

This **CHARTER** is entered into by and between **ST. ALOYSIUS** (“**Sponsor**”) and **Buckeye Community School – London** (“**School Governing Authority**”), the governing board of a new start-up Ohio public community school established as a public benefit corporation under Ohio Revised Code (R.C.) Chapter 1702.

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

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

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at **177 W. High Street, London, Ohio 43140** (address of school) (“**School**”) in **Madison County**, Ohio; and

WHEREAS, the **School** is located in the **London City School District**; and

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

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

ARTICLE I

Purpose

- 1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, acquire facilities as needed, and charter for services necessary for the operation of the **School**. The **School Governing Authority** may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.6 below.
- 1.2 **Non-Profit Corporation.** The **School** is established and operated as a non-profit corporation under R.C. Chapter 1702 if established prior to April 8, 2003. The **School Governing Authority** shall maintain in good standing the **School**’s status as a non-profit corporation. The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.
- 1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as **Attachment 1.3** are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in

writing to the **Sponsor** within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation after July 1, 2020, no later than December 31 of the current year, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS the **Sponsor** within five (5) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within ten (10) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

1.4 **Sponsor.** The **Sponsor** shall carry out the responsibilities established by law and provide monitoring, oversight and technical assistance to the **Schools** in accordance with R.C. 3314.03(D) by completing the following:

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
 - (i) Conduct site visits to the **School** as necessary; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in the Performance Framework included as Attachment 6.4b, the state report cards issued for the **School** under R.C. 3302.03 and R.C. 3314.07 on at least an annual basis and provide the **School** and **School Governing Authority** with an annual report; and
 - (i) Report on an annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the department of education and to the parents of students enrolled in the community school; and
- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See 2.7* below); and
- (d) Take steps to intervene in the **School's** operation to correct problems in the **School's** overall performance. If necessary, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**. The **Sponsor** may take over the operation of the **School**, if the material conditions are not remedied to the reasonable satisfaction of the **Sponsor**. The **Sponsor** may also take steps to terminate the charter with the **School Governing Authority** or to suspend operation of the **School** if the **Sponsor** at any time finds that the

School Governing Authority is no longer able or willing to remedy those material conditions to the reasonable satisfaction of the **Sponsor**.

- (e) Monitor and evaluate the **School's** fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties before the end of the school year;
 - (i) Upon learning of financial difficulties, the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
 - (ii) The **Sponsor** shall review and approve the plan within five (5) business days of receipt; and
- (f) Provide assurances in writing to the department of education not later than ten business days prior to the opening of the **School's** first year of operation or, if the School is not an internet- or computer-based community school and it changes the building from which it operates, the opening of the first year it operates from the new building, as required in R.C. Section 3314.19; and
- (g) Abiding by the requirements in its contract with the Ohio Department of Education; and
- (h) Other activities designed to specifically benefit the **School**.

ARTICLE II

School Governing Authority

- 2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors "Directors" or "Board") must contain at least five (5) Directors, who are not owners or employees, or relatives of owners or employees, of the **School** or any for-profit company that operates or manages the **School**. Further, **School Governing Authority** members shall be disinterested parties as defined by R.C. 102.03, 2921.42 and 2921.43. **The Board shall provide the Sponsor with personal information not related to school business in order to enhance the Sponsor's ability to contact the Board, which personal information will not be attached to this Contract as it is not a public record.** Current resumes, which shall include full name, home and/or work address, a valid telephone number and electronic mail address, for each **School Governing Authority** member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**, but shall not be a part of this Contract. The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in its code of regulations. The **Sponsor** shall be notified of any changes in Directors in within five (5) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5) in accordance with the Board's policy on compensation.

Each **School Governing Authority** member agrees to execute a conflict of interest statement on an annual basis and provide a copy to the **Sponsor** within ten (10) days of signing.

The **School Governing Authority** must meet at least six (6) times per year and must send notice of all regular meetings to the **Sponsor** at least three (3) business days prior to the meeting. If the **School Governing Authority** calls a special meeting, notice must be sent twenty-four (24) hours prior to the meeting. If the **School Governing Authority** calls an emergency meeting, notice must be sent immediately. The **School Governing Authority** must maintain a policy regarding how it will notify the public of all meetings. The **School Governing Authority** shall submit a meeting schedule to the **Sponsor** no later than July 1st of each school year. Any changes to the regular meetings schedule which affect all future meetings of the **School Governing Authority** shall be communicated within ten (10) business days of the change being approved. All names of **School Governing Authority** members shall be posted on the **School's** website and updated timely as necessary.

- 2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training and shall begin the training within ninety (90) days of appointment and complete the training within six (6) months. Training for new members must be at least four (4) hours in length. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** reasonable discretion.
- 2.3 **Criminal Background Checks of Governing Authority Members.** Under R.C. 3314.19(I), all **School Governing Authority** Members are required to obtain a criminal background check, including both a BCI and a FBI under the standards set out in RC. 3319.39, before serving on the Governing Authority. The **School** shall obtain the consent of each potential member of the Governing Authority to release that persons background checks to the **Sponsor** and to the **Governing Authority**. The BCI and FBI background checks must have been completed within one (1) year prior to the Governing Authority Member being appointed to the **School Governing Authority**. A copy of the BCI and FBI check will be submitted to the **Sponsor**. The **Sponsor** shall indicate preliminarily its approval of potential School Governing Authority member pursuant to the R.C. 3319.39 standards and communicate the approval to the **School Governing Authority**. The board has final approval of any new appointment to the Governing Authority.
- 2.4 **Material Adverse Effect.** The **School Governing Authority** shall deliver to the **Sponsor** promptly upon any director, trustee, officer, employee, management company employee or agent of the **School Governing Authority** obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the **School** including, but not limited to:
- (a) Any material breach of any covenant or agreement contained in this Charter, or

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

Written notice of any of the above must be submitted to the **Sponsor** no later than ten (10) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority** or, if there has been no change since the last such report, a statement to that effect, shall timely be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent immediately upon request by the **Sponsor**.

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

- (a) Compliance site visits as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain documentation of all verification of compliance.
- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to financials@charterschoolspec.com no later than the 15th of every month for the previous months financial activity. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:
 - (i) Cash Fund Report – a listing of all funds used showing the month's and year's activity and balances; and

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

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

- (c) Signature on this document shall be evidence of granting to the **Sponsor** to read-only access to EMIS, and hard copies of other reports such as testing, with personally identifiable student information redacted.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**.
- (e) **Sponsor** representatives shall be included in executive sessions provided such session do not include disputes with or claims of or to the sponsor or matters subject to the attorney client privilege. When any **Sponsor** representative is included in an executive session, he/she will keep information discussed in executive session confidential.

- (f) The **School Governing Authority** shall have a post-audit conference unless waived by the Auditor of State’s office and the **School**. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses not to participate.

- 2.6 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the current law requires. The **School**, **School employees** and **School Governing Authority** may be required to attend training and receive technical assistance at the direction of the **Sponsor**.
- 2.7 **Governing Authority Contracts.** If the **School Governing Authority** contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator with which the school has contracted.
- 2.8 **Internal Financial Controls.** The **School Governing Authority** shall submit copies of all policies and procedures regarding internal financial controls, including the **School’s** credit card policy, adopted and include them as [Attachment 2.8](#) in this charter agreement.
- 2.9 **Public Records and Open Meetings Training.** The **School Governing Authority** members, the designated fiscal officer of the school, the chief administrative officer and other administrative employees of the school, and all persons contracted by the School’s operator for supervisory or administrative services shall complete training on an annual basis on the public records and open meetings laws.

ARTICLE III

Operations

- 3.1 **Student Transportation.** The **School Governing Authority** will work to assure that transportation of students is provided to the extent that such transportation is required by law and shall maintain a transportation plan at all times in accordance with R.C. 3327.016. Under R.C. 3314.091 and 3327.02, the **School Governing Authority** must notify the local traditional public school district if the **School Governing Authority** will be accepting responsibility for student transportation. If the **School Governing Authority** has entered into an agreement with the local school district that designates the School Governing Authority as responsible for providing or arranging for the transportation of the district’s native students to and from the community school pursuant to R.C. 3314.091(A), the agreement shall be submitted to the **Sponsor** for approval. If the **School Governing Authority** assumes the responsibility for the transportation of the local district’s native students by notifying the local district pursuant to R.C. 3314.091(B)(2), then it shall notify the **Sponsor** of that decision and provide a transportation plan.

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

If the **School Governing Authority** desires to enter into a contract with an operator after execution of this Charter, change operators during the term of this Charter, or remove an operator and operate the **School** independently, the **School Governing Authority** shall submit information using the application provided by the **Sponsor**.

The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within ten (10) business days. The **Sponsor** shall approve the proposed operator or the School's independent operation, which approval shall not be unreasonably withheld, prior to execution of a contract with the proposed operator. If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract after its next scheduled Board meeting where in the new operator agreement is approved by the Board. This contract shall be incorporated as [Attachment 3.2](#).

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

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

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

The **School Governing Authority** shall evaluate the performance of its management company based on the responsibilities of the management company in the management contract. This evaluation shall occur annually and a report of the evaluation shall be submitted to the **Sponsor** by **October 30th** of each year excluding the first year of operation.

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

- 3.4 **Disposition of Assets.** To the extent permitted under Chapter 1702 of the Ohio Revised Code and the Internal Revenue Code with respect to a **School** which is a 501(c)(3) tax exempt organization, if the **School** permanently closes the **School and School Governing Authority** agree to distribute all assets in accordance with Section 3314.074 of the Ohio Revised Code. The **School** shall comply with the closing procedures as agreed to in [Attachment 3.4](#).
- 3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30th of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the **School** fails to open by the thirtieth (30th) day of September, or within one (1) year after the adoption of the charter if the mission of the school is solely to serve dropouts pursuant to division (D) of section 3314.02 of the Revised Code, the charter shall be void.
- 3.6 **Safety Plan.** Under R.C. 3313.669, 3313.6610 and 5502.263, the **School Governing Authority or designee** shall submit to the appropriate required governmental or law enforcement agency, an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes.
- 3.7 **Racial and Ethnic Balance.** [Attachment 3.7](#) shall include the ways the **School** will achieve racial and ethnic balance reflective of the community it serves. Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** each school year in order to make necessary adjustments to any marketing plans then used by the school in order to attempt to be reflective of either the community it serves or the local traditional public school district in which the **School** resides.
- 3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.
- 3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as [Attachment 3.9](#). The **School** and/or **School Governing Authority** shall communicate any changes to the admissions and enrollment procedures within ten (10) business days after the change being approved. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:

- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude;
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group, (ii) students that meet a definition of “at-risk,” as defined within this Charter, (iii) residents of a specific geographic area within the district, as defined in this Charter, (iv) separate groups of autistic students and nondisabled students under R.C. 3314.061 and as defined in this Charter, and/or (v) single-gender students of either sex.

If the number of applicants meeting admission criteria exceeds the capacity of the **School’s** programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. In addition, if the **School** so wishes, preference may be given to students of full time staff of the **School** so long as such students comprise less than 5% of the total enrollment of the school. The lottery may be conducted by the **Sponsor**.

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

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

- 3.9.2 The **School Governing Authority** agrees to provide a copy of the most recent Local Report Card to parents during the admissions process under R.C. 3313.6411(B).
- 3.10 **Attendance Policy.** The **School Governing Authority** must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The **School** and **School Governing Authority** shall ensure all attendance and participation policies will be available for public inspection and comply with rule and law applicable to truancy and excessive absences. The **School's** attendance and participation records shall be made available to the Ohio Department of Education, auditor of state and the **Sponsor** to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.
- 3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a separate policy for the discipline of students receiving special education services. The **School** shall not suspend, expel or remove a student from the **School** under section 3313.66 of the Revised Code solely on the basis of the student's absences from **School** without a legitimate excuse.
- 3.12 **Students with Disabilities.** **School** will comply with all federal and state laws regarding the education of students with disabilities and be in a position to provide services upon admission and/or identification. The **School** shall provide legally required related services, or the **School Governing Authority** may contract for such related services. The **School Governing Authority's** plan to provide these services is included in [Attachment 3.12](#).
- 3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.
- 3.14 **Internet or Computer-Based Community Schools.** The **School Governing Authority** and **School**, if an internet or computer-based community school, shall comply with the

requirements in R.C. 3314.013 (Limits on start-up schools) and R.C. 3314.033 (Standards governing operation of internet – or computer – based community schools).

- 3.15 **Community School Bond.** No new **School** shall initiate operation after February 1, 2016, unless the **School Governing Authority** has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of the bond, the **School Governing Authority**, the **Sponsor** or the operator may deposit, with the auditor of state, cash in the amount of fifty thousand dollars as guarantee of payment under R.C. 3314.50. In lieu of a bond or a cash deposit, the **Sponsor** or the operator may provide a written guarantee of payment, which shall obligate the **Sponsor** or operator to pay the cost of audits of the School up to the amount of fifty thousand dollars. Any such written guarantee shall be binding upon any successor entity that enters into a contract to **Sponsor** or to operate the **School**, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.
- 3.16 **Enrollment and Residency.** The **School Governing Authority** must adopt an Enrollment and Residency Policy in accordance with sections 3313.672, 3313.64, 3313.65, 3314.03 and 3314.11 of the Ohio Revised Code. The **School** shall annually submit to the Ohio Department of Education and auditor of state a report of each instance under which a student who is enrolled in the **School** resides in a children's residential center as defined under R.C. [5103.05](#).

ARTICLE IV

Compliance With Laws

- 4.1 **Compliance with State Laws.** The **School** shall comply with sections 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), 311.29 (Authority for the county sheriff to contract with a community school for police services), 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), 3301.07 (Requirement to report financial information to the State Board in the same manner as school districts), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of tests), 3301.0712 (College and work ready assessments), 3301.0714 (Guidelines for statewide education management information system) (as stated in 3314.17), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.723(C) (Data verification code for younger children receiving state services), 3301.0729 (Time Spent on Assessments), 3301.52 to 3301.59 (Preschool program standards and licensing), 3301.60 (Interstate Compact on Educational Opportunity for Military Children), 3301.947 (Privacy of data during testing), 3301.948 (Provision of data to multi-state consortium provided), 3302.037 (Notification of report card results to parents, board); 3302.13 (Reading achievement improvement plan requirements), 3309.013 (Exclusions from definition of employee under ORC section 3309.01), 3311.742 (Municipal school

district student advisory committees), 3313.131 (Member of governing authority of community school prohibited from membership on board of education), 3313.375 (Lease-purchase agreement for building or improvements to building), 3313.411 (Lease or sale of unused school facilities), 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.539 (Concussions and school athletics), 3313.608 (Third Grade Reading Guarantee), 3313.5310 (Information and training regarding sudden cardiac arrest); 3313.602 (Veteran’s Day Observance), 3313.605 (Community service education program), 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Dual enrollment program for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6025 (Instruction on proper interactions with peace officers); 3313.6026 (FAFSA data sharing agreement); 3313.6111 (State seal of biliteracy), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, removal, expulsion and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal from school based on absences); 3313.669 and 3313.6610 (SAVE Students Act), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7110 (Procurement of epinephrine autoinjectors for public schools), 3313.7112 (Requirements related to care of students with diabetes), 3313.7113 (Procurement of inhalers for board), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.721 (Health care for students), 3313.80 (Display of national flag), 3313.814 (Standards governing types of food sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3317.161 (Approval of career-technical education programs), 3319.073 (In-service training in child abuse prevention programs), 3319.077 (Teacher professional development in dyslexia); 3319.078 (Multi-sensory structured literacy certification); 3319.22 through 3319.31 (Licensure/certification of employees), 3319.318 (Illegally assisting a sex offender in attaining school employment); 3319.321 (Confidentiality), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation); 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding

positive behavior intervention supports and the use of physical restraint or seclusion), 3319.47 (Sexual harassment counseling), 3319.58 (Retesting teachers in low performance schools), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher or superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 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), 3323.19 (Comprehensive eye examination), 3323.251 (Dyslexia screening), 3327.01, 3327.02 and 3327.09 (Student Transportation), 3327.10 (Qualifications of drivers), 3327.16 (Volunteer bus rider assistance program), 3333.31 (Rules for determining student residency), 3333.81 to 3333.88 (Requirements related to student participation in distance learning courses), 3365.032 (Notice of expulsion of student), 3737.73 (Fire, Tornado and Lockdown Drills), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (Safety Plans) and 5705.391 (Board of education spending plan), 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), 3323 (Special Education), 3365 (Post-Secondary Enrollment Options Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4117 (Collective Bargaining Law), 4123 (Workers’ Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended. Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter.

The **School** shall comply with Chapter 102 (Public Officers – Ethics), section 2921.42 (Having an unlawful interest in a public contract) and section 2921.43 (Soliciting or accepting improper compensation) and 2921.44 (Dereliction of Duty) of the Ohio Revised Code. The **School Governing Authority** must maintain a general conflict of interest policy.

The **School** shall also comply with R.C. 3302.04 (Three year continuous improvement plan – intervention by department – site evaluations) and R.C. 3302.041 (Failure to make adequate progress – corrective actions), including division (E) of R.C. 3302.04 to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by the **Sponsor**. The **Sponsor**, however, shall not be required to take any action under R.C. 3302.04(F).

The **School** will comply with sections 3313.3021 and 3313.6023 of the Revised Code (Requirements to provide instruction in CPR and use of AED) as if it were a school

district unless it is either of the following: (i) An internet- or computer-based community school; (ii) A community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of section 3314.35 of the Revised Code.

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

The **School** shall comply with R.C. 3313.614 (Testing requirements for fulfilling curriculum requirement for diploma), and with R.C. 3313.61 (Diploma or honors diploma) and 3313.611 (Standards for awarding high school credit equivalent to credit for completion of high school academic and vocational education courses) except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum adopted by the governing authority of the community school rather than the curriculum specified in R.C. Title XXXIII or any rules of the state board of education. Beginning with students who enter the ninth grade for the first time on or after July 1, 2010, the curriculum of a high school prior to receiving a high school diploma shall be met by completing the Ohio core curriculum prescribed in R.C. 3313.603(C), unless the person qualifies under R.C. 3313.603(D) or (F). Each **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, adopted by the State Board of Education under R.C. 3313.603(J).

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

The **School** shall comply with Ohio Administrative Code Section 901:5-11-15 governing pesticide policies.

The **School** will comply with all provisions of Title IX.

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

ARTICLE V

Facilities

- 5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at **177 W. High Street, London, Ohio 43140**. If multiple facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided

to the **Sponsor** within ten (10) business days of its execution and shall be incorporated into this charter as [Attachment 5.1\(a\)](#). If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within ten (10) business days of execution, and after purchase, a copy of the recorded conveyance documents shall timely be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the management company, must be documented in writing.

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

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

The facility will not be changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the latest budget given to and approved by the **Board**. In any change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. If the **School** changes locations, adds a satellite location or annex, the **Sponsor** shall conduct an opening assurances visit at the new location and submit assurances to the Ohio Department of Education at least ten (10) business days prior to the **School** using the new facility. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

- 5.2 **Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until which time the **Sponsor** has viewed all health and safety permits and if in order, provided the **School** an Assurances Document as specified by the State Board of Education. Facilities will be maintained in a clean, healthy manner as indicated by proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.
- 5.3 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority** is solely responsible for the sale, lease or other distribution of the facility. The **School Governing Authority** agrees to maintain the facility until such time as the facility is sold or leased to another entity.

ARTICLE VI

Educational Program

6.1 **Number of Students.** The **School** will provide learning opportunities to the minimum number of students as required by R.C. 3314.03(A)(11)(a); and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. **The School is authorized to serve grades 9-12 and ages 16-21.** The **School** shall provide an education plan as detailed in [Attachment 6.3](#) for all grades it is authorized to serve. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the **School**, it shall submit a resolution requesting a charter modification to add grades and modify the education plan. Unless already authorized to serve additional grades, the **Sponsor** shall evaluate the request for added grades and shall evaluate any modifications and respond accordingly and **Sponsor's** approval shall be timely (within ten (10) business days) and not unreasonably withheld. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

6.1.1 Not including any period in which the Governor has declared a state of emergency, if the **School** does not have at least seventy-five (75) students enrolled thirty (30) days prior to the first day of school, the **Sponsor** shall review the number of students enrolled, the financial and organizational position of the **School** and all other opening assurances requirements as prescribed by the Ohio Department of Education. If the **Sponsor** determines that the number of students enrolled and the financial position of the **School** are not sufficient for the **School** to remain open for the entire school year, the **Sponsor** will require a guarantee of funding from the management company or other sources to keep the **School** in operation for the entire school year. The **School** will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Ohio Department of Education.

6.1.2 If the **School** does not maintain at least seventy-five (75) students during the school year, the **Sponsor** may place the **School Governing Authority** on a corrective action plan, probation or suspend the **School's** operations.

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

6.3 **Curriculum.** For purposes of this Charter, in [Attachment 6.3](#), the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into [Attachment 6.3](#). Any change in

vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned to the Ohio's Learning Standards including English, Language Arts and Mathematics, Science and Social Studies content standards and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. [Attachment 6.3](#) encompasses a description of the learning opportunities that will be offered to students including both class-room based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). [Attachment 6.3](#) shall also include an explanation of how the educational program will be implemented within the **School's** facility.

- 6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar that includes testing/assessment dates [state, diagnostics, nationally normed and local] and professional development days and bell schedule that includes collaborative teacher planning time each year for approval by a date prescribed by the Ohio Department of Education. The **School Governing Authority** shall consult with each local traditional school district that transports students to the **School** before changing the calendar or bell schedule which would change transportation drop off, pick-up or days and times needing transportation. Any changes made without this communication may result in a corrective action plan.
- 6.3.2 The **School** shall develop a prevention/intervention plan (not related to the special education non-discriminatory evaluation process) for all students not found proficient on the Ohio system of assessments and/or the current tests being required by the Ohio Department of Education. Each year, the **School** shall update the plan and develop additional plans relative to individual student performance.
- 6.4 **Accountability Standards.** The **School's** academic and non-academic goals shall be reflected in the **School's** School Improvement Plan approved by the **School Governing Authority**. During the first year a School enters into sponsorship with St. Aloysius, the **School** shall establish two academic and one non-academic goal that will impact grade card performance and align to grade card components by **October 15th**. Each year, the **School** will be assessed on its performance on these goals and applicable local report card measures per the performance framework in [Attachment 6.4](#). If the **School** does not meet the goals established in **Attachment 6.4** it will be placed in intervention status. The **School Governing Authority** and **Sponsor** acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the **School** will be evaluated, to the extent possible, on available

indicators from the performance framework, and the **Sponsor** may consider qualitative data from other methods of data collection.

- 6.5 **Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments recognized by the Ohio Department of Education as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered. The nationally normed standardized assessment approved by the Ohio Department of Education as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** upon request and no later than **June 30th** of each school year. The **School** must assess and keep benchmarks related to interim progress if required by the Ohio Department of Education. The **School** must report the benchmarks required by ODE to the **Sponsor**. All assessments required by the **Sponsor** are identified in [Attachment 6.5](#). Testing shall not exceed the limits established by law, unless by resolution of the **School Governing Authority**. The **School** and **School Governing Authority** shall also comply with all applicable provisions of ESSA.
- 6.6 **High School Diplomas and Graduation.** If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.6013, 3313.61, 3313.611, 3313.6110, 3313.6113, 3313.6114, 3313.614, 3313.615, 3313.617, 3313.618, 3313.619, 3301.0710, 3301.0711, 3301.0712, 3301.0714, 3314.03, 3326.11 and 3328.34 of the Ohio Revised Code as applicable. At least thirty (30) days before any graduation, the **School** shall make available upon request a list of graduates and proof of meeting all Ohio Department of Education graduation requirements and any other **School Governing Authority** requirements to the **Sponsor**. Within ten (10) business days of any graduation, the **School** shall provide electronically to the **Sponsor** a list of all graduates and copies of each graduate's diploma and transcripts.

ARTICLE VII

Reporting

- 7.1 **Annual Report.** The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating, adequate yearly progress rating, value added rating and school improvement status of the most current school year as issued by ODE and statement from the **Sponsor**, as well as its activities and standards.

The **School** shall also provide a copy of the **Sponsor's** annual report to parents each year prior to **November 30**.

- 7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in section 2.5 of this Charter.
- 7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such site visits or other impromptu visits as the **Sponsor** deems advisable or necessary, provided the **Sponsor** does not disturb the educational process or testing.

ARTICLE VIII

Employees

- 8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must be employed by the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with Ohio Revised Code Sections 3302.01, 3302.03, 3311.78, 3311.79, 3314.03, 3317.141, 3319.22 to 3319.31, and 3326.13 or other applicable sections of the Ohio Revised Code. Upon request, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Ohio Department of Education, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) hours or forty (40) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom on a schoolwide average. If the **School** uses federal funds for the purpose of class size reduction by using Title 1 or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 1 to 25. The **School** may also employ necessary non-teaching employees. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all staff of the **School**. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all School staff as shown on [Attachment 8.1.](#)
- 8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter.

- 8.2 **Staff Evaluation.** Except for years in which state law exempts school districts the requirement of completing evaluations set forth in R.C. 3319.111 and/or 3319.02, each **School** must use the OTES and OPES process, or similar valid model, for evaluating teachers and principals/superintendents that includes goal setting based on the Ohio Standards for the Teacher Profession or the Ohio Principal Standards or the Ohio Superintendent Standards, student performance measures (as defined by the Ohio Department of Education), and an annual review that includes not less than two (2) formal observations and written evaluation reports. Any person conducting reviews must be credentialed by the Ohio Department of Education, hold a current credential at the time of the evaluations, and follow rubrics aligned to the OTES and OPES models. A **School Governing Authority** member or designee and/or regional manager of the management company shall undergo appropriate training/credentialing by the Ohio Department of Education and be responsible for evaluating the principal/superintendent.
- 8.3 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The requirements and procedures regarding the disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in [Attachment 8.3](#).
- 8.4 **Employee Benefits.** The **School** must provide to all full-time employees' health and other benefits as set out in [Attachment 8.4](#). In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes [Attachment 8.4](#) to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The **School** shall establish and/or update an employee handbook prior to the first day of school each year.
- 8.4 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing copies of the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School** and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. The Board or its chief administrator shall receive all originals and the Board or the operator (if it employs the employees) shall make all final decisions as to hiring. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

As required by 3314.41, and as applicable, vendors and contractors of any kind shall show proof, which may be provided through their employer, that they have been the subject of a criminal records check in accordance with R.C. 3319.392(D).

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

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

ARTICLE IX

Finance

- 9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The **Sponsor** shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the **School Governing Authority**, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.
- 9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within seven (7) business days after approval. Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.
- 9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract described above, the **School Governing Authority** is required to verify that the person does not appear in this database.
- 9.2.2 The **School Governing Authority** must maintain funds equal to three (3) months of treasurer fees in the event the **School** closes.
- 9.3 **Fiscal Bond.** The fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned for the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be

deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.

- 9.4 **Budget**. A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as [Attachment 9.4](#). Each year, the **School Governing Authority**, with the assistance of the **School's** designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Ohio Department of Education. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** reasonably request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third-party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** reasonable discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.
- 9.5 **Borrowing Money**. The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within ten (10) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.
- 9.6 **Payment to Sponsor for Oversight**. For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Payments to the **Sponsor** are to be made monthly by automatic ACH debit from the **School's** checking account, and the **School Governing Authority** agrees to sign a Recurring ACH Payment Authorization form. Automatic ACH debits of sponsorship fees will be initiated five (5) business days after the state foundation payments are received by the **School**, allowing treasurers time to review and/or dispute the amount to be debited. If the **School** should close, payments to the **Sponsor** shall be made in full after all retirement funds of school employees and salary obligations have been fulfilled to **School** employees. If the **School Governing Authority** is required to repay funds received by the **School** from the State of Ohio due to an FTE adjustment or other obligation, then the **Sponsor** shall repay the **School Governing Authority** the three percent (3%) fee it received with respect to such funds upon mutual agreement of the parties within an agreed upon timeframe or such time as may be required by the Ohio Department of Education or the Auditor of State.
- 9.7 **Fiscal Year**. The fiscal year for the **School** shall be July 1 to June 30.

ARTICLE X

Insurance/Indemnification

- 10.1 **Liability Insurance.** Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The **School Governing Authority** shall also maintain comprehensive general liability, including directors' and officers' liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds, not just certificate holders.** The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.
- 10.2 **Indemnification.** The **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following so long as not the fault of the indemnified parties:
- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
 - (b) An official action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities;
 - (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the

State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties in any way related to the **School** and/or **School Governing Authority**; and

- (d) Any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by a third party based on operations of the **School**, unless the **third party** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

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

ARTICLE XI

General Provisions

- 11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** shall employ an attorney, who shall be independent from the **Sponsor** or operator, to review and negotiate the agreement per R.C. 3314.036. The **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15th of the year in which the **School** intends to open. For renewal schools, this resolution must be passed by June 1st of the year in which the charter ends.
- 11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30th, or upon termination of this Charter.
- 11.3 **General Acknowledgements.** The **School Governing Authority** specifically recognizes and acknowledges the following:
- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).

- (b) The authority of the Ohio Department of Education to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Ohio Department of Education may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127th General Assembly for the period of that law's duration.
- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) Consistent with the Sponsor's responsibilities, the **Sponsor** has a legitimate educational interest in the educational records of the **School** consistent with any use in the **School's** interest, and the **School** grants to the **Sponsor** and the **Sponsor's designee** access to educational records with personally identifiable information redacted unless absolutely necessary for Sponsor to see, under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA"). The **Sponsor** shall indemnify the **School** for any costs or damages associated with the **Sponsor's** breach of this provision.
- (i) If the **School** closes, the chief administrative officer shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

11.4 **Dispute Resolution**. The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the

Columbus Bar Association or the Ohio Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties.

11.5 **Term. This Charter shall be for a term of six (6) years commencing on July 1, 2021 and ending on June 30, 2027.** During the **2026-2027** school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor**. The high stakes review shall include a review of the data included in the performance framework of **Attachment 6.4**.

11.6 **Contract Performance Measures.** Each new **School** will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with ODE to grant an initial six (6) year term to any new school, this school's term shall be automatically renewed to fulfill an initial six (6) year term to provide the opportunity for review of a full five (5) years of data. Even though schools may be granted safe harbor from closure under R.C. 3314.35, this does not preclude the **Sponsor** from evaluating and closing the **School** for non-performance under these measures.

(a) Within the term of this charter, the **School** may be permanently closed if the Ohio Department of Education determine that the condition(s) outlined in ORC 3314.35 have been met;

(b) If the **School** receives a grade of Meets in at least one (1) applicable grade card component for the most recent school year or its overall report card is greater than three (3) of the five (5) comparison schools listed below, the **School** shall be eligible to be considered for renewal. After the **School** is eligible for renewal, a high stakes review will be conducted based on the performance framework comprised in Attachment 6.4 and the renewal application. If the **School** is renewed and it received a grade of Meets or higher in only (1) applicable grade card component for the most recent school year, the **Sponsor** may offer a new charter agreement up to three (3) years. If the **School** received a grade of Meets or higher in multiple LRC graded measures for the most recent school year, the **Sponsor** may offer a new charter agreement between five (5) years to seven (7) years.

- i) **Cypress High School**
- ii) **Tomorrow Center**
- iii) **Cliff Park High School**
- iv) **Liberty High School**
- v) **Towpath Trail High School**

11.7 Non-renewal of this Charter.

- (a) Consistent with the standards in 11.6 above, the **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
- (i) Failure to meet student performance requirements stated in this Charter;
 - (ii) Failure to meet generally accepted standards fiscal management;
 - (iii) Violation of any provision of this Charter or applicable state or federal law;
 - (iv) Other good cause.

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

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

- 11.8 Probation. The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School Governing Authority** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation and after receiving the **School Governing Authority's** written assurances (satisfactory to **Sponsor**) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the current school year. The **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the **School Governing Authority** is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. For

purposes of this Charter, the **Sponsor** agrees to attempt to declare probationary status with the **Governing Board**, before proceeding to suspension, except in extraordinary circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.

- 11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** for (1) failure to meet student performance requirements stated in this Charter, or (2) failure to meet generally accepted standards of fiscal management, or (3) violation of any provision of this Charter or applicable state or federal law, (4) other good cause or if funding to the School Governing Authority should cease under R.C. 263.420, if the **Sponsor** sends a written notice of intent to suspend explaining the reasons and provides the **School Governing Authority** with five (5) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the **School Governing Authority** fails to submit a remedy or fails to implement the remedy. Intent to suspend will be in accordance with the standards adopted by the Sponsor as to suspension and termination existing at the inception of this contract.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore, and the **School** again has an opportunity to submit a proposed remedy within five (5) business days. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

Under R.C. 3314.03, if the **School Governing Authority** fails to remedy the conditions cited by the **Sponsor** as reasons for the suspension by the thirtieth (30th) day of September of the school year immediately following the school year in which the operation of the **School** was suspended, this Charter shall become void.

- 11.10 **Termination of the Charter.** The **Sponsor** may choose to terminate this Charter for any of the following reasons: (1) failure to meet student performance requirements stated in section 11.6 title Contract Performance Measures of this Charter, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause. Termination will be in accordance with the standards adopted by the **Sponsor** as to suspension and termination existing at the inception of this contract.

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

By January 15th of the termination year of this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the

hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Charter.

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

- (a) the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as provided for above; or
- (b) if an informal hearing is requested and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice,

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

11.11 **Access to Records.** The **School** and **Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Rights and Privacy Act (“FERPA”) and 34 *CFR* Part 99 the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to **Sponsor** personally identifiable information from an education record of a student without parental consent (or student consent where applicable) and that the **Sponsor** is authorized by Federal, State, and local law to conduct audit, evaluation, compliance, and enforcement activities of Federal and State supported education programs. Accordingly, the **School** agrees to grant to **Sponsor’s** employees Full and Complete Access as defined hereinafter to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including educational management companies) that is reportable to the Ohio Department of Education or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System. "Full and Complete Access" shall include the ability to inspect and copy paper and electronic documents at the **School** and the **School** or its agent(s) including (education management companies) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format.

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

The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor’s** failure to comply with FERPA, or the **Sponsor’s** failure to

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

- 11.12 **Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for suspension and termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within ten (10) business days (unless a shorter time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.
- 11.13 **Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.
- 11.14 **Assignments.** This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.
- 11.15 **Notice.** Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's Designee**, the President; or, in the case of the **School Governing Authority**, the President, and to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School** and/or its administrator or any board member.

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

- 11.16 **Severability.** Should any term, clause or provision of this charter be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid

or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

11.17 **Changes or Modifications.** This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Notifications required by this Charter shall not be considered changes or modifications of this Charter. Mutually agreed-to changes that are not mid-contract term changes shall be based on a goal to improve the academic, financial and operational performance of the School in a commitment to mutual growth and progress. The School Governing Authority acknowledges that the Sponsor is expected to update this Contract mid-term annually to account for changes in law or duly adopted rule, or changes in the Ohio Accountability System. Therefore, the School agrees that a mid-contract term modification may be necessary annually.

11.18 **Changes in Rule or Law.** The School, Sponsor and School Governing Authority shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes.

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

Executed this 20 day of April, 20122 in LONDON, Ohio.

St. Aloysius

School Governing Authority of

By: DocuSigned by:
John Bandy
D008B4AADCAM43B...
(Name)

By: [Signature]
(Name)

Its: President and CEO

Its: _____

Attachment 1.3



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
04/27/2023	202311701966	AMENDMENT TO ARTICLES (AMD)	50.00	0.00	0.00	0.00

Receipt

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

DICKINSON WRIGHT PLLC
180 E. BROAD STREET, SUITE 3400
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
4587413**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
BUCKEYE COMMUNITY SCHOOL-LONDON

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

Document(s)
AMENDMENT TO ARTICLES

Document No(s):
202311701966

Effective Date: **04/27/2023**



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
27th day of April, A.D. 2023.

Ohio Secretary of State

Form 541 Prescribed by:



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Certificate of Amendment
(Nonprofit, Domestic Corporation)
Filing Fee: \$50
Form Must Be Typed

Check the appropriate box:

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

Complete the following information:

Name of Corporation

BUCKEYE COMMUNITY SCHOOL - LONDON

Charter Number

4587413

A copy of the resolution of amendment must be attached to this document.

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

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

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

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

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

Buckeye Community School-London

Signature

Todd Jones, President

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

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

Filing Form Cover Letter

Please return the approval certificate to:

Name *(Individual or Business Name)*:

Dickinson Wright PLLC

To the Attention of *(if necessary)*:

Stephanie Teaford, ESQ.

Address:

180 E Broad St, 34th Fl

City:

Columbus

State

Ohio

ZIP Code:

43215

Phone Number:

(614) 744-2941

E-mail Address:

steaford@dickinsonwright.com

- Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.
- Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

Please make checks or money orders payable to: "Ohio Secretary of State"

Type of Service Being Requested: (PLEASE CHECK ONE BOX BELOW)

- Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.
- Expedite Service 1:** By including an Expedite fee of \$100.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.
- Expedite Service 2:** By including an Expedite fee of \$200.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**
- Expedite Service 3:** By including an Expedite fee of \$300.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. **This service is only available to walk-in customers who hand deliver the document to the Client Service Center.**
- Preclearance Filing:** A filing form, to be submitted at a later date for processing, may be submitted to be examined for the purpose of advising as to the acceptability of the proposed filing for a fee of \$50.00. The Preclearance will be complete within 1-2 business days.

Form 541 Prescribed by



Toll Free: 877.767.3453
Central Ohio: 614.466.3910
OhioSoS.gov
business@OhioSoS.gov
File online or for more information: OhioBusinessCentral.gov

Mail this form to one of the following:
Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216
Expedite Filing (Two business day processing time. Requires an additional \$100.00)
P.O. Box 1390
Columbus, OH 43216

For screen readers, follow instructions located at this path.

Certificate of Amendment
(Nonprofit, Domestic Corporation)
Filing Fee: \$50
Form Must Be Typed

Check the appropriate box:

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

Complete the following information:

Name of Corporation: Buckeye Community School-London

Charter Number: 4587413

A copy of the resolution of amendment must be attached to this document.

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

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
BUCKEYE COMMUNITY SCHOOL- LONDON

FIRST: The name of the Corporation shall be Buckeye Community School-London.

SECOND: The Corporation's principle office shall be located in the city of London, in Madison County, Ohio.

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

FOURTH: The following restrictions shall apply to the Corporation:

- a. No part of the assets of or the net earnings of the Corporation shall inure to the benefit of any member, trustee, or officer of the Corporation or any private individual or entity (except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes). In the event of the liquidation or dissolution of the Corporation, whether voluntary or involuntary, no member, trustee, or officer of the Corporation or any private individual or entity, shall be entitled to receive any distribution from the remaining assets of the Corporation or the proceeds thereof.
- b. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, nor shall the Corporation participate or intervene in (including the publication and distribution of statements) any political campaign on behalf of any candidate for public office.
- c. Notwithstanding any other provisions in these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal tax under Code Section 501(c)(3) or by an organization, contributions to which are deductible under Code Section 170(b)(1)(A), or corresponding provisions of any future United States Internal Revenue law.

FIFTH: In the event of the dissolution of the Corporation, the Corporation shall, after paying or making provisions for the payment of all liabilities of the Corporation, dispose of

all of the assets of the Corporation exclusively for the purposes set forth in Article THIRD of these Articles of Incorporation.

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

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

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

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

Buckeye Community School-London

Signature

By (if applicable)

Todd Jones, President

Print Name



Signature

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
12/18/2020	202035103718	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

Receipt

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

MARY E RUMPZ
3675 MOUNTVIEW RD
COLUMBUS, OH 43220

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
4587413**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
BUCKEYE COMMUNITY SCHOOL - LONDON

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

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 12/16/2020

Document No(s):

202035103718



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
18th day of December, A.D. 2020.

Ohio Secretary of State

Form 532B Prescribed by:

Date Electronically Filed: 12/16/2020



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

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

First: Name of Corporation

Second: Location of Principal Office in Ohio

City

State

County

Optional: Effective Date (MM/DD/YYYY)

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

Third: Purpose for which corporation is formed

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

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

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

Buckeye Community School - London

(Name of Corporation)

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

PETER BARTKOWIAK

(Name of Statutory Agent)

690 S. TIFFIN RD.

(Mailing Address)

PORT CLINTON

(Mailing City)

OH

(Mailing State)

43452

(Mailing ZIP Code)

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

MARY RUMPZ

(Signature)

SASHO DOJCINOVSKI

(Signature)

STEVE J. LADD

(Signature)

Acceptance of Appointment

The Undersigned, PETER BARTKOWIAK, named herein as the
(Name of Statutory Agent)

Statutory agent for Buckeye Community School - London
(Name of Corporation)

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

Statutory Agent Signature PETER BARTKOWIAK

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

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

Required

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

MARY RUMPZ

Signature

By (if applicable)

Print Name

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

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

SASHO DOJCINOVSKI

Signature

By (if applicable)

Print Name

STEVE J. LADD

Signature

By (if applicable)

Print Name

CODE OF REGULATIONS
OF THE
BUCKEYE COMMUNITY SCHOOL - LONDON

ARTICLE I
PURPOSE

Section 1. Purpose. Buckeye Community School - London (the "Corporation") is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law to operate as a community school in the State of Ohio.

ARTICLE II
MEMBERSHIP

Section 1. Membership. The Corporation shall not have Members. The Directors of the Corporation, in conformance with the procedures established for the Board of Directors and to the extent required by law, shall have the authority that is granted to, and carry out the duties that are imposed upon, the Members of a nonprofit corporation under Ohio law.

ARTICLE III
DIRECTORS

Section 1. Number. The number of Directors of the Corporation shall be at least three (3) and no more than seven (7) or such greater number as may be subsequently determined by the Directors; provided however, in no case shall the number of Directors be less than five (5) once the Corporation has entered into a community school contract with a sponsor, unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. Term. Each Director will serve a three-year term, which expires on June 30th of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. In order to create initial staggered terms, each initial director shall be assigned a term of one to three years. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death.

Section 3. Qualifications and Role of Directors. Once the Corporation becomes a public school, the Directors, in their capacity as Directors, shall be the Governing Authority of a public Ohio community school. The Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

Section 4. Nominations and Election of Directors. Candidates for Director shall be nominated by the Board of Directors or a committee thereof. At the annual meeting of Directors that is held on or before the date that such term expires, the Board of Directors shall elect a successor to any Director whose term is set to expire. The remaining Directors shall fill any vacancy in the Board of Directors created by the resignation, removal or death of a Director at a regular or special meeting of the Board of Directors. The remaining Directors shall have the authority to fill any such vacancy

despite the fact that the remaining Directors do not constitute a quorum. Candidates for Director may be nominated by any Director.

Section 5. Meetings. The annual meeting of the Directors shall be held in June of each year on such date, at such time, and at such place as a majority of the Directors may determine. In the event the Board of Directors is unable to hold its annual meeting in June, it shall hold such annual meeting on a date and at a time and place determined by a majority of the Directors. Special meetings may be called at any time by the President or by any two (2) Directors. Once the Corporation becomes a public school, meetings relating in any way to the business or operation of the public school must be open to the public and posted or publicized or advertised as required by law.

Section 6. Quorum and Voting. The presence of a simple majority of the total number of Directors shall constitute a quorum for the transaction of business at all meetings of the Board of Directors. Except as otherwise provided by law, the Corporation's Articles of Incorporation, or this Code of Regulations, a vote of a simple majority of the Directors present at a meeting at which a quorum is present shall be required to effectuate action on all matters within the powers of the Board of Directors. In addition to those Directors who are actually present at a meeting, Directors shall for purposes of this section be deemed present and able to vote at such meeting if a conference telephone or similar communications equipment is used by means of which all persons participating in the meeting can communicate with each other at the same time. Provided however, once the Corporation becomes a public school, the Directors must be physically present at a meeting in order to be counted as part of a quorum and to vote, for so long as required by law.

Section 7. Notice and Waiver. Any notice required to be given by this Code shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice made by personal delivery, telegram, telecopy or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when deposited in the mail or with the courier service. Unless waived in writing, notice of each annual meeting communicating the day, hour, and place shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Unless waived in writing, notice of each special meeting communicating the day, hour and place, and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings once the Corporation becomes a public school. Notice to the public shall be given in accordance with Ohio law and pursuant to Board policy.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or all of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided however, if the Corporation is operating as a public school, all action must be taken at open and public meetings and action by written consent shall not be allowed.

Section 9. Committees of Directors. The Board of Directors may create a committee or committees as the Directors may determine, the members of which committee or committees shall consist of not less than one (1) Director. A simple majority of the members of any such committee shall constitute a quorum, and the act of a simple majority of the votes cast at a meeting at which a quorum is present shall be the act of the committee. In every instance, however, the final action on all committee business shall only be a recommendation to the Board of Directors with respect to such matter. Notwithstanding anything to the contrary in this Section 9 however, once the Corporation becomes a public school, no committee set out by the Directors, nor any group of Directors shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular, special or committee meeting, and, only the votes of the Board of Directors shall be valid and binding.

Section 10. Other Advisory Councils. The Board of Directors may, at its discretion, also consider recommendations of associations, supporting organizations or advisory councils which are not part of the Board of Directors, such as those of parents or other pertinent groups.

Section 11. Removal of Directors. Any Director may be removed, with or without cause, at any time by the majority vote of the entire Board of Directors.

Section 12. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective upon the date of receipt by the Board of Directors, or, if later, upon the date specified by the Director in his/her resignation. Vacancies in the Board of Directors shall be filled in accordance with Sections 4 of this Article III.

Section 13. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law, and once the Corporation becomes a public school, also in accordance with the Corporation's community school contract and applicable laws. Subject to the provisions of Ohio law in general, the Ohio Nonprofit Corporation Law, the Articles of Incorporation and this Code of Regulations of the Corporation, the Board of Directors shall do and perform every act and thing whatsoever which it shall deem necessary, expedient or advisable to carry out the purposes of the Corporation.

ARTICLE IV OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a President, Vice President, Secretary, and Treasurer and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. With the exception of the office of President, an individual may simultaneously hold two offices. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal.

Section 2. Vacancies. A vacancy in any office because of death, resignation or removal of an officer shall be filled by the Board of Directors for the unexpired term of such office.

Section 3. Resignation or Removal of Officers. An officer of the Corporation may resign at any time by tendering his or her resignation in writing to the Board of Directors and such

resignation shall become effective immediately upon its delivery to the Board. An officer of the Corporation may be suspended or removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create employment or other contractual rights.

Section 4. President. The President shall preside at all meetings of the Board and shall coordinate the activities directed by the Board of Directors and shall oversee the actions and administration of the Corporation subject to the policies and goals established by the Board of Directors.

Section 5. Vice President. The Vice President shall perform the duties of the President when the President is absent, and all other duties as may be assigned by the Board of Directors.

Section 6. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, and shall keep a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors or the President. The Board of Directors may contract with a third party to carry out part or all of the Secretary's duties, pursuant to approval of the Board of Directors.

Section 7. Treasurer. The Treasurer shall act as the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation, shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors, maintaining records thereof. The Treasurer shall maintain appropriate books of account and supporting records and shall prepare and file all returns and related reports required by federal and state statutes and regulations and by the Board of Directors. However, in all of the above responsibilities, subject to approval of the Board of Directors, the Board of Directors may contract with a third party to provide for all or part of the Treasurer's responsibilities. The Board may require a bond in any amount, at its discretion or as directed by law, and the cost of the bond or bonds shall be paid for by the Corporation.

ARTICLE V INDEMNIFICATION

Section 1. Indemnification of Directors, Officers, Employees and Agents. Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation, or a Director member of the Governing Authority of the school, and such person's heirs, executors and administrators, shall be indemnified by the Corporation, both during and after their association with the Corporation, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law of the State of Ohio (Ohio Revised Code Chapter 1702) as in effect at the time of the adoption of these Regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights to which any Director, officer, employee, agent or other person may be entitled in any capacity as a matter of law or under any regulations, agreement, vote of Directors, or otherwise. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as amended from time to time thereafter.

ARTICLE VI
CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

Section 1. Limits on Contracts. To the greatest extent allowed by Ohio law and, while operating as public Ohio community school specifically subject to the limitations and restrictions imposed on public officers, any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any entity of which one or more of this Corporation's Directors are interested, whether such Director is a member of the Governing Authority of the school or not, shall be valid for all purposes, notwithstanding the presence of such Director at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors nevertheless, authorize, approve or ratify such contract or transaction by a vote of a majority of the Directors present. Unless Ohio law otherwise prohibits or permits, the interested Director may be counted in determining whether a quorum is present, but may not be counted in voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Article shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE VII
BOOK AND RECORDS

Section 1. Records. The Corporation shall keep correct and complete books, records and minutes of the Board of Directors' meetings, and, during the time when the Corporation is functioning as a public school, such books and records shall be public records to the extent required by law. The Secretary of the Corporation shall keep an accurate list of the names and addresses of the Board of Directors.

ARTICLE VIII
AMENDMENTS

Section 1. Amendments. The Code of Regulations shall be adopted and, from time to time, amended by a majority vote of the entire Board of Directors.

Reimbursement

A Board member may receive reimbursement only for expenses that are pre-approved by the Board.

The following guidelines have been established by the Board to ensure appropriate and proper reimbursement of expenses for Board members.

Expenses will be reimbursed only for activities authorized by the Board at a rate determined by the Board.

When attending a Board-approved conference, fees, parking, mileage, meals, and housing which are reasonable can be submitted for approval, including a maximum gratuity of twenty percent (20%). A Board member will not be reimbursed for any upgrades for example, a hotel room with a view, or for room service.

A Board member cannot be reimbursed for any expense if the Board member received a benefit through a rewards program for that expense. Rewards programs allow users to earn rewards based on how much money they spend. Examples of rewards programs include, but are not limited to, frequent flier miles, grocery store loyalty card programs, and hotel free night programs. This prohibition includes rewards programs tied to credit cards and loyalty customer cards. No entertainment expenses or purchases of alcoholic beverages are reimbursable.

A voucher detailing the amount and nature of each expense must be submitted to the Board for approval within ten (10) days after the expenses have been incurred.

Compensation Procedures

The Board and any compensation committee will follow these procedures in reviewing compensation arrangements with Board members, officers, and employees:

- a. Approve all compensation arrangements in advance (before paid).
- b. Document (in writing) its terms and the date approved.
- c. Document (in writing) the decision made by each member who participated in process.
- d. When warranted, consider compensation surveys and compensation paid or offered by similarly situated entities for similar services.
- e. Document (in writing) the information considered in making the decision, and its source.

The Board hereby approves does not approve [check one] compensation of \$ 125.00 per meeting attended (no more than \$125 per meeting attended) for each community school Board member to be effective at the end of his or her term, for his or her next term.

The Board hereby approves does not approve [check one] compensation of \$ 60.00 for attendance at an approved training program three hours or less in length (no more than \$60 per day). The Board hereby approves does not approve [check one] compensation of \$ 125.00 for attendance at an approved training program over three hours in length (no more than \$125 per day).

No Board member shall be compensated more than a total amount of \$5,000 per year for all Ohio community school governing authorities on which the individual serves.

R.C. 3314.02; Ohio Ethics Comm. Advisory Opinion No. 91-010

A. General Ethical Behavior. While serving on the Governing Authority, each Director agrees to:

1. Obey the law and follow and implement the School's policies;
2. Not disclose or use, without appropriate authorization, any information acquired in the course of the Director's duties that is privileged or confidential under the law;
3. Not speak or act for the Board unless granted proper authority;
4. Work with the Board to establish, review and revise effective policies;
5. Delegate authority for administration to School administrators/staff;
6. Make every effort to attend all Board meetings;
7. Become informed on issues before the Board and relating to Community Schools and school choice;
8. Debate matters before the Board, but once voted upon, accept and support the Board's decision; and
9. Act ethically and in conformance with the School's mission and goals.

B. Public Officers Ethics and Conflicts Rules – Improper Influence or Use of Authority.

Ohio law requires that all Board members and School officials, including teachers performing or possessing authority to perform administrative/supervisory functions, comply with these laws.

1. Revised Code Section 102.03(D) & (E). A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
 - a. "Anything of value" includes money and every other thing of value.
 - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board or employees, or where it could impair a Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
 - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
 - d. **Abstain.** A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.

2. Revised Code Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
 - a. A prohibited interest must be direct and definite and may be either pecuniary or fiduciary in nature.
 - b. **Abstain**. A Board member may avoid a conflict under R.C. 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part D of this policy when considering a situation involving R.C. 2921.42(A)(1).
3. Revised Code Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder while the Board member holds a position on the Board or within one year thereafter.
 - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
 - b. **Abstention** will not cure an R.C. 2921.42(A)(3) conflict.
4. Revised Code Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
 - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
 - b. For the exception to apply pursuant to R.C. 2921.42(C), the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school, and, treatment of the community school must either be preferential to or the same as that accorded to other customers in a similar transaction. Under the exception, the entire transaction conducted at “arms-length” with the Board’s full knowledge of the Board member’s interest.
 - c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.
5. Revised Code Section 2921.43(A). No public servant may knowingly solicit or accept improper compensation (a) other than as allowed by R.C. 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties;

6. Revised Code Section 2921.43(B). No public servant shall solicit or accept anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee's compensation, duties, placement, location, promotion or other material aspect of employment. A person is not prohibited from making voluntary contributions.
7. Revised Code 2921.43(C). No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee's compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
8. Revised Code Section 2921.44. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.

C. Excess Benefit Transaction. Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.

1. "Disqualified person" includes:
 - a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
 - b. A member of the family of a person described in a, above;
 - c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
 - d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.

D. IRC Procedure for Matters Involving Conflicts. The Board shall follow the following procedures when it is called upon to consider any matter with respect to which an "interested person" has a "financial interest" as those terms are defined below. Please note: the fact that the Board of Directors has followed the procedures set forth below will not enable an "interested person" to avoid the legal prohibitions of R.C. 2921.42(A)(3) and (4) discussed in Parts B.3 and B.4, above.

1. For purposes of these procedures the following words have the following definitions.
 - a. An “interested person” is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
 - b. A person has a “financial interest” if the person, directly or indirectly, through business, investment, or family has:
 - i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
 - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
 - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
 - c. “Compensation” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
2. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
4. Procedures for Addressing the Conflict of Interest.
 - a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

E. Other Procedures and Record Keeping Requirements.

- 1. Violations of the Conflicts of Interest Policy.
 - a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
- 2. Documentation. The minutes of the Board and all committees with board- delegated powers shall contain:
 - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
 - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
- 3. Annual Statements. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
 - a. Received a copy of the conflict of interest policy;
 - b. Read and understands the policy;
 - c. Agreed to comply with the policy;
 - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;

- e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
 - f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
 - g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
5. Use of Outside Experts. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.
6. Immediate Relatives. An "immediate relative" means the Board member's spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
- a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School's sponsor or operator, unless at least one year has elapsed since the person's Board membership ceased.
 - b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor's governing board, unless at least one year has elapsed since the person's Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person's Board membership ceased.

7. Annual Disclosure Requirement. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.

Each Governing Authority Director (Board member) shall sign a copy of this Ethics and Conflicts Policy in order to demonstrate his/her commitment to these principles.

Signature and Title

Date

Note: All School officials and employees, including teachers who do perform or who have the authority to perform administrative and supervisory functions, are subject to all Ohio Ethics and Conflicts Laws and should sign the above acknowledgment as well.

Ohio Revised Code Chapter 102, Sections 2921.42, 2921.43, 2921.44 and 3314.02.

Attachment 2.1

Buckeye Community School - London

Name	Home Address	Phone	Email
Dan Eades	4055 Old Columbus Rd. London, Ohio 43140	740.604.0198	deades@buckeyecs.org
Todd Jones	1934 West Mile Rd. Springfield, Ohio 45503	937.657.2522	tjones@buckeyecs.org
Stephen Huffman	1236 Old Farm Lane Springfield, Ohio 45503	614.940.4696	shuffman@buckeyecs.org
Bert Carter	3995 Lundy Ln. London, Ohio 43140	614.203.4633	bcarter@buckeyecs.org
Jennifer Garland	36 Birchwood Dr.. London, Ohio 43140	740.604.3166	jgarland@buckeyecs.org

Attachment 2.8

148.1 Purchasing/Invoicing

Before placing a purchase order, each party authorized to place a purchase order should consider whether the material requested may be available elsewhere in the School or in the management company network, if any. In the interests of economy, fairness and efficiency, the Board requires that:

- A. All purchase orders shall be numbered consecutively.
- B. An informal but documented assessment of the responsibility, reliability, comparative cost and reputation of available qualified suppliers shall have been conducted before the purchase order is submitted.
- C. Certain purchases may be below an amount of money allowed to be spent without a properly signed purchase order, as authorized by the management company, if any, and the Principal.
- D. Insofar as conditions permit, all legitimate business suppliers shall be treated courteously.
- E. Credit card agreements may be approved by the Principal and the management company, at their sole but joint discretion, and, if so approved, all credit cards shall be kept in the custody of the Principal in a locked area. All credit card purchases require the prior written approval of the Principal and the Treasurer. Any staff member or Board member entrusted with a credit card shall be personally liable for the proper use and safekeeping of the credit card.
- F. Cooperative purchasing among schools managed by the same company is encouraged, if it results in an economic advantage. Other cooperative purchasing may be considered as well.
- G. If it results in an advantage of any kind, the School may prefer local vendors.
- H. All applicable ethical and conflicts rules shall be followed when purchasing or soliciting for purchasing. No director, officer, employee, staff or agent of the School shall 1) solicit or participate in the negotiations of a contract in which he or she has any direct or indirect pecuniary or beneficial interests or 2) accept any gift or favor from a vendor which might influence their recommendations in the eventual purchases of equipment, supplies or services.

These policies do not prevent any person from receiving royalties upon the sale of any textbook or similar educational product of which she or he is the author, which has been properly approved for use in the School.

If the Board is presented with an invoice from a vendor, the vendor must certify that the good or services were used for School purposes, the invoice must contain sufficient itemization to

determine that the services or goods were used for School purposes and the fiscal agent or fiscal officer of the School shall pre-approve payment before the invoice is approved by the Board.

R.C. 102.03; OAC 117-2-02

See also Policy 148.6 Credit Cards and Policy 395.1 Purchase of Supplies and Materials, Equipment.

148.2 Fixed Asset Policy/Title I and Federal Grant Assets Policy

Purpose

The School's Fixed Asset/Title I and Federal Grant Assets policy establishes a fixed asset accounting system that, if followed, will ensure that the School properly handles and disposes of assets, including those assets obtained with Title I grant monies and other federal grant awards, and contains sufficient data to permit:

1. The preparation of fiscal year-end financial statements in accordance with Generally Accepted Accounting Principles (GAAP);
2. Adequate insurance coverage; and
3. Control, accountability and security.

Classifications of Fixed Assets. Fixed assets shall be classified as either: (1) equipment, (2) supplies, (3) furniture, (4) leased fixed assets, or (5) real property.

Criteria for Fixed Asset Capitalization and Valuation

An item is a Fixed Asset if it has a useful life of one (1) year or more and the cost of the asset is greater than \$5,000.00, or, it is a leased asset with a purchase price of greater than \$5,000.00.

Fixed Assets are to be valued at historical cost or, if that amount is not practicably determined, at estimated historical cost. The Controller shall determine the estimated historical cost. Donated Fixed Assets shall be valued at the donor's estimated fair market value at the time of gifting.

Depreciation in value of a Fixed Asset will be calculated using straight-line depreciation. The estimated life of a fixed asset shall follow Association of School Business Officials (ASBO) guidelines.

Management of Fixed Assets

The School shall conduct a physical inventory of its fixed assets at least every two years. The results of the physical inventories must be reconciled with the property records.

The School shall develop a control system to safeguard against loss, damage, or theft of fixed assets. The School shall investigate any loss, damage, or theft of any fixed asset. To the greatest extent possible, the School shall also maintain effective internal controls and safeguard all computing devices and assure that such devices are used solely for authorized purposes.

In order to prevent loss or theft of School property, all fixed assets (other than real property) will have a School fixed asset sticker indicating the School's ownership.

The School shall maintain its fixed assets in order to keep them in good condition and working order.

The following information shall be maintained for all fixed assets:

1. description of the asset
2. title information
3. serial number of the asset, if applicable
4. asset classification
5. location, use, and condition of the asset
6. purchase price and percentage of federal participation
7. vendor
8. date purchased or leased
9. percent of federal funds used for purchase or lease, if applicable
10. accumulated depreciation
11. date and method of disposal and sale price
12. records generated by physical inventories

Acquisition of Fixed Assets

Real Property Acquired with Title I or Other Federal Grants. Real property acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

Except as otherwise provided by federal law or by the federal awarding agency, real property acquired with federal Title I or other federal grant monies shall be used for the purposes authorized by the grant(s). The School shall not dispose of or encumber its title or other interest in any real property acquired with federal Title I or other federal grant monies so long as the real property is needed for the originally authorized purpose.

Equipment Acquired with Title I or Other Federal Grants. Equipment acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

For as long as needed, the School shall use equipment acquired with federal Title I or other federal grant monies in the program or project for which it was acquired, whether or not the project or program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when it is no longer needed for the program or project for which it was acquired. The School shall give priority to activities under a federal award from the same agency then to activities under a federal award from other federal agencies.

The School can use equipment acquired with Title I or other federal grant monies on other projects or programs that are currently or were previously supported by the federal government provided that such use will not interfere with the program or project for which the equipment was acquired. First preference should be given to other programs or projects supported by the agency that awarded the grant monies.

The School shall not use the equipment acquired with federal Title I or other federal grant monies to provide services for a fee that is less than private companies charge for equivalent services.

The School shall obtain the approval of the awarding agency if required by the federal award before it (1) uses equipment acquired with federal Title I or other federal grant monies as a trade-in to acquire equipment to replace the old equipment, or (2) sells the old equipment and uses the sale proceeds to offset the cost of the replacement equipment.

Supplies Acquired with Title I or Other Federal Grants. Supplies acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

The School shall not use the supplies acquired with federal Title I or other federal grant monies to provide services for a fee that is less than private companies charge for equivalent services.

Equipment Furnished by Federal Agency. The School shall ensure that the equipment remains titled in the name of the Federal Government. The School shall follow the rules and procedures of the federal agency for managing the property.

Disposal of Fixed Assets

The School shall establish and follow procedures to ensure that it receives the overall best possible return, if it sells any fixed asset. An independent valuation or market comparison may be used, among any other reasonable method of valuation.

Fixed Assets Not Acquired with Title I or Federal Grant Funds. Fixed assets that were not acquired in whole or part with federal grant monies will be disposed in a manner approved by the Governing Authority of the School. Upon recommendation of the Principal or Treasurer, such Board resolution shall designate the materials, equipment, supplies or other assets as obsolete, excess or unusable, and, shall identify the assets, and may sell, donate or lawfully dispose of them. Any proceeds shall be put in the general fund.

Real Property Acquired with Title I or Federal Grant Funds. When real property acquired with federal grant monies is no longer used for the originally authorized purpose(s), the School shall dispose of such property pursuant to instructions provided by the awarding agency.

Equipment and Supplies Acquired with Title I or Federal Grant Funds. The School may retain, sell, or otherwise dispose of equipment acquired with federal funds. However, the School shall contact the awarding agency for disposition instructions before it sells any equipment with a per unit value of greater than \$5,000 because the awarding agency may have a right to a portion of the proceeds of the sale. State law may dictate the procedures that must be followed or otherwise place restrictions on the ability of the School to sell the property.

Disposal of Equipment Provided by a Federal Agency. The School shall only dispose of federal equipment pursuant to instructions provided by the federal agency that provided the equipment, or should the assets or equipment be under a value or value per unit as applicable under the rules of

the federal agency, then the School may dispose of the equipment or asset as if it was not acquired with federal grant funds.

2 C.F.R. 200.

See also Policy 148.8 Federal Grants Procurement, Monitoring, and Administration.

148.3 Audit Committee

The Board shall establish an audit committee which shall consist of one of the following: the entire Board membership, or, a minority of the Board membership, or, a minority of the Board membership and any outside consultants of the Board's choice. At least one member of the audit committee shall possess knowledge in the areas of accounting, auditing, financial reporting or school finance. The audit committee shall serve a one-year term and meet as often as necessary to carry out its responsibilities. Members of the audit committee shall attend to their responsibilities in good faith, and in a manner they reasonably believe to be in the best interests of the School.

The purpose of the audit committee is to ensure that both external and internal audit functions and other accountability issues receive adequate oversight. The audit committee's responsibilities include, but are not necessarily limited to, a review of the annual unaudited financial reports submitted to the Auditor of State; a periodic review of the interim financial information submitted to the Board; a review of all audit results; an assurance that audit recommendations are appropriately addressed; serving as a liaison between School management and the independent auditors. Any recommendations of the audit committee shall be presented to the Board and responsibility for official action remains with the Board.

OAC 117-2-05

148.4 Independent Contractor

For purposes of this policy, independent contractors are individuals who provide services to the School who are not treated as employees of the School for purposes of withholding federal employment and income taxes.

The School may contract with an independent contractor for a service if none of the School's employees are qualified to provide the service, or, if having Employees perform the service would interfere with the daily operations of the School, or, if the Board of Directors of the School or its authorized designee deems it in the best interest of the School.

The School shall maintain a list of the independent contractors with whom it has contracted.

To the extent required by law, the School shall issue a 1099 Form to each independent contractor reporting the amount paid to the contractor and file the form with the appropriate governmental agency(ies).

In contracting for services with any independent contractor, the School shall enter into a written contract on or before the date the independent contractor begins to provide services under the contract if the amount payable under the contract is \$600.00 or more. The contract shall specifically describe the services that the independent contractor will provide under the contract.

The School shall obtain a W-9 form from the independent contractor at the time the contract is executed.

Subject to the terms of the contract, the School shall require that the independent contractor substantiate that the services have been performed before the School shall remit payment for the services.

No independent contractor shall be paid as an employee on a W-2 form. If any state retirement system decides that School must pay into its system on behalf of a contractor, such funds will be deducted from the gross pay to the contractor.

All employees of independent contractors providing "essential school services" to the School must fulfill one of the following conditions:

1. The independent contractor has provided proof that it has requested a criminal records check, including an FBI check, within the five-year period prior to the date on which the person will begin working in the School and the records check indicated that the person had not been convicted of or pleaded guilty to an offense that would disqualify the person for employment with the School;

OR

2. During periods of time when the employee of the independent contractor will have routine interaction with a child or regular responsibility for the care, custody or control of a child,

an employee of the School has been assigned to be present in the same room as the child or, if outdoors, to be within a 30-yard radius of the child or to have visual contact with the child.

The Principal or his/her designee is responsible for ensuring that employees of independent contractors have successfully completed a criminal records check or will be supervised when they have access to children.

The Principal has specified that “essential school services” are necessary services that would need to be provided by Employees if the services were not provided by an independent contractor (such as food, janitorial or clerical services).

IRC 6041; R.C. 3314.41

148.5 Annual Financial Report

The School shall file an annual financial report, which must be prepared using generally accepted accounting principles. The report must contain the following:

1. The amount of collections and receipts, and accounts due from each source;
2. The amount of expenditures for each purpose;
3. The income of each public service industry owned or operated by a municipal corporation, and the cost of such ownership or operation (if applicable); and
4. The amount of 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 (if applicable).

The School must prepare two copies of the report. The original must be filed with the auditor of 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” and the copy must be retained by the School’s fiscal officer. The report must be filed either in paper form or electronically in a manner and format prescribed by the auditor of state and must be filed within one hundred and fifty (150) days after the close of the fiscal year. At the time the report is filed with the auditor of state, the School’s fiscal officer must publish notice in a newspaper of general circulation in the political subdivision or taxing district.

R.C. 117.38; OAC 117-2-03.

148.6 Credit Cards

For purposes of this policy, credit cards are defined to include business check cards and debit cards. The Board recognizes the convenience and efficiency afforded by the use of School credit cards. A credit card shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or School-related activities and that only those types of expenses that are for the benefit of the School and serve a valid and proper public purpose shall be paid for by credit card. Any changes to credit card terms requiring consumer authorization, including changes to credit limits, shall be approved by the Board. As such, employees are required to abide by the following guidelines when using a School credit card.

1. All credit cards issued to and in the name of the School shall be held and supervised by the Principal.
2. Subject to the discretion of and the approval of the Principal, credit cards may be used for eligible goods and services including:
 - a. Transportation reservations and expenses.
 - b. Conference registrations.
 - c. Hotel reservation guarantees and expenses.
 - d. If monies are budgeted and deposited with the Principal in advance, credit cards may be used by Employees for student trips and competitions for safety and security reasons.
 - e. Reasonable real expenses, including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages, since the purchase of such beverages clearly fails to serve a valid and proper public purpose.
 - f. Purchases from vendors who do not accept purchase orders or vouchers, with prior approval from the Principal.
 - g. Other purchases approved by the Principal on a case-by-case basis.
3. Credit cards shall not be used for personal purchases or expenditures not allowed under this guideline. In particular, credit cards shall not be used for expenses that are not incurred in connection with Board-approved or School-related activities, are not for the benefit of the School, and do not serve a valid and proper public purpose. Use of credit cards in an unauthorized or illegal manner may result in revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase.
4. The Principal shall establish limits on the total dollar amount that an employee may incur

as a part of any individual transaction based on the Principal's good faith estimate of the purchase or expense, which shall be approved or ratified by the Board of Directors.

5. Employees requiring the use of a School credit card shall request in writing such card from the Principal, which shall include a signed statement that the requesting employee has read this policy, and understands and agrees to abide by its terms.
6. The School is a nonprofit instrumentality of the State of Ohio. Tax exemption forms shall be utilized and are available in the Principal's office.
7. Upon receipt of a School credit card, employees shall:
 - a. Inform merchants that the purchase is for "Official School Business" and is not subject to State or local sales tax. However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.
 - b. Maintain credit cards in a secure fashion and prevent unauthorized charges to the account.
 - c. Maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices.
 - d. Provide documentation of all purchases to the Principal in a timely manner to ensure prompt payment.
 - e. Immediately notify his or her immediate supervisor and the Principal if the card is lost or stolen.
 - f. After use, School credit cards are to be returned to the Principal, along with appropriate receipt copies of all charges.
 - g. Upon receipt of the appropriate documentation, credit card expenditures will be paid through the Principal's Office.
 - h. The Principal or his/her designee will monitor the credit card account(s) and reconcile all credit card accounts on a monthly basis. A report will be a part of the monthly Cash Activity Report reported to the Board.
 - i. If the employee is terminated or resigns, he or she must return the credit card and shall remain responsible for any inappropriate use.
8. Failure to turn in receipts and appropriate forms to the Principal within five (5) business days may result in the charges being deemed unrelated or unsubstantiated. This amount will then be charged back to the user.
9. Credit Cards shall never be used for any cash withdrawal transactions or advances from a financial transaction device or automated teller machine ("ATM"), or to obtain any cash back on a credit card transaction.

See also Policy 148.1 Purchasing/Invoicing.

148.7 Staff Reimbursement

Expenses which are incurred by professional staff members as a result of authorized travel for the School will be reimbursed to the extent provided for in these guidelines. Reimbursement is intended to provide for transportation, lodging, and food of reasonable and adequate quality. When traveling on School business, a professional Staff member is expected to use the same care in incurring expenses that a prudent person would exercise if traveling on personal business, and reasonable efforts will be made to reimburse actual expenses. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations, will not be considered prudent, nor will they be accepted for reimbursement. No charges for alcoholic drinks will be reimbursed. Rental cars must be economy rentals unless approved in advance by the Treasurer as otherwise necessary or prudent.

Authorization and Procedure: When travel is expected, a requisition form should be completed and approved by the Superintendent at least ten (10) days prior to the date a decision is needed. This request should detail all estimated expenditures.

Reimbursement: Reimbursement will be at the current approved IRS rate if driving on School business. If transporting students to competition or trips, Staff volunteers will be reimbursed actual expenses, documented by receipt, or at the IRS Approved Charitable Rate.

A Travel Reimbursement Form must be completed and signed by a supervisor. All claims must be supported by original receipted bills. Reimbursement for reasonable charges for tolls and parking will be made upon presentation of supporting receipts.

Other Reimbursement: Staff must follow all rules concerning purchasing and School credit card use. If Staff otherwise personally advances money on behalf of the School, it does so completely at its own risk of non-reimbursement, provided however, the Board is authorized to reimburse such advances only if it finds that the expenditure was made without adequate opportunity for prior approval, or was an emergency and advanced as a necessity, for the benefit of the School. All reimbursements must be supported by detailed receipts.

Staff cannot be reimbursed for any expense if the Staff member received a benefit through a rewards program for that expense. Rewards programs allow users to earn rewards based on how much money they spend. Examples of rewards programs include, but are not limited to, frequent flier miles, grocery store loyalty card programs, and hotel free night programs. This prohibition includes rewards programs tied to credit cards and loyalty customer cards.

Ohio Ethics Comm. Advisory Opinion No. 91-010

See also Policies 395 Purchasing Policies and 395.1 Purchase of Supplies and Materials, Equipment.

148.8 Federal Grants Procurement, Monitoring, and Administration

In addition to the applicable policies set forth elsewhere in this manual, the following policies shall apply when the School expends federal grant funds to purchase property or obtain services, including but not limited to, purchases made under the School food service and nutrition programs.

- A. Competition. To the extent required by law, the School shall use procurement methods that provide for full, free, and open competition and comply with the federal procurement regulations. If the School solicits bids or competitive proposals to secure property or services, the School shall award the contract to the party whose bid or proposal, after considering all appropriate facts, is most advantageous to the School.

The School shall exclude from competition for procurements any contractor that develops or drafts specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Unless allowed by law, the School shall not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals.

- B. Code of Conduct. No employee, officer, or agent of the School shall participate in selecting, awarding, or administering a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. A conflict arises when the employee, officer, or agent, a member of his/her family, his/her partner, or the employer or prospective employer of any of the above-mentioned individuals has a financial or other interest or a tangible personal benefit from the company selected to be awarded the procurement contract.

No employee, officer, or agent of the School may solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Any gratuities, favors, or anything of monetary value includes money and every other thing of value, meaning having more than a de minimis or nominal worth.

All employees, officers, or agents of the School must disclose in writing any potential conflicts of interest, whether real or apparent, to the School prior to participation in the selection, award, or administration of a contract supported by a federal award.

The School shall not conduct any procurement action involving a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, if the School would be unable or appear to be unable to be impartial in that procurement action.

Any employee, officer, or agent of the School found to have violated this Code of Conduct or any other applicable ethics laws or regulations will be immediately excluded from further participation in the selection, award, or administration of the contract supported by a federal award and may be subject to disciplinary actions, up to and including termination. The School shall promptly report any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal award to the awarding federal agency and specify any corrective action taken by the School.

Nothing in this policy shall be read to alter the obligations and restrictions on public officials

pursuant to Ohio Revised Code Chapters 3314 and 102, and Section 2921.42-.44 as applicable to community schools.

C. Procurement Procedures. To the extent required by law:

1. The School shall review any proposed procurement to avoid purchasing unnecessary property or services. The School shall avoid purchasing duplicative items.
2. Before acquiring an item, the School shall compare the advantages of leasing and purchasing property, purchasing surplus property, or sharing services where permitted by law in order to determine the most economical approach. The School shall also consider consolidation or breaking out procurements to obtain more economical purchases.
3. Prior to accepting bids or proposals, the School shall make independent estimates of cost and price. The School shall conduct a cost or price analysis in connection with every procurement transaction and procurement contract modification, including those over the Simplified Acquisition Threshold. This shall include making independent estimates before receiving bids or proposals.
4. The School shall ensure that its solicitations for goods and services contain clear and accurate descriptions and technical requirements of the goods and services sought, all factors to be used in evaluating bids or proposals, and provide any other information required under the applicable federal regulations. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The School shall not require brand name products unless the brand name is specified as a means to define the performance or other salient requirements of procurement.
5. The School shall attempt to ensure that the parties with which it contracts are responsible and capable of fulfilling the terms and conditions of the contract. The School shall give consideration to the contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. The School shall only use time and material type contracts after a determination that no other contract is suitable and, if a contract includes a ceiling price, the contract must specify that the contractor exceeds the ceiling at its own risk.
7. The School shall create and maintain records that document the procurement process that the School followed in each procurement transaction, including the rationale for utilizing the selected procurement method, the selection of contract type, the basis for awarding or rejecting the contract, the justification for lack of competition if competitive bids or proposals are not sought, and the basis for the award cost or price.

8. The School shall make its procurement records available for review upon request by the awarding federal agency or pass-through entity.
 9. Before deciding to use grant funds to host or attend a meeting or conference, the School shall ensure that the meeting or conference is (a) consistent with the School's approved grant application, (b) necessary to achieve the goals and objectives of the grant, and (c) for purposes of disseminating technical information, and (d) that the School has used only the grant funds necessary to accomplish legitimate meeting and conference business.
 10. Whenever practicable, the School shall utilize lower cost alternatives in lieu of attending meetings or conferences.
 11. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents relating to the use of federal grant funds for procurement purposes, the School shall state the percentage of the total cost funded by federal money, the dollar amount of federal funds available for the project or program, and the percentage and dollar amount of the total cost of the project or program financed by non-governmental sources.
 12. The School shall comply with the Buy American provision in 7 CFR Parts 210 and 220 for all solicitations and contracts that involve the purchase of food. The School must ensure that such solicitation and contract language includes the requirement for domestic agricultural commodities and products to the maximum extent practicable, and must retain records documenting any exceptions. The School will include a requirement for certifying the domestic percentage of the agricultural food component of commodities and products, and will monitor contractor compliance.
 13. The Principal and Treasurer, working in conjunction, or their designee shall be responsible for determining a relevant dollar threshold; crafting all solicitations, which shall include "Buy American" provisions and small-business/minority-owned business/women enterprise language; determining the appropriate method of procurement; obtaining quotes, bids or proposals.
- D. Contract Provisions. Procurement contracts shall, at minimum, include the terms and conditions that are required by the applicable federal procurement regulations, including all necessary terms as required by the Trafficking Victims Protection Act of 2000 (TVPA). To the extent required by law, the School shall require that the person awarded a contract satisfy the bonding requirements set forth in the applicable federal regulations and shall comply with the TVPA and its corresponding regulations.
- E. Contract Administration. The School shall delegate to one or more school employee the responsibility for administering all procurement contracts and ensuring that the party awarded

the contract satisfies the terms, conditions, and specifications of the procurement contract or purchase order.

- F. Small/Minority/Women Businesses. The School shall take affirmative steps to contract with small businesses, minority-owned firms, and women's business enterprises when possible. The School shall also require a contractor, if it subcontracts, to take affirmative steps to contract with small businesses, minority-owned firms, and women's business enterprises when possible.
- G. Dispute Resolution. Any issues related to the procurement contract and administrative procedures, including source evaluation, protests, disputes, and claims, will be resolved according to the following dispute resolution procedures, and the School will disclose information regarding the dispute to the appropriate federal officials. Any grievant must file a written complaint requesting an opportunity to be heard by the Governing Board or the Board's designee. The Board or its designee will review any information presented and provide a written decision within a reasonable time. If the grievant is not satisfied with this decision, the matter shall be submitted to a qualified mediator for mediation. The parties will make every attempt to resolve such disputes through mediation and shall equally split all fees or costs of any third party mediator.

If the School suspects or determines that the contractor has likely violated local, state, or federal law, the School will refer the matter to the proper authority having jurisdiction over the matter.

- H. Time and Materials Contracts. The School may use a contract whose cost to the School is the sum of the Actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit, but only:
1. After a determination that no other contract is suitable; and
 2. If the contract includes a ceiling price that the contractor exceeds at its own risk.
- I. Debarred, Suspended, or Ineligible Contractor. The School shall not award contract to parties that have been debarred, suspended, or otherwise excluded from or are ineligible for participation in Federal assistance programs and activities pursuant to the federal System for Award Management available at www.sam.gov.

The school shall verify that the contracting party is not excluded or disqualified by checking the federal system for award management, collecting a certification from the contracting party, or adding a clause or condition to the covered transaction with the contracting party.

- J. Federal Grant Administration. The School shall ensure that these procedures are followed with respect to all federal grant applications submitted by the School and all federal grants that are awarded to the School.
1. Monitoring Grant Applications. The School shall delegate to one or more persons the responsibility for monitoring all pending federal grant applications, and that person or persons shall provide the Board with a report on the status of all federal grant applications

at each regularly scheduled Board meeting.

2. Monitoring Grant Expenditures. The School shall delegate to one or more persons the responsibility for monitoring federal grant expenditures, and that person or persons shall provide the Board with a report on the expenditures made from each federal grant at each regularly scheduled Board meeting.
3. Final Expenditure Reports. The School shall delegate to one or more persons the responsibility for reviewing all final expenditure reports for each federal grant that the School was awarded, reconciling the report(s) with the School's financial records, and ensuring that the final expenditure report for each federal grant is complete and accurate.
4. Maintenance of Procurement Records. The Treasurer or his or her designee shall be responsible for maintaining records sufficient to detail the history of all procurements, including small purchases. For example, solicitation documentation and responses, records of the evaluation process, records of the rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price, the contract and any amendments or modifications, and supporting documentation such as receipts or invoices.

2 C.F.R. 200; 2 C.F.R. 175.15; 7 C.F.R. 210; 7 C.F.R. 220.

See Appendix 148.8-A Methods of Procurement Using Federal Grant Funds, Appendix 148.8-B Procurement Procedure for Soliciting Small/ Minority/ Women Owned Businesses and Labor Surplus Firms, Appendix 148.8-C Child Nutrition Programs Procurement. See also Policy 114 Ethics and Conflicts Policy, Policy 148.2 Fixed Asset Policy/Title I and Federal Grant Assets Policy, Policy 149 Use of Cellular Telephones and Other Wireless Technologies, and Policy 205 Program Assessment.

148.9 Investments

It is the policy of the Board to invest public funds, gifts, donations, or other monetary assets in a manner that will provide the investment return with the maximum security, safety, and preservation of principal, while meeting any cash flow demands of the School. Investments shall be made with the judgment and care that a reasonable person of prudence would exercise in the management of his/her own affairs.

The fiscal officer, in consultation with the Finance Committee of the Board, if any, shall inform the Board of the degree of risk, potential and likely returns, and security and safety of an investment. If the investment is a gift or donation and is already invested in a particular manner, the fiscal officer and/or Finance Committee shall review the investment and report to the Board a recommendation as to whether to accept, re-invest, alter, sell, or otherwise manage the investment. The fiscal officer shall inform the Finance Committee and the Board in a timely manner about any adverse development in an investment.

The fiscal officer is the investment officer of the School and is charged with the responsibility for the purchase and sale of investments and the carrying out of this investment policy. Acting in accordance with this policy and adherence to the prudent personal standard expressed in this policy shall relieve the fiscal officer of personal responsibility.

148.10 Cost Principles and Financial Management for Use of Federal Funds

Federal grant awards will be administered efficiently and effectively through the application of sound management practices consistent with federal, state, and local laws, including the federal Uniform Grant Guidance, and any underlying grant agreements.

Financial Management

Grant funds must be managed in compliance with all applicable federal, state and local laws and rules as well as the terms of any federal grant award.

The School shall do all of the following:

1. Identify in its accounts all federal award funds received and expended and shall specify the federal program under which those awards were received. Whenever applicable information is available, accounts must include the Catalog of Federal Domestic Assistance (“CFDA”) title and number, the federal award identification number and year, the name of the awarding federal agency, and the name of the pass-through entity.
2. Make accurate, current and complete disclosures of the financial results of each federal grant award as required by the terms the award.
3. Maintain records that adequately identify the source and application of funds used for federally funded activities. Records must contain information about the awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and shall be supported by source documentation.
4. Exercise control over and accountability for all funds, property and other assets purchased with federal funds. All assets shall be safeguarded and the School shall assure that they are used only for authorized purposes.
5. Regularly compare expenditures with budget amounts for each federal award.

Cost Principles

All costs must conform to any limitations or exclusions set forth in the federal award. Costs must be accorded consistent treatment. The School shall only assign a cost to a federal award as a direct cost when no other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost. Costs shall not be included to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.

Costs shall be determined in accordance with generally accepted accounting principles (“GAAP”) and shall be consistent with policies and procedures that apply uniformly to both federally-financed and non-federally financed activities.

All costs must be adequately documented and shall be necessary, reasonable and allocable to the performance and administration of the relevant federal award. A cost must be allocable to a particular federal award or other cost objective if the goods or services in accordance with relative benefits received.

Costs must be reasonable in both the nature and amount. The following shall be considered when to determine if a cost is reasonable:

1. Whether the cost is a type recognized as ordinary and necessary for the School's operation or for the proper and efficient performance of the federal award;
2. Applicable restraints imposed on the cost, including sound business practices, arm's-length bargaining, relevant federal and state laws and rules, and terms and conditions of the awards;
3. Market prices for comparable goods and services for the geographical area;
4. Whether individuals authorizing the cost acted prudently when considering the costs; and
5. Whether the cost amounts to a significant deviation from established School practices that may unjustifiably increase costs.

Payments

Methods of payments utilized by the School must minimize the time elapsing between the transfers of funds to and from vendors. Any funds drawn in advance must be as close in time to the actual related expenditure as feasible.

Compensation

Employee or contractor compensation, including wages, salaries and fringe benefits, shall be permitted to the extent that:

1. The rate of compensation is reasonably consistent with (a) compensation paid for similar work in other activities by School employees or contractors, if any, or (b) compensation for similar work in the labor market; and
2. Compensation is supported by records that accurately reflect the work performed.

The School shall comply with all requirements to document the time and effort of personnel whose compensation is funded in whole or in part using federal grant funds. Reports must provide reasonable assurances that personnel charges are accurate, allowable and properly allocated. Time and effort reports shall be maintained by the School and shall comply with the School's established accounting practices.

Travel payment and reimbursement provided from federal funds must include documentation that demonstrates that the participation of the individual is necessary to the federal award and the costs are reasonable and consistent with the School's policies.

Uniform Grant Guidance, 2 C.F.R. 200 et seq.; 2 C.F.R. 200.302; 2 C.F.R. 200.305; 2 C.F.R. 200.430; 2 C.F.R. 200.431.

See also **Policy 148.2 Fixed Asset Policy/ Title I and Federal Grant Asset Policy** and **Policy 148.8 Federal Grants Procurement, Monitoring, and Administration.**

148.11 Crowdfunding

All crowd-funding campaigns shall be reviewed and pre-approved by the Principal or his/her designee.

The Principal or his/her designee shall ensure that the proposed crowdfunding campaign does not violate any federal or state law, including those governing the confidentiality of student information, and that the campaign seeks donations that comport with the School's education philosophy, needs, and technical infrastructure.

School employees must use a 501(c)(3) nonprofit crowdfunding service and donations must be sent directly to the School.

No donations will be accepted without the approval of the Board. All crowdfunding campaigns shall be through a School account. Any and all crowdfunding donations are the property of the School, which shall be entered promptly into the school property inventory or deposited in School bank accounts, and used exclusively for the stated purpose of the crowdfunding campaign. The Principal or his/her designee shall determine if the crowdfunding service obligates the School to assume any responsibility to file government-required reports of charitable activities, and if so, shall ensure such government-required reports are filed.

148.1-A

Procedure on Overpayment to Vendors

This procedure outlines the means by which the School may collect any overpayments to vendors. For the purposes of this policy, an “overpayment” shall only refer to school funds paid to a vendor to which the vendor is barred from receiving pursuant to the terms of its contract. Subject to the plain meaning of the contractual terms involved, the intentions of the parties, and clear provisions in state law, an overpayment under contracts providing for fees based on a percentage of state funds “received” by the School will not occur in the event of a subsequent reduction in state funds based on a full-time equivalency review, a finding for recovery, or any fine, penalty, or attempt to recover a portion of state funds levied by a state or federal agency, unless the contract between the School and the vendor specifically provides otherwise. The School may specify further the meaning of the word “received” through negotiations with vendors and/or upon renewal of any contracts based on a percentage of revenues of the School, including but not limited to its community school contract, operator contract(s), or lease(s).

In the event of an overpayment, the School’s Superintendent or Fiscal Officer will contact the vendor directly to negotiate repayment. If not addressed in the relevant contract, the default payment will be as follows:

- If less than \$50,000, one year via monthly payments.
- If more than \$50,000, two years via monthly payments.

The Superintendent may agree to a shorter or longer, or more or less frequent, repayment schedule in consultation with the Fiscal Officer of the School. In the event the vendor does not agree to repay any overpaid funds, the Superintendent should contact legal counsel to determine whether (1) such overpaid funds may be withheld from future payments to the vendor, (2) legal action may be necessary, and/or (3) there are any other options for collection.

Appendix 148.8-A

Methods of Procurement Using Federal Grant Funds

In accordance with applicable federal law, the School shall use the following methods of procurement to expend federal funds:

- A. Micro-Purchase: This method of procurement shall be appropriate for purchases where the aggregate dollar amount does not exceed \$10,000.00, or such amount as may be set by the Federal Acquisition Regulation. When practicable, the School shall distribute micro-purchases equitably among qualified suppliers, including small businesses and minority and women owned enterprises.
- B. Small Purchase: This method of procurement shall be appropriate for purchases in excess of \$10,000.00, but less than the federal Simplified Acquisition Threshold, which currently is \$250,000.00. When making small purchases, the School shall obtain price or rate quotes from an adequate number of sources.
- C. Sealed Bids: This method of procurement shall be appropriate for purchases over the Simplified Acquisition Threshold, or \$250,000.00, when: (1) a complete, adequate, and realistic specification or description of goods or services is available; (2) at least two responsible bidders are available and willing to compete for the business; (3) selection will be made principally on price; and (4) a firm fixed price contract will be awarded. The School shall award the fixed price (lump sum or unit price) to the responsible bidder who conformed to all material terms and is the lowest in price.
- D. Competitive Proposals: This method of procurement shall be appropriate for purchases over the Simplified Acquisition Threshold, or \$250,000.00, that require a formal solicitation and fixed-price or cost-reimbursement contracts. The School shall award contracts to a responsible vendor whose proposal is most advantageous to the School and is used when sealed bids are not appropriate, for reasons not limited to circumstances where the lowest price is not a sufficient deciding factor.

Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract.

Noncompetitive Proposals or Sole Source Solicitations: This method of procurement is only appropriate under limited circumstances and shall be used by the School sparingly. Sole source solicitation may be appropriate when an item is available only from one source, when a public emergency does not allow for the time of the competitive proposal process, or when a number of attempts at a competitive bidding process fail.

Amended and Restated Charter School Operating Agreement

This Management Agreement (“Agreement”) is entered into effective as of this 5th day of August, 2021, by and between New Leaf Organization, Inc., as Indiana non-profit corporation (the “Company”) Buckeye Community School - London, an Ohio non-profit corporation (the “School”) governed by a Board of Directors (“Board”) (Collectively “the Parties”).

WHEREAS, the School is a not-for-profit corporation which operates a community school pursuant to Ohio Revised Code Chapter 3314;

WHEREAS, the School and the Company previously entered into a Charter School Operating Agreement dated March 3, 2021;

WHEREAS, the Company researched and developed the educational program and wishes to provide the School the requisite educational, managerial, financial and other consulting services necessary for the implementation of the educational program;

WHEREAS, the School desires the Company to continue to provide such requisite management, educational, financial and other consulting services necessary to operate the School all in accordance with the community school contract the School has with its Sponsor, St. Aloysius Orphanage (the “Sponsor Contract”); and

WHEREAS, the Company desires to provide the aforementioned services and other expertise referenced above with respect to the School’s educational program.

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

1. **Term.** The initial term of this Agreement shall commence on the date of full execution of this Agreement, and shall continue, unless terminated sooner pursuant to the terms herein, for the term of the Sponsor Contract. Thereafter, this Agreement will automatically renew for the duration of any extension or renewal of the Sponsor Contract, unless one party notifies the other party of its intention not to renew this Agreement at least nine (9) months prior to the expiration of the then-current term of this Agreement.

2. **Company Responsibilities.**

a. **Relationship of the Parties.** The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

b. In order to assist the School in carrying out the terms of the Sponsor Contract, the Company agrees to provide comprehensive school management services, which shall consist of all aspects of the School operations to the extent permitted by law, (“Company Responsibilities”) including:

- (i) Executing on the School’s business plan to promote the Schools long term financial stability;
- (ii) The development of a comprehensive marketing plan that supports the School in recruiting, enrolling, and retaining students.
- (iii) Coordinating community relations and establishing community partnerships that provide resources to the students of the School.
- (iv) Overseeing day-to-day management of the School, in accordance with the School’s mission and in compliance with obligations placed upon the School by its Sponsor and all applicable laws and regulations.
- (v) Provide updated reports on financial, academic, and operation performance and then report these results to the Board, Sponsor, Ohio Department of Education, and any entity as required or requested by the Board.
- (vi) Maintain all School compliance and reasonably address any deficiencies.
- (vii) Provide comprehensive human resource management services for all School staff.
- (viii) Provide all systems and tools related to recruiting, hiring, and staff evaluation.
- (ix) Develop and update a high quality educational program aligned with the School’s mission.
- (x) Provide academic leadership to teachers, School leaders, and support staff including curriculum planning, teacher development, and team building.
- (xi) Develop and support the execution of a professional development schedule that aligns with the educational program and academic goals.

- (xii) Directly provide targeted professional development on the researched based practices detailed in the educational program.
- (xiii) Lead and train administrative staff and ensure accurate student enrollment data is reported into student information systems (EMIS).
- (xiv) Train and support School staff on data analysis, state testing, progress monitoring, and RtI process.
- (xv) Lead curriculum development, including curriculum and individual learning plan framework.
- (xvi) Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Company and as approved or requested by the Board.
- (xvii) Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting, except where the School and the Company are in conflict.
- (xviii) Determine staffing levels, and select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the School's needs, the Sponsor Contract, and state and federal law.
- (xix) Perform advisory services regarding special education and special needs students, programs, processes and reimbursements.
- (xx) Provide special education services to eligible students enrolled in the School in compliance with federal, state or local laws, rules and policies, and assist in the performance of the School's obligation related to any special education due process hearing.
- (xxi) Provide to the Board regular reporting on the status of School report card progress and compliance with applicable standards.
- (xxii) Using reasonable efforts to assist with establishing other locations for the School or relocating the School as determined to be necessary by written agreement between the Company and the Board.
- (xxiii) Provide career courses and curriculum to students that at a minimum meet all obligations upon the Board relating to courses and curriculum, including a career-technical education program that qualifies for and is funded by weighted career-technical education funding.
- (xxiv) Work with the Board to implement cultural directives which shall encompass: cultural affirming and empowering educational experience, including, but not limited to curriculum, building, leadership, and social atmosphere.
- (xxv) Assist in identifying and applying for grants (federal, national, state, local and philanthropic).
- (xxvi) Recruit and enroll students subject to general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Sponsor Contract and Board adopted policies and in compliance with all applicable federal, state and local law.
- (xxvii) The Company shall procure necessary equipment, facilities and property for the operation of the School.
- (xxviii) The Company shall procure all necessary services for the maintenance, cleaning and operation of the School.
- (xxix) The Company shall assist in arranging for the provision of food services for the students at the School.
- (xxx) The Company shall arrange for the provision of utilities to the School, including, without limitation, electricity, oil, gas, telephone, cable (TV/internet), water and waste charges.
- (xxxi) Take all steps necessary and reasonable to ensure that it and the School complies with the Sponsor Contract, laws, ordinances, rules, regulations, and orders applicable to the School.
- (xxxii) The Company shall schedule and prepare a proposed agenda for all required Board meetings.

c. Access to Education Records. The School has determined that the Company has a legitimate educational interest in the education records of the School and grants to the Company and its employees access to such educational records under 20 U.S.C. 1232g, the Family Rights and Privacy Act ("FERPA"). Company acknowledges that such records are the property of the School, and upon the termination or expiration of this Agreement, such records shall be promptly returned to the School. Company agrees that it shall take commercially reasonable precautions to protect all educational records from re-disclosure, and that any accidental or unauthorized disclosure shall be immediately reported to the School and its Board.

d. Place of Performance. The Company reserves the right to perform functions other than instructions, such as purchasing, professional development, and administrative functions, off-site, unless otherwise prohibited by federal or state law.

3. School Responsibilities. The Board shall govern the School and be responsible for its operation in accordance with the Sponsor Contract. The Board shall cooperate and work with the Company to develop policies, rules, regulations, procedures, curriculum, and approve Company-provided budgets which the Company shall implement and follow in providing the educational program. The School shall timely pay the costs and fees for which the School is responsible under the "Fees" Section of this Agreement. School shall timely notify the Company of any known or anticipated: (i) material health or safety issues; (ii) labor, employee or funding problems; and (iii) problems of any other type that could adversely affect the School in complying with responsibilities hereunder.

School shall timely notify Company of any special or emergency meetings, and a representative of the Company shall be present at each meeting, unless attendance is waived by the Board. The Board shall invite a representative of the Company into any executive session of a meeting, unless the topic of the executive session is legal action against the Company.

As required by law, the Board shall engage a designated fiscal officer or Treasurer.

4. Loans by the Company. Loans by the Company for payment of expenses that are not Operating Expenses, shall be pursuant to a separate agreement between the parties and not controlled by this Agreement. Any such loans shall bear interest at the fair market rate.

5. Annual Budget. On or before the last day of May each year, the Board, with assistance from its Treasurer, will approve the annual budget for the School for the period beginning July 1 of that year, and ending June 30 of the next year and any revisions based on reasonable changes in circumstances (collectively, the "Annual Budget"). The Company shall present the Annual Budget to the Board in consultation with the School's Treasurer, and the Board shall approve the Annual Budget provided it meets the minimum requirements of funding set forth in the Ohio Revised Code. The Board shall not refuse to approve the Annual Budget, unless there is an unquestionable failure of the proposed Annual Budget to fund the obligations of this Agreement or unless the proposed Annual Budget proposes an improper use of funds. If the Board believes that the proposed Annual Budget unquestionably fails to fund the obligations of this Agreement, the Board shall present its objections and the reasons for their position and shall work with its Treasurer, and the Company to resolve the dispute in ten (10) business days to the satisfaction of the Company and the School. The treasurer fee is to be included in the Annual Budget as Operating Expenses. Capital expenditures for facility improvements, shall not be Operating Expenses.

The adoption of the Annual Budget is solely the Board's responsibility. Under no circumstance shall a category of expenditure set forth in the approved Annual Budget, except costs that vary by student enrollment, such as Sponsor fee, staffing, curriculum, and other such student variable costs, be exceed by more than ten thousand dollars (\$10,000.00) without amendment of the approved Annual Budget.

6. Educational program. The educational program developed and provided by the Company to the School has been approved by the School and may be adapted and modified by the Company from time to time. The School and the Company agree to work together to effectuate any necessary change in the educational program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, provided that any such changes shall be consistent with the Statement of Mission and Purpose, and the education plan stated in the Sponsor Contract. Company's curricular materials are and shall remain proprietary information owned solely by the Company and provided to School for a reasonable cost paid by the School in its Management Fee, defined elsewhere herein.

7. Subcontracts. The Company reserves the right to subcontract any and all aspects of services it agrees to provide to the School. The Company shall be solely responsible for all costs, expenses and fees associated with such subcontractors, and shall ensure that subcontractors complete any required BCI/FBI criminal records checks.

8. Rules and Procedures. The Company shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School and the Company shall be required by the School to enforce such rules, regulations and procedures at all times.

9. Authority. The Company shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the Board.

10. Fees.

a. Management Fee. As used in this Agreement, the term "Operating Expenses" shall mean the current expenses of operating the School, including, without limiting the generality of the foregoing: payroll processing expenses; personnel salaries and benefits expenses; cost of assessment materials; cost of furniture, fixtures, equipment, technology, textbooks and other materials and supplies, including equipment lease expenses incurred by the Company in connection with the School; insurance premiums and deductible payments other than for insurance maintained by the Board pursuant to the Sponsor Contract; costs for public utility services; transportation expenses; food service expenses; custodial expenses; expenses for maintenance and repair of grounds and buildings; marketing expenses; legal fees; and other items reflected in the annual Budget including but not limited to the expenses incurred by the Company from time to time hereafter in connection with moving the School to a new school facility. Operating Expenses shall not include: (A) Board compensation expenses; (B) the School facility lease payments; or, (C) other payments related to contracts entered into by the Board, provided however, the Board shall not enter into any additional contracts for services included in those provided by the Company pursuant to Section 2(b) of this Agreement. The School shall receive written consent of the Company prior to entering into any contract described in (C) of the prior sentence if the total cost of contract exceeds ten thousand dollars (\$10,000.00) payable within one year of execution of that contract. Payment of the Company's Operating Expenses shall take priority over the payment of any contract described by (C), and shall be paid before such contractor receives

services. The Company shall be entitled to retain as compensation for services rendered pursuant to this Agreement the difference, if any, between the amount of the School's Revenues for each fiscal year less any charitable contributions and restricted grant revenue, the source of which prohibits the use of said funds, and the Operating Expenses for said Fiscal Year (the "Management Fee").

b. Operating Expenses. In consideration of the Management Fee, the Company shall pay all Operating Expenses as set forth in the budget as they come due.

11. Three Mile Radius. The Company, nor any affiliate of the Company, shall operate any other School that provides instruction or services to students in the grades of 9 through 12 or any program to achieve a high School diploma for students age 22 years or older within three miles of the School, unless the Company manages the other School prior to the effective date of this Agreement, without written consent of the Board. The Board will consider reasonable requests for a location within the three-mile radius.

12. School Personnel

a. Personnel. All administrators, teachers and staff at the School shall be Company employees. The Company shall determine staffing levels at the School in consultation with the Board and shall select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Sponsor Contract, and federal and State law.

b. School Principal. Notwithstanding the foregoing, the School Principal shall be selected by Company in consultation with the Board. Within ten (10) days of the proposed candidate the Board shall have the right to reject any proposed principal for good cause by providing written notice to the Company, which shall enumerate specific reasons for the rejection. The Company shall also give the Board at least ten (10) days' written notice of its intent to terminate or transfer the School Principal; provided, that the School Principal may be terminated without such notice upon the occurrence of any of the following:

- i. An event that jeopardizes the health, safety or welfare of students or staff School and was caused by the act, failure to act or negligence of the School Principal; or
- ii. The willful or deliberate violation by the School Principal of the Sponsor Contract or of a federal or State law that relates to the operation of the School.

If the Company believes that the School Principal has engaged in:

- i. Willful or deliberate violation of written School policies; or
- ii. Willful or deliberate failure to follow and adhere to the Company's directives as to educational design; and,
- iii. The Company reasonably believes that such conduct is or is likely to cause damage to the School from the stand point of marketing, financial success, student performance, moral, employee retention and/or recruiting, and the Company further believes that without taking immediate action for removal of the School Principal that irreparable harm will occur to the School in these areas, then the Company shall contact the Board chairperson regarding the situation and, within five (5) business days of consultation with the Board chairperson, terminate the employment of the School Director, or take other action as mutually agreed to with the Board chairperson. If the Company believes that the School Principal must no longer physically be in the School on an emergency basis, then it may suspend the School Principal's employment until the Company has consulted with the Board chairperson regarding termination of the School Principal.

The Company shall promptly provide the Board with all performance evaluations and records of any disciplinary actions or proceedings of or relating to the School Principal. The Board shall appoint a committee that shall be responsible for reviewing any performance issues related to the School Principal.

The School shall not solicit the Company's employees for employment with the School or any other Schools with overlapping Board members during the period that they are employed at the Company or for up to twenty-four (24) months after the employee leaves the employment of the Company. The Company shall ensure that all criminal background checks are performed with respect to any person who has or is expected to have direct contact with students.

13. Insurance. All insurance policies described herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except upon 30 days' prior written notice to the policy holder. Upon request, the Company shall furnish School

certified copies of the insurance policies or else Certificates of Insurance which demonstrate compliance with this Agreement.

a. **Liability Insurance.** The Company shall secure and maintain insurance covering its liability arising out of its performance of its duties under this Agreement, and provide coverage to the School, at levels of coverage that in conformity with the Sponsor Contract but that are not less than:

- i. Commercial general liability insurance including coverage for damage or loss to personal property used in the operation of the School, and liability coverage for damage to the physical premises in which the School is located, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate; and
- ii. Automobile liability insurance of one million dollars (\$1,000,000); and
- iii. Workers' Compensation insurance pursuant to the requirements of the State of Ohio and with Statutory primary coverage and at least one million dollars (\$1,000,000) of Employer's Liability coverage; and
- iv. Crime/Employee Dishonesty insurance with limits of at least five hundred thousand dollars (\$500,000); and
- v. Professional Errors & Omissions insurance with limits of at least one million dollars (\$1,000,000); and
- vi. Umbrella liability coverage of five million dollars (\$5,000,000) in excess of the primary commercial general liability, automobile liability and employer's liability insurance policies.
- vii. Professional liability and management liability for the Board, Professional Liability and Management Liability Insurance for Schools with limits of at least one million dollars (\$1,000,000)

b. **Workers' Compensation Insurance.** The Company shall secure and maintain workers' compensation insurance covering their employees.

c. **Coordination of Risk Management.** The Parties shall coordinate risk management with one another. This will include the prompt reporting of any pending or threatened claim, the timely filing of notices of claim, cooperating fully with one another in the defense of any claim, and compliance with any defense and reimbursement provisions of State governmental immunity laws and/or applicable insurance policies.

14. **Termination**

a. **Termination by the School.** The School may terminate this Agreement in the event (i) the Sponsor Contract is terminated or non-renewed, or (ii) the Company materially breaches this Agreement or causes a material breach of the Sponsor Contract and (A) the Company does not cure said material breach within 30 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within thirty (30) days, the Company does not promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the School.

b. **Termination by the Company.** The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) the School fails to pay any fees or debts due to the Company within thirty (30) days of receiving written notice that such fees are due; (ii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of the Company, and (A) the School does not cure said material breach within thirty (30) days of its receipt of written notice from the Company, or (B) if the breach cannot be reasonably cured within thirty (30) days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iii) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after School opens for education of students for any School year shall not be effective until the next succeeding academic year; or (iv) any Company facility that is instrumental to the implementation of the educational program or the day-to-day operations of the School is damaged so that, in the Company's

reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or practically, in the reasonable determination of the Company, provided that notice of termination is delivered by the Company to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

c. Obligation to Continue Performance. In the event that the School or the Company elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay the Company the fees due the Company pursuant to "Fees" Section herein, then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year.

15. Duties Upon Termination.

a. Upon termination of this Agreement for any reason whatsoever, the School shall promptly return to the Company any materials containing the educational program, the Company's methods of instruction or operation and, subject to paragraph (b) below, all Company real and personal property, and shall cease use of any Company logos or insignias. Any personal property paid for with School funds, belongs to the School. The Company shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement.

b. Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to the Company delivered within thirty (30) days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by the Company and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, The "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company.

16. No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

17. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:

New Leaf Organization, Inc.
Attn: Chief Operations Officer
690 S. Tiffin St
Port Clinton, OH 43452
Telephone: 567-283-0058
Email: Pete@newleaforg.net

With a copy to:

Adam Schira
Dickinson Wright PLLC
150 East Gay Street, Ste. 2400
Columbus, Ohio 43214
Telephone: 614-744-2932
Email: Aschira@dickinsonwright.com

If to the School, to:

Attn: Principal
Buckeye Community School London
177 West High Street
London, OH 43140

18. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

19. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to any jurisdiction's conflict of laws provisions.

21. Assignment; Binding Agreement; Change of Ownership. Neither party shall assign this Agreement without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

22. Independent Activity. All of the Parties to this Agreement understand that the Company's business is to operate and manage community Schools throughout the State. As such, the Parties agree the Company, and its affiliates, may operate other community Schools in the State of Ohio or anywhere else, whether the same may be considered competitive with the School or not.

23. Representations and Warranties of the Company. The Company hereby represents and warrants to the School as follows:

a. The Company is duly organized, validly existing, and in good standing under the laws of the State of Indiana and registered to do business in the State of Ohio, and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The Company has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Company enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

d. By entering into this Agreement, the Company is not in violation of any other agreement, legal or regulatory obligation.

24. Representations and Warranties of the School. The School hereby represents and warrants to the Company as follows:

a. The School is duly organized, validly existing, and in good standing under the laws of the State of Ohio and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The School has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the School enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. The School has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

d. By entering into this Agreement, the School is not in violation of any other agreement, legal or regulatory obligation.

25. Arbitration.

a. In the event of any dispute between the Parties hereto, the Parties shall settle said dispute through arbitration (unless otherwise required by any applicable insurance policy or contract). In the event arbitration is the applicable form of dispute resolution, each party shall appoint one arbitrator and then the two previously selected arbitrators shall agree upon a third. The arbitration shall take place utilizing the then-current rules of the American Arbitration Association ("AAA") and shall take place in the State of Ohio, County of Franklin.

b. The Parties shall have the right of limited pre-hearing discovery, in accordance with the U.S. Federal Rules of Civil Procedure, as then in effect, for a period not to exceed sixty (60) days.

c. As soon as the discovery is concluded, but in any event within thirty (30) days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Any award by the arbitrators in connection with such a decision may also provide that the prevailing party shall recover its reasonable attorneys' fees and other costs incurred in the proceedings, in addition to any other relief which may be granted.

d. Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

26. Amendment. This Agreement may not be modified or amended except by a writing signed by each Party hereto against which any relevant term hereof is being enforced.

27. Contingency. This Agreement is contingent upon being approved by the School's sponsor pursuant to the School's Sponsor Contract.

28. Entire Agreement. This Agreement and any Appendices and Exhibits hereto shall constitute the full and complete agreement between the Parties. All prior representations, understandings and agreements are merged herein and are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:
Buckeye Community School - London

COMPANY:
New Leaf Organization Inc.

Bert Carter
vice
Its: Board President

Mary E. Rumpz
Its: Chief Executive Officer

CHARTER SCHOOL OPERATING AGREEMENT

This Charter School Operating Agreement, hereinafter referred to hereinafter referred to as the "Agreement" or "Contract" is made and entered into effective this **24th** day of **February 2021**, by and between **NEW LEAF ORGANIZATION INC.**, an Indiana non-profit corporation having a principal address of 690 S. Tiffin Street, Port Clinton, OH 43452 ("NLO"), and **BUCKEYE COMMUNITY SCHOOL-LONDON**, an Ohio non-profit corporation having a principal address at 177 West High Street London, Ohio 43140 (the "BOARD").

RECITALS

The Board desires to open a charter school in London, Ohio.

Pursuant to Chapter 3314 of the Ohio Revised Code (the "Code"), the BOARD has been or soon will be granted a charter (the "Charter") by St. Aloysius (the "Authorizer") to organize and operate a charter school (known as "Community Schools" in Ohio), with Authorizer as the authorizing body.

The Charter and the Code provide a fixed fee per student to educate students, but no separate funding for facilities and equipment to open a school.

The BOARD does not have the financial resources to hire and train personnel, purchase furniture, equipment, software and materials, and perform other actions necessary to properly open, run and maintain a charter school.

NLO has the experience and financial resources necessary to open and operate a charter school.

The BOARD and NLO desire to create an enduring educational alliance, whereby the BOARD and NLO will work cooperatively to promote educational excellence and innovation, based on NLO'S school design, comprehensive educational program and management principles.

In order to facilitate the organization and implementation of an innovative educational program at the Charter School, the parties desire to establish this arrangement for the management and operation of the Charter School.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Authority. The BOARD represents that it is authorized by law to contract with a private entity and for that entity to provide educational management services. The BOARD further represents that it has been granted the Charter by Authorizer to organize and operate the Charter School. The BOARD is therefore authorized by the Authorizer to supervise and control the Charter School and is invested with all powers necessary or desirable for carrying out the educational program contemplated by the Charter.

B. Contract. The BOARD hereby contracts with NLO, to the extent permitted by law, to provide all charter school management services on the terms and conditions set forth in this Agreement, including without limitation the administration and supervision of the personnel, materials, equipment, and facilities necessary for the provision of educational services to students, and the management, operation and maintenance of the Charter School in accordance with the Charter School mission, educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the BOARD and included in the Charter between the BOARD and Authorizer.

C. Access to Educational Records. The BOARD states that the employees of NLO have a legitimate educational interest in the educational records of the Charter School and grants to NLO's employees access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA").

D. Status of the Parties. NLO is a non-profit corporation organized under the laws of Indiana, and is not in any way affiliated with the BOARD. The BOARD is a non-profit corporation organized under the laws of the State of Ohio and is not in any way affiliated with NLO. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. The relationship between NLO and the BOARD is based solely on the terms of this Agreement, and the terms of any other written agreements that may now or hereafter be executed between NLO and the BOARD.

ARTICLE II

TERM

This Agreement shall be effective as of the date set forth above and, unless earlier terminated for good cause pursuant to the provisions of this Agreement, shall continue until termination or expiration without renewal of the Charter. This Agreement shall be automatically extended for the duration of any extension or renewal of the Charter, provided that NLO is in compliance with this Agreement. It is the intention of the parties hereto that this Agreement shall be a single, uninterrupted contract that operates without expiration for both the original and each and every automatically extended term.

ARTICLE III

OBLIGATIONS OF NLO

A. Responsibility. NLO shall be responsible and accountable to the BOARD for the administration, operation and performance of the Charter School in accordance with the Charter and this Agreement. NLO's responsibility, as set forth in this Agreement, is expressly limited by: (i) the Charter School's Budget, which is to be submitted and approved by the BOARD as provided in this Agreement, and (ii) the availability of governmental funding, whether state, city or federal, to pay for said services. Neither NLO nor the BOARD shall be required to expend funds on services in excess of the amount described in the Charter School Budget.

B. Development of the Charter School. NLO shall provide customary charter school development services (the "Development Services"), including without limitation, assistance with the charter school application process, negotiations with the Authorizer and the charter appellate process if necessary; development and opening of the Charter School Facility; development of a curriculum; development of a school operations plan; identification of furniture, fixtures, equipment and supplies; arrangement of transportation and food services as necessary; conduct of other procurement activities as necessary to start up the Charter School; preparation of specifications for technology and related services; recruitment, selection and pre service training of school personnel; pre-opening recruitment of students; and identification of business systems for Charter School accounting needs. Development Services end two weeks prior to the opening of school for students.

C. Educational Program. NLO agrees to implement the educational goals and programs set forth in the Charter (the "Educational Program"). The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement, effectiveness, and efficiency, and that the BOARD and NLO are interested in results and not in inflexible prescriptions. In the event NLO determines that it is necessary to modify the Educational Program, NLO shall inform the BOARD of the proposed changes and obtain BOARD approval, which shall not be unreasonably withheld, and if required under the Charter, approval of the Authorizer. Not less than semi-annually, and otherwise as reasonably requested, NLO will provide the BOARD with updated reports on progress towards implementing each of the Charter School's educational goals in the Educational Program. Notwithstanding anything to the contrary herein, the BOARD shall have the reasonable right with a majority vote of said BOARD to require that NLO discontinue elements of the Educational Program being used by NLO at the Charter School.

D. Charter School Facility. NLO will assist the BOARD in locating a facility suitable for the operation of the Charter School (the "Charter School Facility"). The Charter School Facility shall be subject to BOARD approval, which approval shall not be unreasonably withheld. The Charter School Facility shall meet the requirements of all federal, state and local laws and regulations for the operation of the Charter School and shall be suitable for the maximum number of students approved by the Authorizer in the Charter or such lesser number of students as may be recommended by NLO and approved by the BOARD, which approval shall not be unreasonably withheld. Unless approved by the BOARD, the Charter

School Facility shall during the term of this Agreement only be used to carry out the terms and conditions of the Charter and for educational and ancillary purposes not inconsistent with the Charter, such as a before school and after school childcare program. The BOARD and NLO shall consult with one another prior to making or accepting any material modification to the Charter School Facility, or any amendment or modification to the terms and conditions of any lease between the BOARD and a third party landlord or any purchase and sale agreement between the BOARD and a third-party Seller in connection with the Charter School Facility. The BOARD shall exercise good faith in acting upon the reasonable recommendations of NLO related to the Charter School Facility. NLO will review any lease for the Charter School Facility (the "Lease"). In connection with its duty to administer and operate the Charter School, NLO, on behalf of the BOARD agrees to operate in compliance with the Lease and to immediately notify the BOARD, in the event that NLO acts or fails to act in any manner which would result in a breach or default by the BOARD under the terms of the Lease.

E. Purchases. NLO shall assist the BOARD in identifying and procuring such suitable materials, furniture, fixtures, equipment and supplies as may be necessary to the operation of the Charter School. Purchases made by NLO with Revenues (as defined hereafter in Article V, Section A.), such as non-proprietary instructional and/or curriculum materials, books and supplies, and equipment will be the property of the BOARD. Property purchased by NLO with NLO Advances (as defined hereafter in Article V Section G.) will be NLO' s Property; provided, however, that upon the repayment of NLO Advances used to purchase such property, any such property will become the BOARD's property. NLO agrees not to add any fees or charges to the purchase cost or lease cost of equipment, materials or supplies purchased or leased by NLO. In the event that NLO makes purchases on behalf of the BOARD with Revenues designated for such purpose in the annual Budget, NLO shall comply with all applicable laws and conduct the purchase as if the BOARD were making such purchases directly from a third party. All property purchased with Revenues in accordance with Board policy shall belong to the Board.

NLO may, at its discretion, finance purchases pursuant to an equipment lease and allow the Charter School to use such equipment. During the term of the equipment lease, title to the equipment would be held by the lessor. At the end of the term of any such equipment lease, such equipment shall, at the option of the Board after consultation with NLO, be (i) returned to the lessor, or (ii) if permitted by the terms of the applicable equipment lease, purchased with Revenues (as defined in Article V), in which case NLO agrees to transfer title to the purchased equipment to the BOARD.

NLO WILL MAKE REASONABLE COMMERCIAL EFFORTS TO PURCHASE EQUIPMENT, MATERIALS, AND SUPPLIES OF SUITABLE QUALITY AND APPROPRIATE FOR USE AT THE CHARTER SCHOOL. THE PRECEDING SENTENCE NOTWITHSTANDING, NLO MAKES NO EXPRESSED OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER WITH REGARD TO ANY EQUIPMENT, MATERIALS OR SUPPLIES PURCHASED ON BEHALF OF OR FOR USE AT THE CHARTER SCHOOL, INCLUDING WITHOUT LIMITATION THE CONDITION OF ANY SUCH ITEM, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF ANY EQUIPMENT, MATERIALS OR SUPPLIES SHALL RELIEVE THE BOARD OF ITS OBLIGATIONS TO PAY FOR USE OF THE ITEM OR OF ANY OTHER OBLIGATION UNDER THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, NLO WILL ENFORCE ANY EXISTING MANUFACTURER WARRANTIES ON ALL EQUIPMENT, MATERIALS OR SUPPLIES PURCHASED ON BEHALF OF OR FOR USE AT THE CHARTER SCHOOL.

F. Proprietary Rights/Confidentiality. The BOARD shall own all proprietary rights to curriculum or educational materials that are (i) directly developed and directly paid for by the BOARD, or (ii) developed by NLO or its employees at the Charter School at the direction of the BOARD with funds specifically dedicated by the Board for the development of such curriculum or materials. Except as otherwise provided herein, NLO shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by NLO, its employees, agents or subcontractors, or by any individual working for or supervised by NLO which is developed during the routine performance of the individual's duties. NLO shall have the sole and exclusive right to license such materials. Nothing in this Section shall be construed to grant the BOARD proprietary rights over curriculum or educational materials that are part of the general curriculum development of NLO not directly ordered and paid for by the BOARD.

During the term of this Agreement, NLO and the BOARD may each disclose proprietary information to the other, including currently existing proprietary information and proprietary information created in the future. The receiving party shall use all such efforts as may be reasonably requested by the owner of such proprietary information so as not to disclose, publish, copy, transmit, modify, alter or utilize such proprietary information during the term of this Agreement or at any time after its termination or expiration other than to the extent reasonably necessary for implementation of this Agreement. Notwithstanding anything to the contrary herein, educational materials and teaching techniques used by or at the Charter School shall be subject to disclosure to the extent required by applicable state or federal law.

G. Subcontracts. NLO reserves the right to subcontract any and all aspects of all services it agrees to provide to the Charter School, including, but not limited to building cleaning, security, and/or food service. However, NLO shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the BOARD.

H. Place of Performance. NLO reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off-site, unless prohibited by state or local law.

I. Student Recruitment. NLO and the BOARD shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in compliance with the procedures set forth in the Charter and state and federal law.

J. Due Process Hearings. NLO shall assist the BOARD in the performance of the BOARD'S obligations to make available to students of the Charter School due process hearings regarding discipline, special education, confidentiality and access to records as required by the Charter and applicable state, federal and local laws, rules and regulations.

K. Grants. NLO, with the prior approval of the BOARD, may apply for available grants in the name of the Charter School which will (A) provide additional funding to the Charter School, (B) aid the Charter School in fulfilling the terms of the Contract and/or (C) provide additional services and programs to the students. Prior to the application for any grant funds, the BOARD shall review and approve any grant application including any fees to be paid to NLO. Following the expenditure of said grant funds, NLO shall provide any information requested which bears upon an audit.

L. Rules and Procedures. NLO shall recommend reasonable rules, regulations, policies and procedures applicable to the Charter School and is authorized and directed to enforce such rules, regulations, policies and procedures as may be adopted by the BOARD. The BOARD or the Authorizer may request that NLO propose such rules, regulations policies or procedures as either may deem desirable. Upon such BOARD or Authorizer request, NLO will prepare a recommendation and present the same for BOARD review and approval.

M. School Year and School Day. The school year and the school day shall be as provided in the Charter submitted to and approved by Authorizer, as the same may be legally modified from time to time.

N. Pupil Performance Standards and Evaluation. NLO shall implement pupil performance evaluations that permit evaluation of the educational progress of each Charter School student. NLO shall be responsible and accountable to the BOARD for evaluating the performance of students who attend the Charter School. At a minimum, NLO will utilize assessment strategies required by the Charter. The BOARD and NLO will cooperate in good faith to identify other measures of and goals for the Charter School students and Charter School performance, including but not limited to parent satisfaction.

O. Services to Disabled Students and Special Education. NLO shall provide special education services to students who attend the Charter School in conformity with the requirements of state and federal law and the Charter. NLO may subcontract as necessary and appropriate for the provision of special education services, subject to approval by the BOARD, which approval shall not be unreasonably withheld. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies. All Revenues provided by state, local or federal governments or any other source that are dedicated for the provision of special education services to eligible students shall be made available by the BOARD to NLO for the provision of such services.

P. Compliance with Charter and Applicable Laws. NLO shall take those steps necessary to ensure that it complies with the Charter, and any laws, ordinances, rules and regulations applicable to NLO or its responsibilities with regard to the Charter School as set forth in this Agreement, unless such requirements are or have been waived. If NLO is notified by the state, by the Authorizer, or by any other governmental authority or by any other person or entity that NLO or the BOARD may be in violation of the Charter or any applicable laws, ordinances, rules and regulations, NLO shall timely notify the BOARD of the claimed violation and shall take steps to cure in a timely fashion any and all such violations which relate to responsibilities of NLO hereunder. Except in the event where the interests of NLO and the BOARD may be adverse to each other or an un-waived conflict exists,

NLO shall be responsible for procuring legal services on behalf of the Charter School as necessary to ensure compliance with laws, ordinances, rules and regulations applicable to the operation of the Charter School, including legal advice regarding proposed rules, regulations, policies and procedures for the Charter School.

Q. Unusual Events. NLO agrees to timely notify the BOARD and/or Charter School administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the BOARD in complying with its responsibilities hereunder. NLO acknowledges that the Charter School has obtained tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986

R. Charter School Records. NLO shall maintain financial, educational and student records pertaining to the Charter School in accordance with applicable law. All such records are the property of the BOARD, and are subject to the applicable provisions of state law. All Charter School records shall be physically or electronically available, upon request, at the Charter School. Except as prohibited under the Charter and applicable law, the Authorizer and the public shall, upon reasonable request, have access to the records of the Charter School.

S. Board Meetings. NLO shall be responsible for scheduling and preparing a proposed agenda for all required BOARD meetings. Otherwise, NLO shall be notified personally concerning any meetings of the BOARD whether regular, special, emergency, or committee meetings. NLO shall notice each meeting on the BOARD'S behalf in accordance with the requirements of the Charter and applicable state law. At least one NLO representative shall attend each meeting. The BOARD shall invite NLO personnel into any Executive Session of a meeting unless the topic therein is legal action against NLO. NLO shall work with legal counsel pursuant to Section P of this Article III, the Authorizer, and/or such other charter school resource agencies as may be available, to provide pertinent legislative and regulatory updates to the BOARD. NLO shall be responsible for preparing and maintaining the minutes of each meeting and presenting the same to the BOARD for approval at the next regularly scheduled meeting thereof.

T. Before and After School Program. The Charter and this Agreement do not obligate NLO to offer or operate a Before and After School Care Program and the BOARD assumes no responsibility for any such program offered at the Charter School. However, NLO or its sub-contractor may operate such a program in the Charter School Facility in accordance with local, state, and federal law provided that any net revenues from such Program are deposited into the Charter School Operating Account as hereafter defined.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Good Faith Obligation. The BOARD shall adopt reasonable fiscal and academic policies governing the operation of the Charter School. The BOARD shall consider all reasonable rules, regulations, policies and procedures as recommended by NLO and seek NLO'S input

in connection with any rules, regulations, policies and/or procedures proposed by the BOARD and/ or the Authorizer. The BOARD shall exercise good faith in acting upon the recommendations of NLO in all matters covered by this Agreement, including but not limited to, NLO'S recommendations concerning additions and changes to policies, procedures, rules, regulations and budgets.

B. Assistance to NLO. The BOARD shall cooperate with NLO in furnishing all information and submitting all forms and reports required in connection with the Charter or this Agreement, including providing timely notice of all BOARD meetings. The BOARD shall timely furnish NLO all information, documents and records necessary for NLO to properly perform its responsibilities under this Agreement.

C. Compliance with Charter and Applicable Laws. The BOARD shall take those steps necessary to ensure that it complies with the Charter, and any laws, ordinances, rules and regulations applicable to the BOARD or its responsibilities with regard to the Charter School as set forth in this Agreement, unless such requirements are or have been waived. If the BOARD is notified by the state, by the Authorizer, or by any other governmental authority or by any other person or entity that the BOARD or NLO may be in violation of the Charter or any applicable laws, ordinances, rules and regulations, the BOARD shall timely notify NLO of the claimed violation and shall take steps to cure in a timely fashion any and all such violations which relate to responsibilities of the BOARD hereunder.

D. Treasurer. As required by Ohio law, the BOARD shall engage a designated fiscal officer or Treasurer ("Treasurer") to oversee the Charter School Depository Account as hereafter defined.

E. Unusual Events. The BOARD agrees to timely notify NLO of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect NLO in complying with its responsibilities hereunder.

F. Retained Authority. The BOARD shall retain the authority to, after prior good faith consultation with NLO, make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management and administration of the Charter School as required by state law.

ARTICLE V

FINANCIAL ARRANGEMENTS

A. Charter School Revenues. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the Charter School, including but not limited to:

1. Qualified Revenue. "Qualified Revenue" shall mean all revenue received by the Charter School pursuant to Title 33 of the Ohio Revised Code and any other statute applicable to Community Schools as defined in the Code, including but not limited to,

funding for regular public school students, special education funding, gifted and talented funding, funding for at risk students, and funding for students with limited English proficiency.

2. Grant Revenue. "Grant Revenue" shall mean all revenue received as a result of any application submitted by or on behalf of the Charter School or any funding agreement reached by or on behalf of the Charter School including but not limited to Title I and other Title Funds, National School Lunch Program, Medicaid, Start-Up Grant, and other grants for facilities, professional development, transportation, or other needs of the Charter School.
3. Non-Qualified Revenue. "Non-Qualified Revenue" shall mean charitable contributions, fees charged to students, as and to the extent permitted by law, proceeds from fundraisers, lunch revenue received from students who are not eligible for a free lunch, and any miscellaneous revenue received that is not Qualified Revenue or Grant Revenue.
4. Revenues. Qualified Revenue, Grant Revenue and Non-Qualified Revenue, may collectively be referred to throughout this Agreement as Revenues. NLO Advances as hereafter defined are not Revenues. Net Receipts from any Before and After School Care Program are not Revenue and shall be deposited directly into the Charter School Operating Account as hereafter defined.

B. Budget

1. Projected Budget. NLO shall provide the BOARD with an annual projected Budget (the "Budget"). For the Charter School's first Fiscal Year, the Budget shall be submitted prior to the start of the Fiscal Year (July 1) with a final budget by September 1st. The Budget for each subsequent Fiscal Year shall be submitted to the BOARD prior to May 1st of the immediately preceding Fiscal Year. The Budget shall be consistent with the Charter, including without limitation the Charter School mission as set forth therein, and this Agreement.
2. Budget Detail. The Budget shall contain at a minimum the same revenue and expense line items required of NLO to comply with Auditor of State Bulletin 2004-009 at the end of each Fiscal Year, and other reasonable detail as determined by NLO with input from the BOARD. The Budget shall typically include projected expenses and costs reasonably associated with operating the Charter School and the NLO school design including, but not limited to: BOARD Expenses; the projected cost of services and education programs provided to the Charter School; leasehold and other lease or purchase costs incurred for the Charter School Facility; maintenance and repairs to the Charter School Facility and capital improvements, except as otherwise agreed upon; personnel salaries and benefits expenses; payroll processing expenses; supplies and furnishings necessary to operate the Charter School; all taxes of any kind that are assessed or imposed; insurance premiums and deductible payments; utilities; transportation expenses; food service expenses; professional fees; Development Allocation; general and administrative expenses including costs of

audits in connection with this Agreement; financial service supervision; Indirect Cost Allocation; promissory note payments, if any; repayment of NLO Advances, if any; and other costs and expenses connected to operating the Charter School.

3. Approval. The Budget shall be prepared by NLO and submitted to the BOARD for approval, which approval shall not be unreasonably withheld or delayed. The BOARD shall notify NLO in writing that it approves or disapproves the annual Budget within thirty (30) days of submission by NLO. If the BOARD provides written notification to NLO within thirty (30) days that it does not approve the annual Budget as submitted, the BOARD shall identify specific reasons therefore and continue to deposit the Revenues into the Charter School Operating Account pursuant to its obligations under Article V, Section G of this Agreement. In such event, NLO shall work with the BOARD to make revisions to the annual Budget, which revisions shall be subject to BOARD approval pursuant to the procedure set forth in this paragraph. NLO shall continue to operate the Charter School from the Revenues available without an annual Budget and continue to fulfill its obligations under this Agreement, the Charter and applicable law. The annual Budget may be amended from time to time as deemed necessary by NLO and the BOARD, including without limitation in the event actual enrollment or funding materially varies from projected enrollment for the Fiscal Year. Each such amendment shall be submitted by NLO and approved by the BOARD pursuant to the procedure set forth in this paragraph.

C. Financial Reporting. NLO shall provide the BOARD with:

1. The projected annual Budget as required by the terms of this Agreement.
2. Monthly financial statements of all Revenues received, and of all expenditures for services and or expenses rendered to or incurred on behalf of the Charter School prepared by NLO'S designated business manager in conformity with the Charter, Ohio law and any rules and regulations for the Auditor of State's office, whether incurred on-site or off-site. The Board agrees that its Treasurer may assist in the preparation of the Report.
3. Such other information as may be reasonably requested by the BOARD to enable its (i) monitoring of NLO'S performance and the efficiency of NLO'S operation of the Charter School, or (ii) furnishing of reports and information which the BOARD is required to provide pursuant to its Charter or applicable law.

On or before October 15 of each year, NLO shall account for all Qualified Revenue received and shall provide to the BOARD a calculation of the Indirect Cost Allocation for the immediately preceding Fiscal Year. Any shortfall of Indirect Cost Allocation shall be immediately paid to NLO. Any overpayment of the Indirect Cost Allocation for the immediately preceding Fiscal Year shall be applied first to payment of any outstanding NLO Operating Advances, next to pre-payment of the Development Allocation expense and last to the Indirect Cost Allocation due for the then current Fiscal Year.

D. Access to Records. NLO shall create and keep accurate financial records pertaining to its operation of the Charter School in accordance with the Charter and state and federal law including Auditor of State Bulletin 2004-009, together with all Charter School financial records prepared by or in possession of NLO, and shall retain all of the said records for a period of five (5) years from the close of the Fiscal Year to which such books, accounts, and records relate, or such longer period as may be required by law. NLO and the BOARD shall maintain the proper confidentiality of personnel, students, and other records as required by law.

E. Annual Audit. The Auditor of State's Office shall conduct an annual audit of the Charter School in accordance with the Charter. Subject to applicable law, finance and other records of NLO directly related to the Charter School will be made available to the Auditor of State and the Charter School's Treasurer. NLO will cooperate in the annual audit of the Charter School Operating Account as required by Auditor of State Bulletin 2004-009.

F. Charter School Depository Account. Except as herein after provided, all Revenues received shall be immediately deposited in the depository account established by the BOARD for the benefit of the Charter School (the "Charter School Depository Account") in a financial institution mutually acceptable to the BOARD and NLO. The signatories on the Charter School Depository Account shall be not more than two designated BOARD members or designated BOARD employees. Interest income earned on the Charter School Depository Account shall accrue to the BOARD. Except as otherwise provided herein, Revenues on deposit in the Charter School Depository Account shall be applied and allocated within three (3) business days of receipt thereof in the following manner and order of priority:

1. The BOARD shall pay for such expenses as it may incur from time to time as a result of entering into the Charter and this Agreement ("BOARD Expenses"), but shall not incur third-party costs or expenses for services which are the responsibility of NLO pursuant to this Agreement without first consulting with NLO and then only if NLO is unable or unwilling to provide said services. BOARD Expenses shall be provided for in the Charter School's annual Budget. The Board shall be responsible for paying fees to its Authorizer pursuant to the Charter plus its own directors and officers insurance, Charter School Facility Payments, the Board's other contractual obligations, if any, and its own legal, accounting, auditing and professional fees. The Board shall not make capital expenditures for the Charter School Facility without the prior approval of NLO. NLO acknowledges that pursuant to Ohio law, NLO'S State Teachers Retirement System ("STRS") and State Employees Retirement System ("SERS") contributions on behalf of the NLO employees employed at the Charter School will be withheld from Qualified Revenues by the State of Ohio before Qualified Revenues are deposited into the Charter School Depository Account. As used in this Agreement, the term "Fiscal Year" shall mean the annual period beginning on July 1 and ending on the next succeeding June30.
2. Grant Revenue shall be transferred to the Charter School Operating Account upon a reimbursement basis and, unless otherwise authorized by the BOARD, payment

to NLO shall occur within three (3) days following approval of invoices submitted by NLO to the BOARD or its Treasurer certifying that the services provided or items purchased for which reimbursement is sought were done in accordance with the terms and conditions of the grant or any related State or Federal laws or regulations.

3. Non-Qualified Revenue shall be transferred to the Charter School Operating Account within three (3) days of receipt unless restrictions imposed by the donor require otherwise.

G. Operating Allocation and Expenses. Except as otherwise provided herein, the BOARD shall cause the Revenues to be deposited within three (3) business days of receipt thereof into a Charter School Operating Account established and owned by NLO (the "Charter School Operating Account"). The balance of all Revenues transferred to the Charter School Operating Account shall be retained by NLO as its gross operating allocation (the "Operating Allocation"). NLO will pay from the Operating Allocation the Operating Expenses of the Charter School. As used in this Agreement, the term "Operating Expenses" shall mean the current expenses of operating the Charter School, including, without limiting the generality of the foregoing: payroll processing expenses; personnel salaries and benefits expenses; cost of assessment materials; cost of furniture, fixtures, equipment, technology, textbooks and other materials and supplies, including equipment lease expenses incurred by NLO in connection with the Charter School; insurance premiums and deductible payments other than for insurance maintained by the Board pursuant to the Charter; costs for public utility services; transportation expenses; food service expenses; custodial expenses; expenses for maintenance and repair of grounds and buildings; marketing expenses; legal fees; Development Allocation, Indirect Cost Allocation; and other items reflected in the annual Budget including but not limited to the expenses incurred by NLO from time to time hereafter in connection with moving the Charter School to a new school facility. " Operating Expenses" shall not include BOARD Expenses, the Charter School Facility Lease Payments, or other payments related to contracts entered into by the BOARD. NLO shall be entitled to retain as compensation for services rendered pursuant to this Agreement the difference, if any, between the amount of the Charter School's Revenues for each Fiscal Year less any Non-Qualified Revenue and restricted Grant Revenue, the source of which prohibits the use of said Non-Qualified Revenue and/or Grant Revenue to fund an NLO Surplus, as hereafter defined whether directly or indirectly, and the Operating Expenses of the Charter School for said Fiscal Year (the " NLO Surplus"). In the event that during any Fiscal Year Revenues are insufficient to pay all budgeted Operating Expenses of the Charter School, NLO shall provide such funds as may be necessary to pay such budgeted Operating Expenses as may remain due and owing (the "NLO Advances"); provided that the BOARD has acted diligently and reasonably to consider and approve any Budget amendments proposed by NLO pursuant to Article V, Sections B and J hereof. NLO Advances shall be deposited in the Charter School Operating Account and such Advances represent an intra-company loan at NLO and not a debt of the BOARD, except as otherwise provided herein. NLO agrees not to charge any interest on NLO Advances repaid in the same Fiscal Year. Simple interest at the rate of Ten Percent (10%) or such lower rate that NLO may determine, shall be calculated and added to NLO Advances outstanding at the end of the Fiscal Year. NLO Advances shall be included in the financial statements and the Budget prepared for the BOARD.

H. Development Allocation. The BOARD hereby expressly agrees that NLO shall be entitled to allocate a portion of the Operating Allocation to the payment to NLO of a Development Allocation for the performance of Development Services hereunder (the "Development Allocation"). The Development Allocation shall be an Operating Expense of the Charter School included in the annual Budget. Commencing September 1 of the first year of operation of the Charter School and each Fiscal Year thereafter, the Development Allocation in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) shall be paid to NLO monthly; provided, however, that in the event the term of this Agreement extends beyond two hundred forty (240) months, all Development Allocation payments shall cease effective as of September 1 of the twenty-first (21st) year of operation of the Charter School. At any time during the term of this Agreement, NLO, with the BOARD'S approval which shall not be unreasonably withheld, may elect to prepay the Development Allocation by allocating from the Operating Allocation a lump-sum amount equal to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) multiplied by the difference between two hundred forty (240) and the number of monthly Development Allocation payments already made hereunder, discounted at a rate of ten and one-half percent (10.5%) per annum (the "Development Allocation Prepayment Amount").

I. Indirect Cost Allocation. The BOARD hereby expressly agrees that NLO shall be entitled to allocate a portion of the Operating Allocation to the payment to NLO of an Indirect Cost Allocation for the performance of its responsibilities hereunder. The Indirect Cost Allocation shall be an Operating Expense of the Charter School included in the annual Budget. Commencing September 1 of the first year of operation of the Charter School and each Fiscal Year thereafter, the Indirect Cost Allocation shall be equal to thirteen percent (13%) of Qualified Revenues. The Indirect Cost Allocation shall be paid monthly, in an amount equal to one twelfth (1/12) of the annual budgeted amount, except for the first year of operation in which case the Indirect Cost Allocation shall be paid in an amount equal to one-tenth (1/10) of the annual budgeted amount.

J. Availability of Funds. NLO shall only be required to perform its responsibilities in accordance with this Agreement to the extent that there are sufficient Revenues to provide the agreed level of services as provided for in the annual Budget. In the event Revenues are insufficient to provide the agreed level of services and subject to the termination rights provided in Article VII of this Agreement, NLO shall propose an amended annual Budget pursuant to the procedures set forth in Article V, Section B. Nothing in this Section shall be construed as to absolve NLO of its responsibility to fund NLO Advances pursuant to Article V, Section G hereof; provided that the BOARD has acted diligently and reasonably to consider and approve any Budget amendments proposed by NLO pursuant to Article V, Sections Band J hereof.

K. Other Public Schools. The BOARD acknowledges that NLO may enter into similar operating agreements with other public charter entities. NLO shall maintain separate accounts for expenses incurred by and on behalf of the Charter School and other schools operated by NLO, and shall only charge the Charter School for expenses incurred by or on behalf of the Charter School. Notwithstanding anything to the contrary herein, in the event NLO incurs expenses that directly benefit multiple schools operated by NLO, such expenses may be pro-rated among such schools.

ARTICLE VI

PERSONNEL & TRAINING

A. Personnel Responsibility. NLO shall select and hire a qualified principal and other personnel to perform services at the Charter School. Personnel shall be employees of NLO, unless otherwise agreed upon by the BOARD and NLO. Notwithstanding anything to the contrary herein, the BOARD shall have the right to approve each principal hired by NLO, which approval shall not be unreasonably withheld or delayed. Any rejection of any principal must be for good cause, must be in writing, and shall enumerate specific reasons for the rejection. Failure of the BOARD to approve or reject the designee within ten (10) days of notice shall be deemed an acceptance of the designee by the BOARD. The BOARD and NLO shall be responsible for all compensation for their respective employees. The BOARD shall have the right, exercisable on a reasonable basis, in accordance with all applicable laws, and only upon a majority vote of said BOARD, to require that NLO remove or, at NLO'S option, transfer any employee working at the Charter School, which removal or transfer shall be effective at the end of ten (10) business days, unless otherwise agreed to by NLO and the BOARD. NLO shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with applicable state and federal law, the Charter and this Agreement.

B. Principals and Teachers. NLO shall provide a principal for the Charter School, subject to the review and approval of the BOARD as set forth in Article VI, Section A, above. NLO shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the Charter School as set forth in this Agreement. NLO shall provide the Charter School with such teachers, qualified in the appropriate grade levels and subject areas, as are required to operate the Charter School. The curriculum taught by such teachers shall be consistent with the Educational Program approved by the BOARD. Such teachers may, at the discretion of NLO, work at the Charter School on a full or part-time basis. If assigned to the Charter School on a part-time basis, such teachers may also work at other schools managed or operated by NLO. Each teacher assigned to the Charter School shall hold a valid teaching certificate issued by the state board of education or be working toward such certification, as permitted by state law.

C. Other Staff. NLO shall determine the number and the functions of other noninstructional staff required for the operation of the Charter School as set forth in this Agreement. NLO shall provide the Charter School with qualified staff to effectively operate the Charter School in accordance with this Agreement. Non-instructional staff may, at the discretion of NLO, work at the Charter School on a full or part time basis. If assigned to the Charter School on a part time basis, teachers and other staff members may also work at other schools managed or operated by NLO.

D. Professional Development. NLO shall provide education in its methods, curriculum, program, and technology to all teaching personnel. Non-instructional personnel shall receive such professional development as NLO determines reasonable and necessary under the circumstances.

E. Limitations on Discretion. All decisions made by NLO, and any discretion exercised by NLO, in its decisions regarding staffing levels and its selection, evaluation, assignment, discipline, and transfer of personnel, shall be consistent with state and federal law, and consistent with the parameters adopted and included within the Charter and this Agreement.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination.

1. By NLO. NLO may, at its option, terminate this Agreement prior to the end of the term specified in Article II in the event the BOARD fails to take reasonable steps to remedy a Material Event within forty five (45) days after written notice from NLO or such shorter period of time required by the Authorizer or the Charter. As used in this Section, a "Material Event" includes, but is not limited to: (i) NLO'S failure to receive for any reason, the contracted for revenues, compensation, or reimbursement as required by the terms of this Agreement; or (ii) the BOARD'S failure to adopt NLO's reasonable recommendations with respect to Charter School policies, rules and regulations, which failure has a material adverse effect on NLO'S ability to implement the Charter School design as set forth in the Charter or this Agreement; (iii) in the event the BOARD makes decisions regarding the personnel, Educational Program or Charter School Facility substantially inconsistent with the reasonable recommendations, mission, goals or objectives of NLO; or (iv) in the event that during any Fiscal Year, there is a reduction of more than ten percent (10%) twelve percent (12%) in the available combined federal and state funding for the Charter School on a per pupil basis in comparison to the funding that was available in the prior Fiscal Year; or (v) fraudulent misrepresentation or other willful misconduct by the BOARD that has a material adverse effect on the Charter School; or (vi) the insolvency or bankruptcy of the Charter School; (vii) the loss or suspension of the Charter; or (viii) the enactment, repeal, promulgation or withdrawal of the state charter law such that this Agreement or the operation of the Charter School in conformity with this Agreement or the BOARD'S Charter violates the law; or (ix) in the event of any material amendment or modification to the Charter; or (x) in the event the parties are unable to locate a suitable Charter School Facility adequate for the Educational Program and in full compliance with all applicable building and safety codes; or (xi) in the event that use of the Charter School Facility becomes impractical by reason of fire, flood or other act of God and an alternate suitable facility cannot be located .

2. By the BOARD. The BOARD may terminate this Agreement prior to the end of the term specified in Article II in the event that NLO shall fail to take reasonable steps to remedy a Material Event within forty five (45) days after written notice from the BOARD or such shorter period of time required by the Authorizer or the Charter. As used in this Section, a "Material Event" includes, but is not limited to: (i) fraudulent misrepresentation or other willful misconduct by NLO that has a material adverse effect on the Charter School; or (ii) the insolvency or bankruptcy of NLO; or (iii) the loss or suspension of the Charter; or (iv) the enactment, repeal, promulgation or withdrawal of the state charter law such that this Agreement or the operation of the

Charter School in conformity with this Agreement or the BOARD'S Charter violates the law; or (v) in the event the parties are unable to locate a suitable Charter School Facility adequate for the Educational Program and in full compliance with all applicable building and safety codes; or (vi) in the event that use of the Charter School Facility becomes impractical by reason of fire, flood or other act of God and an alternate suitable facility cannot be located; or (vii) in the event that NLO fails to remedy a material breach of its duties or obligations under this Agreement within three months, after written notice of the breach is delivered to NLO by the BOARD, or such shorter time required by the Authorizer.

B. Termination/Expiration.

1. Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent extraordinary circumstances, including without limitation the fraudulent misrepresentation or willful misconduct of either party and NLO'S failure to receive the contracted for revenues, compensation, or reimbursement as required by the terms of this Agreement, the termination will not become effective until the end of the academic year during which the notice of termination is delivered.

2. Personal Property. Upon termination or expiration of this Agreement, NLO shall have the right to: (i) remove equipment and other assets owned or leased by NLO; or (ii) require that the BOARD reimburse NLO for any equipment purchased by NLO with unreimbursed NLO Advances and used for purposes of the Charter School pursuant to Article III Section E; or (iii) require that the BOARD remit to NLO such amounts as may remain outstanding under any equipment lease entered into pursuant to Article III Section E, including without limitation any amounts due to exercise any option to purchase under any such lease and complete transfer of title to the BOARD. Equipment and other assets purchased with Revenues shall remain the property of the BOARD.

3. Intellectual Property. Except as otherwise prohibited by law, upon termination or expiration of this Agreement for any reason, each party shall, within fifteen (15) days of the effective date of such termination, return, or at the request of the other party destroy, all curricula, educational materials, and other intellectual property belonging to such other party; provided, however, that the BOARD may, if required by law to do so, maintain records of curriculum and other materials that are the intellectual property of NLO as long as such curriculum or materials are maintained solely as historical records and not for any other purpose.

The BOARD acknowledges that NLO owns title to the name "New Leaf Organization" and all intellectual property rights pertaining thereto. The BOARD acknowledges that, subject to the limited license granted herein, the copyright and title to the name " New Leaf Organization " and any trademarks or service marks relating thereto remain with NLO , and the BOARD may not assign or otherwise convey said license to any third party. The BOARD agrees that immediately

upon termination for any reason or expiration without renewal of this Agreement, the BOARD's license to use the name "NLO" shall immediately terminate.

4. Payment. In the event that as a result of a delay in the disbursement of Revenues by either the state and/or federal government or the BOARD, NLO has not received all of the Operating Allocation due to NLO for the academic year in which the termination is effective, the Board shall immediately upon termination of this Agreement, or as soon thereafter as such funds become available from the state and/or federal government, cause sufficient Revenues to be transferred to NLO to pay for all budgeted expenses of the Charter School through the date of termination, including without limitation the Indirect Cost Allocation, or if termination is effective at the end of the academic year, all Revenues received from the state and federal government for such academic year. In addition, in the event the Agreement is terminated by the BOARD for any reason other than (i) fraudulent misrepresentation or other willful misconduct by NLO that has a material adverse effect on the Charter School, or (ii) the loss or suspension of the Charter as a direct result of the acts or omissions of NLO, the BOARD shall immediately upon termination, remit to NLO a termination fee equal to any and all unreimbursed NLO Advances made during the term of this Agreement, minus the difference between the then current outstanding balance of NLO Advances less the then current balance of accumulated NLO Surplus, if any, which calculation shall be made on the basis of the audited annual financial statements prepared by NLO pursuant to this Agreement.

C. Transition. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement 's term, NLO will, at no cost to NLO, provide the BOARD reasonable assistance for up to ninety (90) days to assist in the transition to another administrative or structural arrangement; provided, however, that NLO shall not be required to provide any assistance to another management company or service provider.

D. Cessation of Critical Services by NLO. In the event that NLO stops providing, or gives notice of its intent to stop providing, prior to the end of the then current academic year such Critical Services under this Agreement that the Charter School could not reasonably operate in the absence of such services and provided that the cessation of such services is not as a result of the BOARD'S fraudulent misrepresentation, willful misconduct or failure to transfer funds from the Charter School Depository Account to the Charter School Operating Account pursuant to the terms hereof, then NLO agrees to do the following immediately:

1. Assign to the Board the employment contracts for all personnel working at the Charter School to the extent that such personnel consent to such assignment;
2. Offer to the Board for purchase all computers, software, office equipment, furniture and personal property ("School Equipment") owned by NLO and used in

operation of the Charter School at a price equal to the Remaining Cost Basis of the equipment. Upon the payment of the Remaining Cost Basis by the Board, NLO will transfer title to said property to the Board free and clear of all liens and encumbrances.

3. Assign to the Board any leases for School Equipment used in the operation of the Charter School to the extent such leases are assignable and subject to the consent of any third-party lessor.

"Critical Services" include but are not limited to the payment of teachers and staff or other services without which the Charter School could not educate students pursuant to the Charter. "Remaining Cost Basis" of such personal property shall be calculated based upon the straight line established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years. Depreciation will begin on the date that each item of personal property was acquired by NLO.

ARTICLE VIII

INDEMNIFICATION

Each party hereto shall indemnify and hold harmless the other party, its officers, employees, agents and consultants from and against any and all actions, claims, suits, liabilities, proceedings, penalties, fines, costs, and expenses (including reasonable attorneys' fees at both the trial and appellate levels, including paralegal expenses) relating directly or indirectly to any breach of this Agreement or of the Charter or any violation of the state Charter law or any other applicable law by such indemnifying party, its officers, employees, agents and consultants, servants or subcontractors, as applicable. Such indemnification may be achieved by the purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree.

ARTICLE IX

INSURANCE

A. Insurance Coverage. NLO shall maintain such errors and omissions and employment practices liability insurance (a "school leaders" policy), and comprehensive general liability insurance naming the Charter School, its Authorizer and the Authorizer's Board, Executive Director and employees as the insured or as an additional insured, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate and excess umbrella liability insurance of not less than nine million dollars (\$9,000,000.00) per occurrence and nine million dollars (\$9,000,000.00) aggregate. Each such policy shall name the Charter School, its Authorizer, the Authorizer's Board, Executive Director, employees and Charter School Specialists as an insured or an additional insured and a certificate of insurance specifying same shall be provided by June 30, 2020. All such policies of insurance required to be maintained by NLO shall be by responsible companies of recognized standing authorized to do business in the jurisdiction where NLO is performing services and shall be written in standard form and shall provide that the policies shall not be cancelable except upon thirty (30) days written notice to the Charter

School. Upon the Charter School's request, NLO shall deliver to the Charter School a copy of such policies and other written confirmation acceptable to Charter School, together with evidence that the insurance premiums have been paid.

NLO shall assist the Board in complying with such additional insurance requirements as may be set forth in the Charter and the Lease. NLO shall provide proof of such insurance to the BOARD at the BOARD'S request. The BOARD and NLO shall be listed as named insureds on such policies. To the extent reasonably practicable, the parties shall cooperate with each other in providing such information and complying with such reporting requirements as may be required by any applicable insurer(s).

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE X

WARRANTIES AND REPRESENTATIONS

A. BOARD Warranties and Representations. The BOARD represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The BOARD warrants that its actions have been duly and validly authorized and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. NLO Warranties and Representations. NLO warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Ohio. NLO will comply with all registration and licensing requirements relating to conducting business under this Agreement. The BOARD agrees to assist NLO in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The BOARD and NLO mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.

ARTICLE XI

MISCELLANEOUS

A. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, the COVID-19 pandemic or a similar pandemic, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

C. Resolution of Disputes. The parties agree that each will make every good faith effort to resolve any and all disputes under this Agreement amicably before taking any action under Article XI Section D below.

D. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Ohio. NLO and the BOARD hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either NLO or the BOARD against the other.

E. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the BOARD shall be sent to the current address of the then current BOARD President, with a copy to the then current BOARD attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the current BOARD President and BOARD attorney, are as follows:

Buckeye Community School-London
177 West High Street
London, OH 43140
Attn: Pete Bartkowiak
Telephone: 833-544-4227
Facsimile: 614-504-6423

With a copy to:
Attn: Doug Bloom
24460 Aurora Road
Cleveland, OH 44146
Telephone: 216-364-2600
Facsimile: 216-364-0507

New Leaf Organization, Inc.
Attn: Chief Operations Officer
690 S. Tiffin Street
Port Clinton, OH 43452
Telephone: 833-544-4227
Facsimile: 614-504-6423

With a copy to:
Attn: Adam Schira
Telephone: 150 East Gay Street
Suite 2400
Columbus, OH 43215
Phone: 614-744-2932
Facsimile: 844-670-6009

F. Assignment. No party shall assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. NLO, however, may assign this Agreement to an entity wholly owned or controlled by NLO.

G. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the BOARD and signed by both the BOARD President and an authorized officer of NLO.

H. Waiver. No waiver of any provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise

expressly stated.

I. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to NLO powers or authority of the BOARD that are not subject to delegation by the BOARD under state law and the Charter.

K. Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

L. Compliance with Charter. The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter awarded to the BOARD.

M. Further Assurances. The parties hereby agree from time to time to execute and deliver such further and other assurances, assignments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.

N. Interpretations. This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have been represented by counsel in connection with the negotiation of the terms hereof and have contributed substantially and materially to its preparation.

O. Time of the Essence. Time of performance by either party of each and every provision or covenant herein contained is of the essence of this Agreement.

P. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

Q. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

R. Severability. If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

S. Survival. All covenants, agreements, representations, and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

T. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right to subrogation or action over or against any party to this Agreement.

U. Counterparts. This Agreement may be executed electronically or by facsimile and in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and date as set forth above.

PROPOSED SCHOOLS

By: Buckeye Community School-London

Its: *[Signature]*

Date: *3/3/2021*

NEW LEAF ORGANIZATION INC.

By: *[Signature]*

Its: *COO*

Date: *3/3/2021*

ATTACHMENT 3.4

CLOSING PROCEDURES ASSURANCE DOCUMENT

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

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

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

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

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



School Governing Authority President

4-1-21
Date

Richard B. Lisenberg
Designee

4/1/2021
Date

[Signature]
Treasurer

4/1/21
Date

Attachment 3.7

Racial and Ethnic Balance

I. Commitment to Racial and Ethnic Balance

The school will serve general population students and will not discriminate in its enrollment or admissions procedures.

Our admission policy promotes the inclusion of all students, regardless of race, ethnicity, gender, learning ability or physical disability. It is our goal that this school's student population demographically reflects the community's population. We will market to the community surrounding the school to the fullest extent possible to support this goal.

II. Plan to Achieve or Continue

The school will use a variety of methods to promote racial and ethnic balance that reflects the population of the surrounding area. Consideration of the following resources will provide important insight when creating the school the annual marketing plan:

1. Demographics of the area
2. Market segmentation evaluation
3. Population counts in the target location
4. Radio stations serving ethnic groups
5. Community newspapers papers
6. Community organizations (churches, boy's and girl's clubs, local businesses, child care, libraries and organizations serving ethnic groups

Through community outreach, the school's marketing team will develop and nurture partnerships with area businesses and organizations to create a sustainable community resource. The following list represents some of the targeted actions:

- Contact local metropolitan housing authorities to set up presentations and provide them with brochures
- Provide enrollment informational meetings at community partner site • Distribute flyers to locations where families or parents gather
- Contact recreation leagues for children (soccer clubs, gymnastics)
- Contact organizations serving ethnic populations
- Contact all parents who have indicated an interest in the school
- Involvement in presentations to service clubs

Attachment 3.9

241 Admissions and Lottery Standards

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, except that admission may be limited to the geographic area and grade or age levels specified in the Community School Contract.

The School will not discriminate in the admission of students to the School on the basis of race, creed, color, disability, sex, intellectual ability, measures of achievement or aptitude, or athletic ability, provided, however, that the School may limit admission to students identified as “at risk” in the Community School Contract. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

Criteria and Identification of At-Risk Students

Priority will be given to students who are at-risk upon enrollment. The program serves primarily students sixteen years of age and not older than twenty-one years of age. A student may be considered “at-risk” of not graduating if the student is in grades nine to twelve and has either (a) demonstrated a lack of adequate progress in meeting the requirements for graduation specified in the student’s graduation plan, (b) is at least one grade level behind his or her cohort age group, or (c) the student experiences a crisis that significantly interferes with his or her academic progress.

Lottery Procedures

If there are more applicants than there are spaces, a lottery will be conducted in the following manner:

- Each applicant will be assigned a number;
- The numbers will then be drawn at random by a disinterested third party;
- The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
- Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list;
- The school may separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year and students who reside in the district in which the school is located will have first preference for a position;
- Secondary preference may be given to siblings of existing students and students who are the children of full-time School Staff, provided the total number of students receiving this preference is less than five percent (5%) of the School’s total enrollment.

R.C. 3314.06. See Policy 206 General Notice of Non-Discrimination, Policy 221 Access to Equal Educational Opportunity, Policy 241.5 Enrollment and Residency Policy, and Policy 241.6 Tuition for Out-of-State Students.

NOTICE

Pursuant to the Ohio Revised Code Section 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 Buckeye Community School-London 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 administrator or the Ohio Department of Education.

241.2 Records upon Enrollment

Newly enrolled student records:

1. Upon entry, a request for records will be made within twenty-four (24) hours from the public or nonpublic elementary or secondary school the pupil most recently attended.
 - a. "Entry" is defined as the beginning of learning opportunities by a student at the School.
2. If the records are not received, a second request and contact with the parent and former school should be made within the first fourteen (14) days by the Principal or his/her designee.
3. If the records are not received within fourteen (14) days of the date of request, or the pupil's previous school indicates that it has no record of the pupil's attendance, or if the pupil does not present any one of the following: (1) a certification of birth; (2) a passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) an attested transcript of the certificate of birth; (4) an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) an attested transcript of a hospital record showing the date and place of birth of the child; or (6) a birth affidavit, the Principal will contact the former school directly, then the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.
4. The School shall not admit any student requesting admission to the School after discharge or release from the custody of the department of youth services until the School is in receipt of (1) an updated copy of the student's academic transcript; (2) a report outlining the student's behavior in school while in custody of the department; (3) the student's current IEP if applicable; and (4) a summary of the institutional record of the student's behavior.
5. The School shall not deny admission to a child who has been placed in a foster home or in a residential facility (*e.g.*, a group home, child's crisis care facility, children's residential center, residential parenting facility with 24-hour care, county children's home or district's children's home) if the child does not present a birth certificate, or a comparable certificate from another state or country, or another document specifically listed above in (3) to attest to the child's date and place of birth upon registration for admission. Required documentation must be presented within ninety (90) days of the child's initial entry into the School. If the required records are not produced within ninety (90) days of enrollment the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child. A

student under the care of a domestic violence shelter at the time of initial enrollment shall notify the School of that fact, and the School shall inform the school from which it requests the pupil's records of that fact.

6. In the event that an order or decree is issued allocating or modifying an allocation of parental rights and designating a residential parent, or that a grandparent power of attorney or caretaker authorization affidavit is executed, that residential parent or grandparent shall provide the School with a complete and accurate copy of the order and any other relevant documentation.

Requests for student records:

1. Upon receipt of a request for student records, the School will comply within two (2) business days.
7. Copies of the student's records will be made and kept on file.

R.C. 3313.672; O.A.C. 3301-10-01.

See also Policy 252 Missing and Absent Children.

241.4 Enrollees Suspended or Expelled Elsewhere

The school has the authority to recognize and honor the disciplinary suspensions and expulsions imposed by other public schools. A student who has been suspended or expelled from another school district in Ohio may be denied admittance at the School for a period equal to the period of the original suspension or expulsion. The student will be provided an opportunity for a hearing before admittance is denied.

If the student has been expelled or otherwise removed for disciplinary purposes from a public school in another state, the School may deny admittance for the shorter of (1) the period of such expulsion or removal or (2) the period of expulsion or removal which would have been applied had the student committed the same offense in Ohio. Prior to denial of admission, the student will be given an opportunity for a hearing.

R.C. 3313.66(J)(1)-(2)

241.5 Enrollment and Residency Policy

The School admits students residing statewide within a 65 mile radius of the School facility, except that, for the 2022-2023 school year only, students shall not be admitted who reside in the counties of Erie, Huron, Lorain, Ottawa, Sandusky, and Seneca (“admissions areas”). Currently enrolled students (up to a total of 20 students) who reside outside of the 65-mile radius shall be permitted to remain enrolled until such time as the student graduates or withdraws. The School serves grades 9 - 12 and/or ages 16 - 21 as per its Community School Contract with its Sponsor. Total enrollment shall not exceed 403 students.

A child shall be admitted to the School as a student, if the child’s parent resides in the School’s admission areas. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. Any one (1) of the following documents can be used to establish proof of residency for verification of a child’s ability to be Senrolled. These items must be current, be in the parent’s name, and include a street address. A post office box address cannot be used to validate residency records:

- a. A deed, mortgage, lease, current home owner’s or renter’s insurance declaration page, or current real property tax bill; or
- b. A utility bill or receipt of utility installation issued within ninety days of enrollment; or
- c. A paycheck or paystub issued to the parent or student within ninety days of enrollment that includes the address of the parent’s or student’s primary residence; or
- d. 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
- e. Documented affirmation of the parent’s address from the district of residence where the parent currently resides; or
- f. Notarized affirmation of current address from parent or student if over age 18; or
- g. A USPS return receipt from a certified letter sent to the parents by the district of residence; or
- h. Written confirmation of the parent’s current address from the Ohio Department of Job and Family Services; or
- i. Written confirmation of the parent’s current address from a local law enforcement agency; or

- j. Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence and as approved by the Ohio Superintendent of Public Instruction.

If there is a change in the location of the parent or student's primary residence, the student's parent must notify the School immediately.

The School shall monthly review the residency records of students enrolled in the School and shall provide an annual verification to the Ohio Department of Education that students are entitled to attend the School. Notwithstanding anything contrary in this policy, after a student's initial submission of one of the approved proof of residency records for enrollment purposes, the School may utilize either: one (1) newly submitted proof of residency documents listed in (a) through (j), or one (1) signed parent statement identifying the student's primary home address in order to conduct the monthly and annual verification. The Principal or his or her designee will compare each submitted proof of residence with the School's EMIS records to ensure that EMIS reporting is accurate that students are permitted to enroll.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If the School and Parent disagree as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the School and the Student's home district (district of residency) disagree about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student's home district. If the district of residence challenges the student's residency, the Principal may request additional documentation from the Parent, which may be provided to the student's home district.

R.C. 3314.03(A); R.C. 3314.11; R.C. 3313.64(B)(1); R.C. 3313.64(K)

See also Appendix 241.5-A Residency Verification Procedures; Appendix 241.5-B Monthly Residency Verification Report; Policy 204.8 Migrant Students; Policy 241 Admissions and Lottery Standards; Policy 241.3 Compulsory and Early Kindergarten Admissions; Policy 252 Missing and Absent Children; Policy 294 Student Records and Release of Information; Policy 297 Homeless Children and Youth Policy; and Policy 298 Grandparent Caretaker Policy.

ATTACHMENT 3.12

STUDENTS WITH DISABILITIES

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

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

1. Multiple tiers of student support will be provided by interventions up to and including evaluation for suspected disability.
2. Discipline- A student code of conduct will be created and approved by the Board. The School will implement said policy with all students. For students with disabilities, the School will abide by all federal laws regarding discipline, suspension and expulsion.
3. The School will provide services and accommodations as prescribed in a student's IEP or 504 Plan. Such services may include but not be limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupational therapist, and adaptive physical education. The School may contract for services or may choose to hire a qualified individual.
4. The School may employ directly or contract for services related to providing necessary HQT teacher(s) and para-professionals with proper credentials to provide services for students with disabilities and limited English proficiency.

March 30, 2021

To whom it may concern,

There is no relationship or conflict of interest between New Leaf Organization to Adena Development LLC or Cronus Properties LTD for the lease agreement for Buckeye Community School - London.

Thanks.

SUBLEASE

THIS SUBLEASE is entered into and made effective the 5th day of August, 2021, by and between Adena Development, LLC, an Ohio Limited Liability Company (hereinafter referred to as "Sublessor"), and Buckeye Community School - London, a Corporation for Non-Profit and New Leaf Organization Inc., an Indiana Non-Profit Corporation authorized to transact business in Ohio as a foreign entity as Co-Sublessees (hereinafter simply referred to as "Sublessee".)

RECITALS

WHEREAS, Adena Development, LLC, an Ohio Limited Liability Company entered into a Lease Agreement with Cronus Properties LTD, an Ohio Limited Liability Company on the 10th day of March, 2021; and

WHEREAS, Sublessee desires to sublease the Premises from Sublessor and manage and maintain the Premises for its school program and office purposes only, and Sublessor is willing to sublease the Premises to Sublessee for such purpose pursuant to the terms and conditions provided in the Lease Agreement and the terms and conditions as set forth below;

NOW THEREFORE, in consideration of mutual promises and covenants of the parties hereto, they bind themselves, their successors and assigns, as follows:

1. PREMISES, to reiterate the content in the Lease: The Premises consists of 13,970 square feet known as 177 West High Street, London, Ohio 43140, as depicted on the attached floorplan.

2. LEASE TERM, to reiterate the term stated in the Lease: The initial term of the sublease shall be the same term as the Lease of five (5) years with an option period of two (2) years. Sublessor and Sublessee agree that the initial term will commence on September 1, 2021 and expire on August 31, 2026, if the option period is not exercised.

3. MINIMUM RENTAL, shall be as stated below:

Sublessee covenants and agrees, without demand and without any deduction or setoff of any kind, to pay to Sublessor, rent for the Premises in the sum of Nineteen Thousand One Hundred Ninety-Eight Dollars and 33/100 (\$19,198.33) per month. Rent shall remain the same during the entire initial term. Said rental payments shall be made in U.S. currency, payable to Adena Development, LLC at 1310 West Fourth Street, Mansfield, Ohio 44906 or such other address which Sublessor from time to time may designate and are due on or before the fifth (5th) business

day prior to the first of each and every month. Payments are required by this time due to the requirement of Sublessor owing rent for the Premises on or before the first of each and every month to Cronus Properties LTD.

Sublessee's first payment is due to the Sublessor on or before August 25, 2021.

4. ADDITIONAL RENT, shall be reiterated and summarized below:

Sublessee's monthly rent payment shall remain the same during the initial term with the exception of real estate taxes. The Shopping Center is currently assessed at a payment of \$6,210.44 per year for Real Estate Taxes to Madison County. Sublessee will only be responsible for their proportionate share (38.45%) of any real estate taxes over and above the current assessment.

5. SECURITY DEPOSIT, shall be as stated below:

Sublessee shall pay a security deposit to sublessor in the amount of \$19,198.33 on or before August 1, 2021.

6. TERMINATION RIGHT, Sublessee shall have no right to terminate this sublease early.

7. ALTERATIONS, shall be as stated below:

Sublessor, at Sublessor's sole cost and expense, shall perform the build to suit renovations based upon a mutually agreed upon space plan in order to prepare the Premises for delivery to Sublessee and the conduct of Sublessee's business (see attached floorplan). Renovations will be completed in a good and workmanlike manner with a certificate of occupancy issued upon completion.

Sublessor is not responsible for furniture, appliances, office systems and accessories even if they are shown on the floorplan. These items may be shown for space planning purposes only. While Sublessee is permitted to have exterior and interior signage, all signage will be at the sole cost and expense of Sublessee. Sublessor will make all reasonable efforts to complete the renovation project and turn over occupancy to Sublessee by August 23, 2021 ("Target Date"). If due to unforeseen circumstances such as labor issues due to COVID-19 or if the scope of work is modified from the attached floorplan, Sublessor's time to complete the project may be adjusted.

8. UTILITIES, shall be handled as stated below:

Sublessee is responsible for transferring the gas, electric, water/sewer, and trash service to its name and payment to the service provider directly. Sublessee is also responsible for payment directly to provider for any cleaning services, if so desired.

9. INSURANCE, all of the terms stated in the Lease shall be complied with and are summarized below:

Sublessee shall procure and maintain throughout the Term from and after the date possession of the Premises is delivered to Sublessee, at its sole expense, (a) Commercial General Liability Insurance insuring Cronus Properties LTD and Sublessee against all claims arising out of Sublessee's use or occupancy of the Premises or the condition of the Premises, in an amount not less than \$1 Million per occurrence and \$2 Million aggregate for its premises operations, (b) property insurance on a "special peril" broad form coverage basis, covering the replacement cost of all alterations, additions, partitions, improvements, and personal property installed in the Premises, (c) Workers Compensation in an amount not less than the statutory minimum and including Employers Liability in an amount not less than \$1 Million. All policies of insurance under clause (a) shall name Cronus Properties LTD, and any other entity as required by Cronus Properties LTD, and Adena Development, LLC as additional named insured. All policies of insurance under clauses (b) shall name Cronus Properties LTD as a loss payee. Sublessee shall insure its contents in such amounts as Sublessee shall deem necessary or appropriate. From and after the commencement of the Initial Term of this Sub-lease, Sublessee agrees to defend, indemnify, and save Sublessor harmless from any liability for damages, including costs and reasonable attorneys' fees of Sublessor, to any person or property upon the Premises whatsoever. Sublessor shall have no responsibility to carry any insurance coverages and no expense incurred as it relates to insurance coverages.

10. ASSIGNMENT AND SUBLETTING, shall be as stated below:

Sublessee shall not (a) assign, encumber, mortgage, or in any other manner transfer this Sublease or any estate or interest therein; (b) sublet the Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Premises; or (c) permit any other person to become Sublessee by merger, consolidation, or otherwise.

All other provisions in the Lease not hereby restated stipulating different terms or additional provisions are reaffirmed and ratified. To the extent a conflict exists between the Lease and this Sublease, the Sublease shall control. Sublessee shall hold Sublessor harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Sublessee's failure to comply with or perform Sublessor's obligations stated in the Lease Agreement. This Sublease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Sublessee is a corporation, each person executing this Sublease on behalf of Sublessee hereby represents and warrants that he or she has full authority to do so and that this Sublease, as executed, is binding upon the corporation. Sublessor is a limited liability company, each person executing this Sublease on behalf of Sublessor hereby represents and warrants that he or she has full authority to do so and that this Sublease, as executed, is binding upon the limited liability company.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year set forth below.

SUBLESSOR:

Adena Development, LLC,
An Ohio limited liability company



Randy Payne, General Manager

Date: August 16, 2021

CO-SUBLESSEE:

Buckeye Community School - London,
A Corporation for Non-Profit




By: ~~Todd Jones~~ Bert Carter
vice
Its: Board President

Date: August 5, 2021

CO-SUBLESSEE:

New Leaf Organization Inc.,
An Indiana Non-Profit Corporation



By: Peter Bartkowiak

Its: Chief Operating Officer

Date: August 5, 2021

SUBLEASE

THIS SUBLEASE is entered into and made effective the 10 day of March 2021, by and between Adena Development, LLC, an Ohio Limited Liability Company (hereinafter referred to as "Sublessor"), and Buckeye Community School - London, a Corporation for Non-Profit and New Leaf Organization Inc., an Indiana Non-Profit Corporation authorized to transact business in Ohio as a foreign entity as Co-Sublessees (hereinafter simply referred to as "Sublessee".)

RECITALS

WHEREAS, Adena Development, LLC, an Ohio Limited Liability Company entered into a Lease Agreement with Cronus Properties LTD, an Ohio Limited Liability Company on the 10th day of March, 2021; and

WHEREAS, Sublessee desires to sublease the Premises from Sublessor and manage and maintain the Premises for its school program and office purposes only, and Sublessor is willing to sublease the Premises to Sublessee for such purpose pursuant to the terms and conditions provided in the Lease Agreement and the terms and conditions as set forth below;

NOW THEREFORE, in consideration of mutual promises and covenants of the parties hereto, they bind themselves, their successors and assigns, as follows:

1. PREMISES, to reiterate the content in the Lease: The Premises consists of 13,970 square feet known as 177 West High Street, London, Ohio 43140, as depicted on the attached floorplan.

2. LEASE TERM, to reiterate the term stated in the Lease: The initial term of the sublease shall be the same term as the Lease of five (5) years with an option period of two (2) years. Sublessor and Sublessee agree that the initial term will commence on September 1, 2021 and expire on August 31, 2026, if the option period is not exercised.

3. MINIMUM RENTAL, shall be as stated below:

Sublessee covenants and agrees, without demand and without any deduction or setoff of any kind, to pay to Sublessor, rent for the Premises in the sum of Sixteen Thousand Two Hundred Ninety-Eight Dollars and 33/100 (\$16,298.33) per month. Rent shall remain the same during the entire initial term. Said rental payments shall be made in U.S. currency, payable to Adena Development, LLC at 1310 West Fourth Street, Mansfield, Ohio 44906 or such other address

which Sublessor from time to time may designate and are due on or before the fifth (5th) business day prior to the first of each and every month. Payments are required by this time due to the requirement of Sublessor owing rent for the Premises on or before the first of each and every month to Cronus Properties LTD.

Sublessee's first payment is due to the Sublessor on or before August 25, 2021.

4. ADDITIONAL RENT, shall be reiterated and summarized below:

Sublessee's monthly rent payment shall remain the same during the initial term with the exception of real estate taxes. The Shopping Center is currently assessed at a payment of \$6,210.44 per year for Real Estate Taxes to Madison County. Sublessee will only be responsible for their proportionate share (38.45%) of any real estate taxes over and above the current assessment.

5. SECURITY DEPOSIT, shall be as stated below:

Sublessee shall pay a security deposit to sublessor in the amount of \$16,298.33 on or before August 1, 2021.

6. TERMINATION RIGHT, Sublessee shall have no right to terminate this sublease early.

7. ALTERATIONS, shall be as stated below:

Sublessor, at Sublessor's sole cost and expense, shall perform the build to suit renovations based upon a mutually agreed upon space plan in order to prepare the Premises for delivery to Sublessee and the conduct of Sublessee's business (see attached floorplan). Renovations will be completed in a good and workmanlike manner with a certificate of occupancy issued upon completion.

Sublessor is not responsible for furniture, appliances, office systems and accessories even if they are shown on the floorplan. These items may be shown for space planning purposes only. While Sublessee is permitted to have exterior and interior signage, all signage will be at the sole cost and expense of Sublessee. Sublessor will make all reasonable efforts to complete the renovation project and turn over occupancy to Sublessee by August 23, 2021 ("Target Date"). If due to unforeseen circumstances such as labor issues due to COVID-19 or if the scope of work is modified from the attached floorplan, Sublessor's time to complete the project may be adjusted.

8. UTILITIES, shall be handled as stated below:

Sublessee is responsible for transferring the gas, electric, water/sewer, and trash service to its name and payment to the service provider directly. Sublessee is also responsible for payment directly to provider for any cleaning services, if so desired.

9. INSURANCE, all of the terms stated in the Lease shall be complied with and are summarized below:

Sublessee shall procure and maintain throughout the Term from and after the date possession of the Premises is delivered to Sublessee, at its sole expense, (a) Commercial General Liability Insurance insuring Cronus Properties LTD and Sublessee against all claims arising out of Sublessee's use or occupancy of the Premises or the condition of the Premises, in an amount not less than \$1 Million per occurrence and \$2 Million aggregate for its premises operations, (b) property insurance on a "special peril" broad form coverage basis, covering the replacement cost of all alterations, additions, partitions, improvements, and personal property installed in the Premises, (c) Workers Compensation in an amount not less than the statutory minimum and including Employers Liability in an amount not less than \$1 Million. All policies of insurance under clause (a) shall name Cronus Properties LTD, and any other entity as required by Cronus Properties LTD, and Adena Development, LLC as additional named insured. All policies of insurance under clauses (b) shall name Cronus Properties LTD as a loss payee. Sublessee shall insure its contents in such amounts as Sublessee shall deem necessary or appropriate. From and after the commencement of the Initial Term of this Sub-lease, Sublessee agrees to defend, indemnify, and save Sublessor harmless from any liability for damages, including costs and reasonable attorneys' fees of Sublessor, to any person or property upon the Premises whatsoever. Sublessor shall have no responsibility to carry any insurance coverages and no expense incurred as it relates to insurance coverages.

10. ASSIGNMENT AND SUBLETTING, shall be as stated below:

Sublessee shall not (a) assign, encumber, mortgage, or in any other manner transfer this Sublease or any estate or interest therein; (b) sublet the Premises or any part thereof, or grant any license, concession, or other right to occupy any portion of the Premises; or (c) permit any other person to become Sublessee by merger, consolidation, or otherwise.

All other provisions in the Lease not hereby restated stipulating different terms or additional provisions are reaffirmed and ratified. To the extent a conflict exists between the Lease and this Sublease, the Sublease shall control. Sublessee shall hold Sublessor harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees, arising out of Sublessee's failure to comply with or perform Sublessor's obligations stated in the Lease Agreement. This Sublease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

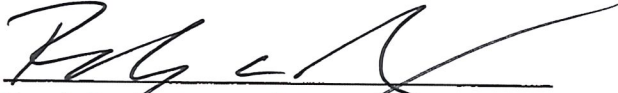
Sublessee is a corporation, each person executing this Sublease on behalf of Sublessee hereby represents and warrants that he or she has full authority to do so and that this Sublease, as executed, is binding upon the corporation. Sublessor is a limited liability company, each person executing this Sublease on behalf of Sublessor hereby represents and warrants that he or she has full authority to do so and that this Sublease, as executed, is binding upon the limited liability company.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year set forth below.

SUBLESSOR:

Adena Development, LLC,

An Ohio limited liability company



Randy Payne, General Manager

Date: March 15, 2021

CO-SUBLESSEE:

Buckeye Community School - London,

A Corporation for Non-Profit



By: Todd Jones

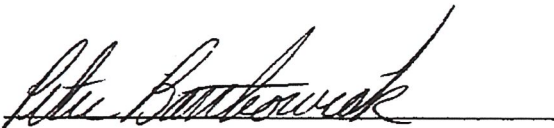
Its: Board President

Date: March 10, 2021

CO-SUBLESSEE:

New Leaf Organization Inc.,

An Indiana Non-Profit Corporation



By: Peter Bartkowiak

Its: COO

Date: March 10, 2021

LEASE BETWEEN

CRONUS PROPERTIES LTD,

an Ohio limited liability company

AND

ADENA DEVELOPMENT, LLC

an Ohio limited liability company

AT

London Square Plaza
London, Ohio

LEASE

This Lease is entered into as of March **10**, 2021, by Landlord and Tenant.

ARTICLE 1. Definitions and Certain Basic Provisions

1.1 "Landlord": **Cronus Properties LTD**, an Ohio limited liability company

Landlord's address: 750 Shrine Road
Springfield, Ohio 45504

Email: Argeri@LagosCo.com

Phone: 937-949-4777

1.2 "Tenant": **Adena Development, LLC**, an Ohio limited liability company

Tenant's address: 1310 W. Fourth St.
Mansfield, OH 44906

Email: m.cass@adenadev.com

Phone: 419.529.4424

Tenant's Trade Name:

1.3 "Premises": Approximately **13,970 square feet**, being **177 W. High St., London, Ohio 43140**, as depicted on the plan attached as Exhibit A, and being part of the Shopping Center situated upon the property described in Exhibit B.

1.4 "Shopping Center": The commercial improvements constructed on the property described in Exhibit B, together with such additions, deletions and other changes as Landlord may from time to time designate as included within the Shopping Center.

1.5 "Term": The initial term of the lease is a five (5) year lease, commencing September 1, 2021 ("Commencement Date").

1.6 "Options": Tenant has one separate two (2) year extension term option (the "Option Period"), if it is current in its lease obligations, that it may choose to exercise at its sole discretion. Tenant may exercise these options by providing Landlord written notice of Tenant's intention to exercise said option 60 days prior to the lease expiration of the prior term. All provisions of this Lease shall remain in effect with the exception of the minimum rent (outlined below) and the Common Area Expenses (outlined below in Article 5.7).

1.7 "Delivery Date": The date described in Article 3.2.

1.8 "Permitted Use": The Premises shall be used as a school.

1.9 Minimum Rental:

<u>Lease Years</u>	<u>Annual</u>	<u>Monthly</u>
1	\$59,372.50	\$4,947.71
2	\$59,372.50	\$4,947.71
3	\$59,372.50	\$4,947.71
4	\$59,372.50	\$4,947.71
5	\$59,372.50	\$4,947.71

For lease years 6 and 7 (Option Period), the Minimum Rental shall be adjusted upward to adjust for any positive change in the Consumer Price Index for the Midwest Region ("CPI") between December 31, 2021 and December 31, 2026.

1.9.1 Free Minimum during the Landlord Build-Out: After receipt of the First Month's Minimum Rent and Security Deposit (when possession of the Premises is given to the Tenant), Tenant shall not be required to pay any Minimum Rent until October 1, 2021.

1.10 "Lease Year": Each 12-month period beginning on September 1.

1.11 "Security Deposit": \$4,947.71

1.12 "Termination Right": After two years of Rent payments have been made, Tenant shall have the right to terminate this lease, with 90 days advanced written notice to Landlord, and Tenant paying to Landlord a non-refundable \$14,843.13 cancellation fee.

ARTICLE 2. Granting Clause. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

ARTICLE 3. Acceptance of Premises.

3.1 Tenant has had a full opportunity to inspect the Premises and shall accept the Premises "AS-IS" without representation or warranty by Landlord. Landlord shall have no duty to construct any other additions or work in or on the Premises.

3.2 The "Delivery Date" shall be the date that Tenant pays the First Month's Rent, Security Deposit, places the utilities in Tenant's name and takes possession of the Premises.

ARTICLE 4. Monthly Payment

4.1 Minimum Rental shall accrue from the Commencement Date, and shall be payable where designated by Landlord, without demand therefore and without any right of abatement, set-off or deduction, for any reason whatsoever. Minimum Rental, Additional Rental and all other amounts payable by Tenant pursuant to this Lease are herein referred to as "Rent."

4.2 The first Minimum Rental payment shall be due and payable on the Delivery Date, and subsequent Minimum Rental payments shall be due and payable, in advance, on or before the first day of each succeeding calendar month during the Term; if the Commencement Date is other than the first day of a month, the initial Minimum Rental payment shall be appropriately prorated.

ARTICLE 5. Additional Rent

5.1 All amounts due to Landlord under this Lease other than Minimum Rental are "Additional Rental". Minimum Rental and Additional Rental are sometimes collectively referred to as "Rent".

5.2 From and after the Commencement Date, Tenant shall pay to Landlord, as Additional Rent, the Proportionate Share (as hereinafter defined) of the real property taxes and assessments levied against the land, buildings and improvements constituting the Shopping Center in which the Premises is located, over and above the current assessments (the "Taxes"). The Shopping Center is currently assessed at a payment of \$6,210.44 per year for Real Estate Taxes to Madison County. A copy of the Landlord's tax bill shall be conclusive evidence of the amount of Real Property Tax and Assessments assessed or levied.

5.3 Tenant's Premises is located in a property consisting of seven (7) units in the Shopping Center, therefore Tenant's "Proportionate Share" shall be defined as being a fraction, the numerator of which is the number of leasable square feet in the Premises and the denominator of which is the leasable square footage of the area within the buildings comprising the Shopping Center, which share is 13,970/36,330 sq ft which equals 38.45%. If Landlord constructs or removes additional buildings or additions, the Proportionate Share shall be adjusted accordingly.

5.4 Tenant shall pay its portion of Taxes in monthly installments concurrently with each payment of Minimum Rental.

5.5 Additional Rental payments shall be reconciled annually on a calendar year basis for Real Estate Taxes only, and if Tenant's total Additional Rent payments are less than Tenant's actual portion of the Taxes, Tenant shall pay to Landlord upon demand the difference; if the total payments exceed Tenant's actual portion, Landlord shall retain such excess and credit it to future payments or return it to Tenant, and the next year's monthly Additional Rental payments will be adjusted accordingly.

ARTICLE 6. Common Area.

6.1 The "Common Area" is the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants, sidewalks, landscaping, curbs, loading areas, private streets and alleys, and lighting facilities, all of which are subject to Landlord's sole control. Landlord shall maintain the Common Area and keep it clean and free of snow and ice. The interior sidewalks and walkways between the buildings (defined as the sidewalks and walkways that do not connect to the parking lots) are not included in the Common Area and not the responsibility of the Landlord to maintain. Landlord may from time to time: change the dimensions and location of the Common Area, as well as the location, dimensions, identity and type of buildings; construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center; and eliminate buildings. Tenant and its employees, customers, subtenants, licensees and concessionaires shall have a non-exclusive license to use the Common Area in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same. Landlord may promulgate and modify from time-to-time rules and regulations for the safety, care or cleanliness of the Shopping Center which shall be complied with by Tenant and its employees, agents, visitors and invitees. Landlord may temporarily close any part of the Common Area for such periods of time as may be necessary for construction, repair or maintenance, promotional activities or to prevent the public from obtaining prescriptive rights or to make repairs or alterations.

ARTICLE 7. Use and Care of Premises.

7.1 The Premises may be used only for the purpose specified in Article 1 and for no other purpose. Tenant shall in good faith continuously throughout the Term carry on in the entire Premises the type of business for which the Premises are leased. Tenant shall operate its business in an efficient and reputable manner.

7.2 All property kept, stored, or maintained within the Premises by Tenant shall be at Tenant's sole risk.

7.3 Tenant shall not (a) permit any objectionable or unpleasant odors to emanate from the Premises, (b) place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Premises or where the same can be seen or heard from outside the building or in the Common Area, (c) place an antenna, awning or other projection on the exterior of the Premises without Landlord's prior written consent, (d) solicit business or distribute leaflets or other advertising material in the Common Area, (e) take any other action which would constitute a nuisance or disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective premises, (f) conduct within or from the Premises any fire, auction or bankruptcy sales, (g) place or install any automated teller machine anywhere within the Premises or any part of the Common Areas, or (h) do anything which would tend to injure the reputation of the Shopping Center.

7.4 Tenant shall take good care of the Premises and not permit any waste. Tenant shall keep the Premises neat, clean and free from dirt, rubbish, insects and pests, and shall store all trash and garbage within the area designated by Landlord for such trash pickup and removal in receptacles of the size, design and color from time to time prescribed by Landlord. Receiving and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas which do not interfere with other tenants or patrons. Tenant shall be solely responsible for all costs associated with removing its waste.

7.5 Tenant shall procure all permits and licenses required for the transaction of business in the Premises and shall comply with all laws, ordinances, and regulations applicable to the use or occupancy of the Premises (including making necessary alterations).

7.6 Upon the expiration or termination of this Lease, Tenant shall: (a) remove all of its signage and repair any damage caused by such removal; (b) deliver possession of the Premises to Landlord in a broom clean condition free of debris; (c) repair any damage to the Premises caused by Tenant; and (d) remove all of its trade fixtures, personal property and signage and repair any damage caused by such removal. Damage shall not include ordinary wear and tear or exterior weathering or weather-related damage. Regardless of any statutory provision or case authority to the contrary, in the event that Tenant becomes involved in any bankruptcy case filed under Title 11 of the United States Code, and Tenant rejects this Lease either voluntarily or by operation of law, to the extent Landlord incurs any damages arising from Tenant's post-petition failure to fulfill any of the provisions set forth in subsections (a) through (d) of this Section 7.6 of this Lease, Tenant's obligations to repair or remediate such damages shall be deemed to have occurred at the time the conduct causing such damages occurred; and Landlord shall be entitled to an allowed administrative expense claim under Bankruptcy Code Section 503(b)(1)(A) in the amount of such damages.

ARTICLE 8. Maintenance and Repair of Premises.

8.1 Landlord shall keep the foundation, the exterior walls, plate glass windows, doors, door closure devices, window and door frames, moldings, locks and hardware, systems, and the roof of the Premises in good repair, ordinary wear and tear excepted; Landlord shall not be responsible for maintaining or repairing the Premises, painting or other treatment of interior walls, which shall be the responsibility of Tenant. Any repairs required to be made by Landlord that are occasioned by the act or negligence of Tenant, its agents, employees, invitees, subtenants, licensees and concessionaires shall be paid for by Tenant upon demand to the extent not covered by net insurance proceeds paid to Landlord therefor. If the Premises need repairs that are Landlord's responsibility, Tenant shall notify Landlord; Landlord shall not be obligated to make any such repairs until thirty days after delivery of such notice or a longer period of time, if the Landlord can prove progress is being made toward the repair.

8.2 Tenant shall furnish, maintain, and replace all electric light bulbs. Landlord shall maintain and replace tubes, tube casings, and any faulty light fixtures such as ballasts in the Premises.

8.3 Tenant shall maintain the Premises in good condition and make all needed repairs and replacements, except for repairs and replacements expressly required to be made by Landlord under this Lease, and shall keep all plumbing pipes and connections free from obstruction and protected against ice and freezing. At the end of the Term, Tenant shall surrender the Premises in good condition, reasonable wear and tear and loss by fire or other casualty not caused by Tenant excepted; surrender all keys for the Premises to Landlord; and inform Landlord of all combinations on locks, safes, and vaults in the Premises.

8.4 At the commencement of the Lease, Landlord shall have the HVAC inspected and certified to be in good working condition and shall furnish Tenant satisfactory proof thereof upon request.

ARTICLE 9. Alterations.

9.1 Tenant shall not make any unreasonable alterations, additions, or improvements to the Premises without the prior written consent of Landlord; Tenant may install unattached, movable trade fixtures if the same can be installed without drilling, cutting, or otherwise defacing the Premises. All alterations, additions, improvements, carpeting, floor coverings, and fixtures (other than unattached, movable trade fixtures) installed by either party upon the Premises shall remain upon the Premises and become the property of Landlord at the end of the Term. Landlord has reviewed the attached, proposed floorplan with alterations to the Premises. Landlord approves of the alterations, additions or improvements to the Premises and does not find them unreasonable. Therefore, Landlord will not require their removal at the end of the Term.

9.2 All work done by Tenant within the Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements and so as to cause a minimum of interference with other construction in progress and with the transaction of business in the Shopping Center.

9.3 All venting of the roof during any work done as part of Tenant's Work shall only be performed by Landlord's roofing contractor at Tenant's expense in accordance with plans and specifications approved by Landlord. After Tenant's renovation work is complete, the roof becomes the sole responsibility of the Landlord as mentioned in Article 8.1.

ARTICLE 10. Landlord's Right of Access; Use of Roof.

10.1 Landlord may enter the Premises at any reasonable time with twenty-four hour written notice (except in emergency situations) for the purposes of inspecting the same, of making repairs or additions to the Premises, the Building or other premises, or showing the Premises to prospective purchasers and/or lenders. Landlord may show the Premises to prospective lessees within the last sixty days of the initial term or option period, whichever applies.

10.2 Use of the roof above the Premises is exclusively reserved to Landlord, and Tenant shall not go on the roof without Landlord's prior written consent.

ARTICLE 11. Signs; Store Fronts.

11.1 Tenant may put a sign above its storefront in the same quality as its existing sign.

11.2 All signs shall be installed by Tenant at Tenant's sole cost and expense and shall comply with all laws, rules, and regulations.

11.3 At the end of the Term and upon the removal or alteration of a sign, Tenant shall repair, paint, and replace the building fascia surface where such signs are or were attached.

ARTICLE 12. Utilities.

12.1 Tenant is required to put the gas (Columbia Gas), water/sewer (City of London) & the electric (Ohio Edison) in its name prior to taking possession. Tenant is also responsible for its own trash hauling services.

12.2 Landlord shall provide and maintain the common facilities necessary to supply water, electricity, gas (if applicable), telephone service and sewerage service to the Premises. Landlord shall be responsible for providing all lines and equipment to the Premises, and any meters or other devices for the measurement of utilities supplied to the designated point of service. Tenant hereby authorizes Landlord to obtain utilities on the terms and conditions contained herein on Tenant's behalf. Tenant shall not use an alternate service provider in lieu of the Landlord specified utility except with Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

12.3 Landlord shall not be liable for any interruption or failure whatsoever in utility services and Tenant shall comply with all provisions of this Lease notwithstanding any such failure or interruption. Any furnishing by Landlord of utilities shall be conditioned upon the availability of adequate energy sources. Landlord shall have the right to reduce such utilities within the Shopping Center, including, without limitation, the Premises and Common Area, as required by any mandatory or voluntary fuel or energy saving allocation, or any similar statute, regulation, order or program, and Tenant shall comply with any such energy conservation program and all related measures and regulations promulgated by applicable governmental authorities.

ARTICLE 13. Indemnity.

13.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors for injury to persons, property or business occurring within the Premises during the Term of this Lease from and after the date possession of the Premises is delivered to Tenant, and, subject to Section 13.6 hereof, Tenant shall indemnify and defend Landlord and Landlord's agents, employees and contractors from all loss, expense, claims or actions arising out of such injury (including any court costs and attorneys' fees), provided, however, that Landlord shall indemnify and defend Tenant and Tenants agents, employees and contractors from all loss, expense, claims, and actions arising out of or resulting from Landlord's obligations under Section 8.1. The provisions of this section shall survive the termination or expiration of this Lease with respect to any claims or liability occurring prior to such termination or expiration.

13.2 Tenant shall procure and maintain throughout the Term from and after the date possession of the Premises is delivered to Tenant, at its sole expense, (a) Commercial General Liability Insurance insuring Landlord and Tenant against all claims arising out of Tenant's use or occupancy of the Premises or the condition of the Premises, in an amount not less than \$1 Million per occurrence and \$2 Million aggregate for its premises operations, (b) property insurance on a "special peril" broad form coverage basis, covering the replacement cost of all alterations, additions, partitions, improvements, and personal property installed in the Premises, (c) Workers Compensation in an amount not less than the statutory minimum and including Employers Liability in an amount not less than \$1 Million. All policies of insurance under clause (a) shall name Landlord, and any other entity as required by Landlord, as an additional named insured. All policies of insurance under clauses (b) shall name Landlord as a loss payee. All policies of insurance shall be on an occurrence (as opposed to a claims made) basis; be issued by an insurance company reasonably acceptable to Landlord; provide that they shall not be canceled unless 30 days prior written notice shall have been given to Landlord; and provide primary coverage to Landlord when any policy issued to Landlord is similar or duplicate in coverage (Landlord's policy shall be excess over Tenant's policies).

13.3 Landlord shall maintain during the Term: (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and (b) property insurance on a "special peril" broad form coverage basis, covering the replacement cost of all alterations, additions, partitions,

improvements, and personal property installed by Landlord at the Shopping Center (excluding improvements made by tenants and tenants' personal property).

13.4 Tenant will not permit the Premises to be used in any manner that would void the insurance thereon or on the Shopping Center; increase the insurance risk; or cause the disallowance of any sprinkler credits. Tenant shall pay any increased insurance costs caused by Tenant's use of the Premises or because Tenant vacates the Premises.

13.5 Notwithstanding anything contained herein, each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise from any loss or damage to property caused by fire or any other perils insured in the policies of insurance required to be obtained hereunder, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, including any other tenants or occupants of the Shopping Center.

ARTICLE 14. Non-Liability for Certain Damages. Landlord and Landlord's agents and employees shall not be liable to Tenant or any other person for any injury to person or damage to property caused by the Premises or other portions of the Shopping Center becoming out of repair or damaged or by defect in or failure of equipment, pipes or wiring, or broken glass, nor shall Landlord be liable to Tenant or any other person for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons or entities whomsoever, excepting only duly authorized employees and agents of Landlord.

ARTICLE 15. Damage by Casualty.

15.1 Tenant shall give immediate written notice to Landlord of any damage to the Premises by fire or other casualty.

15.2 If the Premises or the building in which the Premises are located shall be (a) destroyed or substantially damaged by a casualty not covered by Landlord's insurance; (b) destroyed or rendered untenable to an extent in excess of 50% of the floor area by a casualty covered by Landlord's insurance; or (c) damaged to such extent that the remaining Term is not sufficient to amortize the cost of reconstruction, then Landlord may elect to either terminate this Lease or to rebuild and repair the Premises. If the Premises are so damaged or destroyed and Landlord does not elect to terminate this Lease, Landlord shall proceed with reasonable diligence to rebuild and repair the Premises. Should Landlord elect to terminate this Lease it shall give written notice of such election to Tenant within 90 days after the occurrence of such casualty. In the event of any damage or destruction to the Premises, Tenant shall, upon notice from Landlord, remove, at Tenant's expense, such portion or all of Tenant's shelves, bins, equipment, trade fixtures and other property from such portion of the Premises as Landlord shall request.

15.3 Landlord's obligation to rebuild and repair under this Article 15 shall be limited to restoring the Premises to substantially the condition in which the same existed when Landlord delivered the Premises to Tenant, to the extent of the insurance proceeds available to Landlord for such restoration. Tenant may elect to terminate the Lease without penalty or proceed with reasonable diligence to rebuild, repair, and restore all improvements constructed by Tenant, and Tenant's signs, fixtures and equipment and other items of Tenant's Work.

15.4 During any repair of the Premises, Tenant may continue the operation of its business within the Premises to the extent practicable. Tenant shall pay rent during such period of repair or rebuilding in accordance with the number of square feet available to be occupied by Tenant. If the work of repair or rebuilding of the damaged portion of the Premises shall render the remainder unfit for the purposes of the Tenant, Tenant may vacate the Premises and no rent shall be payable during the period of repair or rebuilding until such time as the entire Premises become suitable for use by Tenant for its purposes.

ARTICLE 16. Eminent Domain.

16.1 If any of the floor area of the Premises should be taken by eminent domain or by purchase in lieu thereof, Landlord or Tenant may terminate this Lease effective on the date physical possession is taken by the condemning authority. In addition, if any material portion of the building in which the Premises is located is taken, Landlord may terminate this Lease by notice to Tenant.

16.2 If this Lease is not terminated, Minimum Rental shall be reduced in proportion to the area of the Premises, taken, effective on the date physical possession is taken by the condemning authority. Following such taking, Landlord shall make all necessary repairs or alterations necessary to make the Premises an architectural whole.

16.3 If any part of the Common Area shall be taken, this Lease shall not terminate, nor shall the rental payable hereunder be reduced, except that either Landlord or Tenant may terminate this Lease if the area of the Common Area remaining following such taking does not provide reasonable access to the Premises. Any election to terminate this Lease in accordance with this provision shall be exercised by written notice delivered within 30 days after the date physical possession is taken by the condemning authority.

16.4 All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Premises or Common Area shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord; however, Landlord shall have no interest in any separate award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property to the extent such award does not diminish Landlord's award.

ARTICLE 17. Assignment and Subletting.

17.1 Tenant shall not (a) assign, encumber, mortgage, or in any other manner transfer this Lease or any estate or interest therein; (b) sublet the Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Premises, except to the **Buckeye Community School – London or its respective entity**; or (c) permit any other person to become Tenant by merger, consolidation, or otherwise (each a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights as to any subsequent Transfer. Notwithstanding any Transfer, Tenant and any guarantor of Tenant's obligations under this Lease shall remain fully and jointly and severally liable under this Lease. If Tenant is an entity other than a corporation whose stock is publicly traded, Tenant shall be permitted to transfer ownership interests in Tenant so as to result in a change in the control of Tenant with notice to Landlord but does not require Landlord's approval.

ARTICLE 18. Default by Tenant and Remedies.

18.1 Each of the following shall be an "Event of Default" by Tenant:

(a) The failure to pay rent or any other amount payable hereunder within thirty days after receiving notice thereof from Landlord; provided that after Landlord has given two such notices in any 12 month period, it shall not be required to give further notice under this Section, and any subsequent failure to pay during the Term hereof shall immediately be an Event of Default.

(b) The failure to comply materially with any other provision of this Lease that is not cured within 30 days after written notice thereof to Tenant; provided, however, if the matter in question is not reasonably susceptible of being cured within 30 days, then it shall not be an Event of Default hereunder if Tenant commences to cure such matter within such 30 day period and thereafter diligently and with continuity prosecutes such cure to completion in a period not to exceed 90 days after the giving of such notice.

(c) The filing under the United States Bankruptcy Code of a petition by or against Tenant or any guarantor of this Lease.

(d) Tenant is insolvent, fails to pay its debts generally as they become due, makes an assignment for the benefit of its creditors, or a receiver, trustee, or liquidator of Tenant or of any material part of its assets or of Tenant's interest in this Lease is appointed in any proceeding.

18.2 Upon the occurrence of an Event of Default, Landlord may pursue any one or more of the following remedies without further notice or demand:

(a) Terminate this Lease and recover damages therefor.

(b) Terminate Tenant's right to possess the Premises by re-entering the Premises by force, summary proceedings, ejection or otherwise, without terminating this Lease and recover damages. In such event, Landlord may alter or change locks and other security devices at the Premises. Landlord shall have no obligation to furnish a new key unless and until Tenant cures all existing Events of Default and delivers to Landlord additional security, as determined by Landlord, for performance of Tenant's obligations, provided, however, that Landlord shall not prevent Tenant from entering the Premises to remove any of Tenant's personal property.

(c) Perform any of Tenant's obligations under this Lease, and Tenant shall reimburse Landlord on demand for all costs incurred by Landlord in doing so.

(d) Exercise any other remedy provided in this Lease or under applicable law.

18.3 Exercise by Landlord of any one or more remedies hereunder or otherwise available shall not be an acceptance of surrender of the Premises. If Landlord terminates this Lease or Tenant's right to possess the Premises, Tenant shall immediately deliver possession of the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other right, take possession of the Premises and remove Tenant and any other occupants. Tenant shall have no (and hereby waives) claim for damages by reason of any entry, repossession or alteration of locks or other security devices.

18.4 If Landlord terminates this Lease under Section 18.2(a), Tenant shall be liable for all rental and other amounts payable accrued to the date of termination, plus, as damages, an amount equal to the excess of (a) the total Rent (including without limitation, Minimum Rental and Additional Rental) over (b) the fair market rental value of the Premises (taking into account a reasonable estimate of the time it will take to relet the Premises) for the remaining Term.

18.5 If Landlord terminates Tenant's right of possession without terminating the Lease under Section 18.2(b), Tenant shall remain liable for all rent and other amounts payable to Landlord pursuant to this Lease diminished by any net sums thereafter received by Landlord through reletting the Premises (after deducting expenses incurred by Landlord as provided in Section 18.6). Tenant shall not be entitled to any excess obtained by reletting over the rental herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this Section 18.5 may be brought from time to time, on one or more occasions. If Landlord terminates Tenant's right of possession under Section 18.2(b), it may at any time thereafter elect to terminate this Lease under Section 18.2(a).

18.6 In case of an Event of Default, Tenant shall also be liable for any broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; and all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights including reasonable attorneys' fees.

18.7 Following termination of Tenant's right of possession under Section 18.2(b), Landlord may relet the Premises or any part thereof for such rent and upon such terms as it shall determine. If Landlord elects

to relet the Premises, it shall use the same efforts it then uses to lease other space but shall not be required to give any preference to the leasing of the Premises over any other space that Landlord may have available.

18.8 If Landlord takes possession of the Premises following an Event of Default, Landlord shall remove from the Premises any such furniture, fixtures, equipment and other property and place same in storage at Tenant's expense.

18.9 If Tenant should fail to timely pay any installment of Rent or other sum to be paid hereunder, then the amount in question shall bear interest at the lesser of the maximum rate permitted by law or 12% per year from the date due until paid.

18.10 The rights and remedies of Landlord herein stated shall be in addition to any and all other rights and remedies which Landlord has or may hereafter have at law or in equity.

18.11 Notwithstanding anything to the contrary contained herein, Landlord shall use commercially reasonable efforts to mitigate its damages.

18.12 Rights and Obligations Under the Bankruptcy Code.

(a) If this Lease is assigned or subleased to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment or sublease shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or its bankruptcy estate. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord.

(b) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed agree as follows: (i) to perform each and every obligation of Tenant under this Lease including, but not limited to, the manner of "operation" as provided in this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (ii) to pay monthly in advance on the first day of each month, as reasonable compensation for use and occupancy of the Premises, an amount equal to all Minimum Rental and other charges otherwise due pursuant to this Lease.

(c) No default of this Lease by Tenant, either prior to or subsequent to the filing of petition by or against Tenant under the Bankruptcy Code, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(d) It is understood and agreed that this is a Lease of real property in a Shopping Center and that, therefore, Section 365(b)(3) of the Bankruptcy Code is applicable to any proposed assumption of this Lease in a bankruptcy proceeding.

(e) Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

(f) In the event of the initiation of any bankruptcy case or insolvency proceeding of any kind, Landlord shall be indefeasibly entitled to and Tenant or any successor (including without limitation, a bankruptcy trustee, receiver, assignee for the benefit of creditors, or purchase—hereinafter "Successor") shall immediately pay all amounts due under the Lease for the month in which such case or insolvency proceeding is filed, irrespective of (1) the date such bankruptcy case or insolvency proceeding is filed; (2) whether the Lease is assumed or rejected, or the Lease is terminated by Tenant or any successor; (3) Tenant or any Successor vacates the premises,

or (4) Whether any case law has been or could be construed to provide treatment to Landlord other than immediate payment of all amounts due under the Lease during the month in which any bankruptcy case or insolvency proceeding is filed. This provision shall not be construed to limit or restrict Landlord's rights set provided for in the Lease, 11 U.S.C. §365, or any other applicable law.

18.13 In the event of any default by Landlord, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall have 30 days (or such longer period as may be required in the exercise of due diligence) in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. In any such event, Tenant's remedies shall be limited to those damages actually incurred by Tenant directly on account thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions. The term "Landlord" shall mean only the owner, from time to time, of the Shopping Center, and in the event of the transfer by an owner of its interest in the Shopping Center, such owner shall be released from all obligations of the Landlord thereafter accruing, but such obligations shall be binding upon each new owner for the duration of such owner's ownership. Notwithstanding any other provisions hereof, in the event of any breach or default by Landlord under this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the land and improvements which constitute the Shopping Center and in no event shall any deficiency judgment or any money judgment of any kind be sought or obtained against Landlord.

ARTICLE 19. Mechanics' Liens. Tenant shall not permit any lien or encumbrance of any kind to be placed against the Premises or Shopping Center and shall discharge any such lien by payment or bonding within 10 days after filed, failing which Tenant shall thereupon be in default under this Lease without the requirement of any additional notice or curer period and Landlord may, in addition to any and all other remedies, discharge or bond such lien at Tenant's expense. Tenant shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this Article, including, without limitation, Landlord's costs and expenses and reasonable attorneys' fees incurred in connection therewith, which shall constitute Additional Rental payable by Tenant under this Lease. However, nothing contained herein shall imply any consent or agreement on the part of Landlord or any ground or underlying lessors or mortgagees covering any portion of the Shopping Center to subject their respective estates or interests to liability under any mechanic's or other lien law, whether or not the performance or the furnishing of such work, labor, services or materials to Tenant or anyone holding the Premises, or any part thereof, through or under Tenant, shall have been consented to by Landlord or any of such parties. Tenant will not suffer any other matter or thing whereby the estate, rights and interests of Landlord in the Shopping Center or any part thereof might be impaired. Nothing herein contained shall obligate Tenant to pay or discharge any lien created by Landlord.

ARTICLE 20. Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, it shall be a tenant at will occupying the Premises at a rental equal to the rent herein provided plus 25% of such amount and otherwise subject to all the conditions, provisions and obligations of this Lease (except that any co-tenancy provision, exclusive rights, renewal right or any other right to offset or abate any item of rent or to pay any reduced or alternative rent shall be inapplicable.)

ARTICLE 21. Subordination. Tenant accepts this Lease subject and subordinate to any mortgage presently existing or hereafter created upon the Premises or the Shopping Center, and to any renewals and extensions thereof, but Tenant agrees that any mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease, and Tenant shall attorn to any mortgagee or any purchaser at foreclosure, sale or any other transferee of the Premises upon request therefor. Tenant shall execute such further instruments subordinating this Lease as Landlord may request, and as Landlord's lender may reasonably require.

ARTICLE 22. Exculpation. It is expressly understood and agreed that nothing in this Lease contained shall be construed as creating any liability whatsoever against Landlord's members personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of Landlord, and that all personal liability of Landlord's members, to the extent permitted by law, of

every sort, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security hereunder; and that so far as the parties hereto are concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises and the Shopping Center for the payment thereof.

ARTICLE 23. Notices. Any notice or communication required by this Lease must be in writing. Notices and other communications shall be given by overnight courier, by United States Mail, postage prepaid, certified mail, return receipt requested, or at the email address provided in Article 1. Notices shall be given at the addresses herein set forth or such other address as Landlord or Tenant may specify in writing. All notices to Tenant may be given at the Premises. Notices shall be effective upon receipt or refusal of receipt.

ARTICLE 24. Miscellaneous.

24.1 Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between parties; the parties' sole relationship is that of landlord and tenant. The captions used herein are for convenience only and do not limit or amplify the provisions hereof. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender. The use of the term "including" herein shall be construed as meaning "including but not limited to". The term "hereunder" shall mean under this Lease or any Exhibit to this Lease.

24.2 One or more waivers of any provision of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same provision. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

24.3 Time is of the essence with respect to all provisions of this Lease, except that whenever a period of time is herein prescribed for action to be taken (other than with respect to the payment of any sum of money), Landlord or Tenant shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, weather, war, acts of terrorism, governmental laws, regulations or restrictions or any other causes that are beyond the reasonable control of Landlord or Tenant, as applicable.

24.4 Provided Tenant performs all of its obligations hereunder, Tenant shall, subject to the terms of this Lease, at all times during the Term have the peaceable and quiet enjoyment and possession of the Premises.

24.5 This Lease (including all Exhibits, Schedules, and Expansion Option attached hereto) contains the entire agreement between the parties, and no agreement shall be effective to supplement, change, modify or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement is sought. Without limiting the foregoing, one or more emails from one party to the other shall not constitute an amendment to this Lease unless expressly agreed to by Landlord and Tenant.

24.6 Tenant and Landlord both warrant that neither had had any dealing with any broker or agent in connection with the negotiation or execution of this Lease agrees to defend and indemnify each other from and against any claims by any other broker, agent or other person claiming compensation by virtue of having dealt with Tenant or Landlord with regard to this leasing transaction.

24.7 Tenant agrees to furnish from time to time, within thirty (30) days after request by Landlord, an estoppel certificate signed by Tenant addressed to such party as Landlord requests, confirming and containing such factual certifications and representations as may be reasonably requested.

24.8 The laws of the State of Ohio shall govern this Lease and any action brought to enforce this Lease or otherwise arising out of the transactions hereunder shall be brought exclusively in Madison County, Ohio. If any provision of this Lease is held to be unenforceable, the enforceability of the remaining provisions of this

Lease shall not be affected thereby, and in lieu of any provision that is unenforceable, there will be added as a part of this Lease a provision as similar in terms as may be possible and be enforceable.

24.10 Subject to Article 18, this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives. If Tenant is comprised of more than one person or entity, all such persons or entities shall be jointly and severally liable for all of Tenant's obligations under this Lease.

24.11 Landlord reserves the right at any time to change the name by which the Shopping Center is designated.

24.12 The person executing this Lease on behalf of Tenant represents and warrants that such execution has been duly authorized by all requisite action and this Lease is binding upon and enforceable against Tenant in accordance with its terms.

24.13 This Lease shall be effective only when it is signed by both the Landlord and Tenant. The Tenant's submission of a signed Lease for review by the Landlord does not give the Tenant any interest, right, or option in the Premises.

24.14 The parties hereto irrevocably waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use and occupancy of the Premises.

ARTICLE 25. Hazardous Waste. The term "Hazardous Substances," shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required, or the use of which is restricted, regulated, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Tenant agrees that (a) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities"), provided said Permitted Activities are conducted in accordance with all Environmental Laws; (b) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws; (c) Tenant will not install any underground tanks of any type; (d) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute, a public or private nuisance; (e) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. If, at any time during the Term, the Premises are found to be so contaminated or subject to said conditions, Tenant shall indemnify, defend, and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages, and obligations of any nature arising from or as a result of the use of the Premises by Tenant. The foregoing indemnification shall survive the termination or expiration of this Lease.

ARTICLE 26. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN: (1) LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSES; (2) TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER; AND (3) TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SET OFF, OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

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

EXECUTED BY TENANT, this 15th day of March, 2021.

By: 
Randy Payne,
Managing Member

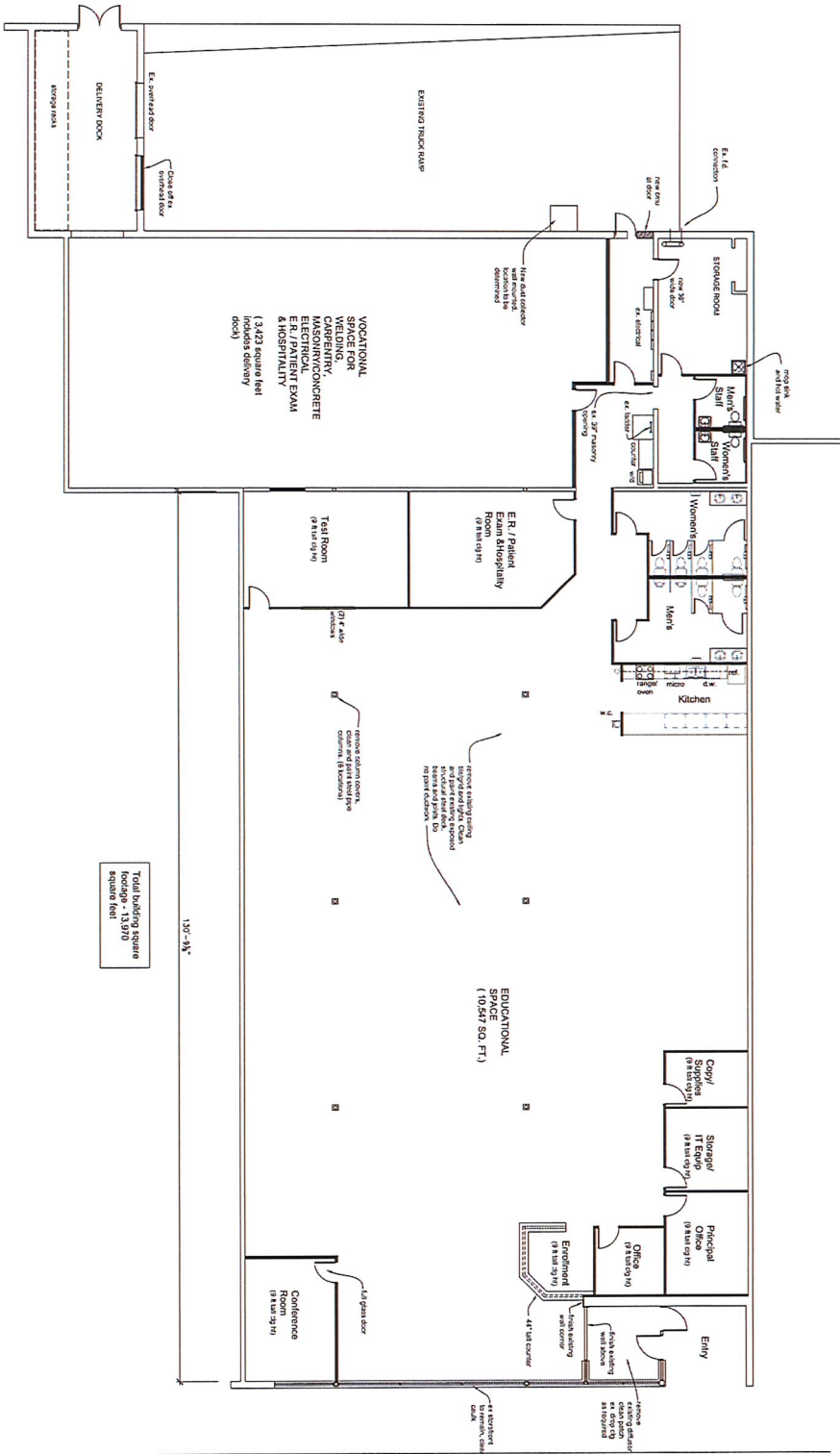
STATE OF Ohio :
 : SS
COUNTY OF Richland :

The foregoing instrument was acknowledged before me this 15th day of March, 2021, by **Randy Payne**, Managing Member of Adena Development, LLC, an Ohio limited liability company, on behalf of said limited liability company.



**MacKenize D.
Cass**
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
March 2, 2024


Notary Public
My Commission Expires March 2, 2024



Total building square footage - 13,370 square feet



PROPOSED PLAN

SHEET NO. **A1.1**
 SHT. 1 OF 1

TITLE PROPOSED PLAN
 PROPOSED PROJECT
BUCKEYE COMMUNITY SCHOOL
 175 WEST HIGH ST. LONDON, OHIO

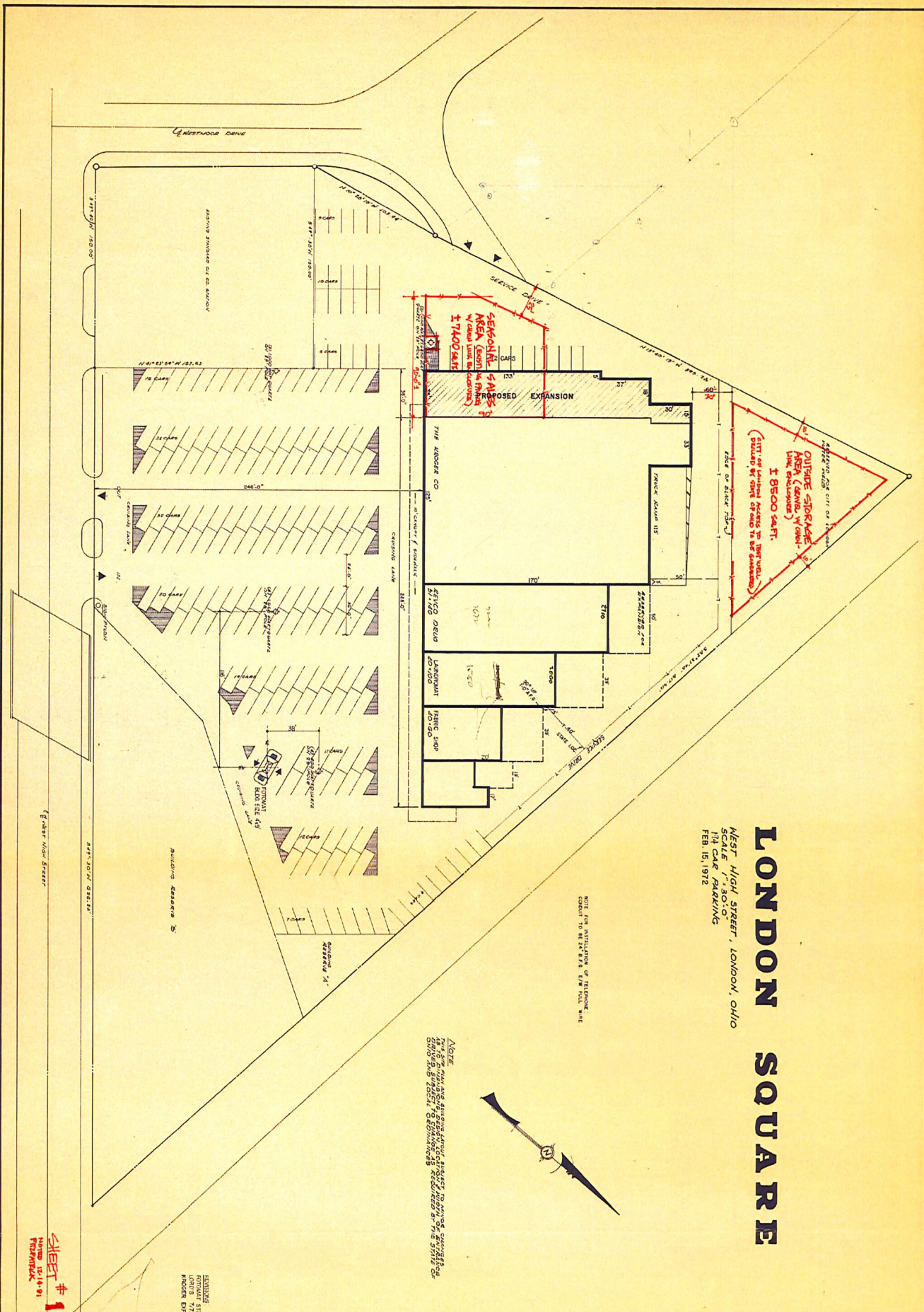


2-16-21 Revised per meeting w/Buckeye school

SCALE 1/4" = 1'-0"
 DATE 2-12-21
 FILE 01385

LONDON SQUARE

WEST HIGH STREET, LONDON, OHIO
 SCALE 1/8"=1'-0"
 174 CAR PARKING
 FEB. 15, 1972



SHEET #1
 NORTH 12/14/91
 TUDORHACK

EXHIBITS
 ORIGINAL SITE
 PROPOSED SITE
 PROPOSED PLAN

School Name:	Buckeye Community School - London	Date:	1/25/2023
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6.3a Mission, Vision, Philosophy

The mission should answer the question *why do we exist?* The vision should answer the question *what do we hope to become?* Likewise, a school's philosophy should answer the question *what do we value and believe about educating students?*

Mission	6.3a	1) MISSION (Why do we exist?): State the school's clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.
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To create an educational experience through positive relationships that empowers every person the opportunity to overcome personal challenges and pursue one's unique goals.

Vision	6.3a	2) VISION (What we hope to become?): State the school's clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.
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Our vision is to:

- Meet the needs of the whole student
- Identify and eliminate barriers to learning
- Provide a productive, safe, orderly nurturing environment.
- Assist students to graduate and achieve postsecondary success
- Quality instructional leadership and effective communication
- High expectations for achievement and success

- Constant monitoring and recording of student progress
- Establish and maintain collaborative relationships with stakeholders, community leaders and local organizations to help enrich the communities in which we are located
- Positive home-to-school and school-to-community relationships

Philosophy	6.3a	3) PHILOSOPHY (What do we value and believe about educating students?) State the school’s clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.
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Our philosophy driving learning opportunities:

- Competency-based learning evidence of learning
- Flexible learning opportunities
- Individualized pacing of coursework
- Strong student-instructor relationships
- Identify and address barriers to student success
- Prepare students for life after graduation

6.3b Curriculum

The primary function of a school is to provide for the education of students. The curriculum describes all planned learning of students and should describe the learning experiences through which a student will progress. Responses should address the following questions: *What are the learning*

goals for students at your school and what research support the curriculum choice and its effectiveness for the student population served? Each of the items below should be addressed with strong evidence and detail.

Curriculum – Learning Standards	6.3b	<p>1) Provide specific standards with detailed descriptions for all core and non-core content (physical education, music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each student to acquire learning across all four learning domains: foundational knowledge and skills, well-rounded content, leadership & reasoning, and social-emotional learning.</p> <p>If the school will use Ohio’s Learning Standards in all core and non-core content areas, please check the box. <input checked="" type="checkbox"/></p>
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The school will use Ohio Learning Standards in all core and non-core content areas.

Curriculum - Model	6.3b	<p>2) Does the school plan to use the Ohio Model Curriculum?</p> <p><input checked="" type="checkbox"/> Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas. <input type="checkbox"/> No, the school will utilize the curriculum model described below.</p> <p>If “no” is marked, provide evidence of the school’s written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.</p>
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Buckeye Community School - London follows the Ohio Model Curriculum and uses some of the American School curriculum as a resource.

<http://education.ohio.gov/Topics/Learning-in-Ohio/OLS-Graphic-Sections/Model-Curricula>

<https://www.americanschoolofcorr.com/>

American School Curriculum is aligned to common core standards. Our teachers make sure to review the content with their students to align to Ohio standards. Many of the American School courses will be used as skill building courses to help our students address academic deficiencies and when these courses are complete, they will be given an elective credit.

Physical Education will be available to earn .25 or .50 credit. The course is designed to improve health and fitness through physical activity and nutritional education. The knowledge gained will help students live an active healthy lifestyle. Materials will include: activity logs, meal trackers, and review questions. Credit will be given when a student successfully completes all requirements listed in the course objectives below, accordingly.

For ¼ credit PE:

Objectives:

1. Complete 9 activity logs covering 9 weeks
2. Complete Nutrition Unit
 - 1.1 Meal Tracker (1 week)
 - 1.2 Meal Tracker Improved (1 week)
 - 1.3 Meal Trackers Totals sheet
3. P.E. Final Culminating Review questions

For ½ credit PE:

Objectives:

1. Complete 18 activity logs covering 18 weeks
2. Complete Nutrition Unit
 - 1.1 Meal Tracker (1 week)
 - 1.2 Meal Tracker Improved (1 week)
 - 1.3 Meal Trackers Totals sheet
3. P.E. Final Culminating Review questions

Curriculum - Pacing Guides	6.3b	<p style="text-align: center;">Provide a detailed description of the development process for pacing guides used in your school that includes the deconstruction of standards.</p>
<p>Prior to producing any assignments or exams for students, state samples of end of course exams are reviewed by administrators and teachers. This is done to align all curriculum to model the various levels of questioning students will encounter on end of course exams. Next, the standards on the end of course exams as well as the standards to build mastery towards those concepts are reviewed by administrators and teachers. Teachers and administrators can begin building assignments and exams that are aligned to the standards.</p> <p>Teachers and administrators will examine our end of course data, STAR test data, as well as assignments and exam data to identify academic areas in which students are not demonstrating mastery. Changes are made to assignments, exams, and methods used for direct instruction of students in order to address these areas of academic concern. This is done every year by teachers and administrators in order to improve student learning and mastery of content.</p> <p>Students are expected to complete and master assignments as described in the course description, included in each student's Individualized Learning Plan (ILP) and at the beginning of each course's examination booklet. This will explain how each student has used their time every week in the subject(s) in which they are assigned. The expectation for all students enrolled at Buckeye Community School - London is to not just attend, but to be proactive in the completion of courses. Working on courses is linked to attendance; therefore, in setting this requirement, students are able to work at a consistent pace regardless of the course, while striving to achieve mastery of content.</p> <p>Even though the requirement is to complete assigned tasks in accordance with the learning plan, students and instructors are expected to communicate with one another consistently to establish social/emotional and academic instruction on an as needed basis. This allows the student the flexibility to determine how much support they need in a course mastering</p>		

content. Instructors and students work together to set up a time for intervention/instruction based on the students academic need in a subject area to help foster continued engagement. Our goal is to offer academic instruction directly, in person (one-on-one or small group), digitally, and/or with supplemental resources in order to help students achieve mastery. Staff schedules are flexible to accommodate student needs (employment, parenthood, other life circumstances).

**Curriculum – Lesson
Template**

6.3b

4) Explain what specific components are to be included in model lesson plan templates and rationale.

Blueprint for Instructional Interactions Levels of questioning (personal/skill fact finding) to identify academic need: Address initial personal needs to check emotional state (helps to relieve outside stressors)

1. Assess student’s academic needs through general and direct questioning

- i. What areas are you struggling with? What can I help with?
- ii. Is the student able to start the problem? Where is the student getting stuck?
- iii. What have you currently done and where did you have trouble?
- iv. Show me how you used the slope intercept formula?

2. Instruction based on current academic need

- i. 1:1 Instruction (learning center, home visits, detention centers, alternate locations, hospitals, virtual meetings, phone calls)
- ii. Small Group Instruction (learning center, math labs, science labs, SDI labs, alternate locations)
- iii. Instructional Best Practices:

Scaffolding

Prompting
Interleave (I Do, We Do, You Do)
Repeated Practice (Cover, Copy, Compare)
Chunking
Re-reading
Text Lookback
Highlighting
Graphic Organizers
Integrated technology (graphing calculator, instructional videos, digital textbooks audi features in digital textbooks)
Cooperative Learning
Study Skills (skim reading, identifying main ideas/details, eliminating non-essential information, using a table of content, glossary/index in textbooks)

Working on one course at a time follows the concept of block scheduling while allowing the instructor to observe their academic routine, identify difficulties and implement appropriate stopgaps to prevent further downward trends. Instructors can sequence courses, as needed, to provide academic success while pairing a difficult course in which to work over an

extended period of time. As courses in the first semester are completed, the student then takes the corresponding end-of-course exam(s) (EOC); after the second semester, the corresponding EOC for courses taken. Taking one subject at a time allows the student to experience small successes more often, allowing them to feel real progress toward earning their diploma. There are exceptions to the one course at a time; i.e., a student who participates in sports at their home district, CCP students.

**Curriculum -
Alignment with Ohio
Learning
Standards**

6.3b

5) Provide evidence of alignment of the school’s curriculum model to the Ohio Learning Standards, the Ohio Strategic Plan for Education: 2019-2024, and the mission, vision, and philosophy of the school.

Teachers and administrators work together to create and review every exam and assignment to make sure each is covering the standards and various levels of rigor needed for students to grow academically and with the ability to solve problems independently. First, administrators and teachers review the standards in a course as well as any end of course (EOC) assessments that will be required for graduation purposes. Teachers and administrators attempt to model our courses to reflect these state expectations while reviewing our students academic deficiencies in order to create a rigorous course that builds academic growth.

Teachers and administrators will examine our end of course data, STAR test data, as well as assignments and exam data to identify academic areas in which students are not demonstrating mastery. Changes are made to assignments, exams, and methods used for direct instruction of students in order to address these areas of academic concern. This is done every year by teachers and administrators in order to improve student learning and mastery of content.

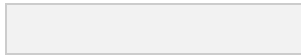
We intend to review our EOC data, student academic data, as well as state mandated expectations in order to realign our curriculum to our student needs in order to increase academic growth. This data drives the refinement of our exams and academic support. Upon reviewing all of this academic data, we will build support resources ranging from tutorial videos in

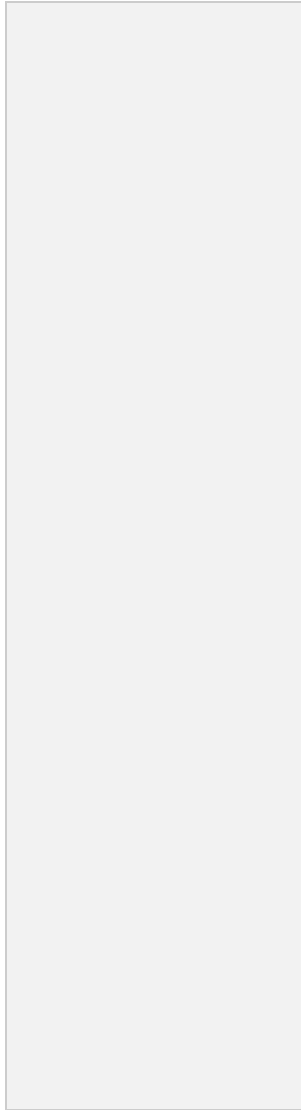
every content area addressing the academic struggles of our students as well as reinforcing content mastery. We will also build student guides to assist students in achieving mastery of content. These guides will also assist our staff with direct instruction support when they are working with students 1:1 or in small group settings. We also have academic resources available from the publishing companies that offer curriculum support in all of the courses that can be used by our students and staff.

Curriculum - Literacy Skills	6.3b	6) Describe how the school will develop literacy skills across all ages, grades and subjects, as well as building the capacity for effective literacy instruction (i.e. search ODE Ohio's Plan to Raise Literacy Achievement Birth-12, January 2018).
<p>Our goal is to service the needs of the whole child, which requires breaking down academic barriers that in return may trigger social/emotional anxieties preventing students from achieving academic success. If a student's abilities are well below grade level, and assistance is needed in re-building an academic basic skill, courses are assigned that are geared towards strengthening deficiencies as an elective option. The goal is to pair these support courses with a required course, allowing the student to work directly with an instructor in any areas of weakness while simultaneously earning credit in a course that keeps them moving forward toward graduation.</p> <p>We will look to offer professional development for our staff to support literacy achievement and growth with all students. Our goal will be to have staff use universal strategies to support literacy growth. We will evaluate and assess our curriculum in order to have a cross curricular approach towards improving literacy growth.</p>		
Curriculum – Future Success	6.3b	7) Describe how the school will identify and support student's future success (i.e. focus on career, project based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and expanding pathways to graduation).

Upon enrollment, we begin the discussion with each student regarding where they see themselves in the future, asking them to start to visualize where they will be in five years, ten years. In order to offer students every opportunity and align their educational plan to their life goals, we also explain, upon enrollment, that the student may earn credits by attending school daily or utilizing a credit flexibility option. Each student will have a career plan and credit flexibility plan, if applicable, integrated into their individual learning plans (ILP), that can be fluid, as the ILP is updated quarterly. Every effort will be made to educate and assist students to prepare them for their desired career path. Career Based Intervention (CBI) program will be utilized at Buckeye Community School - London, so students can earn credits for work hours and related coursework. This allows our students to not only help support their families, but gain actual paid work experience in a field(s) of interest while earning credits to advance them toward graduation. Buckeye Community School - London, in partnership with Washington State Community College and Terra State Community College, will offer students Career Tech Education (CTE) in construction, automotive, hospitality, business administrative, and health/nursing. We will also work in cooperation with local career centers, allocating financial resources as appropriate, to give our students the opportunity to work with Buckeye Community School - London for their academic credits and the career center for vocational credits and, ultimately, earn industry credentials. We will also offer College Credit Plus (CCP) with Ohio universities for students who wish to earn college credits while enrolled in high school. We will work with local employers and agencies, such as Goodwill, to establish paid work experiences, credit flex, job shadowing and internships opportunities. We will seek Tier One designation with all branches of the military for those students wishing to serve their country upon graduation. Current graduation seals, which demonstrate readiness, a student may earn include bi-literacy, citizenship, college ready, community service, fine/performing arts, honors diploma, industry recognized, military enlistment, ohio means jobs, science, student engagement, and technology. We will follow ODE guidance for issuance of all seals:

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





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6.3c Instructional Delivery Methods and Resources/Materials

Instructional methods and resources are the ways and tools used to deliver the curriculum. *What strategies or techniques will be used to engage students in learning? What instructional resources and materials will the teachers and students be using, including technology?* With strong evidence and great detail, each of the following items should be addressed.

Instructional Delivery Methods	6.3c	1) Explain in detail the <u>primary</u> , evidence-based instructional delivery methods, strategies, and/or techniques (i.e. high yield instructional practices, project-based learning, computer-based, etc.) that will be used to provide daily instruction in your school to support success for all students.
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1. Personalize the learning environment and instructional process. (What Works Clearinghouse Dropout Prevention)

Our student expectations are to turn in assignments in accordance with the ILP for the course(s) in which they are working. For students that need support in a course or a specific topic, we offer these individuals the ability to receive direct instruction. We also offer direct and/or small group instruction in core content areas regularly for students in order for them to collaborate with other students and staff to learn content. We also offer academic support online through tutorial videos, support content, interactive textbooks, as well FaceTime/Google Hangout, for those students that are unable to be physically present to work with any staff member.

All of these options are available for each student, but we allow the student's academic needs to determine the pace and path of learning. Our staff must constantly communicate with their students and monitor their progress. If an instructor sees

that a student is struggling with content prior to a student asking for intervention or support, the instructor is already working with the student to assist them in getting the appropriate academic support they need.

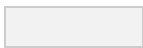
Buckeye Community School - London offers a choice of online and textbook courses. Students are placed in select courses based on collaborative Instructor student developed Individual Learning Plans (ILP). Students may earn credits by taking courses at the school each day (1:1 direct instruction or small group instruction); or by utilizing credit flexibility options, or a combination of both. Examples of credit flexibility include traditional coursework (distance learning, online learning, after-school programs), educational options (testing out, educational travel, independent study, internships, community service, work based learning), career technical blend (program credit, academic credit, work experience), and/or individualized learning to fill gaps in learning based on assessed performance (please see attached statement of educational plan). We will create a credit flex committee that will consist of the student's instructor, content area instructor(s) and the principal. This committee will oversee the credit flex options students chose to pursue to ensure all requirements are met

before any credits are issued.

[Credit Flex Information](#)

Information is gleaned from the student's transfer records; i.e., credits earned, prior testing scores, profiles, etc. All records are kept in the student's cumulative file, and transfer credits and prior history are recorded in XD. Further, BCS staff regularly inputs results of communications with students into the log section of the student's learning plan. Such conversations and the student's achievement in coursework will help to dictate the individual instructional needs.

Once coursework is assigned based on school history, each individual student is closely monitored to be certain they were given their courses at the proper level. Credit is granted when the student demonstrates mastery in the course by scoring at



least 75% on every exam given. Grade levels are based on credits earned: a) 0-4 credits earned=grade 9; b) 5-9 credits=grade 10; c) 10-14 credits=grade 11; and d) 15- credits required=grade 12. Grade 13 is assigned to students who've earned all credits required, but have not yet passed the required State tests.

Students must provide coursework in accordance with their ILP to their instructor. Exam information is recorded in XD, the school's student information system. Passed exams are kept on-site in storage in the student's file. If a student fails to submit work, the instructor keeps records of contact made with the student regarding attendance.

All exam grades are recorded in XD, tracking progress in each course. State test scores are also maintained in XD and the student's cumulative file.

All student cumulative files are kept in a separate, locked storage area, in locked file cabinets. XD is accessible only by BCS staff, and stored on secure servers.

Professional development is offered on scheduled staff in-service days. Staff is also encouraged to attend professional development webinars, seminars, etc., that pertain to their assignment and to alternative and/or credit flexibility models. Staff will be updated on relevant professional opportunities as deemed appropriate by administration.

Instructional Delivery Methods - Blended Learning Instructional Model	6.3c	2) Is the school using a blended learning instructional model, as defined in section 3301.079 of the Revised Code? If yes, check box. <input type="checkbox"/> <u>Blended Learning Requirements - please provide ALL of the following:</u> a. An indication of what blended learning model or models will be used;
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		<p>h of how student instructional needs will be determined and documented;</p> <p>c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;</p> <p>d. The school’s attendance requirements, including how the school will document participation in learning opportunities;</p> <p>e. A statement describing how student progress will be monitored;</p> <p>f. A statement describing how private student data will be protected;</p> <p>g. A description of the professional development activities that will be offered to teachers.</p>
n/a		
Instructional Delivery Methods – Research Base	6.3c	3) Provide the evidence-base for the primary delivery methods, strategies, and/or techniques including impact on population served. Refer to <u>ESSA</u> definition of evidence based strategies. Provide documentation from the: What Works Clearinghouse or Ohio's Evidence-Based Clearinghouse for meeting level I or II criteria.
<p>2. Assign adult advocates to students at risk of dropping out. (What Works Clearinghouse Dropout Prevention) 3. Personalize the learning environment and instructional process. (What Works Clearinghouse Dropout Prevention)</p>		
Instructional Delivery Methods - Resources/Materials	6.3c	4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology.
<p>Our students will have access to physical and digital textbooks, online tutorial videos, supplemental resources available from the publisher as well as those built by staff, laptops, Ipads, google drive, and email accounts.</p>		

Instructional Delivery Methods - Resources/Materials	6.3c	selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.
<p>The administrative team contacts vendors and informs them of our school and explains to them that we would like our instructional resources to be available in a physical and digital format. Once we have a list of vendors willing to work with us according to our needs to service our students, administrators ask instructors in each content area to review materials and give their input on materials they would feel most comfortable using. Once administrators have instructor feedback, the administrative team will review price quotes from vendors and we can make an informed decision for resources that should be purchased.</p> <p>Prior to producing any assignments or exams for students, state samples of end of course exams are reviewed by administrators and teachers. This is done to align all curriculum to model the various levels of questioning students will encounter on end of course exams. Next, the standards on the end of course exams as well as the standards to build mastery towards those concepts are reviewed by administrators and teachers. Teachers and administrators can begin building assignments and exams that are aligned to the standards.</p> <p>Teachers and administrators will examine our end of course data, STAR test data, as well as assignments and exam data to identify academic areas in which students are not demonstrating mastery. Changes are made to assignments, exams, and methods used for direct instruction of students in order to address these areas of academic concern. This is done every year by teachers and administrators in order to improve student learning and mastery of content.</p> <p>Once we have implemented resources, we will continue to monitor the usefulness of those resources by using student and instructor feedback to make appropriate changes to benefit all students. We will also use our student data from exams and end of course scores to make changes to exams, instructional content, and support resources during the summer months.</p>		

Students will have access to technology in the form of chromebooks and ipads. These tech resources will be available for students to use during school business hours. However, all digital resources the school offers will be accessible through smartphones and any other technology platform the student has available. Digital resources are tested on a variety of technology platforms to make sure students can utilize all resources outside of traditional school hours. Technology purchases are done as needed and must support all formats: Desktop, Laptop, tablet, and phone. Resources go through multiple testing phases before being made available.

6.3d Continuous Improvement and Professional Growth

Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.

Continuous Improvement	6.3d	1) How will the school develop, monitor, and evaluate a school improvement plan using the <u>Ohio 5-Step Decision Making Process</u> . Describe the structures and processes to support the improvement planning.
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Buckeye Community School - London (BCS) will use the Ohio 5-Step Decision Making Process to develop, monitor, and evaluate a school improvement plan by:

- **Identifying Critical Needs**
- **Researching and Selecting Evidence Based Strategies**
- **Planning for Implementation**
- **Implementing & Monitoring**
- **Examining to reflect and adjust**

The process will align with the school's core beliefs, use a collaborative approach, and incorporate shared leadership between administration and instructors to increase engagement and generate purposeful decision making. Link for reference:

<http://education.ohio.gov/Topics/District-and-School-Continuous-Improvement/Ohio-Improvement-Process/Supporting-Implementation>

Ohio Teacher Evaluation System (OTES)	6.3d	<p>2) Confirm implementation of the Ohio Teacher Evaluation System (OTES) or an alternative aligned to Ohio Standards for Educators.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</p> <p><input checked="" type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
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While BCS will not implement the Ohio Teacher Evaluation System, the alternative evaluation system used will follow the State's standards while also including measures that attribute to the enhancement of the desired climate and culture of the school. Instructors will be evaluated by the Principal staff. Intervention Specialists will be evaluated by both the Principal and Special Education Director.

Evaluation Form Professional Attributes (Applies to all Evaluations)

Needs Improvement | Meets Expectations | Exceeds Expectations

1. Displays a positive attitude in communication with students and their families.
2. Identifies barriers and problem solves to support student's success.
3. Displays initiative to improve services to students
4. Makes referrals to internal and external resources to assist students.
5. Models XD mastery skills.
6. Coordinates efforts with coworkers for team productivity and results.
7. Communicates effectively within the BCS organization.
8. Ability to collaborate, work well under pressure, and maintain a sense of humor and humility.
9. Serves as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings.
Helps instill in students the belief in and practice of ethical principles and democratic values.
10. Strong commitment to Buckeye Community School - London's mission, values, and educational model.
11. Reports evidence of suspected child abuse as required by law.
12. Protects the confidentiality of privileged communications and information.
13. Participates in all staff inservice and professional opportunities.
14. Works required hours.
15. The work area is professional, effective and organized.
16. Perform all other duties as assigned.
17. Comments (Professional Attributes)

Instructor Attributes

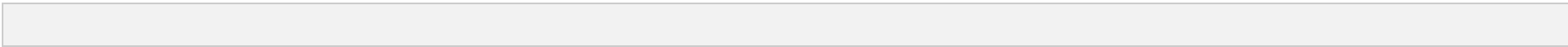
Needs Improvement | Meets Expectations | Exceeds Expectations

1. Demonstrates expertise in instructing students.
2. Ensures STAR testing is completed for students on caseload.
3. Coordinates and monitors student progress toward graduation testing requirements (OGT, EOC, ACT, WorkKeys, ect.).
4. Writes and distributes ILP's in a timely manner for new enrollments, and on a quarterly basis for assigned students. 5. Builds appropriate, substantial relationships with assigned students.
6. Monitors assigned student progress.
7. Models weekly communication with all students on roster.
8. Updates XD regularly.
9. Accurately enters exams/tasks and scores into XD.
10. Accept and incorporate feedback and coaching from administrative staff and consultants.
11. Engage in effective and appropriate Learning Center / Alternate Site management.
12. Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
13. Helps students think of school as a positive experience.
14. Strives to develop a rapport with students, staff, parents and the public, and be understanding of the life challenges that students may be facing.
15. Comments (Instructor Attributes)

Intervention Specialist Attributes

Needs Improvement | Meets Expectations | Exceeds Expectations

1. Assists the special education student in making an assessment of his/her abilities and in establishing educational and vocational occupational goals in keeping with these abilities.
2. Completes necessary reports and record keeping as required by federal, state, and local policies and procedures.
3. Participates in professional growth activities through staff development, inservice, workshops, and higher education.
4. Must obtain HQT status in all core subject areas by the start of year two at BCS.
5. Maintain and enrich their expertise in the subject areas they will teach.
6. Provide direct and indirect instruction.
7. Long and short-term planning addressing individual needs of students.
8. Prepare students adequately for all required assessments.
9. Evaluate students' progress.
10. Prepare at least quarterly individual student achievement reports for parents.
11. Provide an inviting, exciting, innovative learning environment.
12. Engage in effective and appropriate Learning Center / Alternate Site management.
13. Accept and incorporate feedback and coaching from administrative staff and consultants.
14. Serves as an advisor to students, including organizing advisory groups, overseeing the academic and behavioral progress.
15. Teach a multi-model approach.

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16. Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
 17. Maintains a high standard for student conduct. Protects the due process rights of students. Helps Instructors with discipline concerns.
 18. Helps students and parents understand academic and behavioral objectives.
 19. Helps students think of school as a positive experience.
 20. Strives to develop a rapport with students, staff, parents and the public, and be understanding of the life challenges that students may be facing.
 21. Demonstrates expertise in instructing students.
 22. Ensures STAR testing is completed for students on caseload.
 23. Coordinates and monitors student progress toward graduation testing requirements (OGT, EOC, ACT, ect.).
 24. Writes and distributes ILP's in a timely manner for new enrollments and on a quarterly basis for assigned students.
 25. Builds appropriate, substantial relationships with assigned students.
 26. Monitors assigned student progress.
 27. Models weekly communication with all students on roster.
 28. Updates XD regularly.
 29. Accurately enters exams and scores into XD.
 30. Comments (Intervention Specialist Attributes)

Ohio Principal Evaluation System (OPES)	6.3d	<p>Implementation of Ohio Principal Evaluation System and Ohio Superintendent Evaluation System (if applicable) or alternative aligned to Ohio Standards for Principals and Ohio Standards for Superintendents.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System.</p> <p><input checked="" type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
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While BCS will not implement the Ohio Principal/Superintendent Evaluation System, the alternative evaluation system used will follow the State’s standards while also including measures that attribute to the enhancement of the desired climate and culture of the school. The Principal staff is evaluated by the New Leaf Organization leadership.

Principal Attributes

Needs Improvement | Meets Expectations | Exceeds Expectations

1. Represent the building administrative team on school district committees as assigned.
2. Assists in the process of interviewing, evaluating, and selecting new staff members
3. Assists in the determination of staff needs.
4. Hire, evaluate, and terminate staff; except that such action with respect to the administration team.
5. Assists in working with the civil authorities.
6. Implement and follow policies and procedures.
7. Assists in the development and administration of policies dealing with discipline, conduct, and attendance.

8. Implements and consistently monitors staff compliance with the school's policies and procedures. 9. Assists in determining and implementing the school's safety plan.
10. Responsible for securing the Learning Center, daily.
11. Keeps abreast of advancements in technology and assists in the improvement of software essential to the operation of the school.
12. Assists in updating office procedures. Shares knowledge and skills with appropriate staff.
13. College Credit Plus
14. Graduation ceremony coordination
15. Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
16. Helps parents and students understand academic and behavioral objectives.
17. Helps students think of school as a positive experience.
18. Provide a safe environment for learning.
19. Supports the implementation of Response to Intervention and monitors its continued implementation. 20. Prepares required reports and paperwork such as discipline reports, suspension reports, expulsion paperwork, discrimination complaints, parent communications, and other paperwork assigned.
21. Coordinate instructor, mentorship in-services
22. Works as a team member to meet the system-wide needs of the district
23. Comments (Principal Attributes)

Local Professional Development Committee	6.3d	<p>development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.</p>
<p>State law establishes Local Professional Development Committees in each school district to assist teachers with licensure. The LPDC will review the required documentation for conversion from certification to licensure and for licensure renewal. Members of the LPDC will communicate with employees periodically about their certificate/license.</p> <p>The LPDC Committee will meet on a quarterly basis. Members of the committee are to be determined.</p> <p>The LPDC Committee will review and approve (or disapprove with recommendations for resubmission) staff IPDPs, and CEUs/Professional Development that staff members submit for approval toward licensure renewal. When staff members submit for licensure renewal, Pete Bartkowiak will be responsible for approving the licensure requests, as the COO of New Leaf Organization.</p>		
Resident Educator Program	6.3d	<p>7) Discuss implementation of Ohio’s Resident Educator Program in the school (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.).</p>
<p>We have hired an instructor who is certified to be a mentor for our instructors who are in the Ohio’s Residents Educator program. We currently are not anticipating a need for the program this coming school year. When needed, we will follow the procedures provided in this link: http://www.ohioresa.com/ and the appropriate governing board policies (see below, policy 316.1).</p> <p>316.1 Ohio Resident Educator Program Policy</p>		

The School shall institute the Ohio Resident Educator Program which is a four-year, entry- level program for classroom teachers.

New Leaf shall comply with the requirements of the Program as established by the Ohio Department of Education (education.ohio.gov; “Resident Educator Program”), which shall include the following component

- (1) mentoring by teachers who hold a five-year professional license or two year provisional license that has been renewed two or more times under Ohio law;
- (2)counseling to ensure that program participants receive needed professional development; and
- (3) measures of appropriate progression through the Program.

Every New Leaf Employee who holds a Resident Educator License or an Alternative Resident Educator License issued under Ohio law must participate in the Teacher Resident Educator Program. Successful completion of the Program is required to qualify for a Professional Educator License issued under Ohio law.

R.C. 3319.223; O.A.C. 3301-24-04; 3301-24-18; 3301-24-19; 3301-24-20; 3301-24-21.

See Appendix 316.1-A Ohio Resident Educator Rules.

Professional Development Plan for Teachers	6.3d	<p>Ohio Standards for Professional Development (adopted 2015), describe the process for how the school will <i>implement</i>, and <i>evaluate</i> a differentiated professional development plan for teachers informed by student data, needs, OTES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.</p>
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Professional development will be assessed annually prior to the start of a new school year, after conducting analysis of student data, curriculum needs, analyzing required training necessary for IPDPs and/or RESSA, and determining areas of individual staff needs based on the previous years' evaluation(s).

Guidelines for Requests that Will Require Approval

- The Professional Development Request Form must be completed and submitted for consideration.
- Each request will be reviewed on a case-by-case basis.
- The staff member may be asked to present to staff, if it benefits the staff as a whole.

Initial Areas of Emphasis

- Ohio Improvement Process (OIP)
- Career Based Instruction (CBI)
- Positive Behavioral Interventions and Support (PBIS)
- Crisis Prevention Intervention (CPI)
- Job Coaching w/ Opportunities for Ohioans with Disabilities (OOD)
- Technology and Curriculum

Examples of PD for the staff would be:

ALICE Training

National Dropout Prevention Conference

Ongoing P.D. throughout the entire school year

E + R = O (Event + Response = Outcome)

Monthly School Safety Meetings

Monthly Emergency Drill (Fire, Tornado, Evacuation)

Staff PD Presentations

Implementation of PBIS

Professional Development Plan for School Leaders

6.3d

9) Using the Ohio Standards for Principals 2018, describe how the school will *develop, implement, and evaluate* a differentiated professional development plan for school leaders informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.

Professional development will be assessed annually prior to the start of a new school year, after conducting analysis of student data, curriculum needs, analyzing required training necessary for IPDPs and/or RESSA, and determining areas of individual staff as well as school wide initiatives based on the previous years' evaluation(s).

Professional development is also discussed regularly amongst school leaders, at least monthly, and data is used to help determine needs. Administrators will pursue professional development opportunities that will be beneficial to their growth as leaders and improve schoolwide culture, climate and academic needs. Additionally, all staff are encouraged to request or recommend professional development opportunities they feel would be beneficial. The School shall train all staff working with students annually on the requirements of the PBIS policy and shall keep written or electronic documentation of the type of training and the participants. The School shall have a plan on training staff working with students, as necessary, to implement PBIS on a system-wide basis. The School shall ensure that an adequate number of personnel in each building are trained in crisis management and de-escalation techniques and that their training is kept current.

<p>School Calendar</p>	<p>6.3.1</p>	<p>9) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and ODE. Once the calendar is approved, changes can only be made for limited reasons with approval of the sponsor and ODE, and may require a corrective action plan.</p>
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Bell Schedule	6.3.1	<p>10) Provide the school's proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provided, such as after-school tutoring, include these on the schedule.</p>
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Buckeye Community School - London will not follow a traditional school model bell schedule. Each Instructor works with each student, and their parent if under age 18, to determine the place, pace and path of learning. This information is incorporated into the students' Individual Learning Plans (ILPs). The school will be open to students during regular business hours of 8:00 a.m. - 3:30 p.m., with extended business hours of 8:00 a.m. - 7:00 p.m. offered two to three days per week, revolving, based on our students' needs. The school will also provide instruction to students at alternate sites (public facilities, such as a library) to accommodate for difficulties traveling to London if a student should move to another city in Ohio where BCS is not located. If the student cannot come to us, we will go to them. Schedules will be determined and posted on the website and included in student enrollment packets. The when and where each student will meet with their instructor(s) will be discussed and determined on an individual basis when developing the student's Individual Learning Plan (ILP), should the student utilize credit flexibility.

Small group instruction and 1:1 instruction will occur daily during the regular business hours. Math, English Language Arts, and Science labs are available during regular business hours from 9:00 a.m. - 3:30 p.m., as well as specially designed instruction labs for students on an individualized education plan (IEP). Instruction/services are also provided upon request for alternate times if a student is unable to attend during regular hours of operation.

Buckeye Community School - London will remain open, with reduced hours of operation, during the summer months for all students wishing to continue their academic progress. Attendance during this time is voluntary and not subject to attendance requirements. Instructors will be available to provide direct instruction from 9:00 a.m. - 2:30 p.m. Tuesday, Wednesday, Thursday. Instructors may choose to work over the summer months, or not. The instructors who volunteer to

work summer months will work together to create their schedules and opportunity will be divided equally based on the number of available days. State testing opportunities offered during summer months will also be made available to students.

6.3e Prevention and Intervention Policy *A Comprehensive System of Learning Support Guidelines, an Ohio State Board of Education approved document* (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students.

<https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx>

Appropriate implementation of the guidelines will result in school meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions. Please provide strong evidence and specific details to address the items below.

Prevention and Intervention Plan	6.3.2	<p>1) Describe a whole-child model for meeting students needs related to health, safety, engagement, personalized learning and prepared for success.</p> <p>2) Describe the school's multi-tiered educational services policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing academic and/or behavior problems, and address the needs of <u>ALL</u> students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).</p>
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Whole Child Model:

The conversation with the student and family begins at enrollment. Included in the enrollment packet is a survey that helps determine what barriers the student has or is currently facing. We believe that academic success is nearly impossible when circumstances such as those that lead the student to our school are unaddressed. Through hired school staff or utilization of community resource referrals, we will assist with medical necessities. We will work with the police and sheriff departments to assist in the creation and implementation of our school safety plan. When the student feels safe

and their basic needs are met, we have begun the re-engagement process. Each student and their family works with their assigned instructor to create their Individual Learning Plan (ILP) within ten days of enrollment, and the plan is updated quarterly. This comprehensive plan includes the when, where and how they will receive instruction (although this is flexible to accommodate needs), graduation pathways, seals, detailed course information, and the student's progress toward their academic and future goals.

Throughout a student's enrollment at BCS, we will work to establish and maintain appropriate, positive relationships with the students and their families. These positive relationships and the resulting ongoing communication helps to determine each individual student's needs moving forward, keeps the student engaged and motivated to move forward.

English Language Learners:

Students will be screened upon enrollment to determine if there is a need for them to receive English Learner (EL) services and if an accommodation is required for state testing purposes. EL services increase the acquisition of academic English and English literacy in students identified as Limited English Proficient (LEP), by providing targeted instruction and services. We will also monitor progress of students who have obtained Fully English Proficient (FEP) status for two years. We will utilize state and federal guidelines to maximize each student's potential.

Gifted:

Gifted students are offered the opportunity to earn college credits during their high school enrollment through the College Credit Plus (CCP) program. An honors diploma and seal may also be obtained.

Lowest Achieving:

The technology used to monitor student progress makes it easy to determine if a student is struggling with course content. By analyzing this data, students may be referred to the Intervention Assistance Team (IAT) to more closely monitor the student's progress, determine why the student is struggling, and offer appropriate assistance.

Students working with the instructors utilize some, or all, of the instructional practices listed above. Those students who continue to struggle on their coursework will be referred to the Intervention Assistance Team (IAT) for a deeper look into what may be causing their lack of progress. During the IAT process data is gathered by the instructor that is related to specific areas of academic concern. In addition, the parent completes a packet that provides background information, medical history, social history, or other areas that could cause a disruption in the learning process. Oftentimes, we see environmental factors that cause students to struggle academically. Students can work through these difficult times with accommodations on a temporary basis. Entrance into the IAT process allows the team to get a comprehensive view of the student to analyze all areas of academic achievement.

Through the IAT process, the team will determine if a disability is suspected or not. For those students in which we do not suspect a disability, interventions and accommodations can be provided on as needed basis. Students may struggle in certain academic areas, while they excel in others.

Positive Behavior Intervention System (PBIS):

The School shall establish an evidence-based school wide system of positive behavioral interventions and supports that will apply in all settings to all students and staff. The system shall include family involvement.

The School shall train staff to: (A) identify conditions such as where, under what conditions, with whom, and why specific inappropriate behavior may occur; and (B) conduct preventive assessments which include: (1) a review of existing data; (2)

interviews with parents, family members, and students; and (3) examination of previous and existing behavioral intervention plans.

Based on the assessment data, the School shall develop and implement preventative behavioral interventions that (A) modify the environmental factors that escalate the inappropriate behavior; (B) support the attainment of appropriate behavior; and (C) use verbal de-escalation to defuse potentially violent dangerous behavior.

6.4a Goals and Performance Indicators

The school will be required to show progress toward meeting the goals established in its OIP School Improvement Plan. The OIP School Improvement Plan will be reviewed at monthly board meetings and updated as needed. Revised plans will be submitted to the Sponsor.

Schools newly chartered with Charter School Specialists will establish an OIP School Improvement Plan by September 30th.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.

6.5 Assessment Plan The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

<p>Nationally Normed Assessment</p>	<p>6.5</p>	<p>1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, ODE approved standardized testing tool. It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30th of each year.</p>
<p>All students are required to take the STAR tests in reading and math on two occasions during the school year, if the length of their enrollment dictates the need. Students will be required to take the STAR test upon enrollment and again after approximately thirteen weeks. Each testing window for the STAR test is another opportunity to meet the state requirement for participation in STAR testing. These computer-based assessments measure student growth in a subject area over time, and may be administered more frequently.</p> <p>Because the STAR is required by the State for all dropout prevention schools, we use this test along with other diagnostic data to help determine growth or lack of growth in math and reading. With our students being required to participate in multiple State tests, we feel it inappropriate to add to those requirements for every student.</p>		
<p>Ohio's State Assessments</p>	<p>6.5</p>	<p>2) All required state assessments must be included in the school's assessment blueprint and calendar. Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and Ohio</p>

		<p>Improvement Process (OIP) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.</p>
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All students must participate in state-required testing. STAR, End of Course Testing (EOC), and the ACT are required assessments that measure students in core subject areas.

They are aligned to Ohio's academic content standards, which were adopted by the State Board of Education in language arts, mathematics, science and social studies. Students may be given WorkKeys assessments, if appropriate, to satisfy requirements for alternate pathways to graduation.

We follow the testing calendar provided by the Ohio Department of Education. We schedule and provide to students and families a calendar with days and locations that students may complete the testing requirements, this will also be posted on the school website. Instructors will text and email their students this information and send reminders to test. Notifications will be sent to families through the Dial My Calls system no later than two weeks in advance of an in-person test. The Dial My Calls notification will let the family know that there is upcoming testing and refer them to the website for more information.

The material tested in high school depends on the classes in which a student is enrolled at the time, but a total of seven end-of-course exams will be completed by graduation (flexibilities offered by legislation due to COVID-19 will be utilized). Students must earn 18 total points on these exams in order to graduate through the primary pathway, with each test being scored on a scale of one to five. The first window of the school year is intended for retaking exams from prior school years and for classes completed during the first semester. The second window is for exams associated with year-long classes of the current school year, and students may retake previous exams in the pursuit of higher scores. Exams will be given at offsite

locations around the State of Ohio (i.e. are public libraries, Goodwill training sites, Chamber of Commerce, and Salvation Army locations) for students who will be unable to utilize the main school location.

In addition, all 11th-grade students are required to take the ACT college entrance exam. This is offered free-of-charge at the district level. The results may be used in the college application process and as a pathway to graduation if a "remediation-free" score is earned. Students are required to come to a location established by the school to complete the ACT.

Ohio Graduation Tests (OGT) will continue to be offered for students who were originally a part of the Class of 2017 or older. OGTs will be administered throughout the school year until the student passes all five parts of the test. Students are only required to retake those parts of the test they have not yet passed.

When student results are received from the Ohio Department of Education, they will be updated in the SIS software (XD), noted in the student Individual Learning Plan (ILP) for discussion with the student and parent(s)/guardian(s), and shared with the Board at regularly scheduled meetings. The data will be used to develop and monitor the Ohio Improvement Process (OIP) goals and strategies.

Formative Assessments

6.5

3) Describe the process for developing formative assessments that includes gauges of all learning domains (social-emotional), sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.

With creating our curriculum, we are able to meet, discuss, update, or change assessments each year. This allows for changes to the assessments based on changes to state standards and research-based models. We have the ability to improve what we currently have. To look at the data for each class to assure that the appropriate assessments are being administered, we use SIS software (XD) and Gradecam reports to monitor the data. The item analysis report allows us to look at the

performance of certain questions in each class and the indicators for the unit's report will allow us to show the results for the related indicators for each course. We also have the ability to adjust to changes in End of Course state testing from year to year.

Instructors regularly monitor each student's progress, in every course while grading as well as overall progress, by utilizing data obtained through XD (our student information system) and GradeCam. XD and GradeCam allow Instructors to easily identify areas of academic weakness so that appropriate instruction can be provided to build on each skill that needs improvement. STAR test and state mandated testing results are also evaluated after each testing period to better understand the student's academic growth and progress toward graduation. Which graduation pathway the student considers and ultimately follows is a result of careful monitoring of the student progress, targeted instruction, and updated regularly in the Individual Learning Plan (ILP).

Non-Academic Measures	6.5	4) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.
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We start the enrollment process with the student completing a career goals document that asks a series of questions to gain an understanding of where they are coming from and where they see themselves one, five, 10 years from now. Based on this information that we receive, the student, family and teacher will develop the individualized learning plan, ILP (we provided an example as part of curriculum future success 6.3b, question 7). Every subsequent quarter of the school year, the ILP is updated and reviewed by the student and family and any changes in regards to their educational pathway or their postsecondary plan can be adjusted on the ILP. This provides feedback at least four times during the school year to be sure

that the student family and the school are aligned on the direction and the support needed from the school for the student to be successful.

Diverse Measures of Student Performance

6.5

5) Identify diverse ways to measure student performance beyond standardized assessments that include tools such as student portfolios, capstone projects, presentations or performance-based assessments.

Student Engagement is key to improved student outcomes and success. If students aren't engaged, then they aren't improving and there is little to no student achievement. With this in mind, this is how we track student engagement through the documentation of assessments.

Participation is defined by completion of tasks, exams or assignments in each student's assigned course(s). Grade books are kept by the instructors, illustrating which assigned tasks are completed and when, along with the grade received. For students using credit flexibility, the student must master every examination (by scoring at least 75%). If a passing score is not achieved on the first attempt, the student will retake an exam covering the same content material until mastery is achieved.

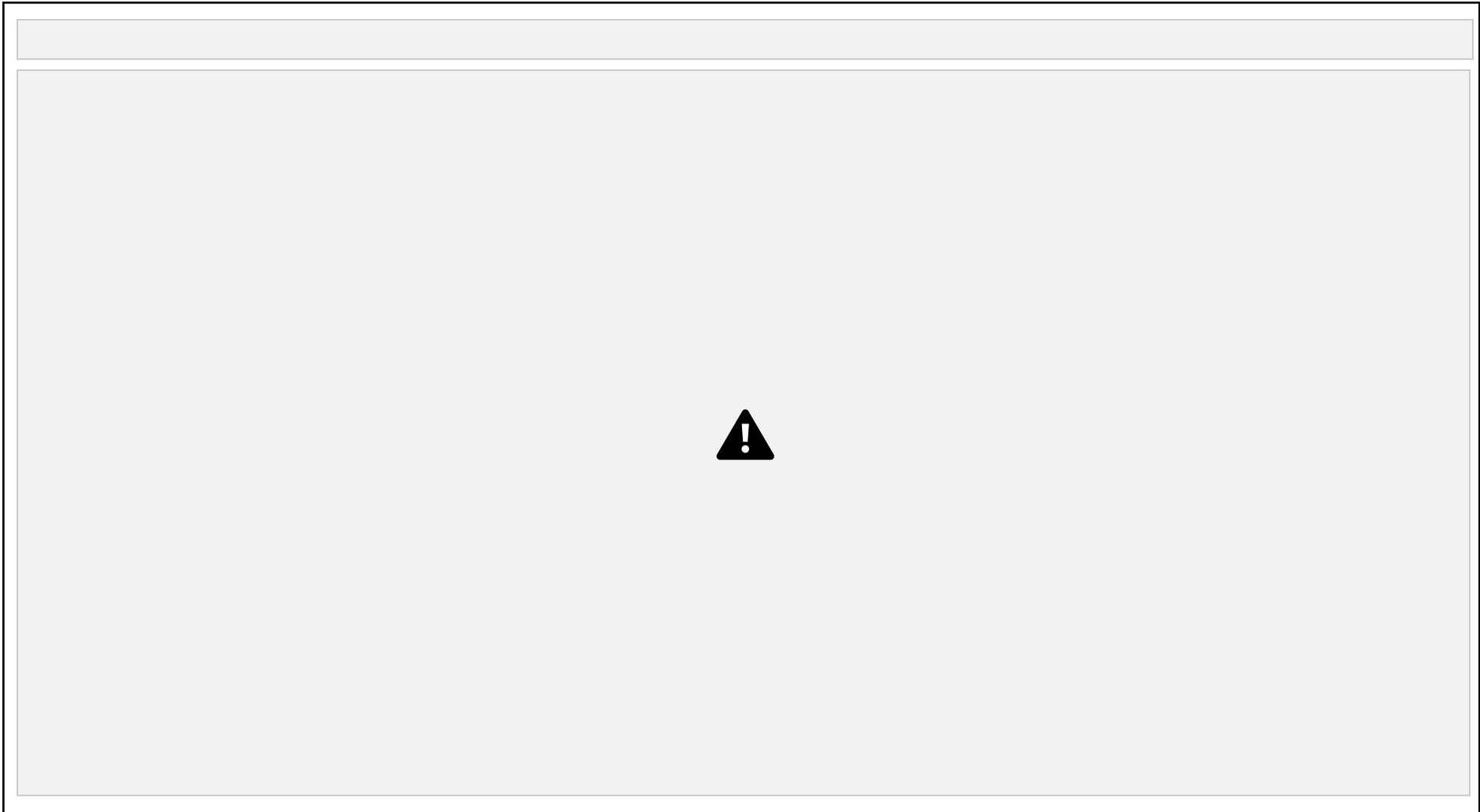
Upon enrollment, the instructor and student [along with the parent/guardian, if the student is under age eighteen (18), develop an Individualized Learning Plan (ILP)]. The ILP includes detailed course descriptions which gives an overall description as well as the amount of time each task/exam/assignment typically takes to complete. Each student is expected to complete assignments on a regular basis, while maintaining communication with their instructor, so areas of need may be addressed as soon as possible and forward progress can continue. ILPs are updated on a quarterly basis.

Course descriptions are also included in each courses' examination booklet, ensuring the student and their guardians understand what is expected before they begin a new course.

8.1 Organization and Staffing

Personnel and understanding of roles and responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.

Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).
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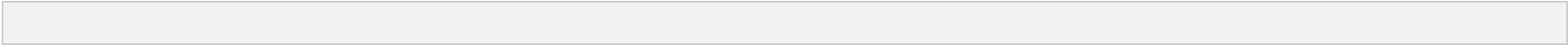
Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech and language pathologist, school psychologists, etc.), e) other. <i>Please only include job titles.</i>
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FOR ALL POSITIONS

Principles of Professional Conduct:

All staff must adhere to following principles of professionalism to ensure that the relationships between and among those in the education process foster personal and educational growth, individual well-being, positivity, and a nurturing educational environment centered on respectful, learning-focused engagement by staff and students alike.

- Value the worth and dignity of every person, including staff, students, parents, the public, and yourself; the pursuit of truth; devotion to excellence; acquisition of knowledge; and the nurture of a professional environment. Essential to the achievement of these standards are the freedom to learn and to teach bearing in mind the different types of learning styles and the guarantee of equal opportunity for all.
- Exercise the professional judgment and integrity in decision-making with one primary concern in mind at all times: the development of each student's academic and social potential.
- Maintain respect for and the confidence of colleagues, students, parents, and the public while striving to achieve, including through the sustaining of the highest degree of ethical conduct.
- Communicate in a manner that demonstrates the value of others that focuses on helping students understand the relationship between the subjects they are learning and the importance of education to their quality of life, helps students understand their personal responsibility for setting their own goals and academic and vocational success, and shows a commitment and interest in their successes.
- Be engaged and present in your demeanor, actions, and speech to build a positive rapport with students, staff, parents, and the public.

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- Collaborate with others in a positive manner, including when under pressure, and maintain and demonstrate a sense of humor, humility, and empathy. Passive-aggressive conduct, backstabbing, gossiping, and similar conduct is negative and counterproductive to not only the educational experience but also the workplace experience. It is your responsibility to set an example of appropriate, professional, and respectful workplace and adult conduct for the students as you are just as much a role model as educator.

PRINCIPAL

Responsibilities:

- Pursue the vision and execute the mission of the school.
- Assists in the establishment of goals and objectives for the school.
- Provides leadership in planning, implementing and evaluating instructional programs.
- Represent the building administrative team on school district committees as assigned.
- Assists in the process of interviewing, evaluating, and selecting new staff members.
- Assists in the determination of staff needs.
- Assists in working with individual staff needs.
- Supervise and observe all instructional practices in the school, including coaching and mentoring directly or through other staff and/or professional development programs.
- Hire, evaluate, and terminate staff; except that such action with respect to the Chief Operations Director position shall be subject to review and/or approval by the Board of Trustees.
- Evaluate personnel and assist in the determination of goals to improve performance.
- Prepare formal evaluations as directed by Board policy and administrative regulations.
- Assists in working with the civil authorities.
- Implement and follow policies and procedures.
- Accept and incorporate feedback and coaching from administrative staff and consultants.
- Assists in the development and administration of policies dealing with discipline, conduct, and attendance. ● Implements and consistently monitors staff compliance with the school's policies and procedures. ● Assists in determining and implementing the school's safety plan.
- Responsible for securing the Learning Center, daily.

- Provide a safe environment for learning. ● Keeps abreast of advancements in technology and assists in the improvement of software essential to the operation of the school.
- Assists in updating office procedures. Shares knowledge and skills with appropriate staff.
- College Credit Plus.
- Graduation ceremony coordination.
- Protects the confidentiality of privileged information.
- Reports evidence of suspected child abuse, as required by law.
- Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
- Helps parents and students understand academic and behavioral objectives.
- Helps students think of school as a positive experience.
- Strives to develop a rapport with students, staff, parents and the public and be understanding of the life challenges that students may be facing.
- Ability to collaborate, work well under pressure, and maintain a sense of humor and humility.
- Perform all other duties as assigned.

ENGLISH INSTRUCTOR

Responsibilities:

- Teaches content and skills in English language, literature, composition, reading, and journalism to high school students, utilizing curriculum designated by Buckeye Community School - London.
- Along with the curriculum director, adapts English material and methods to develop relevant sequential assignments and lesson plans that guide and challenge students.
- Evaluates academic and social growth of students, prepares grade cards, keeps an appropriate record of communication with students, checklists, census forms, and other record keeping activities as necessary.
- Assist with the facilitation of state testing.
- Grade student exams.
- Encourages students to think independently and to express original ideas.
- Evaluates each student's progress in meeting the course standards for English skills (listening, speaking, reading and writing).
- Maintain and enrich their expertise in the subject area they will teach.
- Provide direct and indirect instruction.
- Long and short-term planning addressing individual needs of students.
- Prepare students adequately for all required assessments.
- Evaluate students' progress.
- Prepare at least quarterly individual student achievement reports for parents.
- Provide an inviting, exciting, innovative, learning environment.

- Engage in effective and appropriate Learning Center management. ● Accept and incorporate feedback and coaching from administrative staff and consultants. ● Serve as an advisor to students, including organizing advisory groups, overseeing the academic and behavioral progress.
 - Protects the confidentiality of privileged information.
 - Reports evidence of suspected child abuse, as required by law.
 - Maintains a high standard for student conduct. Protects the due process rights of students. Helps teachers with discipline concerns.
 - Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
 - Helps students and parents understand academic and behavioral objectives.
 - Helps students think of school as a positive experience.
 - Strives to develop a rapport with students, staff, parents and the public and be understanding of the life challenges that students may be facing.
 - Ability to collaborate, work well under pressure, and maintain a sense of humor and humility. ●
- Perform all other duties as assigned.

MATH INSTRUCTOR

Responsibilities:

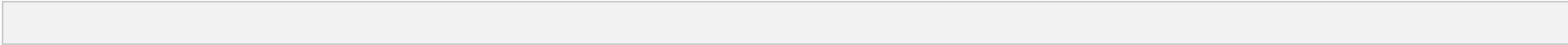
- Maintain and enrich their expertise in the subject area they will teach.
- Provide direct and indirect instruction.
- Along with the curriculum director, adapts Math materials and methods to develop relevant sequential assignments and lesson plans that guide and challenge students.
- Long and short-term planning addressing individual needs of students.
- Prepare students adequately for all required assessments.
- Evaluate students' progress.
- Evaluates academic and social growth of students, prepares grade cards, keeps an appropriate record of communication with students, checklists, census forms, and other record keeping activities as necessary.
- Assist with the facilitation of state testing.
- Grade student exams.
- Prepare individual learning plans for each student upon enrollment and each subsequent quarter.
- Provide an inviting, exciting, innovative, learning environment.
- Engage in effective and appropriate Learning Center management.
- Accept and incorporate feedback and coaching from administrative staff and consultants.

- Serve as an advisor to students, including organizing advisory groups, overseeing the academic and behavioral progress.
 - Protects the confidentiality of privileged information.
 - Reports evidence of suspected child abuse, as required by law.
 - Maintains a high standard for student conduct. Protects the due process rights of students. Helps teachers with discipline concerns.
 - Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
 - Helps students and parents understand academic and behavioral objectives.
 - Helps students think of school as a positive experience.
 - Strives to develop a rapport with students, staff, parents and the public and be understanding of the life challenges that students may be facing.
 - Ability to collaborate, work well under pressure, and maintain a sense of humor and humility. ●
- Perform all other duties as assigned.

PHYSICAL EDUCATION INSTRUCTOR

Responsibilities:

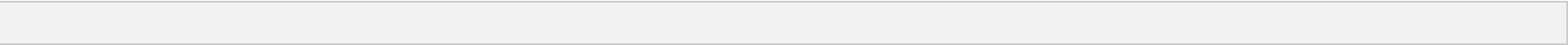
- Maintain and enrich their expertise in the subject area they will teach.
- Along with the curriculum director, adapts Physical Education material and methods to develop relevant sequential assignments and lesson plans that guide and challenge students.
- Provide direct and indirect instruction.
- Evaluates academic and social growth of students, prepares grade cards, keeps an appropriate record of communication with students, checklists, census forms, and other record keeping activities as necessary.
- Long and short-term planning addressing individual needs of students.
- Prepare students adequately for all required assessments.
- Evaluate students' progress.
- Prepare individual learning plans for every student upon enrollment and for each subsequent quarter.
- Provide an inviting, exciting, innovative, learning environment.
- Engage in effective and appropriate Learning Center management.
- Accept and incorporate feedback and coaching from administrative staff and consultants.
- Serve as an advisor to students, including organizing advisory groups, overseeing the academic and behavioral progress.
- Protects the confidentiality of privileged information.
- Reports evidence of suspected child abuse, as required by law.

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- Maintains a high standard for student conduct. Protects the due process rights of students. Helps teachers with discipline concerns.
 - Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
 - Helps students and parents understand academic and behavioral objectives.
 - Helps students think of school as a positive experience.
 - Strives to develop a rapport with students, staff, parents and the public and be understanding of the life challenges that students may be facing.
 - Ability to collaborate, work well under pressure, and maintain a sense of humor and humility. •
- Perform all other duties as assigned.

SOCIAL STUDIES INSTRUCTOR

Responsibilities:

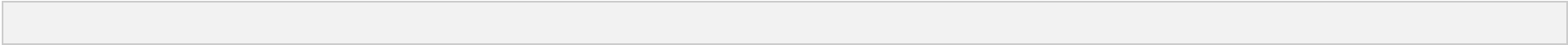
- Maintain and enrich their expertise in the subject area they will teach.
- Along with the curriculum director, adapts Social Studies material and methods to develop relevant sequential assignments and lesson plans that guide and challenge students.
- Provide direct and indirect instruction.
- Evaluates academic and social growth of students, prepares grade cards, keeps an appropriate record of communication with students, checklists, census forms, and other record keeping activities as necessary.
- Long and short-term planning addressing individual needs of students.
- Prepare students adequately for all required assessments.
- Evaluate students' progress.
- Prepare individual learning plans for every student upon enrollment and for each subsequent quarter.
- Provide an inviting, exciting, innovative, learning environment.
- Engage in effective and appropriate Learning Center management.
- Accept and incorporate feedback and coaching from administrative staff and consultants.
- Serve as an advisor to students, including organizing advisory groups, overseeing the academic and behavioral progress.

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- Protects the confidentiality of privileged information. ● Reports evidence of suspected child abuse, as required by law.
 - Maintains a high standard for student conduct. Protects the due process rights of students. Helps teachers with discipline concerns.
 - Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
 - Helps students and parents understand academic and behavioral objectives.
 - Helps students think of school as a positive experience.
 - Strives to develop a rapport with students, staff, parents and the public and be understanding of the life challenges that students may be facing.
 - Ability to collaborate, work well under pressure, and maintain a sense of humor and humility. ●
- Perform all other duties as assigned.

SCIENCE INSTRUCTOR

Responsibilities:

- Maintain and enrich their expertise in the subject area they will teach.
- Along with the curriculum director, adapts Science material and methods to develop relevant sequential assignments and lesson plans that guide and challenge students.
- Provide direct and indirect instruction.
- Evaluates academic and social growth of students, prepares grade cards, keeps an appropriate record of communication with students, checklists, census forms, and other record keeping activities as necessary.
- Long and short-term planning addressing individual needs of students.
- Prepare students adequately for all required assessments.
- Evaluate students' progress.
- Prepare individual learning plans for every student upon enrollment and for each subsequent quarter.
- Provide an inviting, exciting, innovative, learning environment.
- Engage in effective and appropriate Learning Center management.
- Accept and incorporate feedback and coaching from administrative staff and consultants.
- Serve as an advisor to students, including organizing advisory groups, overseeing the academic and behavioral progress.
- Protects the confidentiality of privileged information.
- Reports evidence of suspected child abuse, as required by law.

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- Maintains a high standard for student conduct. Protects the due process rights of students. Helps teachers with discipline concerns.
 - Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
 - Helps students and parents understand academic and behavioral objectives.
 - Helps students think of school as a positive experience.
 - Strives to develop a rapport with students, staff, parents and the public and be understanding of the life challenges that students may be facing.
 - Ability to collaborate, work well under pressure, and maintain a sense of humor and humility. •
- Perform all other duties as assigned.

INTERVENTION SPECIALIST

Responsibilities:

- Assists the special education student in making an assessment of his/her abilities and in establishing educational and vocational occupational goals in keeping with these abilities.
- Completes necessary reports and record keeping as required by federal, state, and local policies and procedures. ● Participates in professional growth activities through staff development, inservice, workshops, and higher education.
- Must obtain HQT status in all core subject areas by the start of year two at BCS.
- Maintain and enrich their expertise in the subject areas they will teach.
- Provide direct and indirect instruction.
- Evaluates academic and social growth of students, prepares grade cards, keeps an appropriate record of communication with students, checklists, census forms, and other record keeping activities as necessary.
- Long and short-term planning addressing individual needs of students.
- Prepare students adequately for all required assessments.
- Evaluate students' progress.
- Prepare at least quarterly individual student achievement reports for parents.
- Provide an inviting, exciting, innovative, learning environment.
- Engage in effective and appropriate Learning Center management.

- Accept and incorporate feedback and coaching from administrative staff and consultants. ● Serve as an advisor to students, including organizing advisory groups, overseeing the academic and behavioral progress.
- Teach a multi-model approach.
- Protects the confidentiality of privileged information.
- Reports evidence of suspected child abuse, as required by law.
- Maintains a high standard for student conduct. Protects the due process rights of students. Helps teachers with discipline concerns.
- Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
- Helps students and parents understand academic and behavioral objectives.
- Helps students think of school as a positive experience.
- Strives to develop a rapport with students, staff, parents and the public, and be understanding of the life challenges that students may be facing.
- Ability to collaborate, work well under pressure, and maintain a sense of humor and humility.
- Perform all other duties as assigned.

ATTENDANCE SPECIALIST

Responsibilities:

- Serves as a liaison between assigned schools and such agencies as social services, court services, and the police department regarding student truancy.
- Initiates legal proceedings to enforce compulsory attendance laws; prepares information for informal/formal hearings/court cases; and represents the school at court interagency staffing and in the courtroom. • Provides families with information related to the needs of their child and acts as a resource to parents/guardians by providing family support activities and communicating the importance of school attendance.
- Maintains necessary records ensuring confidentiality of students and their families and prepares related reports. • Monitoring student attendance.
- Identify students who are not meeting attendance requirements.
- Develop and maintain a visitation strategy that will allow all identified students to be visited on a weekly basis. • Conduct weekly home visits with identified students.
- Prepare Home Visit Reports.
- Update Activity Journal in XD.
- Forward Home Visit Reports to BCS personnel and appropriate county contacts.

- Refer Truant Students to appropriate county Juvenile Courts for Informal Attendance Meetings and/or Truancy Hearings.
- Make recommendations to the principal for student withdrawals related to failure to meet attendance requirements.
- Attend Informal Attendance Meetings and/or Truancy Hearings for BCS students as scheduled by county Juvenile Courts.
- Withdraw students from XD as approved by the superintendent and notify the student, family, and home school district as appropriate. The withdrawal of students will follow the policies and procedures established by the school in accordance with state law.
- Maintains a high standard for student conduct. Protects the due process rights of students. Helps teachers with discipline concerns.
- Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
- Helps students and parents understand academic and behavioral objectives.
- Helps students think of school as a positive experience.
- Strives to develop a rapport with students, staff, parents and the public and be understanding of the life challenges that students may be facing.
- Accept and incorporate feedback and coaching from administrative staff and consultants.
- Ability to collaborate, work well under pressure, and maintain a sense of humor and humility.
- Perform all other duties as assigned.

ENROLLMENT SPECIALIST

Responsibilities:

- Maintains confidentiality of student records in compliance with the Family Education/Rights and Privacy Act (FERPA). • Enters data; extracts application information, determines missing credentials, initiates a hold on student records. • Mails requested materials to potential students; provides admissions and registration information; compiles, analyzes and inputs data required for state reporting; determines residency status; requests and analyzes appropriate documentation.
- Maintains confidentiality of information exposed to in the course of business regarding students, supervisors or other employees.
- Establish presence in the community for outreach and recruiting purposes.
- Provide enrollment counseling for incoming students and families.
- Serve as liaison to parents and facilitate parent education and involvement.
- Establish rapport with local and regional high schools and/or colleges.
- Consults with new students and families to facilitate the enrollment process.
- Maintains calendar of new enrollments.

Schedules new enrollment meetings. • Communicates with the previous school district to obtain all student records and files.

- Organizes and maintains complete and accurate student records and reports, as required by law, board policy or administrative directive.
 - Travel to areas outside of the Learning Center to complete the enrollment process.
 - Assist new students in enrolling in their first subject.
 - Keeps abreast of advancements in technology and assists in the improvement of software essential to the operation of the school.
 - Protects the confidentiality of privileged information.
 - Reports evidence of suspected child abuse, as required by law.
 - Maintains a high standard for student conduct. Protects the due process rights of students. Helps teachers with discipline concerns.
 - Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
 - Helps students and parents understand academic and behavioral objectives.
 - Helps students think of school as a positive experience.
 - Strives to develop a rapport with students, staff, parents and the public, and be understanding of the life challenges that students may be facing.
 - Accepts and incorporates feedback and coaching from administrative staff and consultants. ●
- Ability to collaborate, work well under pressure, and maintain a sense of humor and humility. ●
- Perform all other duties as assigned.

EMIS COORDINATOR

Responsibilities:

- Coordinates the daily operation of the Student Information Services systems.
- Provide support, training, and structure for student information system users.
- Supervise and coordinate the school EMIS reporting process.
- Assist in complying with state EMIS reporting requirements to ensure proper funding and accurate Local Report Cards. ●
Coordinate the development of databases and/or data warehouses to store and analyze student data (e.g., testing data, forms)
- Maintains and assists in reporting students data to the state on a time following the state reporting periods. ●
Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
- Helps students and parents understand academic and behavioral objectives.
- Helps students think of school as a positive experience.
- Strives to develop a rapport with students, staff, parents and the public.
- Ability to collaborate, work well under pressure, and maintain a sense of humor and humility.
- Perform all other duties as assigned.

SCHOOL PSYCHOLOGIST Responsibilities:

- Chairs multifaceted evaluation process for special education services in compliance with IDEA and Ohio's Operating Standards.
- Completes standardized testing for multifaceted evaluation and compiles evaluation team report for the evaluation team.
- Organizes and maintains complete and accurate student records and reports, as required by law, board policy or administrative directive.
- Keeps abreast of advancements in technology and assists in the improvement of software essential to the operation of the school.
- Refers to and collaborates with related services professionals to meet student needs.
- Provides consultation for BCS staff and BCS students/families regarding academic, cognitive, adaptive, social-emotional, and behavioral needs of BCS students.
- Coordinates Intervention Assistance Team process in collaboration with principal, vice principal, family liaison, and teaching staff.
- Assists in crisis response planning and crisis response.
- Provides Functional Behavior Assessments (FBA) and Behavior Intervention Plans (BIP) for special education students.
- Completes 504 Plan evaluations and assists Intervention Specialists in development of 504 Plan for students meeting eligibility under the Section 504 of Rehabilitation Act.
- Assists in updating office procedures. Shares knowledge and skills with appropriate staff.

- Organizes and maintains record keeping systems that ensure the safe retention of student documents and data for the maximum period specified by board policy and state law.
- Accept and incorporate feedback and coaching from administrative staff and consultants.
- Protects the confidentiality of privileged information.
- Reports evidence of suspected child abuse, as required by law.
- Interprets EMIS & SOES reporting requirements.
- Communicates high expectations for students. Helps students understand the relationship between subjects and why learning is important. Helps students understand their personal responsibility for setting goals and achieving academic and vocational success. Shows an active interest in their progress.
- Helps parents and students understand academic and behavioral objectives.
- Assists and supports the coordination of proficiency testing programs.
- Coordinates Intervention Assistance Team in cooperation with principal, family liaison, and teaching staff (e.g. following up with students and families, screening/testing, obtaining documentation/records, developing intervention plans, monitoring progress, coordinating meetings with student, family, and BCS staff).
- Assists in crisis response planning and crisis response.
- Participates in a variety of meetings, workshops, and committees for the purpose of conveying and/or gathering information required to perform functions and maintain knowledge of program guidelines and best practices. ● Helps students think of school as a positive experience.
- Strives to develop a rapport with students, staff and parents and the public and to be understanding of the life challenges that students may be facing.
- Processes student reports from the Ohio Department of Education and makes necessary corrections. ● Ability to collaborate, work well under pressure, and maintain a sense of humor and humility.

- Perform all other duties as assigned.

Recruitment and Retention Plan	8.1	3) Describe the plan to recruit, retain and train highly qualified personnel including how the school will meet the goals identified in Ohio’s 2015 Plan for Equity at ODE’s website at: https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx .
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All instructors will be highly qualified and properly licensed by the State of Ohio. We are following Ohio’s 2015 Plan for Equity:

<https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx>.

Recruitment of Staff

The School is committed to making hiring decisions that are based on finding the best possible, highly qualified teachers that conform to the School mission, vision and goals. All available job postings are listed through the school’s website, ODE website and other select online educational job posting forums, publications, and through community and organizational job boards, if applicable. The School seeks to recruit qualified candidates that reflect the demographic profile of the students and places job postings in target community areas with diverse populations.

During the hiring process, qualified candidates are screened by a building level team that typically includes the Principal, Special Education Director, and a similar content area instructor, if possible/applicable. Candidates are interviewed and

evaluated using a common interview questionnaire and the individual results of the interview team are compared. Candidates are asked to provide references upon interviewing, which may be contacted for further input either before or after the first formal interview.

All candidates and hires are evaluated to determine if they can adequately meet the requirements of the position outlined in the above sections. Additionally, all teaching hires must have a valid Ohio teaching license and all employees must possess clean FBI, BCI background checks completed before beginning the job.

Retention of Staff

To retain high quality personnel, the school is committed to utilizing professional development programs that are appropriate for our school model. Typically, professional development focuses on improving leadership skills for teachers, modeling best practices for our students, and mentoring.

The weekly wraparound team meetings and Response-to-Intervention meetings serve as building level PLCs. These meetings focus on student social/emotional intervention, best practices and integration of strategies for students who are not meeting expectations. Teachers communicate daily to students not attending traditionally via email, assigned work cell phones, and scheduled meetings to monitor student progress. Monthly Building Level Leadership Team meetings reserve time to discuss any outstanding student issues.

Further, members of the Building Level Leadership Team, in conjunction with the LPDC building chairperson, meet regularly with all teachers whose licenses fall under the Residency Program for new educators. All teachers whose licenses fall under the residency license requirements will be provided with a trained mentor that follows the protocols for the Resident Educator Program.

All staff members are hired at competitive salaries with the opportunity to participate in a sound health insurance program and make contributions to STRS/SERS. Staff members are also encouraged to maintain open lines of communication with the building administration. The school practices an open-door policy where the building leadership is available to staff to discuss any suggestions or concerns that could help improve the School and its students.

Equitable Access to Excellent Educators

To prevent “ineffective teachers,” throughout the school year, instructional staff will be engaged in High Quality Professional Development activities focused around our instructional methods, data driven decisions based upon formative and summative assessments. Teachers will engage in leadership opportunities throughout the building in order to promote commitment to the School and the students.

The School will engage in the search for **experienced** and Highly Qualified Teachers through avenues such as Job and Career Fairs focused specifically on highly qualified educators, online searches and recruiting methods, partnerships with local colleges and universities, and through word of mouth from our currently satisfied teachers. The School will utilize community organizations, minority civic and professional groups, and diverse media outlets to engage staffing applicants that reflect the minority population of the students.

Student/Teacher Ratios	8.1	4) State the student/teacher ratios for the school. <i>Ratios can be no more than 29 students to 1 teacher (29:1).</i>
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Due to the unique structure of our school model to serve the students, we have a student/teacher face-to-face ratio 29:1; however, those learning remotely or through the credit flex option will not exceed the average of 37:1 ratio. In this model the instructor is only working and supporting those students assigned to them. As our instructors are also mentors, coaches and

the “go to” person for the student. We will consistently add instructors to satisfy that ratio as students continue to enroll throughout the school year.

Staffing Plan for Projected Enrollment

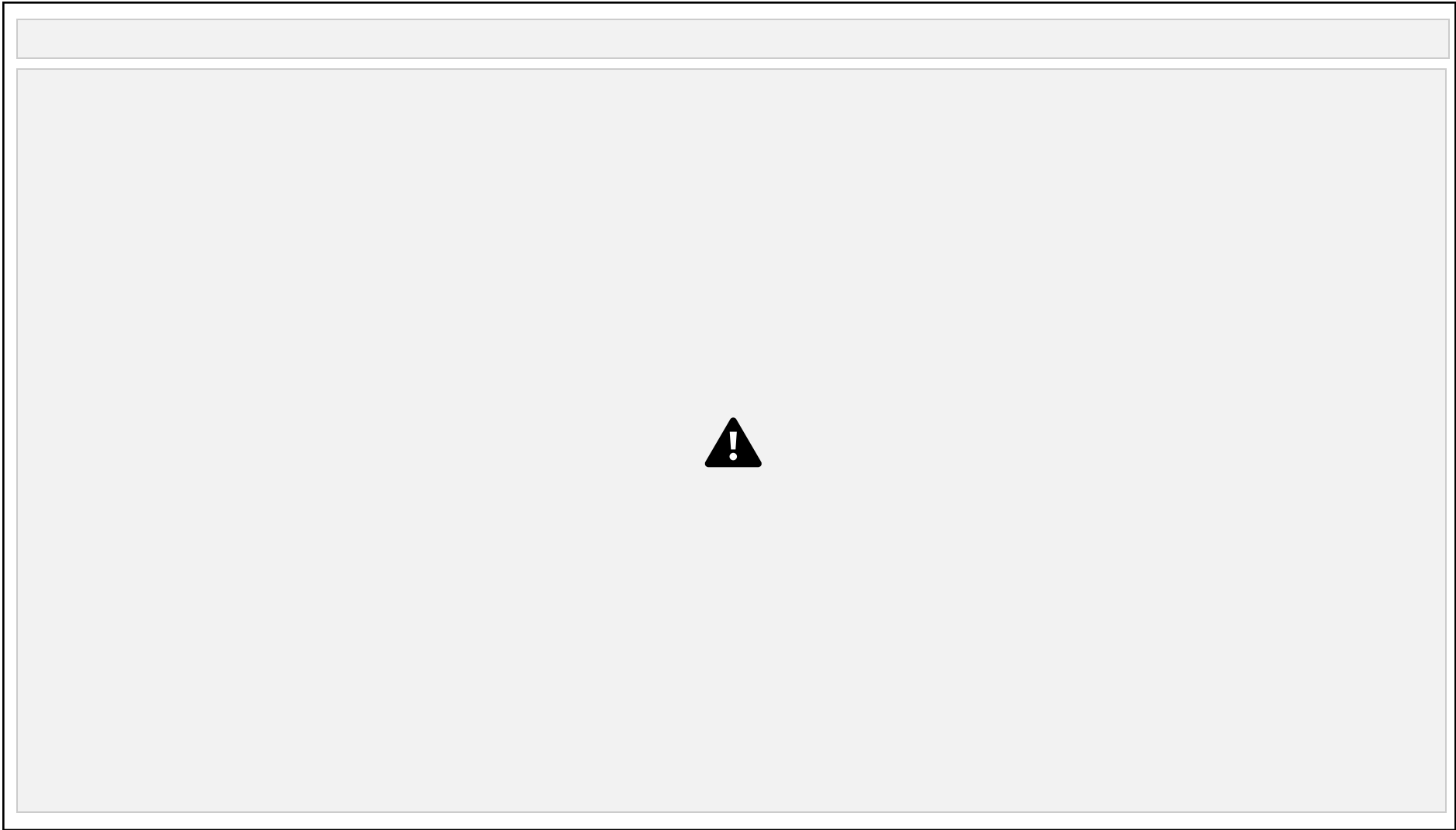
8.1

5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate between certified teaching, para-teaching, and non-licensed staff.

Staffing needs are dictated by enrollment. Instructors are hired based on need and the desired ratio. Part-time tutors will be hired as needed for core content courses. Most services required for student IEPs; i.e., speech and language pathology, will be provided by contracted services. We are projecting enrollment to be 225 students to start the school year, as indicated in the five year forecast. We will be staffed with 7 instructors. This will break down to 3 intervention specialists and 4 regular education instructors. We are planning on a special needs population of 25% of enrolled students from our previous experience with this school model. As indicated in the forecast, we will have 2 additional support staff. This model is specifically set up to serve at-risk students and meet their unique challenges so they can complete their high school education and earn their diploma.

Due to ODE changes that will allow new schools to receive CTE-26 funding for the 2021 - 2022 school year, we will be completing our CTE-26 application for (school) career tech programs offered along with the CTE application for CBI. Due to the fact that we do not know the number of students that will participate in the programs for the upcoming school year, we have not included this funding in our 5 year forecast.





Performance Framework

This framework describes a comprehensive system of monitoring a community school’s performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. The Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. Annually, the School will be sent a performance report showing its percentage over a certain number of years. The goal is for each School to reach 75% by the end of its fifth year of operation.

During a renewal year, the school will be evaluated on an average calculated over the four most recent years of the charter term or the number of years within the charter term that data is available. Schools may earn additional points for improvement in the total percentage from year to year.

TRADITIONAL K-12 COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale									
		Above Target				Target	Below Target		Far Below Target		
		5 Points	4.5 Points	4 Points	3.5 Points	3 Points	2.5 Points	2 Points	1.5 Points	0.5 Points	0 Points
		Overall Rating *Not calculated until SY 2022-2023	Overall Rating on the Local Report Card	5 Stars (weighted x 3)	4.5 Stars (weighted x 2.5)	4 Stars (weighted x 2)	3.5 Stars (weighted x 2)	3 Stars	2.5 Stars	2 Stars	1.5 Stars

*Schools will receive 0.5 points based on a 1 Star rating if the schools’ overall rating points are greater than or equal to the average overall rating points of all community schools.

Performance Area	Description	Scoring Scale			
		Above Target	Target	Below Target	Far Below Target
		4 Points	3 Points	1 Point	0 Points
Overall Rating vs Comparison Schools Overall Grade *Not calculated until SY 2022-2023	Number of schools in which the total points used for the Overall Rating on the Local Report Card is higher than the total points used for the Overall Rating of comparison schools listed in contract.	Outperform 4 or 5 comparison schools (weighted x 3)	Outperform 3 comparison schools (weighted x 2)	Outperform 2 comparison schools	Outperform 1 comparison school
Performance Area	Description	Scoring Scale			

		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 Point	0 Points
Achievement *Schools will receive 1 point based on a 1 Star rating if the schools' overall achievement percentage is greater than the average overall achievement percentage of its comparison schools that also received a 1 Star rating.	Measures students' academic achievement using each level of performance on Ohio's State Tests.	5 Stars (weighted x 2)	4 Stars (weighted x 2)	3 Stars (weighted x 2)	2 Stars (weighted x 2)	1 Star*
Progress *Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.	Measures the academic performance of students compared to expected growth on Ohio's State Tests.	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star
Gap Closing *Schools will receive 1 point based on a 1 Star rating if the schools' overall gap closing percentage is greater than the average overall gap closing percentage of its comparison schools that also received a 1 Star rating.	Measures the reduction in educational gaps for student subgroups. *Now includes Chronic Absenteeism	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star*
Early Literacy *Schools will receive 1 point based on a 1 Star rating if the schools' overall early literacy percentage is greater than the average overall early literacy percentage of its comparison schools that also received a 1 Star rating.	Measures reading improvement and proficiency for students in kindergarten through third grade.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star*
Performance Area	Description	Scoring Scale				
		Above Target	Target	Below Target	Far Below Target	

		4 Points		3 Points	1 Point	0 Points
Graduation Rate	Measures the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
College, Career, Workforce, and Military * Not rated until 2024-2025	Tracks post-graduation outcomes and students participating in credentials and pathways.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one star level from the previous year (ex. K-3 moves from 2 Stars to 3 Stars)					
	One additional point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One additional point given if school increases the number of schools it outperforms in either the Overall Rating or the Progress Rating. (ex: improves from outperforming one school to outperforming two schools)					
	One additional point is given if the school's percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 additional points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					

<p>Total Points Available (100%): *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.</p>		3
		<p>2022-2023 33 *Based on 2022-2023 local report card</p>
		<p>2023-2024 and beyond 37 *Based on local report cards starting with 2023-2024</p>
<p>Target Points (at least a 75%): *Note: Points listed will be achieved if the school meets all target scores for all applicable measures.</p>		<p>2021-2022 18 *Based on 2021-2022 local report card</p>
		<p>2022-2023 24.75 *Based on 2022-2023 local report card</p>
		<p>2023-2024 and beyond 27.75 *Based on local report cards starting with 2023-2024</p>

DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS

Academic Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		4 Points	3 Points	0 Points
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to a majority of its comparison schools in Overall Grade, the school will be compared in the Progress Component Grade. The school will then be given credit for each school it outperforms in its comparison group in the Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)	≥ 2 (weighted x 2)	≥ 1
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card <small>*Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.</small>	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Performance Area	Description	Scoring Scale		
		Above Target 4 Points	Target 3 Points	Below Target 0 Points
Identified Paths to Future Success	Strategy 10 of Ohio's Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career-based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One additional point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One additional point given if school increases the number of comparison schools it outperforms in the Overall Local Report Card Grade as listed in the contract from 2 to 3 schools, from 3 to 4 schools or from 4 to 5 schools.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%)				36 *Note: 36 points are achieved if the school meets all target scores.

Organizational/Operational Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Monthly Financial and Enrollment Reports, Assessment data, Management Company Evaluation, school improvement plan, Annual Report, Five-year forecasts and Annual Budgets are submitted timely.	All Applicable Submissions were Submitted Timely	At least 75% of the applicable Submissions were submitted timely	Less than 75% of the applicable submissions were submitted timely
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Substantially Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
Additional Factors	One additional point is given if academic coaching is provided for teachers if recommended by the School Improvement Team.			
	One additional point is given for each mission-specific goal that is met for any subgroup, up to a maximum 3 points.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				10
Target Points (at least a 70%)				7 *The school should strive to achieve 7 points in this section by achieving a combination of target and above target points.

Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 Point	0 Points
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract (x2)	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current Liabilities, net of GASB 68/75 and amounts owed to Management Company)		Ratio greater than 1.5:1	Ratio 1:1 to 1.49:1	Ratio less than 1:1
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		No projected deficits in years 1-5.	No projected deficits in years 1-3	Projected deficits in years 1-3.
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
Additional Factors	One additional point will be given for schools that have EMO/CMO supporting the schools start-up/expansion expenses.			
Total Points Available (100%): *Note: Weighting is not considered in the total available points				12
Target Points (75%)				9



Intervention Attachment- 6.4 ***Dropout Prevention and Recovery Schools*** (As defined by ORC 3314.36)



➤ **Evaluation of Local Report Card Components**

- No special technical assistance or intervention will occur for a school receiving a school rating of “Meets Standards” or better on the Overall School Rating on the Local Report Card rating as reflected in the Ohio’s School Report Card (“iLRC”) Power User Reports (or any subsequent report enacted to replace or supplement the iLRC Power User Reports) hereafter known as the “Graded Measure”.
- Any school receiving a “Does Not Meet Standards” as the Overall School Rating on the Local Report Card will be required to implement the intervention steps listed below.
- The school will continue to progress through Levels 1-3 of intervention levels until school receives a “Meets Standards” or higher for the Overall School Rating on the Local Report Card. When the school receives a grade of “Meets Standards” or higher, interventions will no longer be required.
- The Sponsor recommends the school continue to implement all interventions as best practices after achieving a “Meets Standards” or higher on the Overall School Rating.
- All schools must develop and implement a school improvement plan to address deficiencies for any component receiving a “Does Not Meet Standards” in order to maintain and improve achievement.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.36 and evaluated under 3314.017)

Level 1 Actions

After Receiving a rating of “Does Not Meet” on the following Local Report Card measure:

1. Overall School Rating

The Sponsor Will:

- A. Offer technical assistance for the development of a plan of improvement for the school or the One Plan.
- B. Require the School to review or revise a school improvement plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the school improvement plan.
- C. Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.
- D. Offer technical assistance for the development of a school professional development plan included in the school improvement plan action steps.

The School Will:

- A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement a process to identify root-cause, needs, goals, strategies, and action steps that will move the school forward.
- B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise school improvement plans inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
- C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
- D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction:
 - a. Provide resources for the deconstruction of learning standards and creation of learning target in content areas, specifically reading and math, throughout the year. Using this process systemically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative.
 - b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit.
 - c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-

	risk that meets criteria outlined by ESSA and the Ohio Department of Education.
E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.	E. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
F. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	F. Make reasonable efforts to hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The school will submit Academic Coach credentials for Sponsor review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.
	G. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
	H. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

Level 2 (School goes into “Intensive Academic Intervention” status with Sponsor)

After Receiving a second consecutive rating of “does not meet” on the following Local Report Card measure:

1. Overall School Rating

In addition to Year 1 supports, the Sponsor Will:

The School Will:

A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.

A. The School will build upon and strengthen all Level 1 Actions.

B. Review and offer feedback on the school improvement plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.

B. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.

C. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the School Improvement Plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development.

C. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the school improvement plan. Follow guidelines presented in Ohio Standards for Professional Development.

D. Sponsor will conduct a mini audit of instructional program, resources and tools and distribute finding to the Governing Authority.

D. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from qualified educational organizations. The school will provide evidence of such.

E. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES), or alternative, guidelines to improve academic instruction and student achievement. The school will provide evidence of such upon request.

F. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to Governing Authority with suggestions for modification, deletions, or expansions based on the data.

Intensive Academic Intervention status denotes that the Sponsor has considered the school’s specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions but will consider other options if deemed appropriate considering the school’s specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a “Meets Standards” or better on measures, components or overall grade, as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School Governing Authority’s autonomy.

Dropout Prevention and Recovery Schools (As defined by ORC 3314.017)

Level 3 Actions

After Receiving a third consecutive rating of “does not meet” on the following Local Report Card measure:

1. Overall School Rating

If the School is not required to close by the Ohio Revised Code, the Sponsor may:	The School Will:
A. Sponsor may take over the operations of the school; and/or	A. If the School does not close as required by the Ohio Revised Code, it will continue all Level 1, Level 2 and Level 3 Actions.
B. Work with the Board to replace the operator of the school; and/or	B. Meet all requirements as outlined by the Sponsor before the Academic Probation status is lifted.
C. Place the school on Probation status and outline specific requirements for the School; and	C. Review all staff in relation to school failure and replace staff members where necessary; and/or
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Reconfigure the organizational structure of the school or adopt a new operational structure.

Attachment 6.5

Buckeye Community School
-Assessments-

State Test and Assessments

OGT

End of Course

Progress Assessment (Reading and Math)

Renaissance (STAR)

ACT

Students with disabilities alternate state assessments

1) Curriculum Based Assessments

1) English

- 1) Integrated English Language Arts 1
- 2) Integrated English Language Arts 2
- 3) Integrated English Language Arts 3
- 4) Integrated English Language Arts 4
- 5) Intervention English
- 6) American Literature
- 7) Basic Grammar
- 8) British Literature
- 9) Business English
- 10) Creative Writing-Online
- 11) English Composition
- 12) Gothic Literature-Online
- 13) Journalism
- 14) Journalism-Online
- 15) Literature 1
- 16) Literature 2
- 17) Literature 3
- 18) Literature 4
- 19) Mythology and Folklore-Online
- 20) Public Speaking-Online
- 21) Talk Effectively (Speech)
- 22) World Literature

2) Math

- 1) Algebra 1
- 2) Algebra 1-Online
- 3) Geometry
- 4) Geometry-Online
- 5) Algebra II
- 6) Algebra II-Online
- 7) Calculus-Online
- 8) Essential Math-Algebra
- 9) Essential Math-Geometry
- 10) Essential Math 1
- 11) Essential Math 2
- 12) Business Math
- 13) ACT Prep
- 14) Integrated Math-1
- 15) Integrated Math-2
- 16) Integrated Math-3
- 17) Integrated Math-4
- 18) Pre-Algebra-Online
- 19) Pre-Calculus-Online
- 20) Real World Math 2
- 21) Trigonometry-Online

- 3) Social Studies
 - 1) Career Preparedness
 - 2) Government
 - 3) Government-Online
 - 4) World History
 - 5) Economics
 - 6) Geography-Online
 - 7) History of the Holocaust-Online
 - 8) Intro to Psychology-Online
 - 9) Personal Psychology-Online
 - 10) Philosophy-Online
 - 11) Psychology for Life Today
 - 12) Psychology-Online
 - 13) Social Civics/Government
 - 14) Sociology
 - 15) Sociology-Online
 - 16) United States Government 1
 - 17) United States Government 2
 - 18) United States History 1
 - 19) United States History 2
 - 20) World Geography

- 4) Science
 - 1) Physical Science
 - 2) Physical Science-Online
 - 3) Biology
 - 4) Biology (nonlab)-Online
 - 5) Chemistry
 - 6) Chemistry (nonlab)-Online
 - 7) Earth Science
 - 8) Earth Science-Online
 - 9) Anatomy and Physiology-Online
 - 10) Environmental Science
 - 11) Environmental Science-Online
 - 12) Forensic Science-Online
 - 13) General Science
 - 14) Intro to Astronomy-Online
 - 15) Physics
 - 16) Physics-Online

- 5) Electives/CBI/Additional Requirements
 - 1) Goal Setting
 - 2) Health
 - 3) Physical Education
 - 4) Child Care and Development
 - 5) Food and Nutrition
 - 6) Drawing Animals
 - 7) Drawing Landscapes
 - 8) CBI Business English
 - 9) CBI Business Math
 - 10) CBI General Science
 - 11) CBI Career Preparedness
 - 12) CBI Economics

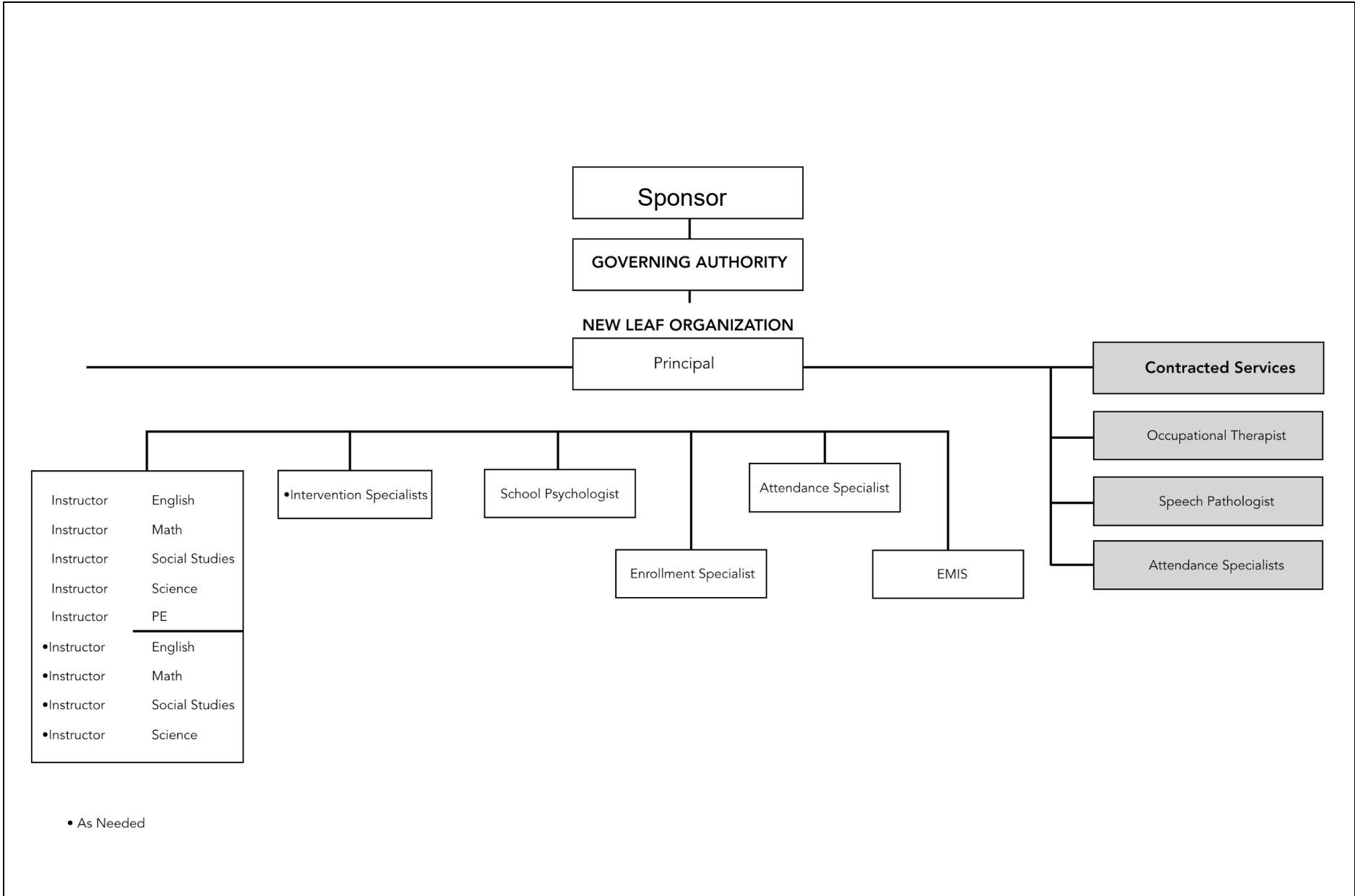
6) Special Education-Modified Curriculum/Adjusted Reading Level

- 1) Spelling
- 2) Geometry
- 3) Algebra
- 4) Language Arts
- 5) Biology
- 6) Chemistry
- 7) US History
- 8) American Government
- 9) Economics
- 10) Basic Math
- 11) Consumer Math
- 12) World History II
- 13) World History III
- 14) School to Career
- 15) Everyday English
- 16) Basic English
- 17) Vocabulary and Reading Comprehension
- 18) Introduction to Composition

2) Special Education

- 1) General Intelligence/IQ
 - A) Woodcock-Johnson Test of Cognitive Abilities - Fourth Edition (WJ-IV COG)
 - B) Wechsler Intelligence Scale for Children - Fifth Edition (WISC-V)
- 2) Achievement
 - A) Woodcock-Johnson Tests of Achievement - Fourth Edition (WJ-IV ACH)
 - B) Kaufman Test of Educational Achievement | Second Edition KTEA-II
 - C) Curriculum-Based Assessments
- 3) Social-Emotional, Behavior, Autism
 - A) Behavior Assessment Scale for Children- Third Edition (BASC-3)
 - B) (ASRS) Autism Spectrum Rating Scales
- 4) Adaptive Behavior
 - A) Vineland Adaptive Behavior Scales - Third Edition
- 5) Fine Motor
 - A) Beery-Buktenica Developmental Test of Visual-Motor Integration | Sixth Edition
 - B) Bender Visual-Motor Gestalt Test | Second Edition (Bender-Gestalt II)
- 6) Speech-Language
 - A) Clinical Evaluation of Language Fundamentals | Fifth Edition CELF-5
 - B) Pragmatics, Articulation-SLP
- 7) Sensory
 - A) Adolescent/Adult Sensory Profile Sensory Profile Adult/Adolescent

Attachment 8.1



Attachment 8.3

DISMISSAL OF STAFF

Dismissal Procedures for Staff and The Plan for Disposition of Employees

Dismissal and Disciplinary Procedure for Staff

The School is an “At Will” employer and employees may be terminated without cause. Listed below are some reasons why an employee may be terminated or disciplined.

- Theft or dishonesty
- Intentional destruction or unauthorized use of School property
- Falsification of School records
- Unacceptable work performance, including irregular or tardy attendance
- Threatening harassing, assaulting or abusing any student, employee or visitor
- Sexual harassment
- Fighting physical violence or verbal abuse
- Violation of the drug, alcohol or smoking policies
- Neglect of duty
- Insubordination
- Failure to adhere to the mission and/or policies of the School
- Other behavior seriously detrimental to the successful operation of the school or student performance

Disposition of Employees if School Sponsor Contract is Terminated

In the event that the School’s community school contract is terminated and not renewed under R.C. 3314.07, the School will make all reasonable efforts to help employees secure positions with other schools managed by New Leaf Organization or other employers and will assist employees in obtaining government benefits to which they are entitled under law. In addition, the Governing Authority or New Leaf Organization will ensure:

1. that each staff member’s LPDC information is current and up to date,
2. that the staff is reminded of their obligation to teach up until the date of the closing or as required by contract,
3. that the school staff members have sponsor contact information,
4. that the staff will be provided information on unemployment, COBRA eligibility, STRS/SERS implications, and
5. that the staff will receive clear timelines and procedures for the closing.

Attachment 8.4

391.1 Health Insurance and Annuities

Medical or health insurance, and annuities, if any are provided, are established, maintained, controlled, and enforced by the policies, procedures, and handbooks of your Employer.

391.2 Workers' Compensation Insurance

As required by Ohio law, all employees of New Leaf working in Ohio are covered by Workers' Compensation Insurance, which may provide benefits for injuries or illness that occur as a result of employment. Any injury, regardless of its apparent seriousness must be reported immediately to your supervisor.

R.C. 4123.01; R.C. 4123.83.

391.3 STRS/SERS

You may be covered by the State Teachers Retirement System (STRS) or the State Public Employee Retirement System (SERS). Please see your Employer for details. The School directs New Leaf to comply with any Board obligations of STRS or SERS to the extent that those obligations apply to New Leaf.

R.C. Chapters 3307 and 3309.

391.4 Unemployment Compensation

By law, most workers are insured for unemployment compensation, which provides income payment in certain conditions for a period of weeks if you lose your job under certain conditions.

R.C. 4141.01.

FY22 - Month Year submission									
IRN No.:									County:
Type of School: Community School									
Contract Term:									
School Name: Buckeye London									
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances									
Fiscal Years Ending 2022 through 2026, Forecasted									
	Actual			Forecasted					
	Fiscal Year XXXX	Fiscal Year XXXX	Fiscal Year XXXX	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	
Operating Receipts									
State Foundation Payments (3110, 3211)	\$ -	\$ -	\$ -	\$ 1,755,000	\$ 1,950,000	\$ 2,340,000	\$ 2,730,000	\$ 3,120,000	
Charges for Services (1500)	-	-	-	-	-	-	-	-	
Fees (1600, 1700)	-	-	-	-	-	-	-	-	
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	-	-	-	52,650	58,500	70,200	81,900	93,600	
Total Operating Receipts	\$ -	\$ -	\$ -	\$ 1,807,650	\$ 2,008,500	\$ 2,410,200	\$ 2,811,900	\$ 3,213,600	
Operating Disbursements									
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ 475,000	\$ 540,000	\$ 621,200	\$ 704,840	\$ 791,000	
200 Employee Retirement and Insurance Benefits	-	-	-	225,000	275,750	337,500	406,250	481,875	
400 Purchased Services	-	-	-	417,000	471,105	550,826	630,547	769,340	
500 Supplies and Materials	-	-	-	150,000	175,000	205,000	240,000	275,000	
600 Capital Outlay - New	-	-	-	30,000	25,000	25,000	25,000	25,000	
700 Capital Outlay - Replacement	-	-	-	-	-	-	10,000	10,000	
800 Other	-	-	-	25,000	30,000	35,000	40,000	45,000	
819 Other Debt	-	-	-	-	-	-	-	-	
Total Operating Disbursements	\$ -	\$ -	\$ -	\$ 1,322,000	\$ 1,516,855	\$ 1,774,526	\$ 2,056,637	\$ 2,397,215	
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ -	\$ -	\$ -	\$ 485,650	\$ 491,645	\$ 635,674	\$ 755,263	\$ 816,385	
Nonoperating Receipts/(Disbursements)									
Federal Grants (all 4000 except fund 532)	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
State Grants (3200, except 3211)	-	-	-	-	-	-	-	-	
Restricted Grants (3219, Community School Facilities Grants)	-	-	-	-	-	-	-	-	
Donations (1820)	-	-	-	-	-	-	-	-	
Interest Income (1400)	-	-	-	1,000	2,500	2,500	5,000	5,000	
Debt Proceeds (1900)	-	-	-	150,000	-	-	-	-	
Debt Principal Retirement	-	-	-	(150,000)	-	-	-	-	
Interest and Fiscal Charges	-	-	-	(6,000)	-	-	-	-	
Transfers - In	-	-	-	-	-	-	-	-	
Transfers - Out	-	-	-	-	-	-	-	-	
Total Nonoperating Revenues/(Expenses)	\$ -	\$ -	\$ -	\$ 45,000	\$ 52,500	\$ 52,500	\$ 55,000	\$ 55,000	
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ -	\$ -	\$ -	\$ 530,650	\$ 544,145	\$ 688,174	\$ 810,263	\$ 871,385	
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ -	\$ -	\$ -	\$ 530,650	\$ 1,074,795	\$ 1,762,969	\$ 2,573,232	
Fund Cash Balance End of Fiscal Year	\$ -	\$ -	\$ -	\$ 530,650	\$ 1,074,795	\$ 1,762,969	\$ 2,573,232	\$ 3,444,617	
Assumptions									
	Actual			Forecasted					
	Fiscal Year XXXX	Fiscal Year XXXX	Fiscal Year XXXX	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	
Staffing/Enrollment									
Total Student FTE				225	250	300	350	400	
Instructional Staff				6.00	7.00	8	9	10	
Administrative Staff				2.00	2.50	2.5	2.5	2.5	
Other Staff				2.00	2.50	2.5	2.5	2.5	
Purchased Services									
Rent	\$ -	\$ -	\$ -	\$ 36,000.00	\$ 38,000.00	\$ 40,000.00	\$ 42,000.00	\$ 44,000.00	
Utilities	-	-	-	6,000.00	8,000.00	10,000.00	12,000.00	14,000.00	
Other Facility Costs	-	-	-	2,500.00	3,000.00	4,000.00	5,000.00	65,000.00	
Insurance	-	-	-	10,000.00	11,000.00	12,000.00	13,000.00	14,000.00	
Management Fee	-	-	-	180,000.00	200,850.00	241,020.00	281,190.00	321,360.00	
Sponsor Fee	-	-	-	54,000.00	60,255.00	72,306.00	84,357.00	96,480.00	
Audit Fees	-	-	-	5,500.00	6,000.00	6,500.00	7,000.00	7,500.00	
Contingency	-	-	-	-	-	-	-	-	
Transportation	-	-	-	8,000.00	9,000.00	10,000.00	11,000.00	12,000.00	
Legal	-	-	-	30,000.00	32,500.00	35,000.00	37,500.00	40,000.00	
Marketing	-	-	-	-	-	-	-	-	
Consulting	-	-	-	-	-	-	-	-	
Salaries and Wages									
Employee Benefits									
Special Education Services				25,000.00	30,000.00	35,000.00	40,000.00	45,000.00	
Technology Services				25,000.00	30,000.00	35,000.00	40,000.00	45,000.00	
Food Services				15,000.00	17,500.00	20,000.00	22,500.00	25,000.00	
Other				20,000.00	25,000.00	30,000.00	35,000.00	40,000.00	
Total	\$ -	\$ -	\$ -	\$ 417,000.00	\$ 471,105.00	\$ 550,826.00	\$ 630,547.00	\$ 769,340.00	
Financial Metrics									
Debt Service Payments	\$ -	\$ -	\$ -	\$ 156,000	\$ -	\$ -	\$ -	\$ -	
Debt Service Coverage	0.00	0.00	0.00	3.44	0.00	0.00	0.00	0.00	
Growth in Enrollment	0.00%	0.00%	0.00%	0.00%	11.11%	20.00%	16.67%	14.29%	
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	-16.67%	0.00%	0.00%	0.00%	
Growth in Operating Receipts	0.00%	0.00%	0.00%	0.00%	11.11%	20.00%	16.67%	14.29%	
Growth in Non-Operating Receipts/Expenses	0.00%	0.00%	0.00%	0.00%	16.67%	0.00%	4.76%	0.00%	
Days of Cash	0.00	0.00	0.00	0.00	0.35	0.61	0.86	1.07	

<u>Assumptions Narrative Summary</u>								
Fiscal Year 2022-2026 Projected Debt								Amount Per Pup
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor			
						FY22	\$ 5,875.56	
FTE Review	\$ -	\$ -	\$ -	\$ -		FY23	\$ 6,067.42	
Loan A	\$ -	\$ -	\$ -	\$ -		FY24	\$ 5,915.09	
Loan B	\$ -	\$ -	\$ -	\$ -		FY25	\$ 5,876.11	
Line of Credit	\$ -	\$ -	\$ -	\$ -		FY26	\$ 5,993.04	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -				
Capital Leases	\$ -	\$ -	\$ -	\$ -				
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -		Minimum Supported Enrollment: 200 Students	Maximum Supported Enrollment: 275 Students	
Total	\$ -	\$ -	\$ -	\$ -				

Buckeye London							
Monthly Spending Plan							
2/8/21							
FY2022							
		July	August	September	October	November	December
Revenue		\$ 50,000	\$ 50,000	\$ 50,000	\$ 602,550	\$ 150,637	\$ 150,637
\$ 1,957,650							
		January	February	March	April	May	June
		\$ 150,637	\$ 150,637	\$ 150,637	\$ 150,637	\$ 150,637	\$ 150,641
		July	August	September	October	November	December
		\$ 42,000	\$ 42,000	\$ 62,000	\$ 315,000	\$ 107,625	\$ 107,625
Expenses							
\$ 1,322,000		January	February	March	April	May	June
		\$ 107,625	\$ 107,625	\$ 107,625	\$ 107,625	\$ 107,625	\$ 107,625
		July	August	September	October	November	December
Balance		\$ 8,000	\$ 16,000	\$ 4,000	\$ 291,550	\$ 334,562	\$ 377,574
		January	February	March	April	May	June
		\$ 420,586	\$ 463,598	\$ 506,610	\$ 549,622	\$ 592,634	\$ 635,650