall refer the parent or guardian to the local LEA liaison who shall review the complaint and issue an opinion in writing to the parent or guardian.
- Should the dispute continue the LEA liaison shall assist the parties involved in presenting the situation to the Ohio Department of Education homeless education coordinator.
- The homeless education coordinator shall recommend a decision for distribution to the parent, local superintendent and local educational agency liaison.
- Should the dispute continue the final appeal is made to the State Superintendent of Public Instruction for review and disposition.

Liaison for Homeless Children

The Head Administrator shall appoint a Liaison for Homeless Children. The Liaison will perform, coordinate, and collaborate with the State Coordinator for the Education of Homeless Children and Youth and shall work to ensure the School complies with this policy and all applicable law.

Transportation

The School shall provide transportation, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin, if:

- The child continues to live in the area served by the LEA in which the school of origin is located, the child's transportation to and from the school of origin shall be provided or arranged by the local educational agency in which the school of origin is located.
- The homeless child's living arrangements in the area served by the LEA of origin terminate and the child or youth, though continuing his or her education in the school of origin, begins living in an area served by another LEA, the LEA of origin and the LEA in which the homeless child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the LEAs are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.

Federal: 42 U.S.C. 11431, et seq.

Identification of Homeless Children and Youth Form

Student Name: _____ Student Social Security Number: _____

Under federal law, the School identifies all homeless children. A “homeless” child or youth is defined as an individual that lacks a fixed, regular and adequate nighttime residence. If your child is not homeless please sign below and do not complete the rest of the form. If you are unsure if your child may be considered homeless, please complete the rest of the form.

Signature: _____ Date: _____

Where is the student currently living?:

(Mark an “X” next to all that apply)

<input type="checkbox"/>	Motel, hotels, camping grounds, or shelter
<input type="checkbox"/>	A house with another family
<input type="checkbox"/>	A house with other family members
<input type="checkbox"/>	Other: (Please explain)

Please identify all persons the student currently lives with and state their relationship to the Student (parent, relative, friend):

- Adults (Name/Relationship)

- Siblings

INFORMATION BELOW IS TO BE COMPLETED BY THE SCHOOL

School Liaison: _____

Enrollment Decision: _____

INFORMATION BELOW IS TO BE COMPLETED BY THE PARENT/GUARDIAN AFTER THE SCHOOL MAKES AN ENROLLMENT DECISION

By law, you have the right to appeal the School’s Enrollment Decision. If you do appeal, your child will still be permitted to enroll in the school of your choice until the appeal process is completed. Once the appeal is completed, the child will be enrolled in the appropriate school.

I (circle one) DO / DO NOT exercise my right to appeal the School’s Enrollment Decision.

Signature: _____ Date: _____

If you decided to appeal the decision, please complete the appeal form.

Appeal of School's Enrollment Decision

Please state your reason for appeal:

Please state the school that you choose your child to be enrolled until this appeal is completed:

Is the school identified above, the school your child attended before becoming homeless or where your child was last enrolled?

Circle One: Yes No

TO BE COMPLETED BY HEAD ADMINISTRATOR

Date Notice of Appeal was Received _____. Action must be taken within ten (10) business days after receiving notice of the appeal. Action was taken within ____ business days.

Explain the action taken to resolve the Dispute:

Identify final resolution of the Dispute:

To the parent/guardian. You have the right to appeal this decision to Ohio Department of Education. Appeals may be made by sending an appeal to the following address:

Ohio Department of Education
25 S. Front Street
Columbus, OH 43215-4183

Attachment 10

Tiered Student Discipline Program

In order to achieve the School's educational goals, the School requires all students to conform to the policies outlined in this handbook and further elaborated in the School's manual. Failure to comply with these requirements will result in the student's discipline.

Discipline 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 below. However, the type of discipline will depend on the facts, circumstances, and severity of a student's failure to comply with applicable guidelines, rules, or policies.

Under no circumstances does the Governing Authority condone the use of unreasonable force and fear. The School strictly prohibits Corporal Punishment by all teachers, administrators, and volunteers. See Policy No. **4560**, Positive Behavior Interventions and Support, Seclusion, and Prohibited Practices, for a complete explanation of the School's force and restraint policies.

The Student Code of Conduct and related disciplinary process applies in the School, on the School property, at School activities or functions off the School premises, and during transportation to and from the School. Offenses and punishment should be determined by the Head Administrator.

Notwithstanding anything contained herein to the contrary, disciplinary actions regarding truancy shall be subject to the requirements contained in Policy No. **4201** and the Ohio Revised Code.

Tiered Discipline Program

Tier One. Should a student commit a Tier One offense, the teacher should alert the student that he/she broke a rule, explain the rule, and administer an appropriate consequence. Tier One offenses include, but are not limited to:

- 1) **Disruptive and/or Prohibited Behavior**
 - a. Engaging in any physical display of affection with another student
 - b. Failing to follow reasonable instructions, directions, or guidelines or refusing to comply with a reasonable request while on School property or at a School activity or event
 - c. Running or causing any disruption in a school building
 - d. Littering inside a School building or anywhere on the School premises
 - e. Misbehaving and/or failing to follow applicable guidelines, rules, or policies during assigned lunch periods, on School playgrounds, in School hallways or restrooms, or on School transportation vehicles
 - f. Lying to School employees, personnel, or officials, parent volunteers, or any member of the School community
 - g. Violating School dress code guidelines, rules, or policies
 - h. Using any electronic device (cellular telephones, smartphones, iPads, iPods, gaming devices, etc.) without approval, on School property, and during School hours
 - i. Chewing gum on School property

- j. Failing or refusing to turn in homework assignments or complete classroom work
- k. Ignoring safety guidelines, rules, or policies
- l. Failing to adhere to any School and/or individual classroom guidelines, rules, or policies
- m. Shouting at , harassing, or disrespecting School employees, personnel, officials, parent volunteers, any members of the School community, or other students
- n. Failing to show up on time for class
- o. Using or creating toys or other distracting objects.
- 2) Misuse and/or Abuse of School Property
 - a. Using School internet access, School telephones, technology, or any School electronic device for an illegal, improper, or unauthorized reason
 - b. Stealing or defacing School books, materials, electronic devices, or supplies

Tier Two. A Tier Two offense occurs if the student repeats a Tier One offense or the student engages in conduct constituting a Tier Two offense. Should a student commit a Tier Two offense, the teacher should explain the rule and administer an appropriate consequence. The teacher shall also contact the student's parents/guardians and send a report to the parents/guardians and the appropriate administrative office. In addition to repeated Tier One offenses, Tier Two offenses include, but are not limited to:

- 1) Repeated and/or Serious Tier One Offenses.
- 2) Disruptive and/or Prohibited Behavior
 - a. Using inappropriate, insulting, or abusive language in any form towards School employees, personnel, officials, parent volunteers, any members of the School community, or other students.
- 3) Damage/Destruction of School Property
 - a. Causing, attempting, or threatening to cause or attempt any form of damage or destruction to School property.
- 4) Academic Dishonesty
 - a. Cheating or plagiarizing
 - b. Misappropriating or misrepresenting the work of another as one's own work
 - c. Using unauthorized materials during a quiz or exam
 - d. Fraudulently altering work or official documents
 - e. Falsifying dates, records, signatures, or any other aspect of an official document or School assignment
 - f. Interfering or tampering with the instructor's work or another student's work
 - g. Aiding and abetting another student attempting to engage in act of academic dishonesty
 - h. Remaining on School property without a reason for being present, after being instructed to leave, without permission from School authority, or without properly identifying oneself
 - i. Trespassing on School property
 - j. Engaging in or coercing another to engage in any form of hazing
 - k. Participating in any gang activity or similar organizational activity, which is disruptive to the educational process
 - l. Wearing, carrying, displaying, or exhibiting an affiliation with a gang

- m. Intimidating or bullying other students by means of verbal abuse/menacing or threats of violence including all forms of cyber-bullying
- n. Engaging in obscene, vulgar, or insulting conduct or using obscene, vulgar, or insulting language
- o. Possessing, producing, or distributing offensive and prohibited materials
- p. Willfully engaging in a course of conduct intended to interfere with the educational process
- q. Repeatedly failing to show up for class without an acceptable excuse

Tier Three. A Tier Three offense occurs when the student continues to violate the rules despite appropriate actions at Tiers One and Two or the student engaged in conduct constituting a Tier Three offense. The Head Administrator or his/her designee may suspend the student under the suspension procedures. Tier Three offenses include, but are not limited to:

- 1) Repeated and/or Serious Tier One and/or Tier Two Offenses.
- 2) Violence and Threats of Violence
 - a. Physical Injury
 - i. Inflicting bodily injury upon another person
 - ii. Physically contacting another student, which results in physical injury or unacceptable physical contact
 - i. Willfully engaging in a course of conduct that unreasonably places School employees, personnel, officials, parent volunteers, any members of the School community, or other students at risk of physical injury
 - b. Threats
 - i. Threatening a School building or any School premises at which an extracurricular event, interscholastic competition, or any other School program or activity is occurring with a bomb
 - ii. Threatening to inflict bodily injury upon another person
- 3) Miscellaneous Prohibited and/or Illegal Activity
 - a. Extorting another person by threat, intimidation, or coercion
 - b. Obtaining or attempting to obtain money, information, or personal property by means of theft, robbery, or fraud/deception
 - c. Transferring, distributing, selling, or purchasing stolen goods
 - d. Engaging in or committing an act that is criminally punishable
 - e. Participating in or organizing any gambling activity, which involves the payment or exchange of something of value in return for the chance to win a prize or something of value
 - f. Participating in any illegal gang-related activity
 - g. Using, possessing, selling, purchasing, or distributing any banned or controlled substance, drug, alcohol, alcohol product, tobacco product or similar substance capable of altering behavior, mood, feelings, or state of mind including any paraphernalia associated with the particular substance
 - h. Making unwanted sexual requests, advances, or communications or engaging in any other form of sexual harassment

Tier Four. A Tier Four Offense occurs if the student continues to violate the rules despite appropriate action at Tiers One, Two, and Three or the student engages in conduct constituting a

Tier Four offense. Tier Four offenses are punishable by exclusion, under the exclusion procedures. Tier Four offenses include, but are not limited to:

- 1) Repeated and/or Serious Tier One and/or Tier Two and/or Tier Three Offenses.
- 2) Weapons
 - a. Firearms
 - i. Bringing a firearm to the School or onto any School property
 1. Mandatory one-year expulsion
 - ii. Bringing a firearm to an interscholastic competition, an extracurricular event, or any other School program or activity that is not located in the School or on School property
 1. Discretionary one-year expulsion
 - iii. Possessing a firearm at School, on School property, or at an interscholastic competition, an extracurricular event, or any other School program or activity, which was initially brought onto School property by another person
 1. Discretionary one-year expulsion
 - b. Knives
 - i. Bringing a knife to the School, onto any School property, to an interscholastic competition, an extracurricular event, or any other School program or activity
 1. Discretionary one-year expulsion
 - ii. Possessing a knife at School, on School property, or at an interscholastic competition, an extracurricular event, or any other School program or activity, which was initially brought onto School property by another person
 1. Discretionary one-year expulsion
 - c. Dangerous Weapons
 - i. Bringing or possessing a dangerous weapon, device, instrument, material, or substance capable of causing death or serious bodily harm on School property

Cross Reference: Policy No. **2650**, Bomb Threats; Policy No. **2660**, Weapons; Policy No. **2670** Public Conduct on School Property; Policy No. **4103**, Harassment and Sexual Harassment; Policy No. **4104**, Policy on Harassment, Intimidation, and Bullying; Policy No. **4105**, Anti-Hazing Policy; Policy No. **4106**, Policy on Gang Activity & Other Prohibited Groups; Policy No. **4410**, Student Bill of Rights & Responsibilities; Policy No. **4430**, Internet & Technology Acceptable Use; Policy No. **4440**, Use of Mobile Electronic Devices; Policy No. **4450**, Student Symbolic Expression; Policy No. **4460**, Student Symbolic Expression; Policy No. **4470**, Drugs, Alcohol, and Tobacco; Policy No. **4520**, Transportation Discipline; Policy No. **4530**, Suspension & Expulsion Policy; Policy No. **4540**, Disciplining a 504 Student; Policy No. **4550**, Suspension & Expulsion Policy for Students with Disabilities; Policy No. **4560**, Positive Behavior Interventions and Support, Seclusion, and Prohibited Practices.

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.

If an alleged violation of the Code of Conduct meets the definition of sexual harassment under Title IX, then the School must follow its Policy No. 3120, Title IX Compliance and Grievance Procedure prior to imposing any disciplinary sanctions or other actions that are not supportive measures.

Violations of the Code of Conduct, for pre-k to 3rd grade students, are broken down into the following Categories:

Category 1: A serious and specific offense for which suspension or expulsion is statutorily required (e.g., bringing a firearm to school) or statutorily authorized (e.g., possessing a firearm, bringing a knife capable of causing serious bodily injury, making a bomb threat, or causing serious harm to persons or property).

Category 2: An offense not listed in Category 1 but for which the School determined suspension was necessary to protect the immediate health and safety of the student, the student's fellow classmates, or the classroom staff or teachers.

Category 3: A "minor offense" that neither belongs in Category 1 or Category 2.

Students may be excluded by:

- *In-School Suspension.* A student may be removed temporarily to an in-school suspension, which is a suspension served in a supervised learning environment within the School setting.
- *Out of School Suspension.* A student may be removed temporarily from the School for a maximum of ten (10) days for misconduct and violating school rules. Said students shall have an opportunity to (1) complete missed classroom assignments and (2) receive at least partial credit for any assignment completed. The School may reduce a student's grade due to the student's suspension, but the School shall not assign a failing grade solely because of the student's suspension.
 - *Exception:* Pre-K to 3rd grade students shall only be subject an out of school suspension for serious offenses or only as necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.
- *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. The School shall then proceed to have a hearing on the next school day.

- *Exception:* Pre-K through 3rd grade students may be removed on an emergency basis only for the remainder of the school day and shall be permitted to return to curricular and extracurricular activities on the school day following the day in which the student was removed. When a student is removed and returned to curricular and extracurricular activities on the next school day, the School shall not be required to hold a hearing provide notice of such hearing. Suspension proceedings shall not be initiated against a student in Pre-K through 3rd grade who was removed from a curricular or extracurricular activity on an emergency basis unless the student committed a serious offense or it is necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.
- *Expulsion.* A student may be removed entirely for a maximum of one (1) year or up to eighty (80) days depending on the severity of the student's behavior. All expulsions require a hearing.
 - *Exception:* Pre-K to 3rd grade students shall only be subject to an out of school expulsion for serious offenses or only as necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.
- *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 on the next school day.
 - *Exception:* Pre-K through 3rd grade students may be removed on an emergency basis only for the remainder of the school day and shall be permitted to return to curricular and extracurricular activities on the school day following the day in which the student was removed. When a student is removed and returned to curricular and extracurricular activities on the next school day, the School shall not be required to hold a hearing provide notice of such hearing. Expulsion proceedings shall not be initiated against a student in Pre-K through 3rd grade who was removed from a curricular or extracurricular activity on an emergency basis unless the student committed a serious offense or it is necessary to protect the immediate health and safety of the student, fellow classmates, classroom staff and teachers, or other employees.

Suspension

A student may be suspended for a maximum of ten (10) days for misconduct and violating school rules. , If a suspension is imposed with fewer than ten (10) days left in the school year, the student may be required to perform community service or another alternative consequence for a number of hours equal to the remaining period of the suspension. The student shall be required to begin the community service or alternative consequence during the first full weekday of summer break. The School, in its discretion, may develop an appropriate list of alternative consequences. If the student fails to complete community service or the assigned alternative consequence, the School shall determine an appropriate course of action. Such action, however, shall not include requiring

the student to serve the remaining period of the suspension at the beginning of the following school year.

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 No. **3810.2**. 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, with a “Notice of Suspension,” Form No. **3810.3**. The written notification shall explain the reasons for the suspension. The student’s parents or guardian shall also be notified, in writing with a “Notice of Suspension Letter,” Form No. **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 Removal,” Form No. **3810.1**, as soon as practicable. The notice shall provide reasons for the removal and notify the student of a hearing.

- The hearing shall take place the next school day 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 with a "Notice of Suspension," Form No. **3810.3**. The written notification shall explain the reasons for the suspension. The student's parents or guardian shall also be notified, in writing with a "Notice of Suspension Letter," Form No. **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.

Ability to Make Up Work Required

The School shall allow students to complete classroom assignments missed during both in-school and out-of-school suspensions.

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 capable of causing serious bodily injury or possessing a knife capable of causing serious bodily injury 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 receive of any such weapon, any firearm or firearm silence; 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," Form No. **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," Form No. **3810.6**. The written notification shall explain the reasons for the suspension. 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 (20) school days or if the expulsion will extend into the following semester or school year shall, 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,” Form No. **3810.1**, 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 the next school day 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,” Form No. **3810.6**. The written notification shall explain the reasons for the expulsion. 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 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.

Consultation with Mental Health Professional

Beginning 2018-2019 school year, the Head Administrator shall consult with a mental health professional under contract with the School prior to issuing an out-of-school suspension or expulsion for a student in any of grades pre-K through three. If the events leading up to suspension or expulsion indicate a need for additional mental health services, the Head Administrator or mental health professional must, without a financial burden to the School, assist the student's parent or guardian with locating providers or obtaining those services. That assistance might include referral to an independent mental health professional. This does not limit a School's responsibility to provide special education and support services in the manner required by Ohio and federal law.

The School, its governing authority, and its employees shall be immune from civil damages for injury, death, or loss to person or property arising from a school employee’s decision not to provide

or procure mental health services for a suspended or expelled student, unless the decision is made with malicious purpose, in bad faith, or in a wanton or reckless manner.

Permanent Exclusion

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.

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.

Reporting to the Department of Education

For each of school years 2018-2019, 2019-2020, 2020-2021, and 2021-2022, the School must report to the Department of Education the number of out-of-school suspensions and expulsions issued for any of its students in any of grades pre-K through three, placing each suspension or expulsion in one of the three categories.

Using the numbers reported for the 2018-2019 school year as a base line, each district or school must reduce the number of Category 3 suspensions according to the following schedule:

2017/2018: 0%
2018/2019: 0%
2019/2020: 25%
2020/2021: 50%
2021/2022: 100%

Additionally, the School must report to the Department of Education, information on whether the School has implemented a PBIS framework.

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; R.C. 3314.03; 3314.146.

Cross Reference: Policy No. **4510**, Tiered Student Discipline Program; Policy No. **4520**, Transportation Discipline; Policy No. **4540**, Disciplining a 504 Student; Policy No. **4550**, Suspension & Expulsion Policy for Students with Disabilities.

Attachment 11

IRN No. 008289

Community School Budget

County: Lucas

Eagle Learning Center
Budget for Fiscal Year 2024

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	\$ 358,365.00										\$ 358,365.00
Retirement Fringe Benefits 200	\$ 87,821.00										\$ 87,821.00
Purchased Services 400	\$ -	\$ 1,700.00	\$ 35,090.80	\$ 63,603.00	\$ 58,910.00		\$ 63,633.00			\$ 4,000.00	\$ 226,936.80
Supplies 500	\$ -	\$ 34,801.00	\$ -		\$ -						\$ 34,801.00
Capital Outlay 600	\$ -										\$ -
Other 800		\$ 5,478.00					\$ -				\$ 5,478.00
Total	\$ 446,186.00	\$ 41,979.00	\$ 35,090.80	\$ 63,603.00	\$ 58,910.00	\$ -	\$ 63,633.00	\$ -	\$ -	\$ 4,000.00	\$ 713,401.80

Budget Per Pupil

Estimated Student Enrollment	55	\$8,112.47	\$763.25	\$638.01	\$1,156.42	\$1,071.09	\$0.00	\$1,156.96	\$0.00	\$0.00	\$72.73	\$12,970.94
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Assumption for the Fiscal Year 2024													
Expected Enrollment													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Students										14	14	14	13
Expected Instructors													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										3	3	3	4
Expected Administrative Staff													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff										1		1	1
All Other Expected Staff													
Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Staff											1	1	1
Expected Purchased Services													
Rent	\$	43,536.00											
Utilities	\$	2,100.00											
Other Facility Costs	\$	10,974.00											
Insurance	\$	3,052.00											
Management Fee	\$	-											
Sponsor Fee	\$	16,757.00											
Audit Fees	\$	8,500.00											
Contingency	\$	-											
Transportation	\$	-											
Food Service	\$	-											
Legal	\$	7,781.00											
Marketing	\$	3,000.00											
Consulting	\$	75,603.00											
Salaries and Wages	\$	-											
Employee Benefits	\$	-											
Special Education Services	\$	-											
Technology Services	\$	51,633.00											
Food Services	\$	-											
Other	\$	4,000.00											
Total	\$	226,936.00											
Fiscal Year 2024-2028 Projected Debt													
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor								
FTE Review	\$ -	\$ -	\$ -	\$ -									
Loan A	\$ -	\$ -	\$ -	\$ -									
Loan B	\$ -	\$ -	\$ -	\$ -									
Line of Credit	\$ -	\$ -	\$ -	\$ -									
Notes, Bonds	\$ -	\$ -	\$ -	\$ -									
Capital Leases	\$ -	\$ -	\$ -	\$ -									
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -									
Total	\$ -	\$ -	\$ -	\$ -									

Narrative Summary

Name of sponsor: ODE
Name of management company: None
Name of treasurer: Stephanie Ataya

FY24 - May 2024 Submission

IRN No.: 008289

Type of School: Brick and Mortar

Contract Term: 6/30/2024

County: Lucas

School Name: Eagle Learning Center, Inc.

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2021 through 2023, Actual and
the Fiscal Years Ending 2024 through 2028, Forecasted

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 402,341	\$ 435,959	\$ 448,917	\$ 528,112	\$ 543,955	\$ 560,274	\$ 577,082	\$ 594,394
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	9,545	22,147	25,711	26,141	26,246	27,033	27,844	28,680
Total Operating Receipts	\$ 411,886	\$ 458,106	\$ 474,628	\$ 554,253	\$ 570,201	\$ 587,307	\$ 604,926	\$ 623,074
Operating Disbursements								
100 Salaries and Wages	\$ 251,590	\$ 292,327	\$ 374,746	\$ 350,052	\$ 315,406	\$ 323,098	\$ 332,566	\$ 342,318
200 Employee Retirement and Insurance Benefits	56,495	109,838	97,739	89,821	83,732	79,497	82,605	85,850
400 Purchased Services	258,414	196,158	246,541	243,508	239,842	244,587	248,871	253,302
500 Supplies and Materials	3,270	12,161	52,111	41,877	36,057	37,139	38,253	39,401
600 Capital Outlay - New	-	-	-	-	-	-	-	-
700 Capital Outlay - Replacement	2,043	3,128	-	-	-	-	-	-
800 Other	13,776	18,121	4,549	5,478	3,477	3,578	3,681	3,788
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 585,588	\$ 631,733	\$ 775,686	\$ 730,736	\$ 678,514	\$ 687,899	\$ 705,976	\$ 724,659
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (173,702)	\$ (173,627)	\$ (301,058)	\$ (176,483)	\$ (108,313)	\$ (100,592)	\$ (101,050)	\$ (101,585)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 51,135	\$ 127,821	\$ 151,134	\$ 127,278	\$ 115,249	\$ 118,707	\$ 122,268	\$ 125,936
State Grants (3200, except 3211)	-	-	12,500	47,763	2,500	2,500	2,500	2,500
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	3,574	51	25	2,100	2,163	2,228	2,295	2,364
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	(157)	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 54,709	\$ 127,715	\$ 163,659	\$ 177,141	\$ 119,912	\$ 123,435	\$ 127,063	\$ 130,800
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating								
Disbursements	\$ (118,993)	\$ (45,912)	\$ (137,399)	\$ 658	\$ 11,599	\$ 22,843	\$ 26,013	\$ 29,215
Fund Cash Balance Beginning of Fiscal Year	\$ 436,364	\$ 317,371	\$ 271,459	\$ 134,060	\$ 134,718	\$ 146,317	\$ 169,160	\$ 195,173
Fund Cash Balance End of Fiscal Year	\$ 317,371	\$ 271,459	\$ 134,060	\$ 134,718	\$ 146,317	\$ 169,160	\$ 195,173	\$ 224,388

Assumptions

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
Staffing/Enrollment								
Total Student FTE	55	47	52	52	54	55	57	59
Instructional Staff	10	13	13	12	13	13	13	14
Administrative Staff	2	4	3	3	3	3	3	4
Other Staff	1	1	3	3	3	3	3	4
Purchased Services								
Rent	\$ 22,000.00	\$ 21,600.00	\$ 42,208.44	\$ 43,536.00	\$ 43,536.00	\$ 43,537.00	\$ 43,537.00	\$ 43,537.00
Utilities	27,787.21	10,338.33	3,440.70	8,500.00	8,755.00	9,017.65	9,288.18	9,566.82
Other Facility Costs	16,934.88	6,817.20	28,198.50	19,811.00	13,757.00	14,169.71	14,594.80	15,032.65
Insurance	4,300.50	3,987.75	2,800.00	3,052.00	3,144.00	3,426.96	3,735.39	4,071.57
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	14,238.97	11,656.02	13,468.00	15,843.00	16,318.65	16,808.21	17,312.46	17,831.83
Audit Fees	8,270.00	8,570.00	8,827.10	8,500.00	8,500.00	8,755.00	9,017.65	9,288.18
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	-	-	-	-	-	-
Legal	12,601.49	630.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Marketing	23,285.22	2,254.80	7,500.00	8,000.00	8,240.00	8,487.20	8,741.82	9,004.07
Consulting	43,375.00	54,542.00	72,723.00	75,655.00	79,241.00	78,918.23	79,512.78	80,125.16
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	3,172.57	-	-	-	-	-	-
Special Education Services	-	-	-	-	-	-	-	-
Technology Services	85,620.62	52,925.33	50,263.00	51,633.40	49,282.40	50,760.87	52,283.70	53,852.21
Food Services	-	-	-	-	-	-	-	-
Other	-	19,664.00	11,112.40	2,978.00	3,068.00	4,705.45	4,846.62	4,992.01
Total	\$ 258,413.89	\$ 196,158.00	\$ 246,541.14	\$ 243,508.40	\$ 239,842.05	\$ 244,586.29	\$ 248,870.38	\$ 253,301.51
Financial Metrics								
Debt Service Payments	\$ -	\$ 157	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	-291.43	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	-14.55%	10.64%	0.00%	3.85%	1.85%	3.64%	3.51%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	11.22%	3.61%	16.78%	2.88%	3.00%	3.00%	3.00%
Growth in Non-Operating Receipts/Expenses	0.00%	133.44%	28.14%	8.24%	-32.31%	2.94%	2.94%	2.94%
Days of Cash	0.75	0.50	0.35	0.18	0.20	0.21	0.24	0.27

Assumptions Narrative Summary

Fiscal Year 2024-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	-
Loan A	\$ -	\$ -	\$ -	\$ -	-
Loan B	\$ -	\$ -	\$ -	\$ -	-
Line of Credit	\$ -	\$ -	\$ -	\$ -	-
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	-
Capital Leases	\$ -	\$ -	\$ -	\$ -	-
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	-
Total	\$ -	\$ -	\$ -	\$ -	-

*FY2021 & FY2022 From Audited Financials and Footnotes

*FY2023 From Unaudited Financials

*The School Fund Balance and Accounting is Maintained On An Accrual Basis Annually Excluding Gasb 68 and 75

*FTE Expected To Be 52 in FY2024, 54 in FY2025, 55 in FY2026, 57 in FY2027, 59 in FY2028

*State Basic Foundation Is Calculated By Multiplying the FTE Per Pupil Blended Average Revenue Amount As According To the Community Settlement Reports, or **\$10,122.08** Per Pupil.

*Facilities Funding Will Be \$1000/FTE for FY24-FY28

*School Separated From Its Management Company Starting In FY2019.

*School Currently Has No Management Company

*Other Operating Revenues Include Miscellaneous Student Deposits for Fundraisers and Field Trips and Summer School

*Salaries and Wages Are Expected to Rise By 3% Each Year Due To Inflation and Retention Salary Adjustments

*All additional staff anticipated are not full FTE and based upon part time hours.

*Board Stipends Will Be \$125 Per Meeting Through FY2028

*Benefits are 14% of Salaries and Wages for Employer Retirement Costs. Additionally, There Are Medical Insurance Premiums and Payroll Taxes

*School Rent is \$3,628.04 Per Month

*The School Does Not Anticipate Any Capital Outlay Costs

*Utilities Expected To Increase By 3% Each Year

*Other Facility Costs Include Property Services, Security, Lawn Maintenance, and General Repairs with An Expectation To Increase By 3% Each Year

*Insurance Includes D&O And General Liability Insurance Premiums. Anticipated To Increase By 3% Per Year After FY2024

*Sponsor Fees Expected To Remain at 3% of Basic Foundation Aid with ODE

*The School Does Not Anticipate Any Transportation Costs For FY2021 Onwards

*Legal Fees Anticipated To Rise By 3% Each Year Due To Inflation

*Marketing Costs Increased By 3% Each Year With Inflation

*Consulting Fees Include Treasury Services, Tax Prep, Payroll Processing Fees, CCIP Consultant Services, and EMIS Consultant Services

*Treasury Services are with Marcum, Stephanie Ataya, Services through FY2028

*Other Purchased Services include costs for Travel Mileage, Instructional Service, Printer/Copier, Postage Costs, and Professional Development

*Supplies and Materials Will Decrease from FY2023-FY2028

*Other Operating Disbursements Include Bank Fees, Membership Fees, Any Non-Instructional Board Expenses, and other Miscellaneous Costs Not Classified In Any Other Category

*Grant Funding will Increase at same rate as FTE growth

*State Grant Funding in FY2022 Includes High School 22+. FY24-FY28 we anticipate 1 additional FTE at 5k max per FTE

*The School Anticipates Total Expenditures Per FTE To Be The Following Over The Next 5 Years; FY2024 - \$14,052.60, FY2025 - \$12,725.10 , FY2026 - \$12,530.34, FY2027 - \$12,485.31, FY2028 - \$12,422.65

*The School's Payroll will adjust with the loss of grant funding.

Attachment 12



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

No. **999127337**

That we Stephanie Ataya

of 521 Brentwood Blvd., Copley, OH 44321

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

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

3540 Seaman Rd. Ste B, Oregon, OH 43616-4357

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

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

(\$25,000.00) DOLLARS, for the payment of which, well and truly

to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been elected or appointed to (or holds by operation of law) the office of Treasurer

for a term

beginning on August 9, 2023 and ending on August 9, 2024.

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

First: That the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to State of Ohio for Eagle Learning Center

3540 Seaman Rd. Ste B, Oregon, OH 43616-4357 and this bond shall be deemed canceled at the expiration of said thirty (30) days, the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond, for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this bond and its release from all liability hereunder, refund the premium paid, less a pro rate part thereof for the time this bond shall have been in force.

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

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

SIGNED, SEALED and DATED June 15, 2023.

Stephanie Ataya



The Ohio Casualty Insurance Company

By: Timothy A. Mikolajewski
Timothy A. Mikolajewski

Attorney-in-Fact

OATH OF OFFICE

STATE OF _____ }
County of _____ } SS

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

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Stephanie Ataya

Agency Name: Hylant Group Inc.

Bond Number: 999127337

Obligee: State of Ohio for Eagle Learning Center


Bond Amount: (\$25,000.00) Twenty-five Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: 

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

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

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 15th day of June, 2023.



By: 

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

March 10, 2023

Board of Directors
Eagle Learning Center Inc.

(Sent Via Email)

Re: Ohio School Treasury Services for the fiscal year June 30, 2024

Dear Board of Directors:

Thank you for choosing Marcum LLP (“Marcum,” “we,” “us” or “our”) to provide school treasury services for Eagle Learning Center Inc. (“Client,” “School,” “Board”).

The purpose of this Engagement letter, including **Schedule A -Treasury Services and Attachment B- Marcum LLP Engagement Terms**, (collectively, the “Agreement”), is to document the understanding between Marcum and Client related to the school treasury services (the “Services”) for the School for the year ending June 30, 2024 .

The “Treasurer” provided in this Agreement by Marcum and agreed to by you, is recognized by the State of Ohio as an Officer of the School (sometimes referred to as Fiscal Officer) and serves in a fiduciary capacity to the School in accordance with all applicable laws, rules and regulations. The Treasurer will remain licensed and authorized to serve during the term of the engagement. In connection with performing the function of a treasurer, the Treasurer will continue to carry a bond payable to the state. The Treasurer will procure bond and insurance coverage for the School’s directors and officers as requested by the School pursuant to its Sponsor Agreement.

School Services

During the term of our engagement, we will perform Services included **on Schedule A Treasury Services, Schedule B Federal Grants Administration, and Schedule C Payroll Services.**

It is understood that our responsibility for such Services will encompass only periods covered under this Agreement and will not extend to any subsequent periods for which we are not engaged. If the School closes Marcum may be separately engaged to perform additional services pursuant to a separate written agreement between the parties for the closure/wind-up and period until the issuance of the last audit report by the Auditor of State of Ohio.

During this engagement, the monthly financial statements produced by the Treasurer are issued in a fiduciary capacity and considered internally prepared financials of the School by the Fiscal Officer (Treasurer) of the School and are not considered independent attestation engagements of

Marcum. The internally prepared monthly financial statements of the School are prepared at the direction of the Treasurer and will exclude all elements of GASB 68 and 75, be labeled “Unaudited”, and will be sent to the School’s Sponsor by the Sponsor’s contracted due date.

In order to have timely financials submitted for audit, we will provide all information necessary to your GAAP compiler to produce GAAP Basis financial statements, in accordance with GAGAS, except calculations and schedules related to GASB 68 and 75.

We are not being engaged to prepare compiled, reviewed or audited financial statements or perform compilation, review or audit services. Accordingly, our work in this engagement is not intended to result in the preparation or issuance of a compiled, reviewed or audited financial statement. However, as indicated in the Schedule of Services, the Treasurer will work with the audit team assigned by the Auditor of State’s office in order to respond to any requests made. If the requests relate to non-financial items, the Treasurer will coordinate a reply from the responsible party.

Your Responsibilities

The Treasurer will not perform management functions or make management decisions for you. However, the Treasurer, will provide advice, research materials and recommendations to assist your management in performing its functions and making decisions.

In the course of the engagement, the Treasurer will be expected to sign documents in his/her role as an appointed Officer of the School as defined in the School’s Code of Regulations, a copy of which the School will provide to the Treasurer. Any documents signed will be a reflection of items approved by the “Board”.

The above Services will be performed based on data and information made available to us by you or on your behalf. We will not verify or audit this information. None of these services can be relied on to detect errors, fraud or illegal acts that may exist. However, we will inform you of any material errors, fraud or illegal acts that come to our attention, consistent with the advice of legal counsel.

As a condition to our performing the Services described above, you agree to:

- Make all management decisions and perform all management functions.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the Board or School’s use of the Services.
- Approve policies for accounting, internal control, and electronic payment (PEX card, credit card or otherwise).

Timing

We have mutually agreed to commence work for the Services described in this Agreement as outlined in attached schedules on July 1, 2023 .

You acknowledge that we must have adequate time to conduct our engagement. We will require your assistance to provide us with information on a timely basis in order to complete our engagement in an efficient and timely manner. We may provide you with a request for information and you must respond to these requests completely, accurately and to the best of your knowledge at the time. Should we not receive such information and assistance from you, due to the school's own negligence or lack of diligence, with sufficient time to complete the Services, then you acknowledge that we can give no assurances that our Services will be completed prior to the time required by law.

Unless specified herein as our responsibility to provide, you shall have obtained for us, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for Marcum to perform the Services contemplated hereunder (including use of any necessary software or data). You shall also provide us, on a timely basis, with such information, approvals and assistance as may be necessary to our work or as may reasonably be requested.

Fees and Payment Terms

Our fee will be based on the services to be provided hereunder. You will also be billed for travel and other out-of-pocket costs as incurred as more fully described in **Attachment A and B** under "Fees". Our full monthly fee is earned and payable for any month that this Agreement is effective.

Our invoices will be issued on or prior to the end of each month of Service and payable upon issuance.

Our invoices for these fees will be rendered as the work progresses, and are due and payable upon presentation. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty (30) days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due sixty (60) days from the invoice date will incur a finance charge of 1% per month. Nothing herein shall be construed as extending the due date of payments required under this Agreement, and you agree that we are not responsible for the impact on the Company of any delay that results from such non-payment by you.

Other Matters

Marcum's engagement for the preparation of IRS Form 990 may be included in a separate engagement letter if the School determines to engage Marcum for such preparation.

Agreement

This Agreement, including its Attachments, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. The letter may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. The agreements of the parties contained in the engagement letter will survive the completion or termination of this engagement. If any provision of this Agreement is determined to be unenforceable, all other provisions shall remain in force.

If you agree with the terms of our engagement, as described in this letter, please sign the engagement letter and return it to us by email and we will send you a fully executed copy.

We appreciate the opportunity to serve you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,

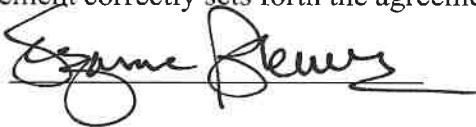
Marcum LLP



Stephanie Ataya
Licensed Ohio School Treasurer

AGREED AND ACCEPTED:

This Agreement correctly sets forth the agreement Eagle Learning Center Inc.

Signature: 

Title: Board President

Date: 5/8/2023

Attachment C**MARCUM LLP ENGAGEMENT TERMS**

These terms in this Attachment C apply to the Agreement described in any engagement letter referencing them (and supersede any inconsistent terms) but shall also apply to any additional work we may be asked to perform for Client within twelve months of any such engagement letter (unless a separate engagement letter is used). In the event that there is a conflict between the engagement letter and this Attachment C, the terms of this Attachment C shall control. All capitalized terms used herein that are undefined shall have the meaning provided elsewhere in the Agreement.

Cooperation and Participation, Effect on Fees. Client's management is responsible for approving transactions in the books of accounts and for the safeguarding of assets and for providing substantially accurate financial records to the best of the school's knowledge at the time. Marcum shall endeavor to be alert to any information provided by or on behalf of Client that is incorrect or missing and shall apply its normal diligence in this regard; nevertheless, Marcum shall be entitled to rely on the accuracy, completeness, and reliability of all information provided by, and on all decisions and approvals of, Client (and Client's retained advisors, consultants, or legal counsel). Client's management shall be solely responsible for applying independent business judgment with respect to Marcum's Services and work product (including decisions on implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. Further, Client is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing the services provided and evaluating the adequacy and results of the Services performed.

1. **Use and Reliance.** Marcum's working papers are the property of Marcum. We will retain the documentation in accordance with the School's document retention policies and as required by law, which may be amended from time to time. Marcum's work product resulting from the engagement (except for copies of filed tax returns) is solely intended for Client's use for the specific purpose provided and no other purpose. Unless otherwise agreed to in writing by Marcum, our work product is not to be relied upon by any third parties in any manner or for any purpose; this engagement does not create any privity between Marcum and any third party. Client shall indemnify Marcum and its personnel from third party claims, liabilities costs and expenses for the School or Board's unauthorized use of Marcum's work product. The conclusions expressed in our deliverables are based upon the facts presented by Client or by others on Client's behalf and may be inapplicable if the actual facts differ from those presented in any respect.
2. **Agreed Upon Scope of Work.** Marcum shall be obligated only for work or deliverables specified in the Agreement referencing these terms, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. To the extent all specific details of the engagement are not so documented, the parties shall work diligently and in good faith to document them at the request of either party. Unless expressly provided for, Marcum's Services do not include giving testimony or appearing or participating in discovery proceedings, in administrative hearings, in court, or in other legal or regulatory inquiries or proceedings. Except as otherwise agreed by the parties in writing, Marcum's engagement ends on completion of the services or expiration or termination of this Agreement.

Our Services under this Agreement and this Attachment C do not constitute legal or investment advice. We recommend that you retain competent legal counsel and investment advisers.

To the extent that we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party as a result of our prior or future services to you, we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including legal fees) in complying with such request or demand. This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession and this Agreement.

3. Legal and Regulatory Change. Marcum may periodically communicate changes in laws, rules or regulations to Client. However, Client has not engaged Marcum, and Marcum does not undertake an obligation, to advise Client of changes in laws, rules, regulations, industry or market conditions, Client's own business practices or other circumstances, except to the extent required by professional standards. The conclusions expressed in our deliverables hereunder are based upon the tax laws as of the date of Service, which are subject to change, and our conclusions are limited solely to the matters for which we were engaged. Marcum will not update its conclusions should the law change unless specifically engaged to do so.
4. External Factors: Standards of Performance. Client acknowledges that this engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers often are not certain or verifiable in advance and where facts and available information change with time. Accordingly, evaluation of Marcum's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in this Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. Except as otherwise agreed by the parties in writing, Marcum is not responsible for updating any work after completion of the Services or expiration or termination of this Agreement.
5. Marcum Personnel. Marcum strives to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, you agree to the following: In the event that any of our employees accepts a position of employment with your School, or any of its related parties or affiliates at any time while we are performing services for you or within one year thereafter, irrespective of whether they've worked on your account or not, you agree to pay us a placement fee equal to the employee's annual compensation in effect on the date such employment was contracted. Such fee is payable when the employee accepts such a position.

If you need a permanent employee and would like assistance in locating this type of individual, we can provide personnel search assistance for a fee to help you locate and hire a qualified individual.

6. Confidentiality. To the extent that, in connection with this engagement, Marcum comes into possession of any proprietary or confidential information of Client, Marcum will not disclose such information to any third party without consent, except (a) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards, or in connection with litigation pertaining hereto, or (b) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Marcum in breach hereof, (ii) is disclosed by Client to a third party without substantially the same restrictions as set forth herein, (iii) becomes available to Marcum on a non-confidential basis from a source other than Client which Marcum believes is not prohibited from disclosing such information to Marcum

by obligation to Client, (iv) is known by Marcum prior to its receipt from Client without any obligation of confidentiality with respect thereto, or (v) is developed by Marcum independently of any disclosures made by Client to Marcum of such information. In addition, Client acknowledges and agrees that any such information that comes to the attention of Marcum in the course of performing this engagement may be considered and used by Marcum in the context of responding to its professional obligations as the independent accountants for Client. Solely to the extent that information obtained from Client is protected health information pursuant to the Health Insurance Portability and Accountability Act (as amended from time to time, "HIPAA"), this Agreement shall be deemed to incorporate all terms that HIPAA requires to be included in a business associate contract relating to such information.

7. **Business Risk Allocations.** Client agrees that Marcum's liability arising out of the Services and any related work product or other deliverables provided shall in no event exceed the total amount received hereunder for the portion of the work giving rise to liability; nor shall Marcum be liable for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity). This shall be your exclusive remedy. Also, because of the importance of the information that Client provides with respect to Marcum's ability to perform the Services, Client hereby releases Marcum and its partners, principals and employees from any liability, costs, fees, expenses, and damages (including defense costs) relating to the Services hereunder which are attributable to any information provided by Client personnel and Client's agents that is not complete, accurate or current.

To the extent permitted by law, client shall, upon the receipt of written notice, indemnify Marcum, and its partners, principals and employees, from any liability, costs, fees, expenses, and damages (including defense costs) associated with any third-party claim arising from or relating to Client's misrepresentations, or false or incomplete information provided to Marcum in the performance of its Services, or third party reliance on Marcum's work product or deliverable.

No action, regardless of form, arising out of the Services provided under this Agreement may be brought by either party more than one year after the date the last Services were provided under this Agreement.

8. **Waiver of Jury Trial; Jurisdiction and Venue; Governing Law.**

AS A MATERIAL INDUCEMENT FOR US TO ACCEPT THIS ENGAGEMENT AND/OR RENDER THE SERVICES TO CLIENT IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT:

Marcum and Client each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and/or the Services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party..

The terms and provisions of this Agreement, any course of conduct, course of dealing and/or action of Marcum and/or Client and our relationship with you shall be governed by the laws of the State of Ohio to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either Marcum or Client, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

9. Termination. We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment: our independence has been impaired; we can no longer rely on the integrity of management; or there may be a violation of applicable law, regulations or standards, a conflict of interest, or damage to our reputation), subject in either case to our right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this Agreement may require, plus applicable interest, costs, fees and attorney's fees. Upon termination by either party, Treasurer shall return all documents regarding the School's students, finances and or assets to the School promptly, provided that Marcum may maintain such information for document retention purposes or consistent with professional standards, applicable law, rule or regulation.
10. General.
- (a) We shall not be liable for any delay or failure in performance due to circumstances beyond our reasonable control.
 - (b) This engagement is being undertaken solely for the benefit of Client and no other person or entity shall be authorized to enforce the terms of this Agreement. Accordingly, except to the extent expressly provided herein to the contrary, there are no third-party beneficiaries under this Agreement.
 - (c) Except as otherwise required by applicable law, Client shall not make any public announcements in respect of this Agreement or otherwise communicate its terms without Marcum's prior written consent. However, the parties acknowledge that this Agreement and services described herein will be approved by the Client at a public meeting notice of which will be publicly announced.
 - (d) Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, or agency relationship.
 - (e) Client shall not assign any rights, obligations or claims relating to this Agreement.
 - (f) If any portion of the Agreement is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Eagle Learning Center Inc.

Schedule A, pg 1 of 2

Marcum LLP – Ohio School Treasury Services Contract: Schedule of Treasury Services and Fees 7/1/2023 to 6/30/2024

1. Licensed & Bondable Ohio School Treasurer- Provided
2. Banking
 - a. Board will name treasurer as signer on all school bank accounts. We don't anticipate, but may request addition of assistant treasurer as signer during course of contract.
 - b. Deposits and transfers when needed.
 - c. Reconcile bank to books monthly.
 - d. Wire transfers if needed.
 - e. Maintain ACH Listing.
 - f. Investigate and correct bank errors
 - g. Stop payments when needed.
3. Bill Pay and Accounts Payable
 - a. Maintain listing of management approved invoices
 - b. Bi-weekly bill pay runs.
 - c. Pay / Process director's board meeting stipends no later than 2 business days after the meeting.
 - d. Expedited payment (overnight / 2-day/ Normal US Mail) when regularly scheduled bill run is not adequate.
 - e. Respond to vendor questions about payments.
4. Accounting
 - a. Accounting records and ledger is maintained such that monthly, Year to Date Statement of Net Position and Statement of Changes in Net Position (excluding GASB 68 and 75) can be presented to the sponsor. This includes recording any known material revenue receivables or expense accruals each month and maintaining Capital Asset records.
 - b. Assist in revision of accounting policies as necessary.
 - c. Accounting for year-end, June 30, is held open until GAAP financial information is provided to GAAP provider.

The year will only be reopened for any newly issued bill, expense accrual, or receivable that is deemed material.
5. Reporting
 - a. Monthly: Statement of Net Position and Statement of Changes in Net Position (excluding GASB 68 and 75) Year to Date. This report will also include any additional schedules requested by the sponsor to fulfill the monthly financial reporting requirement.
 - b. Provide GAAP Provider with reconciled accounting records so that nature of the GAAP provider work is related to GASB 68 / 75 and report preparation.
 - c. ODE annual period H reporting is required on a cash basis of accounting. Our office will convert and report annual financial information to the ODE to fulfill the reporting requirement.
 - d. Annual Budget, Semi Annual Budget revision, and Semiannual Five Year Forecasts: We will work with management and Board committees to provide an annual budget and five year forecast for Board review and approval by the October deadline. In addition, we will prepare a budget revision leading up to the May Five year forecast.
 - e. Annual Vendor 1099 preparation: Filed for required vendors based on calendar year payments.
6. Title Grant Approver and CCIP Reporting
 - a. After approval by the schools CCIP administrator, our office will timely approve title applications, revisions, and PCR requests during our engagement.
 - b. Completion of CCIP Final Expenditure Report and 9/30 report with assistance from the schools CCIP coordinator\ administrator.
7. Meeting Presentations \ Questions
 - a. A representative will be available for dial-in to present financial information and filed questions for scheduled Board meetings- up to 6 per year.
 - b. We will respond to requests from management, board members, legal counsel, or the sponsor.
8. Auditor of State- Annual Financial Audit
 - a. We will work with the audit team assigned by the Auditor of State office in order to satisfy any requests made. If the requests relate to non-financial items, we will coordinate a reply from the responsible party.
 - b. We will communicate results of audit to the Board or Board Audit committee.
9. Outside of Scope Services:
 - a. In the course of providing comprehensive treasury services, it can be reasonable to expect there might require tasks that cannot be regularly anticipated and are not listed above.

We will include 3 hours of out of scope services as part of the engagement and will provide a running total of those amounts on the monthly billing. Any out of scope services in excess of 3 hours will be discussed and reviewed with the Board for approval at the time of service and before it is billed and will be at a rate of \$150 Hr.
 - b. Examples of out of scope services are on next page.
10. Fees-
 - a. The services listed above will be provided 7/1/2023 6/30/2024 at a rate of \$ 3,175 per month.
 - b. Mileage at standard federal mileage rate will be billed when required to physically attend.
 - c. As in the past, we will continue to use third party services that allow us to expeditiously provide the services listed above. By agreeing to this engagement, you are also agreeing to us using these providers on your behalf. If the fees for these services are paid for by our office, we will bill you for those costs.
 - d. Third party providers used:
 - i. Bill.com (maintaining accounts payable, mailing and postage costs ,stop payment fees)
 - ii. 1099.com (or similar service)
 - iii. QuickBooks

Examples of Out of Scope Services

- i. Title Grants Reviews
- ii. Title Grants Maintenance of Effort Failure-Resolution
- iii. Other ODE program reviews
- iv. Budgets / Projections in excess of 2 per year.
- v. Ohio Shared Services / DUNS updates
- vi. Public records requests
- vii. ODE Surveys
- viii. Insurance Applications
- ix. School Closure Procedures and Reporting

Marcum LLP – Ohio School Payroll Administration Services Contract: Schedule of Payroll Administration Services and Fees FY 7/1/2023 to 6/30/2024

1. Payroll Processing

- a. Manage third party payroll service system (Paycor recommended):
- b. Calculate and process each employees pay in accordance with contracted pay schedule.
- c. Payout and proration calculations; Final Pay
- d. New Hire On Boarding; Obtaining documents
- e. Update employee file for changes in employee information

2. Payroll Tax, Withholdings, and Benefits Payments and Reporting

- a. Ensure all tax withholding and employer tax amounts are paid, and timely remitted as necessary.
- b. Ensure all benefits or other required withholdings from employees pay (including garnishments) are paid and timely remitted as necessary.
- c. Ensure that all federal, state, and local monthly and annual tax reporting's are filed timely.
- d. Retain payroll registers, journals, and necessary documents for audit.

3. Other Reporting and Tasks

- a. STRS and SERS Annual Reporting and Payroll Estimations
- b. STRS and SERS Service Credit Reports
- c. STRS and SERS Retirement Verification Reports
- d. STRS and SERS Resolutions and Plan Documentation
- e. 403B / 457 Plan Documentation and Reporting
- f. Workers Compensation Premium Reporting

4. Current Scope

- a. Fee schedule presumes one location and up to 30 employees.
- b. Fee covers up to 2 pay schedules.

5. Schools Obligations:

- a. Management Representative (Principal, Superintendent, ETC) will be designated to approve draft processed payrolls prior to processing.
- b. Contracts, employee email, and other necessary data to properly calculate employees scheduled pay will be timely provided.

6. Outside of Scope Services:

- a. Items not specifically listed are considered out of scope and we have no responsibility to complete.
- b. If we become aware of necessary out of scope items, we will inform the school and update the agreement to include any necessary payroll administration related service.

7. Fees:

- a. The services listed above will be provided for 7/1/2023 to 6/30/2024 at a rate of \$ 800 per month.
- b. Mileage at standard federal mileage rate will be billed when required to travel.
- c. As in the past, we will continue to use third party services that allow us to expeditiously provide the services listed above. By agreeing to this engagement, you are also agreeing to us using these providers on your behalf. If the fees for these services are paid for by our office, we will bill you for those costs.
- d. Third party providers used:
 - i. Paycor (or other agreed upon third party service)

Eagle Learning Center Inc.

Marcum LLP – Federal Programs Administrative Assistance Contract: Schedule of Fees

7/1/2023 to 6/30/2024

1. CCIP:

- a. Assist designated school personnel with ODE CCIP system.
- b. Assist designated school personnel with One Plan.
- c. Assist designated school personnel with Decision Framework and/or EdSteps.
- d. Assist designated school personnel with CCIP Budget and Budget Revisions.
- e. Assist designated school personnel with Completion of Process Monthly Project Cash Requests.
- f. Monitor Budgets and Allocations.
- g. Process Final Expenditure Reports.
- h. Complete Annual 9/30 Report When Needed.
- i. Retain Documentation of School Time and Effort Logs, Parent/Teacher Surveys and Semi-Annual Certifications.
- j. Complete Necessary Audits Within State Compliance Portal.
- k. Provide Oversight on Grant Eligibility Guidelines.
- l. Oversee Completion of Federal Document Requirements.
- m. Other Reporting and Processing Necessary to Ensure Federal Program Compliance.

2. National School Lunch Program: -

- a. Assist designated school personnel with administration of daily lunch operations.
- b. Assist designated school personnel with completing all Required Documentation for Federal and State Agencies.
- c. Assist designated school personnel with requesting monthly lunch reimbursement claims.
- d. Assist designated school personnel with overseeing negotiations with food vendors.
- e. Retain Documentation for Student Eligibility Requirements.
- f. Provide Support and Oversight on Food Program Audits.

3. E-rate:

- a. Assist designated school personnel with completing Annual E-rate Applications.
- b. Assist designated school personnel with collecting and process invoices for E-rate services.
- c. Ensure Proper Receipts of E-rate Funds.
- d. Provide Support and Oversight On E-rate Audits.
- e. Other Reporting and Processing As Needed.

4. Outside of Scope Services:

- a. Items not specifically listed are considered out of scope and we have no responsibility to complete.
- b. If we become aware of necessary out of scope items, we will inform the school and update the agreement to include any necessary Federal Programs \ CCIP administration related services.

5. Fees:

- a. The services listed above will be provided for 7/1/2023 to 6/30/2024 at a rate of \$ 950 per month.
- b. Mileage at standard federal mileage rate will be billed when required to travel.

Attachment 13

Salary

Payment of Salary

Each employee's salary will in twenty-four (24) equal payments. The payments shall be distributed twice a month on the 15th and 30th. Should the payday fall on a weekend or holiday, the payday will be the last regular workday before the weekend or holiday.

Recording Time

The Head Administrator or his/her designee will explain to hourly employees the procedure for completing time sheets. All hourly employees are responsible for keeping accurate time. The School prohibits any employee from completing or directing another to complete another's time sheet.

Overtime

Federal law excludes exempt employees from receiving pay for working overtime. Non-exempt employees receive overtime pay when non-exempt employees work over forty (40) hours in a workweek.

A workweek is defined as Sunday through Saturday.

Overtime pay is defined as pay at one and one-half (1 ½) the regular pay.

Exempt Employees are defined as executive, administrative, professional and outside sales. Exempt employees are required to work as many hours as needed to complete their job requirements.

Exempt Employee Salary Deductions

In compliance with the Fair Labor Standards Act, the School prohibits improper deductions from the pay of exempt employees.

Deductions from an exempt employee's pay *may be* made for the following reasons:

- the employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- the employee is absent from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- to offset amounts employees receive as jury or witness fees, or for military pay; or
- for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Also, the School is not required to pay the full salary of an exempt employee and may make either partial day or full day deductions in these circumstances:

- in the initial or terminal week of employment;
- for penalties imposed in good faith for infractions of safety rules of major significance; or;

- for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

Employees who believe that an improper deduction has been made to their salary should immediately report this information to their direct supervisor or to the Head Administrator.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, employees will be promptly reimbursed for any improper deduction made.

Federal: 29 U.S.C. 201.

Ohio: R.C. 4113.15.

Cross Reference: Policy No. **5310**, Compensation and Benefits Overview; Policy No. **5330**, Benefits; Policy No. **5350**, Time Off; Policy No. **5360**, Family Medical Leave Act Policy.

Benefits

The Governing Authority realizes how benefits, personal and protective, that extend beyond an employee's salary are can be of great importance. The Governing Authority seeks to provide such benefits as the Governing Authority is able within the bounds of the law and the School's mission.

Health Insurance

Health insurance is provided for all full-time employees. Part-time employees are not provided paid health insurance, unless otherwise stated in writing. The Governing Authority's contribution shall be determined prior to the start of each school year.

The following are special circumstances affecting one's health insurance:

- Employees granted a leave of absence will not receive health insurance except as required by law under the Family Medical Leave Act (FMLA). While on leave, the employee may elect to pay premiums.
- Employees who resign *before* the end of their contract year will have Governing Authority paid health insurance extend through the end of the month in which their resignation date becomes effective.
- Teachers or Teacher Aids who resign at the end of their contract year will have Governing Authority paid health insurance extend through August of that year.
- All other employees who resign at the end of a contract will have health insurance paid through the end of the month immediately following the end of the contract.

Dental and Legal Insurance

Dental and legal insurance shall be contracted for but will be paid for entirely by the employee. The employee may use his or her FSA money to cover the costs.

Annuities

The Governing Authority may contract with companies to provide tax sheltered annuities. Contributions are paid entirely by the employee and will be made through payroll deduction.

Workers' Compensation Insurance

Under Ohio law, all employees are covered by Workers' Compensation Insurance. The law provides that employees injured in the performance of their duties may be eligible for payment of medical expenses.

Any employee who is injured while at work must immediately report the injury to his/her supervisor and take all necessary steps required by law. Failure to comply with all testing required by law and regulation may make the injured employee ineligible to receive workers' compensation benefits.

Any employee that fails to report an injury while at work will be disciplined and may be discharged.

STRS/SERS

Ohio law has created two funds for payment of retirement and benefits to certain employees of the School. The retirement systems, the State Public Employee Retirement System, or SERS, and the State Teacher Retirement System, or STRS. Not all employees or contractors will be eligible for STRS or SERS. Eligibility will be determined based on several factors including the law, particular facts, and other circumstances.

Unemployment Compensation

Ohio law insures most workers for unemployment compensation. Should an employee lose his/her job under the applicable conditions, the employee will receive income for a period of time.

Ohio: O.R.C. 3307.03, 145.03, 9.90, 4123.01, 4123.83, 4141.01.

Cross Reference: Policy No. **5310**, Compensation and Benefits Overview; Policy No. **5320**, Salary; Policy No. **5350**, Time Off; Policy No. **5360**, Family Medical Leave Act Policy.

Time Off

Personal Leave

Personal leave may be used for personal matters including vacation, illness, or family illness. Each full-time employee will receive a maximum 15 paid days per year.

The School requires employees to request time off as early as possible. Employees absent for unforeseen reasons, such as an emergency or illness, must notify the Head Administrator no later than 1-1/2 hours before the opening of school. Upon return, the employee must complete a return from leave form.

If an employee is terminated or resigns, the employee will not be paid for remaining personal leave.

Emergencies may require this policy to change. If the Federal government or the State of Ohio declare a pandemic flu outbreak or other pandemic outbreak in the community, the School will not grant personal leave for vacations and will restrict personal leave to the employee's own illness or the illness of the employee's immediate family.

Personal Leave for Administrative Staff

Administrative Staff are subject to a different personal leave policy. Administrative staff includes personnel primarily engaged in administration, management, or support roles, as opposed to instruction.

Administrative Staff may take vacation leave as follows:

- Two (2) weeks during winter break,
- One (1) week during spring break, and
- One (1) week(s) during the month of July.

All vacation time described above must be preapproved as far in advance as possible but at least one month prior to the start of the requested vacation. Additionally, all vacation time off is contingent on the Administrative Staff member completing all assigned duties prior to taking vacation leave.

Administrative Staff are also entitled for personal leave including illness or family illness. Each full-time Administrative Staff employee will receive a maximum **15** paid days per year.

The School requires Administrative Staff Employees to request time off as early as possible. Employees absent for unforeseen reasons, such as an emergency or illness, must notify the Head Administrator no later than 1-1/2 hours before the opening of school. Upon return, the employee must complete a return from leave form.

If an employee is terminated or resigns, the employee will not be paid for remaining personal leave.

Emergencies may require this policy to change. If the Federal government or the State of Ohio declare a pandemic flu outbreak or other pandemic outbreak in the community, the School will not grant personal leave for vacations and will restrict personal leave to the employee's own illness or the illness of the employee's immediate family.

Military Duty Leave

The School follows all laws concerning military leave and re-employment rights upon return from military leave.

Military Leave for Family Member

In Accordance with the Ohio Family Military Leave Act, the School permits a qualifying employee to take unpaid leave up to ten (10) days or eighty (80) hours, whichever is less for certain military related occurrences, when the employee is the parent, spouse, guardian or former guardian of a military member that is called to active duty or is injured, wounded, or hospitalized while serving on active duty.

To be a qualifying employee, the employee must be employed at the School for at least twelve (12) consecutive months and the employee must have worked at least one thousand two hundred fifty (1,250) hours in the twelve (12) months preceding the leave. Additionally, the employee must notify the School as early as practicable and provide certification.

This leave is to be available only if the employee has no other leave available, except for sick leave or disability leave.

If leave is taken because employee's military relative is called to active duty, leave must be taken no more than two (2) weeks prior to or one (1) week after the deployment date of the military member.

During the leave, the School will continue to provide benefits to the employee. The employee shall be responsible for the same proportion of the cost of the benefits as the employee regularly pays during periods of time when the employee is not on leave. The employee will not earn salary or wages while on leave.

Upon return from leave, the School will restore the employee to the position the employee held prior to taking that leave or a position with equivalent seniority, benefits, pay, and other terms and conditions of employment.

Jury Duty Leave

If a full-time employee is selected for jury, the full-time employee shall be excused for the duration of jury duty service. While on jury duty, the employee shall continue to receive regular wages for the first two weeks of jury service. The employee may also keep any pay received from serving.

Employees receiving notice of jury duty must notify Human Resources as soon as possible so that the School may make necessary adjustments.

Medical Leave of Absence

Employees may seek a medical leave of absence if the employee is (1) unable to physically or mentally perform required job duties and (2) such a leave is recommended by a physician.

Medical leave must be reported to the Governing Authority.

A Medical leave of absence is unpaid, and the employee is prohibited from taking other employment while on leave. Additionally, the employee will not accumulate personal leave. Health insurance will not be continued. The employee, however, may elect to pay the cost of health insurance while on an approved leave.

Emergency Paid Sick Leave Act (“EPSLA”)

The School is required to provide employees with EPSL for a period of up to 80-hours for full-time employees. Part-time employees are also entitled to EPSL for up to the number of hours worked, on average, over a two-week period.³ “Employee” is defined as a person who has worked for the School, regardless of the duration of that employment (i.e., one-day or more). “Full-time employee” is defined as an employee who is normally scheduled to work 40 or more hours per week, and “part-time employee” is defined as an employee who is normally scheduled to work fewer than 40 hours per week. There is no length-of-service requirement to take EPSL: a new employee is immediately eligible to take EPSL for one of the reasons discussed next.

Reasons for EPSL

EPSL is available for the period of time (up to 80 work hours, i.e., two weeks for a full-time employee) the employee is **unable to work** (including telework) because:

- (1) The employee is subject to a Federal, State, or local **quarantine order** or isolation order **related to COVID-19**, including stay-at-home orders that cause the employee to be unable to work (including telework) even though the Board has work that the employee could perform but for the order.
- (2) The employee has been **advised by a health care provider** (i.e., a licensed Doctor of Medicine, nurse practitioner, or other health care provider permitted to issue a certification for purposes of the FMLA) **to self-quarantine** due to **concerns related to COVID-19**. An employee is not eligible for EPSL if he/she unilaterally decides to self-quarantine because the employee has symptoms associated with COVID-19.⁴
- (3) The employee is (a) **experiencing symptoms of COVID-19** and (b) **seeking a medical diagnosis**. EPSL may only be taken for this reason for the time the employee is unable to work because he/she is taking affirmative steps to obtain a medical diagnosis (e.g., time spent making, waiting for, or attending an appointment for a test for COVID-19). An employee who is waiting for the results of a test is able to telework, and therefore may not take EPSL, if (a) the Board has work for the employee to perform, (b) the Board permits

³ If you need guidance calculating the number of hours a part-time employee works if he/she does not have a normal schedule, please contact us.

⁴ As of July 16, 2020, the U.S. Centers for Disease Control and Prevention (“CDC”) lists the following symptoms as potentially associated with COVID-19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

the employee to perform the work from the location where the employee is waiting, and (c) there is no extenuating circumstances, such as serious COVID-19 symptoms that prevent the employee from performing the work.

- (4) The employee is **caring for an individual who is subject to an order as described above in Paragraph (1) or has been advised as described above in Paragraph (2).** “Individual” means an immediate family member or someone who regularly resides in the employee’s home. An employee may also take EPSL to care for someone if the employee’s relationship with that person creates an expectation that the employee would care for the person in a quarantine or self-quarantine situation, and the individual depends on the employee for care during the quarantine or self-quarantine.
- (5) The employee is **caring for his/her child⁵ if the school or place of care of the child has been closed,⁶ or the childcare provider of such child is unavailable, due to COVID-19 precautions.** The employee may only take EPSL (or Expanded FMLA leave) to care for his/her child when the employee is actually caring for his/her child and is unable to work (including telework) as a result of providing the care. The employee is ordinarily not considered to be needed to take such leave if a co-parent, co-guardian, or the employee’s usual childcare provider is available to provide the care the employee’s child needs.
- (6) The employee is experiencing **any other substantially similar condition** that may arise, as specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Amount of EPSL

EPSL is paid at the employee’s regular rate of pay (not to exceed \$511 per day or \$5,110 total) for reasons (1), (2) and (3), and at two-thirds of the employee’s regular rate of pay (not to exceed \$200 per day or \$2,000 total) for reasons (4), (5) and (6).

Ohio: R.C. 5906.02, 2313.19.

Federal: Families First Coronavirus Response Act.

Cross Reference: Policy No. **5310**, Compensation and Benefits Overview; Policy No. **5320**, Salary; Policy No. **5330**, Benefits; Policy No. **5350**, Time Off; Policy No. **5360**, Family Medical Leave Act Policy; Form No. **5350.1** EPSL Request Form.

⁵ “Child” ordinarily means the employee’s minor child (i.e. the child is under the age of 18), or child with a disability who is 18 years of age or older and incapable of self-care because of a mental or physical disability. “Child care provider” is defined as “someone who cares for [the employee’s] child” – i.e., a center-based child care provider, a group home child care provider, a family child care provider (e.g., nannies, *au pairs*, babysitters), as well as individuals who provide care at no cost and without a license on a regular basis (e.g., grandparents, other family members or friends, or neighbors).

⁶ The employee’s child’s school or place of care is closed when the physical location where the child ordinarily receives instruction or care is closed – i.e., if a child’s school or place of care moves to providing online instruction or to another model in which the child is expected or required to complete assignments at home, it is considered “closed” for purposes of the EPSL and Expanded FMLA.

Family Medical Leave Act Policy

In accordance with the Family Medical Leave Act (FMLA), the School seeks to balance employees' work and family life by permitting reasonable unpaid leave for certain family and medical needs. The School is required to provide FMLA leave to eligible employees when there are at least fifty (50) employees within a seventy-five (75) mile radius of the School.

Eligible Employees

To be eligible for FMLA leave, an employee must meet *all* of the following employment requirements:

- the employee must have worked for the School for at least twelve (12) months;
- the employee must have worked at least 1,250 hours during the twelve (12) months prior to the start of the FMLA leave; and
- the employee must be employed at a location that has at least fifty (50) of the School's employees within seventy-five (75) miles of the location.

In determining whether an employee meets the above requirements, the School shall count all periods of absence from work due to or necessitated by covered services under the Uniformed Services and Reemployment Rights Act.

Leave Entitlement

General Leave. The School provides eligible employees with twelve (12) work weeks of unpaid leave in a twelve (12) month period for one or more of the following reasons:

- To recover from a Serious Health Condition, as defined below, that prohibits the employee from performing essential work functions.
- Incapacity due to pregnancy, prenatal medical care, or childbirth.
- The birth of a son or daughter, and to care for the newborn. Leave must conclude within twelve (12) months after the birth.*
- To care for, or spend additional time with, a newly adopted child or foster child. Leave must conclude within 12 months after the adoption or placement.*
- To care for an immediate family member with a Serious Health Condition as defined below. Immediate family members include: spouse, child, or parent – but excludes a parent in-law.*
- The employee's spouse, son, daughter or parent is on active duty or is called to active duty status in the Armed Forces for any of the following as defined by the FMLA: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and other additional activities as defined by the FMLA.
- The employee's spouse, son, daughter, or parent is a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period to the first date the eligible employee

*If both a husband and wife work for the School, the amount of FMLA leave may be limited to a combined total of twelve (12) weeks.

Leave to Care for a Covered Service Member. The School provides eligible employees with twenty-six (26) weeks leave in a twelve (12) month period to care for a Covered Member of the Armed Forces. To be considered a Covered Member, the service member must either (1) be in active duty or (2) be a veteran receiving treatment, recuperation, or therapy for a serious injury or illness and the veteran must meet discharge and time requirements required by law. To qualify the eligible employee must (I) be the service member's spouse, son, daughter, parent, or next of kin; (II) the service member must have a "serious injury or illness" incurred in the line of duty on active duty that may render the service member medically unfit to perform duties of his/her office, grade, rank, or rating; (III) the leave must be taken to care for the covered service member while he/she is undergoing medical treatment, recuperation, therapy, or while he/she is on the temporary disability retired list; (IV) the service member had injuries or illnesses that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces and (V) additional requirements as provided by the relevant section of the FMLA. For leave to be granted, the School may request copy of active duty orders and a certification containing information permitted by law.

Serious Health Condition. Some leave under the FMLA requires a Serious Health Condition. A Serious Health Condition is defined as an illness, injury, impairment, or physical or mental condition that involves any of the following:

- Overnight Stay. Any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical care facility.
- Extended Treatment. A period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider.
- Multiple Treatments. Any absences to receive multiple treatments (including any period of recovery) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).
- Pregnancy or Prenatal Care. A period of incapacity due to pregnancy, or for prenatal care.
- Chronic Serious Health conditions. A period of incapacity or treatment due to a chronic serious health condition. (e.g., asthma, diabetes, epilepsy, etc).
- Severe or Permanent Condition: A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, etc.).

Leave under the FFCRA. The FFCRA temporarily amends the FMLA to establish a new category of protected leave – leave due to a qualifying need related to a public health emergency ("Expanded FMLA leave"). Specifically, an employee may take Expanded FMLA leave because "the employee is unable to work (or telework) due to a need for leave to care for the son or daughter under 18 years of age of such employee if the school or place of care has been closed or the child

care provider of such son or daughter is unavailable, due to a public health emergency.”⁷ With respect to the Expanded FMLA, “employee” is defined as a person who has been employed for at least 30 calendar days by the Board .

Expanded FMLA provides an additional reason for which an employee may take up to 12 weeks of leave during the applicable 12-month time period. Expanded FMLA does not provide a second period of 12 weeks of leave in addition to traditional FMLA leave. In other words, as discussed below, Expanded FMLA leave is available to an employee only to the extent that the employee has unused FMLA leave available from the employee’s traditional 12-week allotment of family and medical leave.

Procedure for Requesting, Granting, & Returning from FMLA Leave

1. *Required Notice.* Leave applications must be made to Human Resources thirty (30) days in advance when the leave is foreseeable. If leave is unforeseeable, the employee must provide notice as soon as practicable. Failure to comply may result in the leave being denied, disciplinary action, and/or termination of the employment relationship.
2. *Formal Request.* Each employee must complete the necessary forms, notify his/her advisor, and return to Human Resources by the date provided. Human Resources will review the request and may require additional documents or information including, but not limited to the following:
 - a. documentation regarding the employee’s inability to perform his/her job, employee’s family member’s disability status, continuing treatment and/or hospitalization needs;
 - b. expected duration and timing of the leave;
 - c. additional certification supporting his/her need for leave;
 - d. information regarding whether FMLA leave was previously taken or certified for same reason.
3. *Medical Certification.* If the employee requests leave for a “Serious Health Condition” of the employee or the employee’s immediate family, the employee must provide a completed Health Certification Form by the health care provider. The medical certification must be completed fully and returned to Human Resources fifteen (15) calendar days of the date requested. Failure to provide medical certification within the prescribed period may result in leave being delayed or denied. The following conditions also apply:
 - a. if the leave is for a family member’s serious health condition, the employee and family member’s treating health care provider will each need to complete the relevant certification form;
 - b. the School, at the School’s may require the employee to obtain a second or third medical certification. Additional requests shall comply with the relevant FMLA statutory provisions;
 - c. the School may ask the employee to permit contact with the health care provider;
 - d. the School may ask the health care provider to authenticate the certification; or the School may ask the health care provider to provide additional updates as it deems necessary.

⁷ The Expanded FMLA also covers care of a son or daughter who is a child with a disability, 18 years of age or older, and incapable of self-care because of a mental or physical disability.

4. *Granting or Denying Leave Status.* If the employee qualifies for leave, Human Resources will explain the rights and responsibilities that accompany the leave and will provide any additional information. If the employee does not qualify, Human Resources will inform the employee in writing why the employee did not qualify. Employees granted leave will also be provided a written notice regarding the leave status. The written notice will describe the type of leave, the length of leave, the return-to-work date, and any additional requirements.
5. *During Leave.* Employees on FMLA leave are required to keep Human Resources informed of conditions, at periodic intervals.
6. *Returning to Work.* When an Employee knows his/her return-to-work date, the Employee must notify Human Resources and his/her advisor. The Employee may be required to provide necessary documentation stating the employee is able to return to work and perform all his/her work duties. Employees are required to perform all essential work duties, and the School may be unable to grant different duties because of continuing work restrictions. If an employee fails to provide the necessary notice, documentation, or fails to return promptly, the employee may not be reinstated to his/her job and/or may have his/her employment terminated.

Twelve Month Period

The School calculates the twelve (12) month leave period as a “rolling” 12-month period measured backward from the date an employee uses leave.

Continuous, Intermittent, and Reduced Schedule Leave

FMLA Leave is generally granted for a continuous period of time, but certain circumstances may require intermittent leave (leave taken in blocks of time) or a reduced schedule leave (reducing an employee’s working hours). Intermittent/reduced schedule leave may be taken when (1) medically necessary to care for a seriously ill family member, (2) because of the employee’s serious health condition, or (3) as approved by the School to care for a newborn or newly placed adopted/foster care child.

Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with the School so the leave does not unduly disrupt the School’s operation. For example, Employees must schedule leave for foreseeable appointments outside of work hours as is possible.

Only the amount of leave actually taken while on intermittent/reduced schedule leave will be charged as FMLA leave. Employees may not be required to take more FMLA leave than necessary to address the circumstances that cause the need for leave. Total leave time may not exceed a total of twelve (12) weeks in a rolling twelve (12)-month period.

Restrictions and Benefits During Leave

During leave, no employee may engage in any other employment. Additionally, the leave is limited to the purpose requested and may not be used for any other purpose including unrelated travel and/or vacation. An Employee that uses FMLA for any other purpose will be treated as if he/she voluntarily resigned from his/her position.

At the beginning of leave, the School will discuss how premium payments will be made. Employees' health insurance coverage will be continued during an FMLA leave and employees are responsible for making the per month payments for their health insurance to the School. There is a 30 day grace period for payments. If an employee is more than thirty (30) days late in payment for insurance, the insurance will be discontinued as of the date of non-payment. However, the School reserves the right to continue the insurance. When an employee returns to work after an FMLA leave, he/she will be reinstated in the insurance program with no additional requirements to re-qualify. If an employee does not return to work after FMLA leave, he/she may be required to reimburse the School for any benefit premiums paid.

Paid Leave & FMLA

An employee, on any FMLA leave including an intermittent/reduced schedule leave, is required to take any paid time he/she has available at the beginning of an FMLA leave and such paid time will run concurrently with and be counted against the FMLA leave entitlement. During an FMLA leave, no vacation or personal time benefits will accrue.

Additional Qualifying Events

If an employee is already on FMLA leave and the employee encounters a second matter that would qualify for leave, the employee may request a concurrent leave. The employee must follow the Procedure for Requesting leave, outlined above. The approved leave may overlap the existing leave and the employee is to return on later of the two leave periods.

Disseminating This Policy

The School shall post a notice of this policy in a conspicuous location.

Federal: 29 U.S.C. 2601-2654; Families First Coronavirus Response Act.

Cross Reference: Policy No. **5310**, Compensation and Benefits Overview; Policy No. **5330**, Benefits; Policy No. **5350**, Time Off; Form No. **5360.1** EFMLA Request Form.

Attachment 14

LEASE AGREEMENT

This **Lease Agreement** (the "Lease") is made and entered into as of the 1st day of August, 2022 (the "Lease Date") by and between CedarCreek Community Church, an Ohio nonprofit company as the "Landlord" and Oregon Eagle Learning Center, an Ohio 501c3 nonprofit as "Tenant".

ARTICLE 1: BASIC LEASE INFORMATION

Each reference in this Lease to information and definitions contained in this "Article 1: Basic Lease Information" shall, unless the context clearly requires a different meaning, be deemed to refer to, and shall have the respective meaning as follows:

1.1. PROPERTY - 3540 Seaman Rd, Suite B, Oregon OH 43616

1.2. PREMISES. The "Premises" is the approximately 3,554 square foot storeroom within the Building as shown on Exhibit A-1 attached hereto. For all purposes under this Lease, the Premises shall be deemed to contain 3,554 square feet unless the actual square foot area of the Premises (measured to the middle of the demising walls and the outside face of the exterior walls of the Premises) is greater or lesser than 3,554 square feet by ten percent (10%), in which event the actual square foot area shall be used and all amounts payable by Tenant hereunder (inclusive of Rent) shall be adjusted by the percentage that the actual square foot area differs from 3,554 square feet.

1.3. PROJECTED PREMISES DELIVERY DATE; PREMISES DELIVERY DATE.

1.3.1. PROJECTED PREMISES DELIVERY DATE. The "Projected Premises Delivery Date" is August 1, 2022 (subject to delays due to Tenant Delay and/or Force Majeure). The actual Premises Delivery Date may be earlier or, in the case of Tenant Delay and/or Force Majeure, later than the Projected Premises Delivery Date.

1.4. RENT COMMENCEMENT DATE. The Rent Commencement Date shall be August 1, 2022

1.5. EXPIRATION DATE. The Expiration Date is the last day of the Term.

1.6. INITIAL TERM. The "Initial Term" shall commence on the Lease Date and shall continue, unless earlier terminated as permitted herein, for five (5) Lease Years.

1.7. OPTION TERM(S). Tenant shall have one (1) option (an "Extension Option") to extend the Term of this Lease for an additional five (5) Lease Years (an "Option Term"), commencing upon expiration of the Initial Term. The Extension Option shall be exercisable only in accordance with this Lease.

1.8. PERMITTED USE. Tenant may use the Premises only for the operation of an alternative school and related activities to the extent permitted by applicable law (inclusive of any zoning ordinances and regulations). Without expanding said permitted use, the Premises may not be used, in whole or in part, for a day-care center, or in any other manner which violates any use restrictions now or hereafter applicable to the Property.

- 1.9. BASE RENT AND BASE MONTHLY RENT.** The Base Rent shall be the sum of the Base Monthly Rent due during the Term. Prior to an Event of Default, the Base Monthly Rent shall be payable in installments equal to one-twelfth (1/12) of the Annual Base Rent as follows:

LEASE YEAR(S)	ANNUAL BASE RENT/BASE MONTHLY RENT
Initial Term Lease Year 1 8/1/22 – 7/31/23	Annual: \$12.250/sq. ft. (\$43,536.50) (\$2.25 per sq. ft. for utilities included) Monthly: \$3,628.04
Initial Term Lease Year 2 8/1/23 – 7/31/24	Annual: \$12.25/sq. ft. (\$43,560.50) (\$2.25 per sq. ft. for utilities included) Monthly: \$3,628.04
Initial Term Lease Year 2 8/1/24 – 7/31/25	Annual \$10.00/sq. ft. (\$35,540) (Plus established utility cost per sq. ft.) Monthly \$2,961.67
Initial Term Lease Year 3 8/1/25 – 7/31/26	Annual: \$10.00/sq. ft. (\$35,540) (Plus established utility cost per sq. ft.) Monthly: \$2,961.67
Initial Term Lease Year 4 8/1/26 – 7/31/27	Annual: \$10.00/sq. ft. (\$35,540) (Plus established utility cost per sq. ft.) Monthly: \$2,961.67
Initial Term Lease Year 5 8/1/27 – 7/31/28	Annual: \$10.00/sq. ft. (\$35,540) (Plus established utility cost per sq. ft.) Monthly: \$2,961.67
Option Term Lease Years 6 - 10	The Annual Base Rent shall the Annual Base Rent during the last Lease Year of the Initial Term increased by the percentage increase in the CPI during the Initial Term. The Base Monthly Rent will be 1/12 of the Annual Base Rent.

- 1.9.1. SQUARE FOOT AREA OF THE PREMISES.** The Annual Base Rent and Base Monthly Rent are based on the square foot area of the Premises being 3,554 square feet. The actual square foot area of the Premises will be determined on or before the Premises Delivery Date and will be adjusted, if required, pursuant to Section 1.3 above and, upon any such adjustment, the Annual Base Rent and Base Monthly Rent will be adjusted to reflect the sum of the square foot Base Annual Rent during the Initial Term plus, for each Lease Year during the Initial Term, the Leasehold Improvements Amortization.

- 1.9.2. "CPI" DEFINED.** "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"), or, if no such Index is published, then such substitute index therefore which closely measures the change in prices as would have been reflected by said Index.
- 1.9.3. GROSS RENT.** The Base Rent is the "Gross" amount paid by Tenant under this Lease, subject only to amounts payable as "Additional Rent" as expressly provided herein.
- 1.10. INSURANCE.** The minimum limits of insurance coverage applicable to Tenant are as follows (See Article 7 Provisions Concerning Tenant's Insurance Obligations):
- 1.10.1. PROPERTY/CASUALTY INSURANCE.** Full functional replacement cost for all equipment, supplies, furniture, and trade fixtures.
- 1.10.2. GENERAL COMMERCIAL LIABILITY INSURANCE.** \$2.0 Million aggregate for loss, damage or injury to persons or property, written on an "occurrence" basis.
- 1.10.3. WORKER'S COMPENSATION INSURANCE.** Amounts prescribed by law.
- 1.11. REAL ESTATE BROKER.** The Real Estate Broker for the Landlord and Tenant is (are) as follows:
- Real Estate Broker/Agent for Landlord: NONE Real Estate Broker/Agent for Tenant: NONE
- 1.18. LANDLORD'S AND TENANT'S ADDRESSES FOR NOTICES.**
- Landlord's Address for Notices: 29129 Lime City Road
Perrysburg, Ohio 43551
- Tenant's Address for Notices: 3540 Seaman Road
Suite B
Oregon, Ohio 43616
- 1.19. LANDLORD'S ADDRESS FOR PAYMENT OF RENT.** Same as Notice Address unless Landlord notifies Tenant otherwise in writing.
- 1.20. EXHIBITS AND ATTACHMENTS.** The Exhibits and Attachments form a substantive part of this Lease and are incorporated into the Lease by reference:

Exhibit/Attachment:	Description:
Exhibit A-1	Site Plan Showing Property, Building, Premises and Common Areas
Exhibit A-2	Parking area & Snowplowing (M-F)

ARTICLE 2: PREMISES AND COMMON AREAS

- 2.1. THE PREMISES.** Landlord hereby leases the Premises to Tenant, and Tenant hereby rents and hires the Premises from Landlord, for the Term, in accordance with and subject to the terms, covenants and conditions of this Lease.
- 2.2. COMMON AREAS.** Beginning on the Premises Delivery Date and continuing during the Term, Landlord grants to Tenant, its employees, contractors, licensees and invitees, a nonexclusive license to use, in common with all others to whom Landlord has granted or may hereafter grant a license to use, subject to the provisions hereof, inclusive of the Rules and Regulations, all of the following to the extent designed and intended for the nonexclusive use of Tenant and other tenants of the Property and each of their respective employees, invitees, contractors, and licensees: parking, driveway, and exterior (of the Building) walkway areas inclusive of related landscaping and lighting (collectively, the "Common Areas"). Tenant shall not obstruct the Common Areas or use the Common Areas for any purpose other than for ingress to and egress from the Premises and such other uses for which the Common Areas are designed and intended. The Common Areas are not for the use of the general public and Landlord shall in all cases retain the right (but not the obligation) to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Property and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. Neither Tenant nor its employees, contractors, customers or invitees shall go upon the roof or in the mechanical areas (if any) of the Building.
- 2.2.1. PARKING.** Tenant, and Tenant's employees, contractors, customers and licensees shall be permitted to park in the parking area of the Property and Tenant shall not permit or suffer any of its contractors, employees or customers to park in any fire lanes, driveways, walkways, landscaped areas or unmarked spaces of the parking area or in parking areas which Landlord may designate for the exclusive use of less than all of the tenants of the Property (which Landlord reserves the right to do to provide customer parking to other tenants of the Property reasonably proximate to their premises). Landlord shall have the right to designate parking areas (at the Property) for the use of employees and contractors of Tenant and Tenant's employees and contractors shall not park in parking areas not so designated. Except for Landlord's gross negligence or willful misconduct, Landlord shall not be liable for any vehicle of Tenant or its employees, contractors or customers that the Landlord shall have towed from the Property when parked in violation of this Section. Landlord shall have no liability to Tenant for any damages or claims arising from the use of the parking area or roadways by Tenant, other tenants, or their customers, invitees or employees, except to the extent (and only to the extent) such damages or claims arise out of a breach by Landlord of its obligations under this Lease.
- 2.2.2. RIGHT TO CHANGE COMMON AREAS.** Landlord may do and perform such acts in and to the Common Areas as Landlord, in its good business judgment and reasonable discretion, shall determine to be advisable. Landlord hereby reserves the right at any time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant therefore, to make alterations, additions, deletions or changes to the Common Areas, including, but not limited to, changes in its size and configuration and/or the right to construct additional improvements, facilities and structures on the Common Areas. No changes by Landlord shall materially interfere with access to the Premises from abutting public rights of way nor reduce the parking below that required by applicable law.

2.2.3. TENANT PREMISES SIGN. Tenant shall have the right to place its business sign upon the front lawn area of the property adjacent to the main roadway providing such sign(s) is(are) in compliance with applicable law and provided the sign(s) do not block line of site of any existing signs in the same general area. At the end of the Term of this Lease, or any extension or renewal thereof, Tenant shall remove said sign(s) and repair any damage caused thereby. Tenant shall be responsible for maintaining its sign permitted by this Section 2.3.3 and shall be responsible for any damage or injury to persons or property, inclusive of the Building, caused by such sign or the operation thereof.

ARTICLE 3: TERM

- 3.1. TERM.** The Term of this Lease includes the Initial Term, any Option Terms for which Tenant has validly exercised an Extension Option as provided in this Lease, and any other extensions or renewals of the Term of this Lease in accordance with the provisions hereof. An Extension Option may be exercised by Tenant only as follows: (i) Tenant must serve written notice of its exercise at least six (6) months prior to the expiration of the then current Term, and (ii) there must not be, either upon exercise of the option by Tenant or the commencement of the Option Term, an Event of Default or any condition which, with the giving of notice of passage of time or both, would constitute an Event of Default. All provisions of this Lease in effect at the end of the Term next preceding the Option Term shall apply to the Option Term except as otherwise provided in this Lease.
- 3.2. "LEASE YEAR" DEFINED.** The first "Lease Year" shall be the period beginning on the Rent Commencement Date to the last day of the twelfth (12th) full calendar month following the month in which the Premises Delivery Date occurs. Thereafter, each consecutive twelve (12) calendar month period shall constitute one (1) Lease Year. Notwithstanding anything contained herein to the contrary, if the Premises Delivery Date occurs on the first (1st) day of a calendar month, the first Lease Year shall begin on such date and the first Lease Year shall thus be twelve (12) full calendar months.

ARTICLE 4: PREMISES IMPROVEMENTS; ALTERATIONS TO PREMISES

- 4.1. ACCEPTANCE OF PREMISES.** Occupancy of the Premises or any portion thereof by Tenant or anyone claiming through or under Tenant shall be conclusive evidence that Tenant and all parties claiming through or under Tenant (a) have accepted the Premises or such portion as suitable for the purposes for which the Premises are leased hereunder and the needs of Tenant, and (b) have waived any defects in the Premises.
- 4.2. ALTERATIONS.** Tenant shall make no change in the arrangement of the Premises nor construct any improvements, additions or alterations in the Premises without the prior written approval of Landlord which shall not be unreasonably withheld or delayed; provided, however, without limiting Landlord's right to give or withhold such consent, may be conditioned by Landlord upon such terms and conditions as reasonably determined by Landlord in order to protect the interests of Landlord and any tenants of the Property in and to the Property (inclusive of conditioning such consent on requiring (i) all such contractors furnish evidence of insurance acceptable to Landlord inclusive of commercial liability, automobile liability, and worker's compensation insurance, and/or (ii) Tenant, at the end of the Term, to remove any such improvements, additions, and alterations, and restore the Premises to its condition prior to the installation of the same). If Tenant shall require the installation of any trade fixtures or furnishings, the same shall be installed only by contractors approved by Landlord in writing in advance, which approval may be conditioned upon, without limitation, requiring that all such contractors furnish evidence of insurance

acceptable to Landlord inclusive of commercial liability, automobile liability, and worker's compensation insurance. Any such trade fixtures (but not non-trade fixtures which shall remain with the Premises) and furnishings, along with Tenant's personal property and equipment, may be removed from the Premises at any time prior to or upon the termination of the Term (such removal subject to the Rules and Regulations), provided Tenant shall be responsible for any damage to the Premises or Building caused thereby and shall reimburse Landlord as Additional Rent for the cost to repair or replace any portions of the Premises, Building or Common Areas on account of such damage so that the Premises, Building and Common Areas are repaired to the condition the same were in immediately prior to such damage. Tenant and any of Tenant's contractors making or installing any improvements, additions, or alterations to the Premises, inclusive of the Tenant Improvements, shall comply with any reasonable rules and regulations imposed by the Landlord concerning the same and, in any event, shall perform all work and installations without interference with the operations of any other tenant (inclusive of such other tenants' employees, contractors, licensees, and invitees) of the Property and, in any event, shall indemnify Landlord from any claims against or liabilities or costs incurred by Landlord arising out of such work.

- 4.3. **ADA COMPLIANCE.** The parties acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises, the Building or the Property depending on, among other things: (i) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (ii) whether such requirements are "readily achievable", and (iii) whether a given alteration affects a "primary function area" or triggers "path of travel requirements". The parties agree that (A) Landlord will be responsible for ADA Title III compliance for the Common Areas and all areas outside of the Building, (B) Tenant will be responsible for ADA Title III compliance for the Premises, including any leasehold improvements or other work to be performed in the Premises under or in connection with the Lease, except if such work is required by this Lease to be performed by Landlord, and (C) Landlord may perform, or require that Tenant perform, and Tenant will be responsible for the cost of ADA Title III "path of travel" requirements triggered by alterations in the Premises. The parties will each be solely responsible for requirements under Title I of the ADA relating to their respective employees.

- 4.4. **MECHANICS' LIENS.** If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against any portion of the Premises or Property, Tenant, at its own cost and expense, shall cause the same to be discharged of record or bonded against within ten (10) days of the filing, and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including attorneys' fees, on account thereof. If Tenant shall fail to cause such liens to be discharged of record or bonded against within the aforesaid ten (10) day period, then Landlord shall have the right to cause the same to be discharged and any and all amounts paid by Landlord to cause such liens to be discharged, plus interest on such amounts at the Default Interest Rate, shall constitute Additional Rent payable by Tenant to Landlord.

ARTICLE 5: RENT

- 5.1. BASE RENT.** Tenant shall pay to Landlord, without offset or deduction, in lawful money of the United States of America, at Landlord's Address for Payment, or at such other place as Landlord shall designate in writing from time to time: (a) the Base Monthly Rent, in advance, without notice or demand, on the Rent Commencement Date and thereafter on the first day of each successive calendar month during the Term, and (b) the Additional Rent, at the respective times required hereunder. If the Rent Commencement Date falls on a date other than the first day of a calendar month, the Rent due for such fractional month shall be prorated on a per diem basis between Landlord and Tenant so as to charge Tenant only for the portion of such fractional month falling within the Term. Notwithstanding the due date provided herein for the payment of Base Rent, such Base Rent shall not be "past due" (and Tenant shall not be in default for failure to pay Base Rent) provided the Base Rent is paid within the ten (10) day period commencing on the date when the Base Rent is first due.
- 5.2. ADDITIONAL RENT.** All sums of money or charges, and all costs and expenses and other sums that Tenant assumes or agrees to pay to Landlord pursuant to this Lease, other than Base Rent and Base Monthly Rent, shall be deemed "Additional Rent" and, unless expressly provided otherwise herein, shall be due and payable thirty (30) days after demand, without any deductions or set-off whatsoever. Tenant's failure to pay any such amounts or charges when due shall carry with it the same consequences and entitle Landlord to the same rights and remedies as Tenant's late payment or failure to pay Rent. Unless Landlord has specified herein or otherwise in writing a different place for payment, all Additional Rent shall be payable to Landlord at the place where the Base Rent is payable.
- 5.3. ADMINISTRATIVE FEE AND INTEREST ON UNPAID RENT.** In order to defray a portion of Landlord's costs of collection, administrative expense, the time value of money, and to compensate partially Landlord for its damages due to Tenant's failure to pay Rent before the same is past due hereunder, all past due installments of Rent shall be subject to a late charge of five percent (5%) of the amount of the late payment (the "Administrative Fee"), provided, however the Administrative Fee shall not be less than One Hundred and 00/100 Dollars (\$100.00) and shall further bear interest until paid at a rate per annum (the "Interest Rate") equal to the lesser of eighteen percent (18%), or the maximum rate of interest then permitted by applicable law ("Default Interest Rate"). Tenant agrees and acknowledges that (i) the Administrative Fee is not a penalty but represents partial compensation to Landlord for Landlord's increased costs relating to its collection of such past due installment, and (ii) the Administrative Fee and Default Interest are in addition to any other remedies available to Landlord, under this Lease or pursuant to law or equity, for Tenant's failure to pay Rent as and when required hereunder.
- 5.5. SECURITY DEPOSIT.** In a security deposit equal to one month's rent (\$3,628.04) will be required. The Deposit should be paid on or before the Rent commencement date.
- 5.6. "RENT"** means, individually or collectively, as the context requires, Base Rent, Base Monthly Rent, and Additional Rent.

ARTICLE 6: MAINTENANCE

6.1. TENANT'S MAINTENANCE. Tenant, at its sole cost and expense, shall maintain and repair during the Term of this Lease (commencing on the Premises Delivery Date) the Premises and every part thereof and any and all appurtenances thereto, including, but not limited to, the doors, interior and exterior windows, and interior surfaces of all walls and all portions of interior (non-load bearing) walls; all fixtures; due to normal wear and tear of the premises from the tenants use of the premises. Notwithstanding the provisions hereof, in the event that repairs required to be made by Tenant become immediately necessary to avoid possible injury or damage to persons or property, Landlord may, but shall not be obligated to, make repairs to such items at Tenant's expense, the reasonable cost of which shall constitute Additional Rent payable by Tenant to Landlord. Within thirty (30) days after Landlord renders a bill for the reasonable cost of said repairs, Tenant shall reimburse Landlord for the same.

6.2. LANDLORD MAINTENANCE- BUILDING AND COMMON AREAS. Subject to Section 6.1 above,

Landlord shall keep, repair and maintain the Building (including the roof and structural members, plumbing, HVAC and other mechanical and electrical equipment) and the Common Areas, all in good condition during the Term of this Lease. Landlord shall, in addition, supply reasonable snow removal for the walkways and parking areas of the Common Areas (and, in any event, shall ensure that all parking areas, driveways and walkways are cleared of snow at least one (1) hour prior to times for published services. Tenant will be assessed the cost of the snow removal in the amount of their prorated share of the parking lot in the form of additional rent charge equal to the cost of the snow removal service. Tenant shall notify Landlord when any repair to be made by Landlord is necessary. If any portion of the Building, Common Areas or the Premises is damaged through fault or negligence of Tenant, its agents, employees, invitees or customers, then Tenant shall promptly and properly repair the same at no cost to Landlord; provided, however, that Landlord may, at its option, make such repairs and Tenant shall, on demand, pay the reasonable cost thereof, together with interest at the Default Interest Rate to Landlord as Additional Rent. Tenant shall give Landlord written notice of any defect or need for repairs, after which notice Landlord shall promptly repair it or cure such defect. Landlord shall not be liable to Tenant, except as expressly provided in this Lease, for any damage or inconvenience and Tenant shall not be entitled to any abatement of Rent by reason of any repairs, replacements or remodeling at the Property performed by or on behalf of Landlord under this Lease. If Landlord fails to complete any maintenance item within thirty (30) days from written notice of same from Tenant (or such shorter periods as may be appropriate with respect to the item to be maintained), Tenant may exercise self-help to perform such maintenance by a licensed/qualified contractors, unrelated to Tenant, and Landlord shall reimburse Tenant for the cost thereof within thirty (30) days of Tenant's invoice therefore with appropriate documentation evidencing Tenant's full payment for such work. If Landlord fails to reimburse Tenant as provided in this Section 6.2, Tenant may deduct the cost of the work for which Tenant was not reimbursed from the next payment(s) of Base Rent due by Tenant.

- 6.3. LANDLORD MAINTENANCE - PREMISES.** Landlord shall maintain in good operation and repair, all HVAC, plumbing, mechanical and electrical systems which serve exclusively the Premises, provided, Landlord shall not be required to make repairs to the portions of such systems which Tenant is required to repair under Section 6.1. The cost incurred by or on behalf of Landlord to satisfy its obligations under this Section 6.3., inclusive of the cost of any maintenance contracts purchased by Landlord, shall be charged to Tenant as Additional Rent, except that (i) there shall be no charge to Tenant for maintenance or repairs to the HVAC system for the first Lease Year (beyond the cost of a maintenance contract covering normal, routine maintenance for the first Lease Year) or for any costs which are reimbursed to Landlord under any applicable warranty, and (ii) Tenant shall not be responsible for costs of replacement of the HVAC system, however the limitations in the forgoing subparts (i) and (ii) shall not apply to any maintenance, repair or replacement required due to negligence or misuse of the HVAC system by Tenant.
- 6.4. REFUSE REMOVAL.** Tenant shall be responsible for removing from the Premises and disposing of all refuse generated at or from the Premises. All such refuse shall be handled, removed and disposed in compliance with all applicable laws. Landlord shall provide space adjacent to the Premises, in a mutually agreeable location (the "Tenant Receptacle Area"), for the placement of a dumpster. Tenant, at Tenant's sole cost and expense, shall contract and arrange for the periodic emptying of the Tenant Receptacles, provided, however, if Landlord determines to provide common solid waste/refuse removal to all tenants of the Building, Landlord shall contract and arrange for such removal, the cost of which shall be passed through to Tenant as Additional Rent (the cost to be allocated to all tenant's for which common refuse removal is provided based on a reasonable estimate of each such tenant's relative use of the refuse service). Tenant shall be responsible for maintaining the Tenant Receptacle Area in a safe, clean, and sanitary condition and, upon failure of Tenant to so maintain the Tenant Receptacle Area within one (1) business day (except in the case of an emergency, in which event Landlord may remedy without prior written notice) from Landlord's written notice, Landlord may remedy such failure and the costs for such remedy shall be payable to Landlord by Tenant within ten (10) days from Landlord's invoice for such costs.
- 6.5. INSPECTION.** Tenant shall permit Landlord, its agents, employees and contractors, at any time in the event of an emergency, and otherwise after twenty-four (24) hours advance notice, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the Premises or to the Building, as may be necessary or desirable to safeguard, protect or preserve the Premises, the Building or the Landlord's interests; to operate or improve the Building; to comply on behalf of Tenant with all laws, orders and requirements of governmental or other authority (if Tenant fails to do so); to examine the Premises to verify Tenant's compliance with all of the terms, covenants, obligations, and conditions of this Lease; to show the Premises to any current or prospective lender providing or intending to provide financing secured by an interest in the Property or any portion thereof; to show the Premises to prospective purchasers of the Property or, in the last Lease Year of the Lease, to prospective tenants of the Premises; or to exercise any rights with respect to the Premises that Landlord may exercise in the event of default by Tenant. Landlord shall, in good faith, use reasonable efforts to schedule any inspections and/or work permitted under this Section 6.5 to minimize disruption of Tenant's business at the Premises, inclusive, if practicable and provided the same can be performed without additional expense to Landlord (unless Tenant is willing to pay such additional expense), scheduling such inspections and/or work to be performed after Tenant's normal hours of business at the Premises.

ARTICLE 7: INSURANCE

7.1. LANDLORD'S INSURANCE.

7.1.1 COMMERCIAL GENERAL LIABILITY INSURANCE. Landlord shall keep in force public liability and property damage insurance with respect to the Building, the Common Areas and all improvements at the Property, and Landlord's operation of the Property with such minimum limits, coverage and other provisions are commercially reasonable.

7.1.2 PROPERTY/CASUALTY INSURANCE. Fire, extended coverage, vandalism and malicious mischief, and sprinkler damage and all-risk insurance coverage on the Building and the Common Areas in the amount of the full replacement cost thereof, along with such endorsements to such policy(ies) that are commercially reasonable. Landlord may purchase "rent-loss" insurance indemnifying Landlord for any loss of rents and other income with respect to the Property due to any casualty.

7.2. TENANT'S INSURANCE. Tenant shall obtain and carry at its expense the following insurance:

7.2.1 COMMERCIAL GENERAL LIABILITY INSURANCE. Public liability and property damage insurance, covering loss, damage or injury to persons or property (inclusive of glass breakage) occurring during the Term, arising out of or relating to the use by Tenant or any employee, contractor, licensee or visitor of Tenant of the Premises, Building or Common Areas, with a combined single limit for bodily injury and property damage per occurrence not less than that provided in Part 1 of this Lease which insurance shall cover, among other perils, Tenant's contractual liability for indemnity and other assumption of liability under this Lease, and which insurance shall be primary with respect to any loss covered by insurance maintained by Landlord.

7.2.2. PROPERTY/CASUALTY INSURANCE. Fire, extended coverage, vandalism and malicious mischief, and sprinkler damage and all-risk insurance coverage on all personal property and trade fixtures of Tenant with minimum limits of coverage as provided in Part 1 of this Lease.

7.2.3. WORKER'S COMPENSATION INSURANCE. Workers' compensation insurance as required by law.

All policy(ies) for the insurance obtained by Tenant as required under this Section 7.2 shall (i) with respect to the Commercial General Liability Policy, name Landlord as an additional insured, and, with respect to the Property/Casualty Policy, name Landlord as a loss payee to the extent of its interest; (ii) provide that they may not be canceled or modified except on thirty (30) days written notice to Landlord, and (iii) be provided (entire policy or evidence of same as requested by Landlord) by Tenant to Landlord prior to the Premises Delivery Date, within sixty (60) days prior to the beginning of each Lease Year, and at such other times as reasonably requested by Landlord.

7.3. WAIVER OF RIGHTS OF RECOVERY. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Premises, Building or Common Areas, or any improvements thereto, or any personal property of Landlord or Tenant, or any interruption of the business of Landlord or Tenant arising from any cause that (a) would be insured against under the terms of any property insurance required to be carried hereunder; or (b) is insured against under the terms of any property insurance actually carried, regardless of whether it is required hereunder, provided such waiver shall be limited to the extent of recovery under such insurance. The foregoing waiver shall apply regardless of the cause or origin of the claim, including but not limited to the negligence of a party or that party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent

of such effect of invalidating any insurance coverage of Landlord or Tenant if an endorsement to such insurance coverage permitting this waiver could not be obtained at a reasonable cost.

ARTICLE 8. UTILITIES

- 8.1. PAYMENT BY TENANT.** Commencing on the Premises Delivery Date through December 31st 2023, Tenant shall be required to make additional rent payment in the amount of \$2.25 per square foot as a reasonable payment for all water, electricity and gas usage at the premises. From January 1, 2024 through the Expiration Date of the contract, the specific amount of additional rent will be assessed each month based upon the calculation of the prior average monthly usage of these services from the commencement date through December 31, 2023.
- 8.2. INTERRUPTION OF SERVICES.** Tenant hereby acknowledges that any one or more of the utilities serving the Premises may be interrupted or diminished temporarily by Landlord or other persons (including the providers of such utility or utilities) until certain repairs, alterations or other improvements to the Premises or other parts of the Property can be made or by any event or cause which is beyond Landlord's reasonable control, including, without limitation, any ration or curtailment of utility services; that Landlord does not represent, warrant or guarantee to Tenant the continuous availability of such utilities or building services; and that any such interruption shall not be deemed or construed to be an interference with Tenant's right of possession, occupancy and use of the Premises, shall not render Landlord liable to Tenant for damages or entitle Tenant to any reduction of Base Rent or Additional Rent, and shall not relieve Tenant from its obligation to pay Base Rent or Additional Rent and to perform its other obligations under this Lease. Landlord shall use commercially reasonable efforts to limit any such interruptions of utilities within Landlord's reasonable control so that the same do not unreasonably interfere with Tenant's use of the Premises as permitted hereby.

ARTICLE 9: USE AND INDEMNIFICATION

- 9.1. USE.** Tenant shall use the Premises continuously during the Term and only for the Permitted Use (as defined in Article I of this Lease). Without expanding the Permitted Use, Tenant shall not use or maintain the Premises, or permit the Premises to be used or maintained, for any unlawful purpose and shall comply with all laws and regulations applicable to Tenant's use of the Premises.
- 9.2. CARE OF PREMISES.** Without limiting Tenant's obligations as otherwise provided in this Lease, Tenant shall use and occupy the Premises so that no other occupant of any adjoining premises will be unreasonably disturbed and shall not commit or suffer to be committed any waste upon the Premises nor create any nuisance in, upon or about the Premises. Tenant shall keep the Premises orderly, neat, safe, clean and free from any rubbish and dirt at all times and shall store all trash and garbage within the Premises (unless there exists a properly screened or other designated area at the Property in which event garbage may be stored in such area) and arrange for regular pick-up of such trash and garbage at Tenant's expense. Tenant shall not burn any trash or garbage at any time in or about the Premises or Property.
- 9.3. NOISE; ODORS.** Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises; permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to Landlord by reason of noise, odors and/or vibrations; interfere in any way with other occupants of the Property or properties adjacent to the Property; or bring in or keep any animals or birds in the Premises. Landlord acknowledges that Tenant will be generating music at the Premises for its services and ministries and such music shall not be deemed offensive or objectionable to Landlord nor an interference with other occupants of the Property. Tenant shall not use the Premises for housing accommodations or lodging or sleeping

purposes or use any illumination other than electric light.

- 9.4. COMPLIANCE WITH LAW.** Tenant shall, at Tenant's sole expense, (i) in connection with Tenant's use, operation and maintenance, comply with all laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Premises, (ii) comply with any directive, order or citation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon Landlord or Tenant any duty or obligation arising from Tenant's occupancy or use of the Premises or from conditions which have been created by or at the request or insistence of Tenant, or required by reason of a breach of any of Tenant's obligations hereunder or by or through other fault of Tenant, (iii) not make or permit to be made any use of the Premises or any part thereof, that (a) violates any of the covenants, agreements, terms, provisions and conditions of this Lease; that (b) directly or indirectly is forbidden by public law, ordinance or regulation of any governmental or public authority (including zoning ordinances); (c) is dangerous to life, limb or property; (d) invalidates or violates any policy of insurance carried with respect to the Premises or covering its operation conducted by Tenant at the Premises; or (e) in the reasonable judgment of the Landlord, in any way impairs or tends to impair the character, reputation or appearance of the Premises or surrounding neighborhood. Tenant shall indemnify and hold Landlord harmless from any loss, cost, claim or expense which Landlord incurs or suffers by reason of Tenant's failure to comply with its obligations under clauses (i), (ii) or (iii) of this Section 9.4. If Tenant receives notice of any such directive, order citation or of any violation of any law, order, ordinance, regulation or any insurance requirement, Tenant shall promptly notify Landlord in writing of such alleged violation and furnish Landlord with a copy of such notice.
- 9.5. RULES AND REGULATIONS.** Tenant and Tenant's, employees, contractors, agents, visitors, and licensees shall observe faithfully and comply strictly with any reasonable rules and regulations adopted by Landlord from time to time for the Property provided such rules and regulations apply equally to each tenant of the Property. Landlord shall at all times have the right to make reasonable changes in and additions to such rules and regulations; provided Landlord gives Tenant prior written notice of such changes and provided that such new rules and regulations or changes in existing rules and regulations do not conflict with this Lease, and do not materially interfere with the lawful conduct of Tenant's business in the Premises. Any failure by Landlord to enforce any of the rules and regulations now or hereafter in effect, either against Tenant or any other tenant in the Building, shall not constitute a waiver of any such rules and regulations. Landlord shall not be liable to Tenant for the failure or refusal by any other tenant, guest, invitee, visitor, or occupant of the Building to comply with any of the rules and regulations. As of the Lease Date, there are no rules and regulations prepared by Landlord applicable to the Property, Building or Premises except as provided in this Lease.
- 9.6. TENANT INDEMNIFICATION.** Tenant shall indemnify, defend and hold Landlord, and Landlord's equity holders, directors/managers, officers, employees, contractors and agents (collectively, the "Landlord Indemnified Parties"), harmless from and against any and all claims, damages, costs, liability and expenses (including reasonable attorney's fees) arising from (i) any loss, damage or injury to persons or property from any act, omission or occurrence at the Premises during the Term, (ii) any loss damage or injury to persons or property within the Common Areas due to the negligence of Tenant, or any of Tenant's employees, contractors, or invitees, (iii) any loss, damage or injury resulting from Tenant or anyone occupying or using the Premises as Tenant's employee, contractor, licensee, invitee, or any tenant or subtenant of Tenant, of any law or order of any governmental or quasi-governmental agency, or (iv) the failure of Tenant or any employee, contractor, licensee, invitee, or any tenant or subtenant of Tenant, to observe and perform each and all of the terms, covenants and conditions of this Lease, except that Tenant's indemnity obligation under this paragraph shall not apply to the extent, and only to the extent, of the

negligence or intentional misconduct of any of the Landlord Indemnified Parties. In any and all claims against the Landlord by any employee of the Tenant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Tenant shall not assert as a defense to any claim for indemnification by the Landlord hereunder any workers compensation provisions of the Ohio Revised Code or the Ohio Constitution which provide for immunity from employee claims.

- 9.7. LANDLORD INDEMNIFICATION.** Landlord agrees to indemnify, defend and hold Tenant, and its equity holders, directors/managers, officers, employees, contractors and agents (collectively, the "Tenant Indemnified Parties") harmless from and against any and all claims, damages, costs, liability and expenses (including reasonable attorney's fees) which may arise from, on, in or about the Premises or Common Areas when such claims arise out of or are caused in whole or in part by the negligence or willful misconduct of Landlord, or Landlord's employees, contractors (excluding any other tenants of the Property) or by a defective, dangerous or unsafe condition of the Premises or Common Areas required by law or the terms hereof to be repaired or maintained by Landlord, except (i) where such dangerous or unsafe condition was known to Tenant (or to any of Tenant's, employees, contractors, tenants or subtenants) and unknown to Landlord, (ii) where such condition was made defective, unsafe or dangerous due to misuse by Tenant or any employee, contractor, invitee, agent, tenant or subtenant of Tenant, or (iii) to the extent of the negligence or intentional misconduct of any of the Tenant Indemnified Parties.

ARTICLE 10: ASSIGNMENT AND SUBLETTING

- 10.1. PROHIBITION.** Tenant may not and shall not (i) by operation of law or otherwise, convey, assign, mortgage, pledge, encumber or otherwise transfer this Lease or any part hereof, or the interest of Tenant under this Lease, or in any sublease or the rent thereunder, or (ii) sublet the Premises or any part thereof or permit the same to be occupied or used for any purpose by anyone other than Tenant, without Tenant obtaining, in each instance, the prior written consent of Landlord, which consent Landlord may deny in Landlord's sole discretion. Tenant shall not modify, extend, or amend a sublease previously consented to by Landlord without obtaining Landlord's prior written consent thereto, which consent Landlord may deny in Landlord's sole discretion. No such approval of any assignment/sublease by Landlord shall operate as a release or waiver by Landlord of Tenant's (i.e., the assigning party's) obligations under this Lease, whether the same occur before or after such assignment/sublease, unless Landlord expressly grants such waiver/release in writing.
- 10.2. CHANGE IN CONTROL.** Without limiting the types of transfers which constitute an assignment of this Lease which require the Landlord consent under this Article 10, an assignment of this Lease shall be deemed to have occurred if, in a single transaction or in a series of transactions, more than 50% in interest in Tenant, any guarantor of this Lease, or any subtenant (whether stock, partnership, interest or otherwise) is transferred, diluted, reduced, or otherwise effected (inclusive of by merger or operation of law) with the result that the present holder or owners of Tenant, such guarantor, or such subtenant have less than a 50% interest in Tenant, such guarantor or such subtenant.
- 10.3. NON-CONFORMING ASSIGNMENTS/SUBLEASES VOID.** Any attempted assignment or sublease by Tenant in violation of the terms and provisions of this Article 10 shall be void and shall constitute a material breach of this Lease. In no event shall any assignment, subletting or transfer, whether or not with Landlord's consent, relieve Tenant of its primary liability under this Lease for the entire Term, and Tenant shall in no way be released from the full and complete performance of all the terms hereof. If Landlord takes possession of the Premises before the expiration of the Term of this Lease, Landlord shall have the right, at its option, to terminate all subleases, or to take over any sublease of

the Premises or any portion thereof and such subtenant shall agree to Landlord as its landlord, under all the terms and obligations of such sublease occurring from and after such date, but excluding previous acts, omissions, negligence or defaults of Tenant and any repair or obligation in excess of available net insurance proceeds or condemnation award.

ARTICLE 11: DEFAULT

- 11.1. EVENT OF DEFAULT.** Any one or more of the following events shall be an "Event of Default":
- 11.1.1.** Tenant shall have failed to pay an installment of Base Rent or Additional Rent or any portion thereof or any sum of money required to be paid by Tenant by the terms of this Lease when the same shall become first due and payable or within ten (10) days thereafter; or
 - 11.1.2.** Tenant shall have breached any other provision of this Lease and shall not have commenced to remedy such breach for a period of thirty (30) days after Landlord, by written notice, has informed Tenant of such breach or, if once commenced, Tenant fails to diligently prosecute the curing of such breach; or
 - 11.1.3.** The Premises, or any part thereof, shall have been abandoned or left unoccupied for thirty (30) consecutive days.
- 11.2. REMEDIES UPON OCCURRENCE OF AN EVENT OF DEFAULT.** In addition to any remedies to which Landlord may be entitled under law or equity, upon the occurrence of an Event of Default, Landlord may, at its option, immediately and without further notice to Tenant, enter into and take possession of the Premises by self-help or judicial process, and either (a) terminate this Lease without further prejudice to any other remedies or rights of the Landlord under this Lease or under law, and thereupon every obligation of Landlord hereunder shall terminate, or (b) not terminate this Lease. In the event of such repossession, Landlord may nevertheless recover from Tenant all Rent and sums due hereunder up to the time of such entry and the remainder of the Rent reserved herein from the Tenant. Landlord shall also have the right and option, in any such event, to relet the Premises for the account of Tenant without such reletting constituting a termination of this Lease in which event Tenant shall be liable for any deficiency between the Rent reserved herein and the proceeds realized through reletting and Tenant shall also be liable for all costs incurred by Landlord to relet the Premises including but not limited to marketing costs, commissions, alterations, redecorating and repairs to the Premises and reasonable attorney's fees. All remedies of Landlord hereunder shall be cumulative; the exercise of any remedy shall not preclude the exercise of any one or more other remedies available to Landlord under law, equity or this Lease.
- 11.3. PERFORMANCE BY LANDLORD OF TENANT'S OBLIGATIONS.** All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant, at Tenant's sole cost and expense, and without any abatement of Rent. If Tenant shall fail to pay any Rent, other than Base Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for longer than the period of cure, if any, permitted in this Article 11 elsewhere in this Lease, Landlord may, at its option, without waiving or releasing Tenant from obligations of Tenant, make any such payment or perform any such other act on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs, together with interest thereon at the Default Interest Rate, from the date of such payment by Landlord, shall be payable to Landlord on demand. Tenant covenants to pay any such sums, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of Rent.

ARTICLE 12: CASUALTY

- 12.1. DAMAGE.** In the event the Premises, Building or Common Areas shall be damaged by any casualty which renders all or any portion of the Premises or a substantial portion of the Common Areas unusable for the purposes provided herein then, in either case (i) Landlord may terminate this Lease within sixty (60) days from the date of such damage by providing written notice to Tenant of such termination, (ii) if Landlord is unable to put the Premises (excluding Tenant's trade fixtures, furniture and equipment) within six (6) months from the date of the casualty, and (iii) if the casualty occurs during the last year of the Lease, and the Landlord is not able to place the Premises in a tenantable condition and/or provide for access thereto within sixty (60) days from the date of the casualty, then Tenant may terminate this Lease within seventy (70) days from the date of the casualty by providing Landlord with written notice of such termination, and in either case ((i) or (ii)) which shall be effective as of the date of the casualty. If neither Landlord nor Tenant elect to terminate the Lease as provided herein or if only an insubstantial portion of the Common Areas are damaged by reason of such casualty, then Landlord shall proceed with all diligence to repair said damage.
- 12.2. TENANT'S PROPERTY.** Any repairs by Landlord pursuant to this Article 12 shall not extend to Tenant's personal property or trade fixtures, and Landlord shall have no liability to repair or replace any trade fixtures or improvements installed or owned by Tenant or personal property of Tenant or Tenant's employees, contractors, agents, or invitees. Any repair or replacement of such personal property, trade fixtures and improvements shall be made at Tenant's expense, and shall be undertaken only by Landlord, or by Tenant's contractors approved by Landlord, which approval may be conditioned upon, among other conditions, requiring that (i) all such contractors furnish evidence of insurance acceptable to Landlord inclusive of commercial liability, automobile liability, and worker's compensation insurance, and/or (ii) Tenant, at the end of the Term, to remove any such improvements, additions, and alterations, and restore the Premises to its condition prior to the installation of the same.
- 12.3. LIABILITY OF TENANT DURING PERIOD OF UNTENANTABILITY OR TERMINATION OF LEASE.** Rent shall abate during the period the Premises is untenable due to casualty. If this Lease shall be terminated by Landlord or Tenant or Tenant in accordance with this Article 12, Tenant shall remain responsible only for Rent and its other obligations accruing through the date of the casualty and Landlord shall promptly reimburse Tenant for any amounts paid by Tenant with respect to any periods after the casualty.

ARTICLE 13: SURRENDER OF PREMISES AND HOLDOVER

- 13.1. SURRENDER OF PREMISES BY TENANT.** On the Expiration Date or earlier termination of this Lease, or upon any re-entry of the Premises by Landlord without terminating this Lease upon an Event of Default, Tenant, at Tenant's sole cost and expense, shall peacefully vacate and surrender the Premises to Landlord in good order, broom clean and in the same condition as on the Premises Delivery Date or as the Premises may thereafter have been improved by Landlord or Tenant (provided that Tenant's improvements were made with Landlord's consent), reasonable use and wear thereof, and damage caused by casualty to the extent the costs of repairs are reimbursed by insurance required under this Lease to be maintained by Landlord excepted. On or before the Expiration Date, Tenant shall remove all of Tenant's furniture, equipment, trade fixtures and personal property, and shall be responsible to Landlord as Additional Rent for the cost incurred by Landlord to repair any damage caused by such removal (or failure of Tenant to so remove), and Tenant shall turn over all keys to the Premises to Landlord. The provisions of this Section 13.1 shall survive the expiration or earlier termination of this Lease.

- 13.2. HOLDOVER.** Any holding over by Tenant beyond the expiration of the Initial Term or, if applicable, any Option Term, shall give rise to a tenancy from month-to-month subject to Base Monthly Rent equal to one-hundred fifty percent (150%) of the Base Monthly Rent in effect as of the date of expiration or earlier termination, and subject to all of the other terms, charges and expenses set forth herein except any right to renew this Lease or to expand the Premises. Tenant shall also be liable to Landlord for all damages which Landlord suffers because of any holding over by Tenant, and Tenant shall indemnify Landlord against for claims made by any other tenant or prospective tenant against Landlord resulting from delay by Landlord in delivering possession of the Premises to such other tenant or prospective tenant. The provisions of this Section 13.2 shall survive the expiration or earlier termination of this Lease.

ARTICLE 14: SUBORDINATION OF LEASE AND ESTOPPEL CERTIFICATES

- 14.1. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.** This Lease shall be subject and subordinate to the lien of any mortgages granted in favor of a bank or lender hereafter placed against the real estate comprising the Property or Building and Tenant agrees to attorn to the mortgagee(s) under such mortgage(s) or the purchaser (including the mortgagee) upon the sale of said real estate at foreclosure of such mortgage(s). The forgoing subordination and attornment agreements and covenants are intended by Landlord and Tenant to be self-executing and no further instrument or act on the part of Tenant or Landlord shall be necessary to affect such subordination or attornment. Tenant, upon request of Landlord, in confirmation of such subordination and attornment, shall, nevertheless, execute and deliver any further instruments as may be desired by the holders of such mortgages/purchasers, provided such mortgages include provisions preserving Tenant's rights hereunder in the event of foreclosure or deed in lieu thereof. Tenant's obligation to subordinate this Lease and attorn to such mortgagee and/or other purchaser as set forth in this Section is subject to receipt from such mortgagee and/or purchaser of a written agreement to the effect that mortgagee and/or purchaser shall for itself and its successors and assigns and anyone claiming through mortgagee and/or purchaser, in the event of foreclosure or other dispossession of Landlord's title to the Property or Building, will not disturb Tenant's quiet possession of the Premises on account of its mortgage or by reason of anything done thereunder so long as Tenant is not in default of the Lease and will assume all of Landlord's obligations under the Lease.
- 14.2. ESTOPPEL CERTIFICATES.** Within ten (10) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord or to Landlord's mortgagee, prospective mortgagee, land lessor or prospective purchaser of the Property or Building or any portion thereof, an estoppel certificate, in form and substance satisfactory to Landlord or such third party, to the effect that: (i) the Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications; (ii) the dates to which the Base Rent, and Additional Rent and other sums due under the Lease have been paid; and (iii) whether Tenant has actual knowledge of any set-offs, defenses or counterclaims against enforcement of the obligations to be performed under this Lease by Tenant. Landlord and/or such third party shall be entitled to rely on any Estoppel Certificate delivered by Tenant pursuant to this Section 14.2. If Tenant fails to deliver the estoppel certificate to Landlord as provided herein within said ten (10) day period, then Tenant shall be deemed to have certified that to the best of the current knowledge of Tenant: (a) the Lease is in full force and effect and has not been modified; (b) Tenant has not prepaid any Rent, or other charges except for the current month; (c) Tenant has accepted and occupies the Premises; (d) neither Tenant nor Landlord is in default nor is there any fact or condition which, with notice or lapse of time, or both, would constitute an Event of Default under this Lease; and (e) Tenant has no defenses, setoffs, deductions, credits, or counterclaims against Landlord. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute, acknowledge and deliver on Tenant's behalf any estoppel certificate which Tenant does not object to within ten (10) days

after Landlord sends the certificate to Tenant. In the event Landlord executes an estoppel certificate as attorney in fact for Tenant as permitted under this Section 14.2, then Landlord shall indicate in the certificate that it is executing the certificate in such capacity and the circumstances giving rise to Landlord being permitted to so execute the certificate in such capacity.

ARTICLE 15: MISCELLANEOUS PROVISIONS

- 15.1. WAIVER OF DEFAULT OR REMEDY.** No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof. nor shall the acceptance of Rent by Landlord at any time when Tenant is in default under any covenant or condition hereof be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default in any of its covenants or conditions hereunder an acceptance by Landlord of Rent during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such rights or remedies as Landlord may have. shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues, terminate this Lease or assert any other rights or remedies available to it on account of such default in the manner hereinbefore provided.
- 15.2. TIME.** In computing any period of time prescribed by this Lease, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not one of the aforementioned days. Without limiting the generality of the foregoing, any act, including but not limited to payment of Rental, for which the last due date falls on a Saturday, a Sunday, or a legal holiday, shall be due on the next day which is not one of the aforementioned days.
- 15.3. FORCE MAJEURE.** Except as otherwise expressly provided herein, the failure of Landlord to perform the obligations, covenants and agreements herein contained shall be excused during such period as Landlord is unable to so perform by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, war or any other similar or dissimilar cause whatsoever beyond Landlord's control (including, but not limited to, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any governmental agency or any department or subdivision thereof). Landlord's obligation to perform hereunder shall be excused for the period of the delay, and the period of performance of any such right or obligation shall be extended for a period of the equivalent to the period of such delay.
- 15.4. CONSTRUCTION OF AGREEMENT.** This Lease has been prepared by Landlord and its professional advisors and reviewed by Tenant and its professional advisors. Landlord, Tenant and their respective advisors believe that this Lease is the product of all of their efforts, it expresses their agreement, and, therefore, this Lease shall not be interpreted in favor of either Landlord or Tenant or against either Landlord or Tenant merely because of their efforts in preparing it.
- 15.5. TRANSFER OF LANDLORD'S INTEREST.** The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner for the time being of the Property and Building. If the Property, Building or the underlying leasehold interest therein, if any, should be sold or transferred, the seller thereof

shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of conveyance or transfer, provided the purchaser on such sale has assumed and agreed to carry out all covenants and obligations contained in this Lease to be performed on the part of Landlord hereunder, it being hereby agreed that the covenants and obligations contained in this Lease to be performed on the part of Landlord hereunder shall be binding upon Landlord, its successors and assigns, only during their respective successive period of ownership.

- 15.6. LANDLORD'S LIABILITY.** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Landlord in the Property and Building for the collection of any judgment or other judicial process requiring the payment of money by Landlord for any default or breach by Landlord under this Lease, subject, however, to the prior rights of any mortgagee or lessor of the Building. No other assets of Landlord or any shareholders or members of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim.
- 15.7. SEVERABILITY.** Every agreement contained in this Lease is, and shall be construed as, a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remaining agreements contained in this Lease shall not be affected.
- 15.8. HEADINGS.** The article and section headings contained in this Lease are for convenience only and shall not enlarge or limit the scope or meaning of the various and several articles hereof. Words in the singular number shall be held to include the plural, unless the context otherwise requires. All agreements and covenants herein contained shall be binding upon the respective heirs, personal representatives, and successors and assigns of the parties thereto.
- 15.9. SUCCESSORS AND ASSIGNS.** All agreements and covenants herein contained shall be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto. If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several.
- 15.10. JOINT AND SEVERAL LIABILITY; GUARANTOR LIABILITY.** If Tenant is a partnership or other organization, the members of which are subject to personal liability, the liability of each such partner or member for the obligations of the Tenant under this Lease shall be deemed joint and several. If there is a guarantor of Tenant's obligations hereunder, Tenant's obligations shall be joint and several obligations of Tenant and such guarantor, and Landlord need not first proceed against Tenant hereunder before proceeding against such guarantor, and any such guarantor shall not be released from its guarantee for any reason, including any amendment of this Lease, any forbearance by Landlord or waiver of any of Landlord's rights, the failure to give Tenant or such guarantor any notices, or the release of any party liable for the payment or performance of Tenant's obligations hereunder.
- 15.11. ENTIRE AGREEMENT; AMENDMENTS.** This Lease sets forth the entire agreement between the parties and cancels all prior negotiations, arrangements, brochures, agreements, and understandings, if any, between Landlord and Tenant regarding the subject matter of this Lease. Neither Landlord or Landlord's agents or brokers have made any representations or promises with respect to the Premises, the Building, or other portions of the Property except as herein expressly set forth and all reliance with respect to any representations or promises is based solely on those contained herein. No amendment or modification of this Lease shall be binding or valid unless expressed in writing executed by both parties hereto.

- 15.12. TIME OF ESSENCE.** Time is of the essence with respect to time for performance of any obligations of either party under this Lease.
- 15.13. RELATIONSHIP OF PARTIES.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to carry any relationship between the parties hereto other than the relationship of Landlord and Tenant.
- 15.14. INDEPENDENCE OF COVENANTS AND CONDITIONS.** Each and every covenant and agreement contained in this Lease is and shall be construed to be a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Landlord shall not discharge or relieve Tenant from its obligations to perform the same. All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though the words specifically expressing or implying covenants and conditions were used in each separate instance.
- 15.15. STATUTE OF LIMITATIONS.** Any claim, demand, right or defense by Tenant that arises out of this Lease or the negotiations that preceded this Lease shall be barred unless Tenant commences an action thereon, or interposes a defense by reason thereof, within one (1) year after the date of the inaction, omission, event, or action that gave rise to such claim, demand, right, or defense. Tenant acknowledges and understands, after having consulted with his legal counsel, that the purpose of this section is to shorten the period within which Tenant would otherwise have to raise such claims, demands, rights or defenses under applicable laws.
- 15.16. NOTICES.** All notices, consents, demands, requests, documents, or other communications (other than payment of Rent) required or permitted hereunder (collectively, "notices") shall be in writing and be deemed given, whether actually received or not, when dispatched for hand delivery (with signed receipts) to the other party, or on the first Business Day after dispatched for delivery by air express courier (with signed receipts) to the other party, or on the second Business Day after deposit in the United States mail, postage prepaid, certified, return receipt requested, except for notice of change of address which shall be deemed given only upon actual receipt. The addresses of the parties for notices are set forth in Article I of this Lease, or any such other addresses subsequently specified by each party in notices given pursuant to this Section.
- 15.17. GOVERNING LAW; JURISDICTION AND VENUE.** This Lease shall be governed by the laws of the state where the Premises are located (the "Forum State"). Landlord and Tenant irrevocably and unconditionally: (a) agree that any suit, action or legal proceeding arising out of or relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, shall be brought in the courts of record in the county of the Forum State where the Premises is located (the "Forum County") or the District Court of the United States having jurisdiction over the Forum County, and appellate courts from any thereof; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this Lease, or in such other manner as may be provided under applicable laws or court rules in said Forum State.
- 15.18. SURVIVAL OF OBLIGATIONS.** Notwithstanding the presence or absence with respect to any term, covenant or condition in this Lease of language expressly providing for the continuation and/or survival of such term, covenant or condition upon termination or expiration of this Lease, all of the terms, covenants and conditions of this Lease which are reasonably interpreted to survive and continue after such termination shall not expire upon such termination or expiration of this Lease.

- 15.19. MEMORANDUM OF LEASE.** The Parties agree that neither Landlord nor Tenant shall be permitted to record for public record a copy of this Lease. Either Landlord or Tenant is permitted to record, at their expense, a memorandum of this Lease in form and substance as attached hereto as Exhibit C attached hereto (the "Memorandum of Lease"). Upon request of Landlord or Tenant to the other, the party upon whom the request is made shall execute and deliver the Memorandum of Lease.
- 15.20 REAL ESTATE BROKER AND COMMISSIONS.** Landlord and Tenant each represent and warrant to the other that, they have not dealt with any broker, agent or other person who may be entitled to any commission or finder's fee in connection with any of the transactions described in this Lease except as set forth in Section 1.15 of this Lease, the commissions and fees of which shall be the responsibility of Landlord. Except for commissions/fees due the real estate agent/broker identified in Section 1.15, Landlord and Tenant shall each indemnify, defend and hold the other harmless from any commissions, fees, and other amounts owed to any firm or person who claim to have represented the indemnifying party in connection with this Lease.
- 15.21 QUIET ENJOYMENT.** Tenant, upon paying the Rent and observing and keeping the covenants, agreements, conditions and obligations of this Lease on Tenant's part to be observed and kept, shall lawfully, peaceably and quietly hold, occupy and enjoy the Premises during the term of this Lease without hindrance, molestation or interruption by Landlord. Each succeeding owner of the Premises shall be deemed to have assumed and agreed to carry out for the period of its ownership all covenants and obligations of Landlord under this Lease.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY)
(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Landlord and Tenant have caused this Lease to be signed as of the date and year and in the place first above written.

Signed in the presence of:

LANDLORD:
CedarCreek Community Church

Jyl H. DuShane

By: Bill Trout
Bill Trout
President of the Board

By: J. Broysia
Josh Broysia
Executive Pastor



Jyl H. DuShane

TENANT:
Oregon Eagle Learning Center,
an Ohio 501c3 nonprofit

By: Joseph Wasserman
Name: Joseph Wasserman
Title: Director/Supervisor

By: Herald Q. Wehner
Name: Herald Q. Wehner
Title: Board of Directors



STATE OF OHIO

SS:

COUNTY OF WOOD

Personally, appeared before me, the undersigned, a Notary Public, in and for said County and State, Bill Trout and Ben Snyder known to me to be the President and Secretary, respectively of CedarCreek Community Church, who acknowledge that they did sign and seal the foregoing instrument for, and on behalf of, said Corporation, being thereunto duly authorized and that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Perrysburg, Ohio, this 5 day of August, 2022.



Jyl H. DuShane
Notary Public

My Commission Expires:

STATE OF OHIO
COUNTY OF Wood

SS: 280-52-5801 / 191-50-1623

Personally, appeared before me, the undersigned, a Notary Public, in and for said County and State, Joe Wasserman and GERALD D WILSON known to me to be the Director / Superintendent and the BOARD OF DIRECTORS, respectively of Oregon Eagle Learning Center, an Ohio company, who acknowledge that they did sign and seal the foregoing instrument for, and on behalf of, said company, being thereunto duly authorized by its Board of Directors and that the same is the free act and deed as such officers and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Perrysburg, Ohio, this 5 day of August, 2022.



Jyl H. DuShane
Notary Public

My Commission Expires:

Exhibit A-1

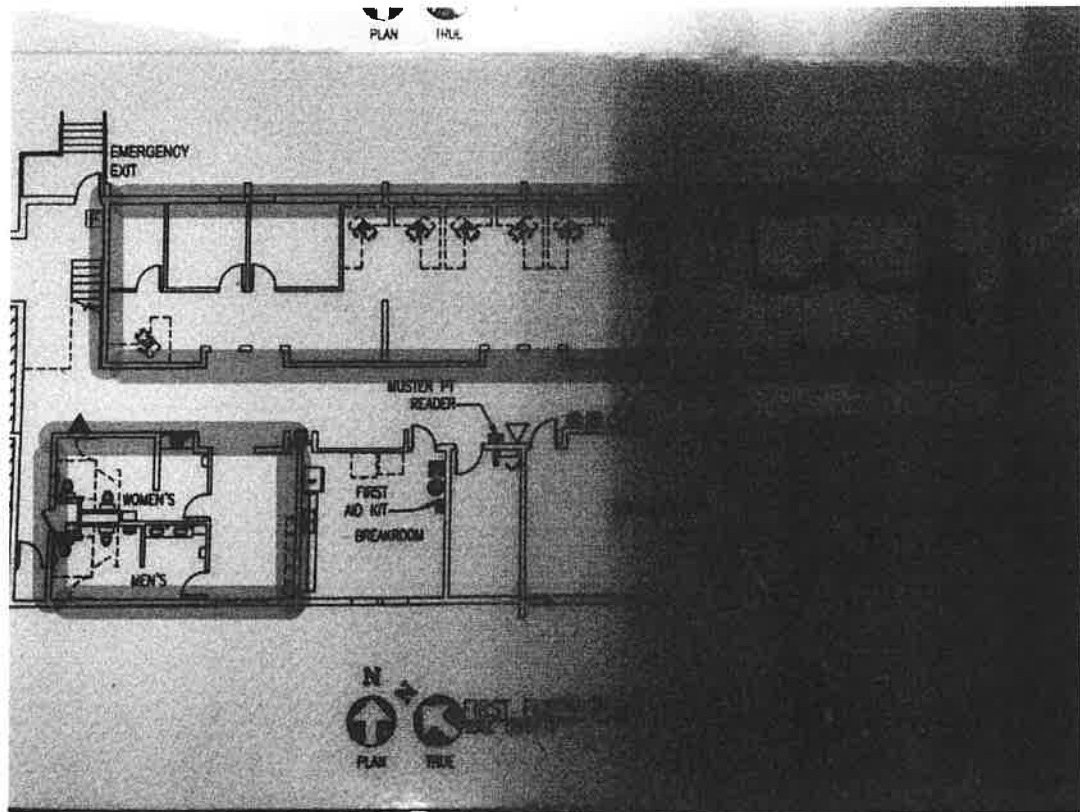


Exhibit A-2

