

ATTACHMENT 1.5

- Corporate Documents
- Certificate of Incorporation
- Articles of Incorporation
- Statutory Agent
- Employer ID Number
- Code of Regulations
- Tax-Exempt Status Determination Letter (if any)
- Organizational Chart of School
- School Mission Statement

200520000518

| DATE | DOCUMENT ID | DESCRIPTION | FLING | EXPED | PENALTY | CERT | COPY |
|--------|--------------|----------------------------------|-------|-------|---------|------|------|
| 1/2005 | 200520000518 | TRADE NAME/ORIGINAL FILING (RNO) | 50.00 | .00 | .00 | .00 | .00 |

Receipt

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

EASTMAN & SMITH LTD
P O BOX 10032
TOLEDO, OH 43699-0032

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1556965

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
MIDNIMO CROSS CULTURAL MIDDLE SCHOOL
and, that said business records show the filing and recording of:

Document(s):

TRADE NAME/ORIGINAL FILING

Date of First Use: 07/01/2004
Expiration Date: 07/18/2010

Document No(s):

200520000518

W.C. CUPE COMMUNITY SCHOOL
1132 WINDSOR AVENUE
COLUMBUS, OH 43211



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 July, A.D. 2005.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

| | |
|-------------------------------------|---|
| Expedite this Form: (select one) | |
| <input type="radio"/> Yes | PO Box 1880 Columbus, OH 43218 <small>— Requires an additional fee of \$100 —</small> |
| <input checked="" type="radio"/> No | PO Box 670 Columbus, OH 43216 |

NAME REGISTRATION
(For Domestic/Foreign Profit or Non-Profit)
Filing Fee \$50.00

2005 JUL 18 PM 1:31

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

| | | |
|--|---|---|
| (1) <input checked="" type="checkbox"/> Trade Name (157-RNO) Date of first use <u>July 1, 2005</u> <u>W.C. GUPE COMMUNITY</u> | (2) <input type="checkbox"/> Fictitious Name (159-NFO) | (3) Name Reservation (160-NRC) <input type="checkbox"/> Original <input type="checkbox"/> Renewal Registration No. _____ |
|--|---|---|

Complete the information in this section if box (1) or (2) is checked.

The exact name being registered or reported is Midnimo Cross Cultural Middle School

The Registrant is (Check Appropriate Box)

| | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Foreign Corporation incorporated in the state of _____ holding Ohio license no. _____ |
| <input type="checkbox"/> Limited Partnership: Reg. No. _____ | <input type="checkbox"/> Unincorporated Association |
| <input type="checkbox"/> Ohio Limited Liability Co., Reg. No. _____ | <input type="checkbox"/> Foreign Limited Liability Co. holding Ohio Reg. No. _____ organized in the state of _____ |
| <input type="checkbox"/> Ohio Corporation, Charter No. _____ | |
| <input type="checkbox"/> General Partnership | |
| <input checked="" type="checkbox"/> Other <u>Non-Profit corporation, charter 1212531</u> | |

The name of the registrant designated above is W.C. Gupe Community School

NOTE: Where the registrant is a partnership, the name of the partnership must appear on this line. If the registrant is a foreign corporation licensed in Ohio under an assumed name, both the assumed name and actual corporate title of such corporation must appear on this line.

The business address of the registrant is

1132 Windsor Avenue
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Columbus Franklin Ohio 43221
(City) (County) (State) (Zip Code)

Complete the information in this section if box (1) or (2) is checked Cont.

Complete only if registrant is a general partnership
NAME OF ALL GENERAL PARTNERS

COMPLETE RESIDENTIAL ADDRESSES (including zip code)

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign (out-of-state) corporation, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation licensed in Ohio under an assumed name, please note both the assumed name and actual corporate title of such general partner.

The nature of the business conducted by the registrant under the trade or fictitious name is (please be specific)

Charter school teaching children in the State of Ohio

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

Please reserve the name listed below. (only one name per form)

Please reserve the first name available in the order of my preference.

I understand that I am not guaranteed the reservation UNTIL I RECEIVE WRITTEN CONFIRMATION FROM THE SECRETARY OF STATE'S OFFICE STATING THAT THE NAME HAS BEEN REGISTERED TO ME.

The name reservation is valid for a period of 180 days.

(First Choice)

(Second Choice)

(Third Choice)

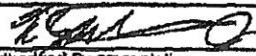
(Applicant)

(Print Name)

(Address)

(City, State and Zip Code)

REQUIRED
Must be authenticated (signed)
by an authorized representative
(See instructions)


Authorized Representative

7/8/05
Date

Authorized Representative

Date



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

2005 APR 13 PM 1:31

CONSENT FOR USE OF SIMILAR NAME

(For Domestic / Foreign, Profit or Non-Profit)
Must Be Accompanied By Another Form

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX) This filing does not extend the registration period

| | | |
|---|--|--|
| <input checked="" type="checkbox"/> Where consenting entity is a corporation (147-CSQ) | Where consenting entity is a registrant of <input type="checkbox"/> Trade Name <input type="checkbox"/> Service Mark <input type="checkbox"/> Trade Mark (149-CSN) | Where consenting entity is a <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership Having Limited Liability (148-CSL) |
|---|--|--|

Check here if additional provisions are attached.

Charter or Registration No. of Entity Giving Consent: 1502240

Name of Entity Giving Consent: Midnimo Cross Cultural Middle School

Gives Its Consent To: W.C. Cupe Community School

To Use The Name: Midnimo Cross Cultural Middle School

REQUIRED
Must be authenticated (signed) by an authorized representative

| | |
|---------------------------|---------------|
| | <u>7/8/05</u> |
| Authorized Representative | Date |

| | |
|---------------------------|------|
| | |
| Authorized Representative | Date |

If the consenting party is a partnership, all general partners must sign. If only one partner is authorized to sign, a copy of the resolution authorizing the signature must be included.

200432902990

| DATE | DOCUMENT ID | DESCRIPTION | FLING | EXPED | PENALTY | CERT | COPY |
|--------|--------------|---------------------------------------|--------|--------|---------|------|------|
| 9/2004 | 200432902990 | DOMESTIC ARTICLES/NON-PROFIT (ARN) | 125.00 | 100.00 | .00 | .00 | .00 |

Receipt

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

C.T. CORPORATION SYSTEM
17 S. HIGH STREET
TIM ROBERSON
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1502248

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
MIDNIMO CROSS CULTURAL MIDDLE SCHOOL
and, that said business records show the filing and recording of:

Document(s):
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
200432902990



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 24th day of November, A.D.
2004.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by J. Kenneth Blackwell

Ohio Secretary of State
 Canal Office (614) 466-3910
 Toll Free: 1-877-505-FILE (1-877-747-3433)

www.state.oh.us/sos
 e-mail: busserv@sec.state.oh.us

| Expedite this Form? (check one) | |
|--------------------------------------|---|
| <input checked="" type="radio"/> Yes | PO Box 1300 Columbus, OH 43216 <small>— requires additional fee of \$100 **</small> |
| <input type="radio"/> No | PO Box 670 Columbus, OH 43216 |

INITIAL ARTICLES OF INCORPORATION
 (For Domestic Profit or Non-Profit)
 Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

| | | |
|---|--|---|
| <input type="checkbox"/> (1) Articles of Incorporation Profit <small>(113-AR) OAC 1701</small> | <input checked="" type="checkbox"/> (2) Articles of Incorporation Non-Profit <small>(114-AR) OAC 1702</small> | <input type="checkbox"/> (3) Articles of Incorporation Professional (170-AP) <small>Profession: _____ OAC 1703</small> |
|---|--|---|

Complete the general information in this section for the box checked above.

FIRST: Name of Corporation Midnimo Cross Cultural Middle School

SECOND: Location Columbus Franklin
(City) (County)

Effective Date (Optional): _____ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.

Check here if additional provisions are attached

Complete the information in this section if box (2) or (3) is checked. Complete this section in column (1) if checked.

THIRD: Purpose for which corporation is formed

Midnimo Cross Cultural Middle School (the "Corporation") is organized exclusively for educational and charitable 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.

Complete the information in this section if box (1) or (2) is checked.

FOURTH: The number of shares which the corporation is authorized to have outstanding (Please state if shares are common or preferred and their par value if any)

| | | |
|--------------------------------|-----------------------|----------------------------|
| _____ | _____ | _____ |
| <small>(No. of Shares)</small> | <small>(Type)</small> | <small>(Par Value)</small> |

(Refer to instructions if needed)

Consolidating the information in this section is optional

FIFTH: The following are the names and addresses of the individuals who are to serve as Initial Directors.

(Name) _____

(Street) _____ *NOTE: P.O. Box Addresses are NOT acceptable.*

(City) _____ (State) _____ (Zip Code) _____

(Name) _____

(Street) _____ *NOTE: P.O. Box Addresses are NOT acceptable.*

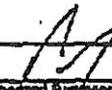
(City) _____ (State) _____ (Zip Code) _____

(Name) _____

(Street) _____ *NOTE: P.O. Box Addresses are NOT acceptable.*

(City) _____ (State) _____ (Zip Code) _____

REQUIRED
Must be attested to
(signed) by an authorized
representative
(See instructions)

| | |
|---|----------|
|  | 11/21/14 |
| Authorized Representative | Date |
| Patrick J. Dourley (Print Name) | |
| _____ | |
| _____ | |
| | |
| Authorized Representative | Date |
| (Print Name) | |
| _____ | |
| _____ | |
| | |
| Authorized Representative | Date |
| (Print Name) | |
| _____ | |
| _____ | |

Complete the information in this section if box (1) (D) or (E) is checked.

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of Midnimo Cross Cultural Middle School 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

Patrick J. Downey, Esq.
(Name)
One Sea Gate, 24th Floor
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Toledo, Ohio 43604
(City) (Zip Code)

Must be authenticated by an authorized representative

| | |
|--|---------------------|
| <i>[Signature]</i> | 11/24/07 |
| <small>Authorized Representative</small> | <small>Date</small> |
| | |
| <small>Authorized Representative</small> | <small>Date</small> |
| | |
| <small>Authorized Representative</small> | <small>Date</small> |

ACCEPTANCE OF APPOINTMENT

The Undersigned, Patrick J. Downey, Esq., named herein as the Statutory agent for, Midnimo Cross Cultural Middle School, hereby acknowledges and accepts the appointment of Statutory Agent for said entity.

Signature: *[Signature]*
(Statutory Agent)

ARTICLE SIXTH
RIGHTS, POWERS AND LIMITATIONS

Solely in furtherance of the purposes set forth herein, the Corporation shall have and exercise the following powers, unless otherwise limited by law or any of these Articles:

1. to participate in activities designated and carried on to benefit, support and promote the purposes of the Corporation;
2. to establish, develop, sponsor, promote and conduct educational programs;
3. to receive, acquire and hold real and personal property, whether tangible or intangible, by purchase, gift, grant, lease, devise, bequest or otherwise;
4. to hold, own, use, invest, reinvest, lease, exchange, transfer, encumber, convey and dispose of any of such real and personal property in any manner as will best promote the purposes of the Corporation;
5. to execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and other instruments, incidental to any activity engaged by the Corporation;
6. to solicit funds, gifts, grants and allotments from individuals, corporations, foundations, governments, institutions and others, and to make distributions in furtherance of the purposes of the Corporation; and
7. in furtherance of and in order to accomplish the purposes of the Corporation, to do any and all acts and things and to exercise any and all powers which now or hereafter may be lawful under the provisions of Chapter 1702, Ohio Revised Code.

ARTICLE SEVENTH
INITIAL DIRECTORS

The Board of Directors shall be elected as set forth in the Code of Regulations.

ARTICLE EIGHTH
RESTRICTIONS ON ACTIVITIES AND DISTRIBUTION OF EARNINGS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not

200526401482

| | | | | | | | |
|----------|--------------|---|-------|-------|---------|------|------|
| DATE | DOCUMENT ID | DESCRIPTION | FLING | EXPED | PENALTY | CERT | COPY |
| 2/2/2005 | 200526401482 | DOMESTIC AGENT SUBSEQUENT APPOINTMENT (AGS) | 25.00 | .00 | .00 | .00 | .00 |

Receipt

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

EASTMAN & SMITH LTD. - JAM
PO BOX 10032
TOLEDO, OH 43699-0032

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, J. Kenneth Blackwell

1502248

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
MIDNIMO CROSS CULTURAL MIDDLE SCHOOL
and, that said business records show the filing and recording of:

Document(s):
DOMESTIC AGENT SUBSEQUENT APPOINTMENT

Document No(s):
200526401482



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 20th day of September, A.D.
2005.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.ohio.gov
e-mail: buserv@sos.state.oh.us

| | |
|-------------------------------------|---|
| Expedite this Form? (select one) | |
| <input type="radio"/> Yes | PO Box 1390 Columbus, OH 43216 <small>Requires an additional fee of \$100</small> |
| <input checked="" type="radio"/> No | PO Box 788 Columbus, OH 43216 |

STATUTORY AGENT UPDATE

(For Domestic or Foreign, Profit or Non-Profit)
Filing Fee \$25.00

2005 SEP 20 PM 9:2

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

| | | |
|---|--|---|
| (1) Subsequent Appointment of Agent <input checked="" type="checkbox"/> Corp <input type="checkbox"/> LP (185-AGS) <input type="checkbox"/> LLC (171-LSA) | (2) Change of Address of an Agent <input type="checkbox"/> Corp <input type="checkbox"/> LP (143-AGA) <input type="checkbox"/> LLC (144-LAG) | (3) Resignation of Agent <input type="checkbox"/> Corp <input type="checkbox"/> LP (185-AGR) <input type="checkbox"/> LLC (153-LAG) |
|---|--|---|

Complete ALL of the general information in this section for the box checked above.

Name of Entity Midnimo Cross Cultural Middle School

Charter or Registration No. 1802245

Name of Current Agent Patrick J. Downey

Complete the information in this section if box (1) is checked.

Name and Address of New Agent Amy J. Borman
(Name)
One Bag Gets, 24th Floor
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Toledo Lucas Ohio 43804
(City) (County) (State) (Zip Code)

ACCEPTANCE OF APPOINTMENT

The Undersigned, Amy J. Borman, named herein as the Statutory agent for, Midnimo Cross Cultural Middle School, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: *Amy J. Borman*
(Statutory Agent)

* If the entity listed is a foreign corporation, the agent does not have to sign the Acceptance of Appointment

Complete the information in this section if box (1) is checked.

Address of Agent _____
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

_____ Ohio _____
(City) (State) (Zip Code)

New Address of Agent _____
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

_____ Ohio _____
(City) (State) (Zip Code)

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

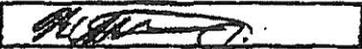
Is this agent resigning? Yes No

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

_____ (Street) NOTE: P.O. Box Addresses are NOT acceptable.

_____ Ohio _____
(City) (State) (Zip Code)

REQUIRED
Must be authenticated (signed) by an
authorized representative
(See instructions)


Authorized Representative


Date

Robert L. Stephens, Jr.

**CODE OF REGULATIONS
OF THE
MIDNIMO CROSS CULTURAL MIDDLE SCHOOL**

**ARTICLE I
PURPOSE**

Section 1. Purpose. The MIDNIMO CROSS CULTURAL MIDDLE SCHOOL (the "Corporation") is organized exclusively for charitable and educational purposes as a public benefit corporation to operate as a school in the State of Ohio.

**ARTICLE II
DIRECTORS**

Section 1. Number. The number of Directors of the Corporation shall be at least five (5) and no more than nine (9) or such greater number as may be subsequently determined by the Directors, but in no case less than five (5).

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.

Section 3. Qualifications and Role of Directors. The Directors shall be, in their capacity as Directors, the Governing Board of a public community school in Ohio upon the signing of a charter contract with a sponsor which creates the 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. Election of Directors. Candidates for Director shall be nominated by the Board of Directors or a committee thereof.

Section 5. Meetings. The annual meeting of the Directors shall be held at such time and place as a majority of the Directors may determine and special meetings may be called at any time by the President or by any two (2) Directors. Provided however, once a charter is granted and a contract executed causing the Corporation to become a public school, meetings relating in any way to the business or operation of the public school must be open to the public and 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. 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 a charter is granted and a contract executed causing the Corporation to become 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. Unless waived, notice of each annual or 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 a charter is granted and the corporation becomes a public school.

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 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, to the extent that the school operated by the Corporation is a public school pursuant to a fully executed charter contract, 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 be in the nature only of recommendations to the Board of Directors. Notwithstanding anything to the contrary in this Section 9 however, once the Corporation has signed a charter contract and becomes a public school, no committee nor any group of Directors, which consist of a majority of the Board of Directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special 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 a majority of all of the 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 thirty days from the receipt of the resignation by an officer of the Board. Vacancies in the Board of Directors shall be filled in accordance with Sections 4 and 6 of this Article II.

Section 13. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law. 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.

Section 14. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title "Honorary Director" at the discretion of the Board. Honorary Directors are elected for life, are not voting members of the Board and are permitted but not required to attend meetings.

ARTICLE III OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a President, Vice President, Secretary and Treasurer, and 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. 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. All officers shall be elected from the Board of Directors of the Corporation, except the Treasurer may or may not be a Director.

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 may become effective immediately upon its delivery to the Board. An officer of the Corporation may be removed at any time, with or without cause, by a majority of all of the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create contract 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 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 or approve a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors.

Section 7. Treasurer. The Treasurer shall act as, or in conjunction with, the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors. The Treasurer shall maintain or approve appropriate books of account and supporting records and shall prepare or approve and file all returns and related reports required by federal and state statutes and regulations. However, notwithstanding the fact that the Corporation has named a person to serve as its Treasurer, the Board of Directors may contract with a third party to provide part or all of the Treasurer's duties, subject to approval by a majority of the Directors. 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 IV INDEMNIFICATION

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 Board 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 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 changed from time to time.

ARTICLE V CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law, 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 Board 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 VI
BOOK AND 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 by execution of a charter contract, such books and records shall be public records. The Chairperson of the Corporation shall keep an accurate list of the names and addresses of the Board of Directors.

ARTICLE VII
AMENDMENTS

The Articles of Incorporation and Code of Regulations shall be adopted and amended by a majority of all of the Board of Directors.

11/29/07
Date

[Signature]
Name & Title BOARD MEMBER

11-29-07
Date

[Signature]
Name & Title BOARD MEMBER

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

DEPARTMENT OF THE TREASURY

Date: MAR 25 2008.

MIDNIMO CROSS CULTURAL MIDDLE
SCHOOL
1132 WINDSOR AVE
COLUMBUS, OH 43211

Employer Identification Number:
20-1926036
DLN:
17053186010047
Contact Person:
TERRY IZUMI ID# 95048
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990 Required:
Yes
Effective Date of Exemption:
June 29, 2007
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

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

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

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

MIDNIMO CROSS CULTURAL MIDDLE

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, stylized "R" and "C".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

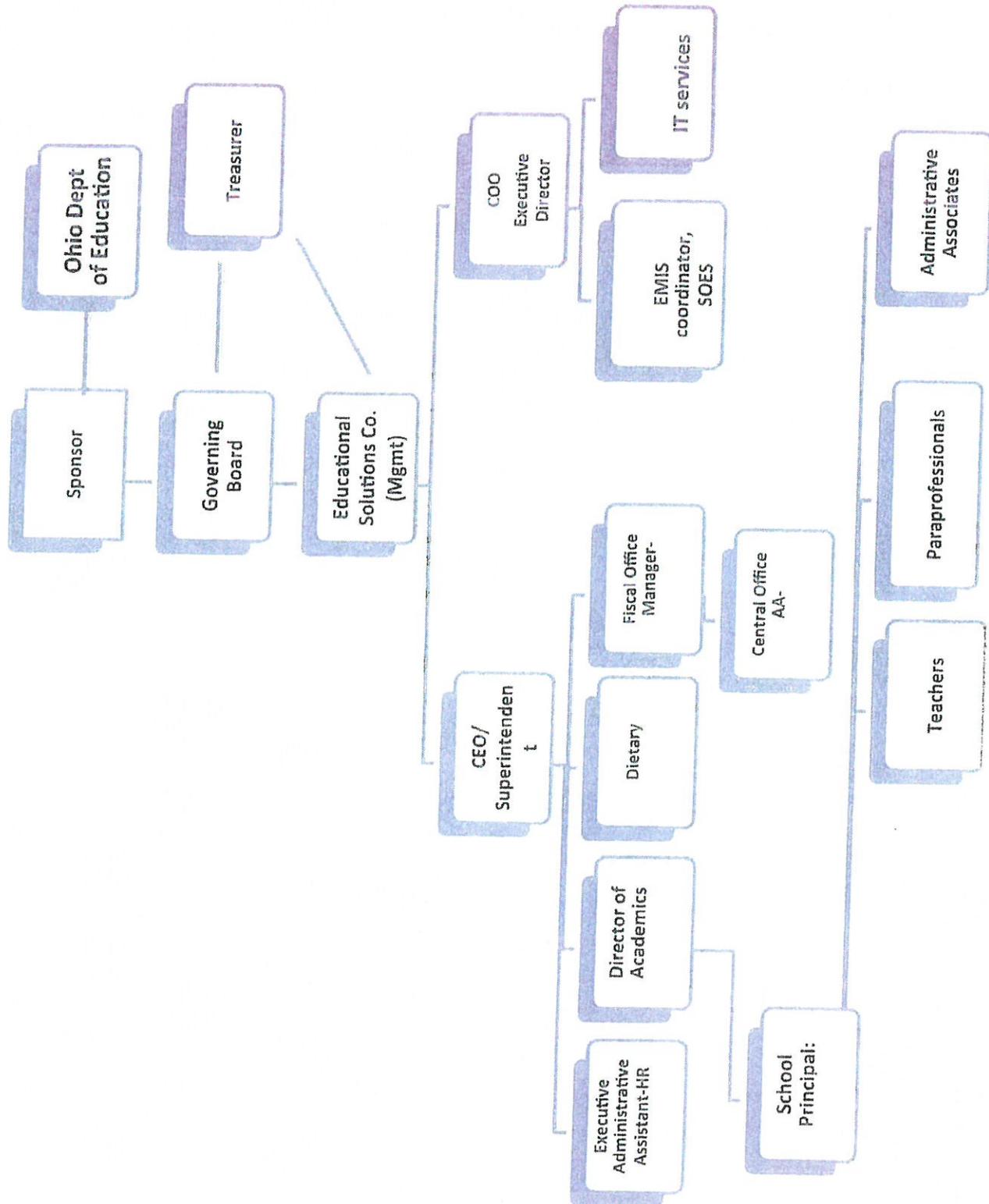
MIDNIMO CROSS CULTURAL MIDDLE

INFORMATION FOR CHARTER SCHOOLS

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you should notify us. You will also be required to comply with Revenue Procedure 75-50.

We have also determined that you are exempt under section 501(c)(4) of the Code from the date of your formation to the postmark date of your Form 1023 application.

Organizational Chart



Mission Statement

Our Mission is:

To make a world of difference through quality research and results based education, high academic and social standards, and a caring environment for our students.

ATTACHMENT 2.1

- Governing Authority Member Names and, Email Addresses used for School business,
- Description of Selection and Removal of Governing Authority Members

CODE OF REGULATIONS
OF THE
MIDNIMO CROSS CULTURAL MIDDLE SCHOOL

ARTICLE I
PURPOSE

Section 1. Purpose. The MIDNIMO CROSS CULTURAL MIDDLE SCHOOL (the "Corporation") is organized exclusively for charitable and educational purposes as a public benefit corporation to operate as a school in the State of Ohio.

ARTICLE II
DIRECTORS

Section 1. Number. The number of Directors of the Corporation shall be at least five (5) and no more than nine (9) or such greater number as may be subsequently determined by the Directors, but in no case less than five (5).

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.

Section 3. Qualifications and Role of Directors. The Directors shall be, in their capacity as Directors, the Governing Board of a public community school in Ohio upon the signing of a charter contract with a sponsor which creates the 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. Election of Directors. Candidates for Director shall be nominated by the Board of Directors or a committee thereof.

Section 5. Meetings. The annual meeting of the Directors shall be held at such time and place as a majority of the Directors may determine and special meetings may be called at any time by the President or by any two (2) Directors. Provided however, once a charter is granted and a contract executed causing the Corporation to become a public school, meetings relating in any way to the business or operation of the public school must be open to the public and 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. 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 a charter is granted and a contract executed causing the Corporation to become 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. Unless waived, notice of each annual or 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 a charter is granted and the corporation becomes a public school.

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 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, to the extent that the school operated by the Corporation is a public school pursuant to a fully executed charter contract, 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 be in the nature only of recommendations to the Board of Directors. Notwithstanding anything to the contrary in this Section 9 however, once the Corporation has signed a charter contract and becomes a public school, no committee nor any group of Directors, which consist of a majority of the Board of Directors, shall meet in a prearranged manner to discuss school business, without proper notice to the public of a regular or special 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 a majority of all of the 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 thirty days from the receipt of the resignation by an officer of the Board. Vacancies in the Board of Directors shall be filled in accordance with Sections 4 and 6 of this Article II.

Section 13. Powers of Directors. The policies of the Corporation shall be directed by the Board of Directors in accordance with the law. 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.

Section 14. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title "Honorary Director" at the discretion of the Board. Honorary Directors are elected for life, are not voting members of the Board and are permitted but not required to attend meetings.

ARTICLE III OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a President, Vice President, Secretary and Treasurer, and 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. 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. All officers shall be elected from the Board of Directors of the Corporation, except the Treasurer may or may not be a Director.

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 may become effective immediately upon its delivery to the Board. An officer of the Corporation may be removed at any time, with or without cause, by a majority of all of the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create contract 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 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 or approve a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors.

Section 7. Treasurer. The Treasurer shall act as, or in conjunction with, the fiscal officer of the Corporation and shall have custody of the cash, securities, and other assets of the Corporation. The Treasurer shall receive contributions, bequests, revenues, and other assets to which the Corporation is entitled and disburse funds as directed by the Board of Directors. The Treasurer shall maintain or approve appropriate books of account and supporting records and shall prepare or approve and file all returns and related reports required by federal and state statutes and regulations. However, notwithstanding the fact that the Corporation has named a person to serve as its Treasurer, the Board of Directors may contract with a third party to provide part or all of the Treasurer's duties, subject to approval by a majority of the Directors. 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 IV INDEMNIFICATION

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 Board 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 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 changed from time to time.

ARTICLE V CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

To the greatest extent allowed by Ohio law, 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 Board 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 VI
BOOK AND 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 by execution of a charter contract, such books and records shall be public records. The Chairperson of the Corporation shall keep an accurate list of the names and addresses of the Board of Directors.

ARTICLE VII
AMENDMENTS

The Articles of Incorporation and Code of Regulations shall be adopted and amended by a majority of all of the Board of Directors.

11/29/07
Date

[Signature]
Name & Title BOARD MEMBER

11-29-07
Date

[Signature]
Name & Title BOARD MEMBER

ATTACHMENT 3.1

- Transportation Plan

AFTER SCHOOL STUDENT TRANSPORTATION OR WALKER/PICK-UP

Students, upon dismissal, ride a school bus, are picked-up or walk home. Each classroom will have a roster of their students, noting if they are walkers, latchkey, and bus riders or are picked up. The following are the guidelines for each dismissal scenario:

STUDENTS WHO ARE PICKED-UP – assigned school personnel will escort Students who are picked up to their designated pick-up area. When their designated pick-up person arrives on the school premises, they will be directed by the school personnel to the designated pick-up area.

BUS TRANSPORTATION – Students who ride a school bus must have their transportation request approved and assigned by their district of residence. The district of residence will provide the school with a list of students they transport, noting their route numbers, the pick-up times, and location of pick-up and drop-off

LATCHKEY – Students who attend latchkey will be called for dismissal and will be escorted by assigned school personnel to the latchkey area. Students will then be under the care and direction of the latchkey staff. At no time should students leave the latchkey area unless escorted and or directed by the latchkey staff.

NOTE: If a student rides a school bus and their parent(s)/guardian(s) want to pick them up from school, they must submit the request in writing and send it to school with their child; the student will give the note to their teacher during the time attendance is taken. The teacher will forward the note to the office. If the teacher leaves prior to dismissal, they must inform their replacement of the change and notify the office of the person they notified of the change. If a written request is not submitted, the student will be placed on their assigned bus.

State Guidelines for Providing Bus Transportation For Students

Section 3327.01 of the Ohio Revised Code (ORC) requires the student's district of residence to provide school bus transportation to and from school to which they are assigned. However, should the transporting of such students require **more than thirty minutes of travel time**, the district of residence is not required to provide transportation. Section 3327.02 outlines the review and appeal process and informs parents/guardians of their right to request and receive payment in lieu of transportation.

If your child's district of residence is unable to provide transportation for your child to and from school, you may contact them regarding their procedure for receiving payment in lieu of transportation.

Emergency Changes in Transportation

If your child must change their regular mode of transportation, you are required to send a written notice to your child's teacher. We are no longer able to take alternate transportation requests over the phone. Should there be an emergency that effects the regularly scheduled means of transportation we will accommodate requests on a case by case basis.

2. Disciplinary Interventions

When acts of harassment, intimidation and bullying are verified and a disciplinary response is warranted, students are subject to the full range of disciplinary consequences. In and out-of-school suspension may be imposed only after informing the accused perpetrator of the reasons for the proposed suspension and giving him/her an opportunity to explain the situation. Expulsion may be imposed only after a hearing before the Board of Directors, a committee of the board or an impartial hearing officer designated by the Board of Directors in accordance with Board policy. This consequence shall be reserved for serious incidents of harassment, intimidation or bullying and/or situations where past interventions have not been successful in eliminating prohibited behaviors.

Nothing in this policy prohibits a victim from seeking redress under any provision of Ohio law that may apply.

To the extent state or federal funds are appropriate, the School shall require that all students enrolled in the School be provided with age-appropriate instruction of this policy annually. The School may form a prevention task force and/or programs to educate students about this policy, such as holding an assembly on harassment, intimidation and bullying for Parents and Students, to raise the level of awareness and help prevent the prohibited conduct.

The School shall incorporate training on this policy into the in-service training required under R.C. 3319.073. The School may provide training, workshops, or courses to other Staff and volunteers who have direct contact with students.

General School Information

Individual Class Schedules

Each classroom teacher has a schedule that is specific to his or her classroom. The schedule for your child's day is available on request from your child's classroom teacher.

After School Student Transportation or Walker/Pick-Up

The Schools' students, upon dismissal, ride a school bus, are picked-up, or walk home. Each classroom has a roster of their students, noting if they are walkers, latchkey, bus riders, or are picked up. The following are the guidelines for each dismissal scenario:

STUDENTS WHO ARE PICKED-UP – assigned School personnel will escort students who are picked up to their designated pick-up area. When their designated pick-up person arrives on the School premises, they will be directed by the School personnel to the designated pick-up area. Students will be dismissed from the designated pick-up area as parents proceed through the pick-up line. Please do not exit your vehicle as this will slow down the dismissal process.

BUS TRANSPORTATION – Students who ride a school bus must have their transportation request approved and assigned by their district of residence. The district of residence will provide the Educational Solutions Company with a list of students they transport, noting their route numbers, the pick-up times, and location of pick-up and drop-off. If you are new to the School or if you have a change

of address within the Columbus Public School area, it may take up to 3 weeks for bus transportation to be put in place for your child. Please alert the School if transportation requests take longer than 3 weeks.

LATCHKEY – Students who attend latchkey programs will be called for dismissal and will be escorted by assigned School personnel to the latchkey provider. Students will then be under the care and direction of the latchkey staff. At no time should students leave the latchkey area unless escorted and or directed by the latchkey staff.

It is expected that students either board the bus or be picked up on time. There is a 15 minute grace period after school in which to pick up students before they are considered late pick-ups.

If the parent/guardian is more than 30 minutes late, Children's Services or the Columbus Police Department may be contacted to pick the child up as abandoned.

NOTE: If a student rides a school bus and their parent(s)/guardian(s) want to pick them up from School, they must submit the request in writing and send it to school with their child; the student will give the note to their teacher during the time attendance is taken. The teacher will forward the note to the office. If the teacher leaves prior to dismissal, he or she will inform the person who is providing coverage of the class of the change. If a written request is not submitted, the student will be placed on their assigned bus.

Emergency Changes in Transportation

If your child must change his or her regular mode of transportation, you are required to send a written notice to your child's teacher. Alternate transportation requests will not be taken over the phone unless it is an emergency. The School will accommodate requests on a case by case basis should there be an emergency that affects the regularly scheduled means of transportation.

Emergency School Closing

In case of severe weather, (snowstorm, ice storm, etc.) local TV stations will be notified regarding the decision to close school, delay its opening, or dismiss early.

Most regular school dates follow the schedule of Columbus Public Schools. The School will be closed due to inclement weather, whenever Columbus Public Schools are closed or as Educational Solutions Company deems necessary.

It is expected that students not arrive at school if the School is closed. If the School day is shortened due to an emergency closing, parents/guardians are expected to pick their child up within the first 30 minutes. If the parent/guardian is more than 30 minutes late, Children's Services or the Columbus Police Department may be contacted at the building leader's discretion to pick the child up as abandoned. If the parent/guardian is phoned and the contact information is not correct, the building leader may contact Children's Services.

Please make arrangements for your child if you are not home and School must be dismissed early due to an emergency.

State Guidelines for Providing Bus Transportation for Students

Section 3327.01 of the Ohio Revised Code (ORC) requires the student's district of residence to provide school bus transportation to and from School to which they are assigned. However, should the transporting of such students require **more than thirty minutes of direct travel time**, the district of residence is not required to provide transportation. Parents may review and appeal a district transportation decision and/or request and receive payment in lieu of transportation in a manner consistent with Ohio law.

If your child's district of residence determines that it is unable to provide transportation for your child to and from School, you may contact them regarding their procedure for receiving payment in lieu of transportation.

Attendance Policy and Procedures

Students enrolled in the School must attend School regularly in accordance with the laws of the State. The educational program offered by the School is predicated upon the presence and punctuality of the student and requires continuity of instruction and classroom participation. A parent must contact the School in accordance with the procedure set forth in Policy No. 252 whenever a student is absent.

Attendance shall be required of all students enrolled at the School during the days and hours that the School is in session. Attendance need not always be within the School facilities, but a student will be considered to be in attendance if present at any place where School is in session by authority of the Board. Excused Absences

All excused absences are to be verified with a call to the school office from a parent or guardian before 10:00 AM on the day of the absence. **In addition, a written excuse must be provided for the child's absence by the parent, guardian, or doctor in order for it to be excused.** Absences that are **not** followed up with a **written** note will be considered unexcused. Furthermore, parents or guardians must call the School office or send a written note to the teacher prior to dismissal to excuse a student who is to be dismissed from the school day early. The student must be signed out by an adult with the person who is designated to sign students in and out of school. When a child's absence exceeds 6 days for the year, the School may require a doctor's certificate to excuse any further absences. Once a child reaches the level of truancy, a doctor's certificate is required for all excused absences.

Reasons for excused absences are as follows:



**Columbus City Schools
Transportation Services Department
2017 - 2018 REQUEST FOR PUPIL TRANSPORTATION TO A COMMUNITY SCHOOL**

A separate application must be submitted for each pupil. Use the student's full legal name. Only one transportation service will be provided per pupil. Information must be provided along with certification by the school administrator. Reimbursement-in-lieu of transportation is provided only if no school bus or COTA Pass is available. The due date for full year reimbursement is September 30, 2016. Late applications will be pro-rated from the date of receipt.

Student Information
Please Print or Type

Check all that apply: New Student Returning Student Address Change Effective Date Of Change _____ / _____ / _____

| | | |
|--|-------------------------|-----------------|
| Last Name | First Name | Middle Initial |
| Date of Birth (mm/dd/yyyy) | Race | Grade |
| Sex | Home Phone | City |
| Address | Daytime Phone | Zip |
| Mother/Guardian Name | Daytime Phone | Other Phone # |
| Father/Guardian Name | Daytime Phone | Other Phone # |
| Emergency Contact Name | Relationship to Student | |
| Emergency Contact Address | Phone # | Enrollment Date |
| Name of School Transportation is Requested to: | | Withdrawal Date |
| What School did your child previously attend? | | |

Parent Signature (REQUIRED FOR PROCESSING) _____ Date _____

School Certification (Must be completed by the school administrator & required for processing)

I hereby certify that the above student resides in the Columbus City School District and was enrolled as of _____ (mm/dd/yyyy) at _____ School for the 2016-2017 school year, has been entered into the OSES with SSID # _____ and is eligible for services provided by Columbus City Schools Transportation Dept. I further certify that I will notify Columbus City Schools immediately if the above student is withdrawn.

School Administrator Signature (REQUIRED FOR PROCESSING) _____ Date _____

Columbus City Schools Transportation Department Use Only

Service Provided (check only one): School Bus COTA Pass Reimbursement

Bus Route # _____ Time & Location _____ Start Date _____ Processed By _____

Incomplete Applications Will NOT Be Processed

347 Student Transportation by Private Vehicle

Educational Solutions Co. authorizes the incidental transportation by private vehicle of School students. Any such transportation must be approved in advance and in writing by the Principal or his/her designee. The parent of the participating student will be given, upon request, the name of the driver, the owner of the vehicle, and the description of the vehicle.

No person shall be approved for the transportation of students in a private vehicle who is not an employee of Educational Solutions Co.; an approved volunteer; the parent of a student enrolled in the School; and the holder of a currently-valid license to operate a motor vehicle in the State of Ohio ("Approved Driver").

No person shall be permitted to transport students if s/he does not possess and maintain automobile liability and personal injury insurance.

The responsibility of professional staff members for the discipline and control of students will extend to their transportation of students in a private vehicle. Drivers who are not professional staff members are requested to report student misconduct to the Principal.

Guidelines for Transportation of a Student in a Private Vehicle

These guidelines are to be followed whenever an Approved Driver will be transporting students by a private vehicle whether it is in his/her vehicle or another private vehicle:

1. Determine that transportation by School vehicle is unavailable or not feasible.
2. Obtain written consent from each student's parent using **347-A-Parental Consent for Transportation by Private Vehicle Permission Form**. No student shall be allowed to ride in the vehicle without his/her parent's written consent.
3. Submit form **347-B- Request for Transportation by Private Vehicle** to the Principal for his/her approval prior to the trip. Attach the parent consent forms to the request form.
4. The Approved Driver shall keep a copy of each student's Emergency Medical Authorization Form.
5. The Approved Driver shall provide the School office with a list of names of the students who will be riding in the vehicle.

This guideline does not apply if an Employee regularly uses his/her vehicle or another private vehicle to transport School students. In such case, the School employee must comply with the Ohio Pupil Transportation Operation and Safety Rules of OAC 3301-83 et seq.

347-A Parental Consent for Transportation by Private Vehicle Permission Form

Parents may opt to have an Approved Driver drive students voluntarily to and/or from School, educational field trips and/or co-curricular activities. In order to be permitted to drive to these events, parents must sign a Field Trip form attesting to the fact that:

1. They have liability insurance;
2. Their vehicle is mechanically sound;
3. They have a valid driver's license with no pending Operating a Motor Vehicle Under the Influence (OMVI) charges;
4. They are declining school provided transportation;
5. They are assuming all liability and responsibility for the students that they are transporting;
6. They are not acting as agents of the School;
7. I authorize the release of my child's Student Medical Information Form to the individual transporting my child.

In the event that parents decide to drive their personal vehicles to and/or from an educational field trip or co-curricular activity in which my child is involved, I acknowledge and grant permission for my child to be transported by one of those parents.

Parent/Guardian's Printed Name

Parent/Guardian's Signature

Date

347-B Request for Transportation by Private Vehicle

Parents may opt to have an Approved Driver drive students voluntarily to and/or from School, educational field trips and/or co-curricular activities. The Principal or his/her designee must approve all arrangements. Fees cannot be collected from riders to pay for this transportation and the School cannot pay the transportation expenses. The Principal's authority to approve individuals to drive students to and/or from School, educational trips and/or co-curricular activities is limited. The School requires that a driver certify that he/she has liability insurance, his/her vehicle is mechanically safe, and he/she has a valid driver's license with no pending OMVI charges. These requirements are designed to insure reasonable protection for both students and drivers.

I have read this special information form and certify that:

1. I have liability insurance and have attached a copy of my insurance to this form;
2. My vehicle is mechanically sound;
3. I have a valid driver's license with no pending charges;
4. I am voluntarily choosing to drive instead of using school provided transportation;
5. I am assuming all liability and responsibility for the students I am transporting;
6. When transporting students, I am not acting as an agent of the School.
7. I agree to return all Student Medical Information Forms to the School.

Driver's Printed Name

Driver's Signature

Date

ATTACHMENT 3.2

- Management/Operator Contract (if any)

Amended and Restated Management Agreement

by and between the

Midnimo Cross Cultural Middle School

and

Educational Solutions Co.

Effective July 1, 2012

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AMENDED AND RESTATED MANAGEMENT AGREEMENT

This Amended and Restated Management Agreement ("Agreement") is made effective as of the 1st day of July, 2007 between Educational Solutions Co. ("EdSolutions"), an Ohio non-profit corporation, by and through its Board of Directors, located at 1132 Windsor Avenue, Columbus, Franklin County, Ohio 43221, and Midnimo Cross Cultural Middle School ("School"), an Ohio non-profit corporation, by and through its Board of Directors, located at 1132 Windsor Avenue, Columbus, Ohio 43221.

RECITALS

The School is organized as an Ohio community school under the Ohio Revised Code ("Code"), including but not necessarily limited to Chapters 3314 and 1702. Ultimate authority over the School is vested in the Board of Directors (the "Board"). The School has been granted a Charter Contract ("Contract") by the St. Aloysius Orphanage ("Sponsor") to operate an Ohio community school.

EdSolutions is organized to support educational institutions, and to provide educational and management services and products, human resources administration, including school personnel and business management, curricula, programs, contract administration and technology. The products and services of EdSolutions are designed to serve the needs of the schools it supports.

EdSolutions and the School hereby desire to fully amend and restate the management agreement they entered into on July 1st, 2007, (the "Prior Agreement") under which EdSolutions contracted to manage and support the School based upon the EdSolutions educational program, and sound school and business principles and management.

THEREFORE, it is mutually agreed as follows:

ARTICLE I TERM

This Agreement shall become effective on July 1, 2012, and is for a term of five (5) years, until June 30, 2017. Thereafter, this Agreement shall automatically renew for one (1) year terms, subject to the termination provisions in Article VIII below.

ARTICLE II CONTRACTING RELATIONSHIP

- A. Agreement. The School hereby contracts with EdSolutions and EdSolutions agrees to manage the School in accordance with the terms of this Agreement and the School's Contract.
- B. Relationship and Status of the Parties. EdSolutions is a separate Ohio non-profit corporation, and is not a division or a part of the School. The School is an Ohio non-profit corporation authorized by the Code to operate as an Ohio public community school, and is not a division or a part of EdSolutions. EdSolutions and the School have received tax-exempt status under Section 501(c)(3) of the Internal Revenue Code ("IRC"). EdSolutions is an IRC Section 509(a)(3) supporting organization that was organized to support Ohio public community schools.
- C. Assignment/Assumption of Contracts. EdSolutions assumed the obligations of the School under its existing contracts (the "Assigned Contracts") on the effective date of the Prior Agreement. The School shall have a duty to satisfy and/or fulfill any contractual obligation or duty that arose under the Assigned Contracts prior to the effective date of the Prior Agreement. The School has or will, if required under the terms of any of the Assigned Contracts, obtain the written consent to assignment from the other party(ies) to the Assigned Contracts. In the event, the School is required to obtain the consent of a party to the assignment of a contract but is unable to, the School and Ed Solutions shall structure an agreement that will enable the School to meet its contractual obligations under such contract while allowing EdSolutions to administer or manage such contract.
- D. Designation of Agents. The Board of the School designates the directors of EdSolutions as agents of the School having a legitimate educational interest solely for the purpose of entitling such

persons to have access to education records under 20 U.S.C. §1232g of the Family Educational Rights and Privacy Act ("FERPA").

The parties wish to satisfy the requirements of Section 5 of Rev. Proc. 93-19, 1993 1 C.B., 526, so that the provision of EdSolutions' services under this Agreement does not cause the School's facilities to be treated as used in a private business use under Section 141(b) of the Internal Revenue Code of 1986, as amended.

ARTICLE III FUNCTIONS OF EDSOLUTIONS

A. Responsibility. EdSolutions shall be responsible and accountable to the School for the management of the School. The Executive Director of EdSolutions, or his delegate, will attend every meeting of the School's Board of Directors. The Executive Director or his delegate, subject to the ultimate authority of the School's Board, shall propose an agenda for and conduct each meeting of the School's Board of Directors. At its regularly scheduled Board meetings, the Executive Director or another representative of EdSolutions will account to the School for EdSolutions' management of the following:

- Personnel and Human Resources Administration
- Program of Instruction
- Purchasing
- Strategic Planning
- Public Relations
- Financial Planning
- Recruiting
- Compliance Issues
- Budgets
- Contracts
- Equipment and Facilities
- Such other reasonable responsibilities as EdSolutions may deem necessary to carry out the obligations under the Contract .

B. Educational Program. The educational program shall be selected by and the program of instruction shall be implemented by EdSolutions. EdSolutions, by and through its Superintendent and through the head of the school ("Principal" for purposes herein), shall supervise the teaching

staff and the day-to-day implementation of the educational program. EdSolutions shall be responsible for the following areas:

- Educational Staff Recruitment;
- Educational Staff Professional Development;
- Management of day-to-day activities of Educational Staff;
- Evaluation of Educational Staff Performance;
- Oversight of course and curriculum design recommended by EdSolutions;
- Development, maintenance and administration of all State mandated and other testing;
- Parent education as deemed necessary; and
- Such other reasonable responsibilities as EdSolutions may deem necessary to carry out the obligations under the Contract;

C. Strategic Planning. EdSolutions shall continually assess the status of, formulate and, as necessary, revise strategic plans for the continuing educational and financial needs of the School.

D. Public Relations. EdSolutions shall manage the public relations strategy for the development of beneficial and harmonious relationships with parents, the community, the Sponsor and the State of Ohio.

E. Grants and Fund Raising. Either the School or EdSolutions, or both, shall locate grants and potential sources for donations and may hire consultants or other entities to assist with making application for and obtaining the same. Grants and/or private donations may be solicited or applied for by either party, either on behalf of the School or EdSolutions as mutually agreed to by the parties. All donations or grants received by and for the School shall be expended by EdSolutions exclusively for the benefit of the School. However, any federal grants received by or on behalf of the School that are to be used for the purchase of supplies, equipment, or other property shall be expended by the School (even though managed by EdSolutions), and the School, in conformance with federal regulation, shall retain title to such property.

F. Special Functions. Subject to the oversight and authority of the Board as provided herein, the services EdSolutions shall provide for the School shall include the following:

Operational Services

1. Financial Management

- ♦ Revenue and cash management
- ♦ Selection of benefit packages for School staff
- ♦ Management and monitoring of invoices
- ♦ Coordination of monthly budgets and financial reports to the Board of the School
- ♦ Coordination of yearly audits
- ♦ Management of banking relationships
- ♦ Revision of budget and financial planning
- ♦ Assistance in monitoring of Treasurer/Fiscal Officer

2. Compliance Management

- ♦ Student enrollment reports
- ♦ Annual report to the State of Ohio
- ♦ Reports to ODE (including EMIS)
- ♦ Recommendations of Policies for the Board and the School

3. Management of Equipment/Furniture/Property

- ♦ Selection and procurement of phone system, furniture, office machines, computers and other equipment
- ♦ Negotiation and arrangement of leases or purchase agreements
- ♦ Inventory of equipment
- ♦ Tracking and handling of surplus property
- ♦ Building Code compliance
- ♦ Repair and maintenance of personal property

4. Other

- ♦ Superintendent/CEO
- ♦ Administrative services management
- ♦ Management of non-teaching staff
- ♦ Professional development not related to teaching
- ♦ Management and negotiation of all contracts and purchased services including, but not limited to legal services
- ♦ Such other reasonable responsibilities as EdSolutions may deem necessary to carry out the obligations under the Contract
- ♦ Principals as needed

G. Delegation or Subcontracts. EdSolutions may delegate its responsibilities to employees of EdSolutions, or, EdSolutions shall have the right to subcontract with third parties to provide any or

all of the services it agrees to provide the School under this Agreement including but not limited to, payroll, fiscal services and/or any technology related services.

H. Place of Performance. Except for the daily instruction of the School's students, EdSolutions may perform its functions under this Agreement at any location within the State of Ohio. The School shall provide sufficient space at its premises to enable EdSolutions to carry out its duties and obligations that arise under this Agreement.

I. Student Recruitment. EdSolutions and the School shall be jointly responsible for the recruitment of students in compliance with the School's general recruitment and admission policies.

J. Legal Requirements. EdSolutions, in cooperation with the School, shall assist the School in meeting federal, state and local laws and regulations, and the requirements imposed by the Contract.

K. Rules and Procedures. EdSolutions shall recommend the adoption of and changes in policies, rules, regulations and procedures applicable to the School and shall manage, through its staff, the enforcement of such policies, rules, regulations and procedures adopted by the School or required by its Contract.

L. Grades and Student Population. EdSolutions shall make recommendations to the School concerning limiting, increasing or decreasing the number of grades offered and the number of students served per grade or in total. EdSolutions shall obtain the approval of the School's current Sponsor for any such changes, if required, and, the School shall cooperate in all such endeavors.

ARTICLE IV PERSONNEL AND TRAINING

A. Personnel Responsibility. EdSolutions shall select, hire and, if necessary terminate, all teaching, administrative or other staff, and evaluate, assign, discipline and transfer personnel consistent with state and federal law. EdSolutions, in its sole discretion, may remove any staff member, with reasonable cause (or otherwise if such staff member is an at-will employee).

B. Superintendent/CEO and Principals. EdSolutions shall select the administration and establish the terms of employment. EdSolutions shall hold the Superintendent/CEO and any Principal

accountable for the successful education of the students of the School and may delegate any obligations under this Agreement to such Principal.

C. Teachers. EdSolutions shall determine the number of teachers required for each grade level and subject taught in the School for each school year. During the school year EdSolutions shall evaluate the School's need for teachers, and make appropriate adjustments in teacher staffing and assignments. Teachers may work at the School on a full- or part-time basis. If assigned to the School on a part-time basis, such teachers may also work elsewhere as long as such other work is also part-time and, in the sole discretion of EdSolutions, does not interfere with their work at the School. Each teacher assigned to the School shall hold a valid teaching certificate or license issued by the State Board of Education of Ohio under the Code, or shall otherwise satisfy the requirements for non-certified teachers.

D. Support Staff. EdSolutions shall determine the number and functions of support staff required for the operation of the School for each school year. During the school year EdSolutions shall evaluate the School's staffing requirements and make appropriate adjustments to its staffing assignments and numbers.

E. Employer of Personnel. The personnel who perform services at the School shall be employees or contractors of EdSolutions and shall be compensated by EdSolutions subject to the payment provisions of Article VI.

ARTICLE V OBLIGATIONS OF THE SCHOOL

The School shall exercise good faith in considering and adopting the recommendations of EdSolutions including, but not limited to, recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, expenditures, fund raising, public relations, and school entrepreneurial affairs. The School shall cooperate with EdSolutions in all of EdSolutions' obligations hereunder. The School authorizes EdSolutions to make the required contributions to the appropriate State Retirement Systems for its employees, from the Fee as defined below.

**ARTICLE VI
FINANCIAL ARRANGEMENTS**

A. Payment. The School shall pay or cause to be paid to EdSolutions, the revenues consisting of all amounts paid or payable to the School as state and federal per pupil allocations, transportation, technology or other operational funds, and private donations, endowments or grants applied for and received on behalf of the School (the "Fee"), excluding the lesser of two percent of the base state per pupil allocation, or, \$30,000, annually. The excluded amount will be retained by the School as a Board Reserve to be used for the School's benefit, including those purposes set forth in Article VI, Part C below, or may be accumulated into subsequent fiscal or school years. Both EdSolutions and the School agree that EdSolutions' compensation under this Agreement is reasonable compensation for the services it will provide under the Agreement and that the School shall have no rights in or claims with respect to the Fee once it is paid, so long as EdSolutions is not deemed to have breached this Agreement. The Fees paid to EdSolutions pursuant to this Agreement will be used solely to perform its obligations and duties that arise under this Agreement and to provide reasonable compensation to EdSolutions.

B. Expenses to be Covered by EdSolutions. EdSolutions shall be responsible for payment of the following costs and expenses incurred under this Agreement:

1. All wages, compensation and expenses of EdSolutions or the School including but not limited to those for the Principal, Treasurer, assistants, administrators, clerical staff, teachers and janitorial services. For purposes of this Agreement, the compensation of EdSolutions' employees shall include salary, fringe benefits, and city, state and federal tax withholdings to the extent required by law, and all other legitimate and reasonable related expenses or reimbursements;
2. Workers' compensation, Directors and Officers coverage for the Directors and Officers of EdSolutions and the Board of Directors of the School, and other insurance including, but not limited to, any necessary comprehensive or premises liability insurance;
3. All costs to accomplish the obligations of EdSolutions pursuant to Article III above;

4. Attorney fees necessitated by the obligations of EdSolutions pursuant to the Agreement and necessary to assure compliance and legal operations of the School;
5. All other costs allocated to EdSolutions in this Agreement;
6. EdSolutions office expenses and supplies;
7. The cost of all services of the ODE and/or the School's current Sponsor;
8. Leases for equipment and the School offices or facilities; and
9. Travel, lodging and other expenses incurred pursuant to services rendered by EdSolutions.

EdSolution's obligation to pay such expenses is, however, contingent upon EdSolutions receiving the Fee pursuant to Article VI, part A above and the adequacy thereof.

C. Expenses to be Covered by the School. The School shall be responsible from its Board Reserve, for payment of the following costs and expenses:

1. Expenses for fund raising and grant writing accomplished by the School;
2. Such other expenses for the benefit of the School at the Board's discretion; or
3. Mediator's fees pursuant to Article XII below.

D. Other Schools. The School acknowledges that EdSolutions may enter into similar management agreements with other Ohio public community schools. EdSolutions shall maintain separate and appropriate books and records for the receipts and expenses of the School and the other schools that EdSolutions manages, if any, and shall allocate to the School only those expenses incurred on its behalf. If EdSolutions incurs expenses which are not precisely allocable, then EdSolutions shall allocate such expenses among the community schools it manages on a prorated basis, based upon the number of students enrolled or upon such other equitable basis acceptable to the parties.

E. Financial Reporting of EdSolutions. EdSolutions shall provide the School's Board with:

1. a proposed and projected annual budget prior to the beginning of each fiscal year;

2. statements of all revenues received with respect to the School, and statements of all direct expenditures for services rendered to or on behalf of the School;
3. consultation to respond to all annual audits in compliance with state law and regulations;
4. reports on School operations and finances on at least a quarterly basis;
5. other information reasonably requested by the Board relating to the performance of the School; and
6. a reasonable opportunity to inspect, examine, audit and otherwise review the books, records, accounts, ledgers and other financial documents maintained by EdSolutions for the School.

F. **Grants.** The School shall provide EdSolutions with statements of all funds received by the School from grants applied for by the School, donations or endowments and statements of all expenditures and investments made with such funds, as well as with the Board Reserve funds.

G. **Loans.** The School or EdSolutions may make loans to the other party provided such loans are documented. The School, upon its dissolution or upon any termination of this Agreement by either party, shall pay in full all outstanding amounts due EdSolutions under any loan agreements, or pursuant to any notes, advances, or EdSolution's assumptions of debts related to the School, that are documented in writing.

ARTICLE VII ADDITIONAL PROGRAMS

The services provided by EdSolutions to the School under this Agreement consist of all management responsibilities during the school year and school day. This is a total performance Agreement. EdSolutions may recommend or establish additional programs including, but not limited to, parent, adult, or community education and pre-kindergarten, on such terms and conditions as EdSolutions determines beneficial to the School.

**ARTICLE VIII
TERMINATION OF AGREEMENT WITH CAUSE**

A. Termination by EdSolutions. EdSolutions may terminate this Agreement with or without cause, prior to the end of the term specified in Article I, within ninety (90) days after written notice from EdSolutions. Reasons for termination may include, but are not limited to, failure to make payments to EdSolutions as required by this Agreement, failure of the State of Ohio to adequately fund the operations of the School, or the School's failure to adhere to the personnel, curriculum, program or similar material recommendations of EdSolutions, however, termination can occur for any or no reason. Upon such termination, EdSolutions shall have the option to reclaim any usable property or equipment (e.g., copy machines, personal computers) provided or installed by EdSolutions from its Fee, and not paid for by the School through its Board Reserve, or to reclaim the depreciated cost of such equipment. Provided, however, all assets, to the extent fully paid for by the School through its Board Reserve or with federal or state grants that require that the School retain title to assets purchased with such grants, shall remain the property of the School.

B. Termination by the School. The School may terminate this Agreement after prior written notice to EdSolutions, upon the occurrence of either of the following:

1. Upon sixty (60) days prior written notice, in the event that EdSolutions shall be found guilty of a felony or fraud, gross negligence, or commits an act of willful or gross misconduct in the rendering of services under this Agreement; or
2. In the event that EdSolutions fails to remedy a material breach of its duties or obligations under this Agreement within six (6) months after written notice of the breach is provided to EdSolutions by the School, if EdSolutions has failed to cure and has failed to reasonably commence cure of such breach during the first three (3) months of the notice period.

C. Change in Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement and if the parties are unable or unwilling to renegotiate the terms within ninety (90) days after the notice,

the party requesting the renegotiation may terminate this Agreement upon thirty (30) days further written notice.

ARTICLE IX PROPRIETARY INFORMATION

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by EdSolutions, the School agrees that EdSolutions shall own all copyright, trademark, licensure, royalty or other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by EdSolutions, its employees, members, Board of Directors, officers or contractors. The School shall have the right to use such materials during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by the School, the School shall have the sole and exclusive right to license such materials for use by other schools, districts, public schools, customers or other persons or entities or to modify and/or sell materials. The School shall treat any proprietary information owned, designed, developed, written or created by EdSolutions as though it were a trade secret or protected by copyright, and shall refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for implementation of this Agreement and shall take such other actions as EdSolutions may reasonably request in writing to protect the same. The School shall take all necessary reasonable action to ensure that no employee or agent of the School discloses, publishes, copies, transmits, modifies, alters or utilizes the propriety information of EdSolutions in any manner other than permitted by this Article IX.

ARTICLE X INDEMNIFICATION

The School covenants and agrees that it will indemnify and hold EdSolutions, and its officers, Board of Directors, members, agents, and employees harmless from any claims, losses, damages, costs, charges, expenses, liens, settlements or judgments, including interest thereon,

whether to any person, including employees of EdSolutions, or property or both, by reason of any negligence or omission on the part of the School arising directly out of or in connection with the School's performance under this Agreement, to which EdSolutions or any of its officers, Board of Directors, members, agents or employees may be subject, including but not limited to those related in any way to the School's failure to follow the recommendations of EdSolutions. The School shall not be liable to indemnify EdSolutions or any of its officers, Board of Directors, members, agents or employees for damages directly caused by or resulting from the sole negligence of EdSolutions or any of its Board of Directors, officers, members, agents or employees.

EdSolutions covenants and agrees that it will indemnify and hold the School and its officers, Board of Directors, agents and employees harmless from any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, including employees of the School, or property or both, by reason of any negligent act or omission on the part of EdSolutions, arising directly out of or in connection with EdSolutions' performance, under this Agreement, to which the School or any of its officers, Board of Directors, agents or employees may be subject. EdSolutions shall not be liable to indemnify the School or any of its officers, Board of Directors, agents or employees for damages directly caused by or resulting from the sole negligence of the School or any of its officers, Board of Directors, agents or employees.

ARTICLE XI WARRANTIES AND REPRESENTATIONS

The School and EdSolutions each represent that it has the authority under law to execute, deliver and perform this Agreement, to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The School and EdSolutions mutually warrant to the other that, to its knowledge, there are no pending actions, claims, suits or proceedings, threatened or reasonably anticipated against or affecting it, which, if adversely determined, would have a material adverse affect on its ability to perform its obligations under this Agreement and upon execution by the

parties, this Agreement will be a binding contract which shall be fully enforceable against the parties under the laws of the State of Ohio.

ARTICLE XII ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be submitted to mediation. Unless the parties agree upon a single mediator, the panel shall consist of three persons, including one person who is selected by the School, one selected by EdSolutions and one selected by the two mediators selected by the School and EdSolutions. The mediation shall be conducted in accordance with the rules of any local mediation or arbitration association mutually agreed to by the parties, such as the Columbus Bar Association, with such variations as the parties and the mediator unanimously accept. All mediators' fees shall be split equally between the School and EdSolutions. However, this paragraph is not intended to and nor shall it be construed to preclude or bar the School and/or EdSolutions from pursuing any available administrative remedy or action at law or in equity if the parties are unable to resolve their dispute through mediation.

ARTICLE XIII MISCELLANEOUS

- A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the School and EdSolutions.
- B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, or act of God, sabotage, accident, or any other major casualty or similar cause beyond either party's control, and which cannot be overcome by reasonable diligence and/or without unusual expense.

C. Notices. All notices, demands, requirements and consents under this Agreement shall be in writing, shall be delivered to each party and shall be effective when received by the parties. Notice may be sent or delivered:

To EdSolutions:
Robert Stephens, Ph.D., Executive Director
1155 Highland Street
Columbus, OH 43201
Phone: 614-989-4588
Facsimile: 614-299-0908

To the School: Midnimo Cross Cultural
middle school
1500 W 3rd Ave Ste 125
Columbus, OH 43212
Attn: President, Board of Directors
Phone: 614-299-1007
Facsimile: 614-299-3684

D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not be contained in this Agreement. By agreement of the parties, such invalidated covenant, phrase or clause shall be replaced or, absent such agreement, the remaining provisions shall be construed so as to effect the parties' original intent to the fullest extent possible.

E. Successors and Assign. This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided and the compensation for such services.

G. Non-waiver. A party's failure to exercise any right, power or privilege under this Agreement shall not affect or limit such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, provided, EdSolutions may without the consent of the Board delegate the performance for such duties and obligations of EdSolutions as specifically set forth herein.

I. Survival of Termination. All representations, warranties and indemnities made herein shall survive termination of this Agreement.

J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Ohio.

EDUCATIONAL SOLUTIONS CO.

MIDNIMO CROSS CULTURAL MIDDLE SCHOOL

By: 

By: 

Its: Executive Director

Its: Governing Board President

Date: 5/24/12

Date: 05-24-12

ATTACHMENT 3.5.3

Requirements of School Upon Closing

1. Immediate notification to school employees and parents of students of effective date of closure.
2. Implement steps to conserve all assets of the school.
 - a. Secure buildings, offices, and other real property.
 - b. Secure all student records.
 - c. Secure all other records of the school
 - d. Secure all personal property items within the school.
3. Within seven (7) business days of the school closing, transmit all student records of current students to the students' school district of residence.
4. Take inventory of all assets of the school.
 - a. Prepare written inventory list of all school assets, including financial assets.
 - b. Provide copies of the written inventory to Sponsor
5. Identify any outstanding liabilities of the school or moneys owed to the school.
 - a. Locate and secure records of governing authority (board resolutions, financial books, etc.).
6. Identify any personal property within the school that belongs to teachers or other third parties.
 - a. Prepare a written list of all personal property that belongs to third parties.
 - b. Return personal property that belongs to teachers or third parties, keep a record or receipt evidencing what property was returned.
7. Distribute assets according to statutory priority (R.C. 3314.074)
 - a. State teachers retirement fund.
 - b. Salaries, wages, compensation, or reimbursements owed to employees of the school.
 - c. Compensation owed to private creditors of the school.
 - d. Any remaining funds to State of Ohio general revenue fund.
8. Return computer hardware or software received from eTech Ohio Commission (or former Ohio SchoolNet Commission) to the eTech Ohio Commission.
9. Supplement to Attachment 3.5.3 (next page) (as may be modified by the ODE in the future)

ODE Community School Closing Guidance

(with copies to Sponsor added)
(as may be modified by the ODE in the future)

I. Initial Notifications, Student Records and School Records

Date: _____ Notify ODE that the school is closing and send the board resolution or sponsor notice within 24 hours of the action with a copy to Sponsor.

Date: _____ Notify the Ohio State Teachers Retirement System and School Employees Retirement System and cc Sponsor.

Date: _____ Immediately take control of and secure all school records, property and assets when the school closes:

1. Student records shall immediately be put into order and transcript materials produced (certification of same required by Sponsor);
2. A final FTE review shall be requested while student records are on site at the closed school (written proof required by Sponsor);
3. Student records shall be provided to all resident districts within seven (7) business days of closure of the school as defined in R.C. 3314.44 (written proof required by Sponsor);
4. IEP records shall be provided directly to receiving school special education administrators for all students with disabilities, particularly for students with physical needs or low incidence disabilities (certification required by Sponsor);.

Date: _____ Notify the school's staff of the decision to close the school:

1. Provide a clear written timeline of the closing process;
2. Ensure that STRS and SERS contributions are current;
3. Clarify COBRA benefits and when medical benefits end;
4. Remind the faculty of their contractual obligation to teach up to the date of closing;
5. Ensure that each faculty's LPDC information is current and available to the teachers;
6. Provide sponsor contact person information to all staff; and
7. Copy Sponsor on all of the above.

Date: _____ Notify resident districts and other stakeholders of the decision to close the school:

1. Notify all resident districts, districts providing transportation and parents with a written timeline of the closing process;
 - a. Send notifications thirty (30) days prior to planned closures
 - b. Send notifications immediately for emergency closures
 - c. Notify county courts for court-placed students
2. Provide the reasons for closing and sponsor contact information;
3. Provide parents instructions about enrollment options at other community, traditional public, and nonpublic schools, including contact information;
4. Provide a written procedure with contact information for requesting student records by parents and receiving schools;
5. Notify the Information Technology Center (ITC) and arrange for a method by which all outstanding EMIS data will be reported (note: all fiscal year EMIS data must be submitted even if the school closes prior to the required submission date);
6. Notify the Office of Community Schools to eliminate all SAFE, CCIP and other ODE account logins for personnel associated with the closed school, with the exception of designated closing process reporting personnel; and
7. Copy Sponsor on all of the above.

Date: _____ Notify the public:

1. Prepare written press releases for the local media specific to the school that can be disseminated to media and provide name and phone of the school spokesperson and copy Sponsor.

Date: _____ Submit all outstanding Federal Programs and other competitive award FER and APR reports to ODE including Title I using the CCIP and copy Sponsor.

II. Disposition of Assets

Date: _____ **Keep State and Federal assets separated for purposes of disposition. Federal dollars cannot be used to pay state liabilities.** Account for all school property throughout the closing process by distinguishing state from federal dollars (copy Sponsor on all such accountings):

1. Review the financial records of the school;
 - a. Establish the fair market value (initial and amortized) via fixed assets policy, for all fixed assets;

- b. Establish check off list of purchasers with proper USAS codes (599), state codes (001,499), the price of each item, and identify the source of funds;
 - c. Establish legal authority for payment processes (e.g. checks, cash, credit cards, etc.);
 - d. Establish disposition plan for any remaining items; and
 - e. Identify any State Facilities Commission guarantees.
2. Copy Sponsor on all of the above.

Date: _____

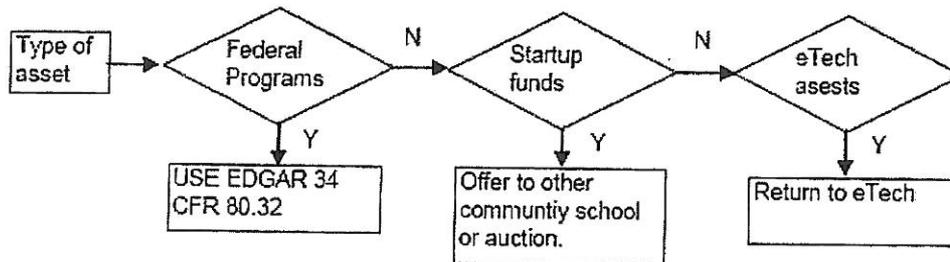
Make disposition of the school's fixed assets:

1. Offer real property acquired from a public school district to that school district's board first at fair market value. If the district board does not accept the offer within 60 days, dispose of the property in another lawful manner below.
2. For Federal Title and other consolidated and competitive funds, follow EDGAR liquidation procedures in 34 CFR 80.32 including disposition for items valued at \$5,000 or greater;
3. Current Public Charter School Program (PCSP) grant period assets must first be offered to other community schools with requisite board resolutions consistent with the purpose of the PCSP. If there are no takers, then an auction sale must be held to dispose of the assets along with the state funded assets;
 - a. Notify Office of Community Schools, then public media (print media, radio) of the date and location of any property disposition auction;
 - b. Follow EDGAR liquidation procedures in 34 CFR 80.32 for items valued at \$5,000 or greater;
 - c. Refund auction proceeds with correct federal and state program codes listed to the appropriate program with checks payable to, "Treasurer, State of Ohio";
 - d. Provide board resolutions and minutes of any transfer of assets with a dollar value of "0" to another school;
 - e. Provide OCS with a written report of the property (bill of sale);
 - f. Return to eTech (formerly Ohio SchoolNet) hardware and software to be redistributed per statutory requirements to other schools;
 - g. Remaining assets purchased from funds prior to the current USDOE award grant period may be offered to any public

school district with documented board resolutions by the community school and the accepting district.

4. Certify to and provide proof to Sponsor that 1-3 (a-g) above are completed.

Disposition Process



Date: _____ Utilize only state dollars, auction proceeds, foundation dollars and any other non-federal dollars to pay the following in order:

1. STRS/SERS/retirement and other adjustments;
2. Teachers and staff;
3. Audit preparation (prepared financials);
4. Private creditors;
5. Foundation overpayments;
6. Resident school districts pro-rated for students attending the community school; and
7. Certify to Sponsor that the above have been completed. Should Treasurer of School dispute any priorities listed by ODE above, they must notify Sponsor and provide a legal opinion supporting dispute.

III. Preparation of Itemized Financials

Date: _____ Review and prepare the following itemized financials:

1. Fiscal-year end financial statements;
2. A cash analysis (taking the previous month's recap and determining the cash balance as of the closing date);
3. A list of compiled bank statements for the year and give to the sponsor;
4. A list of investments in paper hard copy format and provide to the sponsor;

5. A list of payables and determine when a check to pay the liability clears the bank;
6. A list of all unused checks (collect and void all unused checks);
7. A list of any petty cash and provide to sponsor;
8. A list of bank accounts, closing the accounts once all transactions are cleared;
9. A list of all payroll reports including taxes, retirement, or adjustments on employee contract;
10. A list of all accounts receivables; and
11. Copy to Sponsor of 1-10 above.

Date: _____ Arrange for and establish a date for an independent accounting firm or the
 _____ Auditor of State to perform a financial closeout audit.
 _____ Copy to Sponsor of such request.

The School Governing Authority and its Treasurer have completed the above school closing procedures required by the ODE and have provided Sponsor with proof of the same.

 School Name

By: _____
 Name and Title of Board President

 Date

By: _____
 School Treasurer

 Date

By: _____
 Chief Administrator of School

 Date

ATTACHMENT 4.1

- Conflict of Interest Policy

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 ORC 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. No present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of any sponsor or operator of any community school, unless at least one year has elapsed since the person's membership or employment with the sponsor or operator ceased.
- a. An "immediate relative" means the spouse, children, parents, grandparents, siblings, and in-laws of the Board member's family.

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 5.1

- Detailed Description of Facilities, including:
 - (a) a detailed description of each facility used for instructional purposes;
 - (b) the annual costs associated with leasing each facility that are paid by or on behalf of the School;
 - (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 School's management company/operator, if any.)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is effective as of the 1st day of July 2015, by and between Frederick F. Campbell, Bishop of the Catholic Diocese of Columbus, (hereinafter "Landlord") and Educational Solutions Company, a not-for-profit Ohio Corporation (hereinafter referred to as ("Tenant")).

1. LEASED PREMISES.

In consideration of the rents to be paid hereunder and covenants to be performed by Tenant hereunder, Tenant hereby leases from Landlord and Landlord hereby leases to Tenant upon the terms and conditions set forth hereinafter the school building located at 1567 Loretta Avenue, Columbus, Ohio 43211, which shall include the nonexclusive use of the parking areas, sidewalks and driveways for ingress and egress as are indicated and appear on **Exhibit A** attached hereto and made a part hereof, together with all improvements located therein, except the parish offices, which are specifically excluded from this Lease (the area leased is hereinafter referred to as "Premises").

2. EQUIPMENT AND FURNISHINGS

Landlord provides no warranty or representation as to the condition of the Premises, including, without limitation the HVAC, electric, plumbing, roof and/or windows on the Premises, and Tenant is relying solely on its own inspection as to the suitability of the Premises for Tenant's uses. Tenant hereby accepts the Premises in an "AS IS" condition, with all faults. During the term of this Lease, Tenant shall have the use of the equipment and furnishings currently located on the Premises. Tenant shall not remove any of the equipment, including kitchen and cafeteria equipment or furnishings from the Premises and shall repair, maintain or replace the equipment or furnishings which are damaged, destroyed or have substantially deteriorated as a result of Tenant's use of the same. Upon the termination of the Tenant's occupancy of the Premises, Landlord and Tenant shall verify the condition of the equipment and furnishings. Any article of equipment or furnishings which is substantially excessively worn shall be replaced by Tenant with equipment or furnishings that are of the same or similar condition as existed prior to the inception of the original lease term. Tenant shall supply all additional furnishings and equipment required for its occupancy and operations on the Premises.

3. TERM

The term of this Lease shall commence on July 1, 2015, and shall continue for a term of five (5) years ending on June 30, 2020. Upon the expiration of the initial term of this Lease, and provided Tenant shall not be in default under this Lease beyond any applicable cure period, Tenant shall have the option to extend the term of this Lease for an additional period of one (1) year subject to the terms and conditions of this Lease. In order to exercise said option, Tenant must give Landlord notice in writing prior to April 30, 2020. Tenant may terminate this Lease prior to the end of the term in the event of the enactment, repeal, promulgation or withdrawal of the state charter law results in the loss or suspension of Tenant's charter, or such that the operation of the school on the Premises in conformity with this Lease or the Tenant's Charter violates the law.

4. RENT

Tenant hereby agrees to pay to Landlord a total rent of Forty Two Thousand and 00/100 Dollars (\$42,000.00) per year during the term hereof payable in twelve (12) monthly installments of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per month. The rent shall be payable in advance on the first day of each and every calendar month. Said rent shall be paid to Landlord, without any prior demand, setoff, or deduction, by cash, check or money order at 1567 Loretta Avenue, Columbus, OH 43211, or at such other address as Landlord may advise, in writing, Rent shall be prorated on a daily basis for any partial month of rental.

5. PURCHASE OPTION

If at any time Landlord decides to sell property, Landlord will allow Tenant first option for a period of one hundred twenty (120) days to purchase property before property is listed to general public. If after the one hundred twenty (120) day period runs and Tenant has not exercised Option to Purchase, Landlord is permitted to proceed with listing to the general public. Landlord reserves the right, in its sole discretion, to accept or reject Tenant's offer.

6. LATE PAYMENT

If any installment of rent (or portion thereof) shall remain unpaid after it is due, Tenant agrees to pay Landlord, without demand, an additional Fifty Dollars (\$50.00) per week as a late charge.

7. SECURITY DEPOSIT

Upon execution of this Lease, Tenant deposited with Landlord a security deposit in the amount of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease under the prior Lease dated July 1, 2012. No interest shall be paid to Tenant on the security deposit. If Tenant fails to perform any of its obligations under this Lease, Landlord may, but shall not be obligated to, use, apply or retain the whole or any part of the security deposit for the payment of any money due Landlord. If Tenant shall have fully performed hereunder, the security deposit or any balance thereof shall be returned to Tenant after the expiration or termination of this Lease after Tenant has surrendered the Premises to Landlord. Tenant shall not be permitted to use the security deposit for the payment of rent.

8. RIGHT OF FIRST REFUSAL

Landlord agrees that if at any time during the term of this Lease Landlord shall receive a bona fide offer acceptable to Landlord for the sale of the Premises leased herein, Landlord prior to acceptance thereof will give Tenant, with respect to each said offer, written notice thereof and an accurate description of the terms and provisions of such offer, and in such event, Tenant shall have the option and first refusal right for ten (10) days after the giving of such notice by Landlord within which to elect to purchase the Premises on the terms of said offer. If Tenant shall elect to purchase the premises pursuant to this right of first refusal granted herein, it shall give written notice of such election to Landlord within the said ten (10) day period, and upon such notice having been given, the transaction shall be closed on the terms and at the times provided in the offer. Tenant shall continue to pay the rent specified herein up to the date on which fee title to the property vests in Tenant.

9. UTILITIES

All utilities to the Premises shall be separately metered. Tenant shall pay all utility charges for the Premises prior to the due date. In the event Tenant fails to make any such payments in a timely manner, it shall be an event of default and Landlord shall have the right, but not the obligation, to make such payments on Tenant's behalf. Tenant shall immediately reimburse Landlord for any such utility payments made on Tenant's behalf, and such payments shall bear interest at the rate of twelve percent (12%) per annum until paid. Tenant shall provide for its own trash removal. The responsibility for installation and payment of all telephone services for the use or benefit of Tenant, shall be solely on the part of the Tenant. No discontinuance of any utility service shall relieve Tenant from performing any of its obligations under this Lease, and Landlord shall not be liable for any discontinuation in or failure of any utility service and no such failure or discontinuation shall be deemed a constructive discharge unless such discontinuation is a result of Landlord's negligence.

10. TAXES

On or before the last day on which payment may be made without penalty or interest, Tenant shall pay to the proper public authorities all permits, inspection and license fees, if any, that arise from the Tenant use of the Premises. All taxes, and assessments, special or otherwise, public charges, ordinary and extraordinary assessments of every kind and nature whatsoever, which are levied, if any, assessed or imposed by any public authority with respect to the Premises, or any part thereof, or fees assessed on any improvements to the Premises arising out of the occupancy, use or possession of the Premises, subsequent to the commencement of the term of this Lease and during the term of this Lease, shall be assumed by the Tenant.

Tenant shall be responsible for the payment of any and all taxes assessed upon the fixtures, furnishings, equipment and all other personal property of the Tenant contained in the Premises regardless of when such taxes become due. For the purpose of determining said amount, the figures supplied by the County Assessor as to the amounts so assessed shall be conclusive. Tenant shall comply with any and all reporting requirements for the property located in the Premises.

11. INSURANCE

- (a) General Liability and Property Damage Insurance. Tenant agrees that, at its own cost and expense, it shall procure and continue in force, in the names of Landlord and Tenant, general liability insurance against claims for injuries to persons or damage to property occurring in, about or upon the Premises, occurring as a result of the Tenant's maintenance, operation, or use of the Premises during the term of this Lease. Such insurance shall at all times be in the amount not less than Two Million Dollars (\$2,000,000.00) on account of bodily injuries or death of more than (1) person as a result of any one accident, and One Million Dollars (\$1,000,000.00) for property damage in any single accident. Such insurance shall be written by a company or companies rated A or A+ and authorized to engage in the business of general liability insurance in the State of Ohio, and a certificate of all such policies procured by Tenant in compliance herewith shall be delivered to Landlord. Such policies shall also provide for notice to Landlord at least ten (10) days prior to the expiration of any such policy. Such policy shall bear an endorsement stating that the insurer agrees to notify Landlord not less than ten (10) days in advance of modification or cancellation thereof.

- (b) Property Insurance. Tenant agrees to maintain in full force throughout the term of this lease policies of fire insurance, including extended coverage, on all fixtures, equipment and other property of Tenant located in the Premises. Such insurance shall be in equal amounts to the replacement value of such fixtures, equipment and other property, and a certificate thereof shall be delivered to Landlord at least ten (10) days prior to the time such insurance is required to be carried by Tenant, and thereafter at least ten (10) days prior to the expiration of any such policies. Such insurance shall be written by a company or companies rated A or A+ and authorized to engage in the business of fire and extended coverage insurance in the State of Ohio. Such policy shall bear an endorsement stating that the insurer agrees to notify Landlord, not less than ten (10) days in advance of modification or cancellation thereof.
- (c) Building Insurance. Landlord shall procure and maintain, during the term of this Lease, fire, wind, storm and extended coverage insurance on the building, as well as such other insurance with respect to the building, furniture and equipment as Landlord shall deem appropriate, which insurance shall be in amounts determined by Landlord. Such insurance shall provide that any loss shall be payable to the Landlord.

Tenant will not, nor will Tenant permit its clients, employees, guests, licensees or visitors, to do anything on or to the Property or so occupy the Property or bring anything upon the Property or be kept therein which would cause an increase in the rate of or cancellation of such insurance.

- (d) Waiver of Subrogation. Landlord and Tenant agree that all policies of insurance to be kept and maintained in force by the respective parties hereto, shall contain provisions in which the rights of subrogation against the Landlord and Tenant are waived by the insurance company or carriers insuring the Premises or property in question. Landlord expressly waives any right of recovery against Tenant for damage to or loss of the buildings, the Premises or the Property, or improvements thereon, which loss or damage may arise by fire or any other peril covered by any policy of insurance required to be maintained pursuant to this Lease which contains or is required to contain waiver of subrogation rights against Tenant pursuant to this Section, and shall make no claim for recovery against Tenant therefore. Tenant expressly waives any right of recovery against Landlord for damage to or loss of the Premises, and fixtures, improvements, or other property located therein, which damage or loss may arise by fire or any other peril covered by any policy of insurance maintained, or required to be maintained pursuant to this Lease which contains or is required to contain a waiver of subrogation right against Landlord as set forth in this Section and shall make no claim for recovery against Landlord therefore.

If the building or other improvements shall be damaged or destroyed by fire or other casualty, then Landlord in its absolute discretion shall decide whether this Lease shall terminate or to repair the damage. In the event the Premises, because of such damage or destruction, are not repaired, or are not repairable to a condition suitable for use by Tenant within a period of ninety (90) days from the date of damage or destruction, Tenant may, at its option, terminate this Lease by written notice to Landlord, and thereupon Tenant shall be released from all liability and obligations under this Lease. In the event the Premises are totally destroyed by fire or other casualty and Landlord intends to rebuild, Landlord shall give Tenant written notice of its intention to rebuild, and Tenant shall have the option, to be exercised by Tenant in a written statement delivered to

Landlord within thirty (30) days after Tenant's receipt of such notice, of continuing its tenancy in the new building for the then unexpired term of this Lease under the terms hereof, such unexpired term to commence from the date the rebuilt Premises are ready for occupancy.

12. PERSONAL PROPERTY

Any and all personal property on the Premises shall be at the sole risk of the Tenant or the occupants of the Premises. Landlord shall not be liable for any damages to said property or to the Premises or to said Tenant or the occupants of the Premises arising from, but not limited, damage occasioned by bursting or leaking pipes, boilers or plumbing, electrical wiring, or by water, snow or such being upon or coming through the roof or otherwise unless such damage is a result of Landlord's gross negligence, willful misconduct or failure to repair after receipt of reasonable notice and opportunity to repair.

13. USE OF PREMISES

The Premises are to be used and occupied by Tenant solely for operating a school and such related activities, and shall not be used for any other purpose. Tenant shall provide the Landlord with a quarterly schedule of any activities and events which Tenant anticipates will occur on the Premises outside regular school hours. Food may be stored or consumed only in areas designated for that purpose by Landlord, such areas shall include the kitchen and gymnasium. Tenant shall not permit any waste to or on the Premises, nor use the Premises for any unlawful purpose or dangerous, noxious or offensive activity, or cause or maintain any nuisance in or on the Premises. Tenant agrees to use the Premises so as to cause no unreasonable disturbance to any neighbors adjacent to the Premises

Upon termination hereof, Tenant shall deliver the Premises to Landlord in as good order and condition as it now is, together with all installations, improvements and alterations which may have been installed by Tenant or Landlord, ordinary wear and tear excepted. If the Premises or contents thereof are not returned, then Tenant shall further pay to Landlord the full cost and expense of placing the Premises in the same condition or of replacing same if they cannot be so repaired. During the term, Tenant shall keep the Premises in a safe and sanitary condition, dispose of all waste in a clean, safe and sanitary manner, keep all plumbing fixtures in the Premises as clean as their condition permits, use and operate all electrical and plumbing fixtures properly, comply with the requirements imposed on tenant by all applicable state and local housing, health and safety codes, and maintain in good working order and condition any appliances and all of the furnishings and other contents in or on the Premises, supplied by Landlord all of which shall be maintained at the sole cost and expense of Tenant. Tenant shall not permit smoking by its employees or guests on the Premises.

14. LANDLORD USE OF PREMISES

Landlord shall have the right to use the gymnasium, cafeteria and restrooms of the Premises for any Landlord function, at no cost to Landlord, during non-school hours. Landlord shall coordinate any use of the Premises with Tenant and shall provide at least twenty-four (24) hour notice of such use. Any activities of Tenant at the Premises shall priority over any activities of Landlord; provided, however, that if Tenant have previously approved an activity of Landlord for a specific time or date, that activity shall

have priority over any activity of Tenant arising after Landlord's activity or use has been scheduled. Landlord shall have exclusive use of the parish offices, which are specifically excluded from the Premises.

15. PARKING

Tenant and Tenant's employees, clients and guests shall have the nonexclusive right to use the parking spaces located at SS Augustine and Gabriel Church adjacent to the building. Landlord reserves the right to regulate parking, including the right to preclude Tenant from parking in certain parking spaces or requiring Tenant to use certain parking spaces, provided, however, that Tenant shall have no less than twenty (20) parking spaces available during regular school hours. Tenant shall not permit vehicles to be abandoned or stored in the parking areas. Tenant shall not permit vehicles of its employees, agents, clients and guests to be parked in the access drive area on the east parking lot entrance.

16. JANITORIAL SERVICES AND REPAIRS

In general, Tenant shall maintain the Premises in good order and condition in accordance with good business practices.

- (a) Tenant shall be responsible for the daily custodial requirements of the Premises. Tenant agrees to provide janitorial service to maintain Premises including the areas to which the Tenant has nonexclusive use. Tenant shall procure all necessary supplies and toiletries necessary for the maintenance of those areas. Tenant, at its sole cost and expense, shall take good care of, maintain and repair the Premises, any and all appurtenances thereto including but not limited to, the doors and interior walls of the Premises; light fixtures; kitchen fixtures; bathroom fixtures; plumbing or electrical services; and rugs, carpeting, flooring, wall coverings, drapes or blinds within the Premises. Tenant shall be responsible for ordinary and customary maintenance of the HVAC system. Notwithstanding the provisions of this Lease, if repairs required to be made by Tenant become immediately necessary to avoid possible injury or damage to persons or property, Landlord may, but shall not be obligated to, make repairs to such items at Tenant's expense. Within ten (10) days after Landlord renders a bill for the cost of the repairs, Tenant shall reimburse Landlord.
- (b) Landlord may, at its sole option, make any and all major and structural repairs to the Premises, including roof repairs, plumbing, electrical, HVAC system and windows (excluding broken panes) and shall be responsible for the exterior portions of the Premises. Should Landlord choose not to make any major repairs which are required for the continued occupancy of the Premises, Tenant shall have the option to either (i) make the necessary major repairs at Tenant's sole expense and, in a good and workman like manner and with Landlord's prior written approval as to the manner of the repairs or (ii) to terminate this Lease. Landlord shall be responsible for lawn care.
- (c) Tenant and Landlord will each be responsible for fifty (50%) of the cost of snow removal.
- (d) Tenant and Landlord, as the case may be, shall be solely responsible for any repairs to the Premises and related expenses resulting from the negligence or intentional misconduct of their respective employees, agents, clients and guests.

- (e) Tenant shall as soon as practicable notify the Landlord in writing of any damage to the Premises and shall coordinate any and all such repair work with the Landlord. All repairs to the Premises shall be made as soon as practicable. All notices regarding any repairs shall be provided immediately at the location identified in the notice provision of this Lease.
- (f) Tenant is solely responsible for any repairs or work required to assure compliance with Federal, State or local statute as it relates to facilities housing a school. All repairs and work to be performed by Tenant shall be performed in a good and workmanlike manner, free of mechanics liens, and must be approved, in advance, by Landlord.

17. ALTERATIONS AND CARE

Tenant may, after providing Landlord with specific details of the improvements including the costs of such improvements in writing and upon obtaining the prior written consent of the Landlord, at its own expense, beginning with the execution of this Lease, from time to time during the term hereof or any extension hereof, make such interior alterations, additions and changes, including but not limited to, the expansion or upgrading of plumbing and electrical service (hereinafter "alterations") in and to the Premises as it finds necessary or convenient for its purposes. Landlord's consent shall not be unreasonably withheld, conditioned or delayed. All such work shall comply with all applicable ordinances, codes, laws and regulations of all authorities having jurisdiction over the Premises and Tenant's use of said Premises. Unless otherwise provided in the written consent, any such alterations in the Premises shall become the property of the Landlord and be included in the Premises. Tenant shall, at its sole costs and expense, upon receipt of written instructions from the Landlord, remove any alterations in or to the Premises made in violation of this paragraph and restore the Premises to the condition in which they were originally found. Tenant further agrees to lawfully, peaceably, and quietly hold and occupy the Premises, and to take good and reasonable care of same, during the entire term of this Lease.

18. MECHANICS LIENS

Tenant shall not permit any mechanic's, laborers', material men's or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Premises for Tenant or under Tenant's control.

If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge of the same by giving security or in any manner required or permitted by law. Tenant's failure to do so within thirty (30) days of the filing of the lien or attachment may, at Landlord's sole option, result in the payment of the same by the Landlord and subsequent recovery of all expenses and costs from the Tenant. Tenant shall indemnify, hold harmless and defend the Landlord from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery or materials and shall promptly reimburse the Landlord for all costs and expenses thereof, including but not limited to, reasonable attorney's fees, bond premiums and court costs.

19. LANDLORD'S WARRANTIES

Landlord warrants and represents to Tenant that as of the date of execution of this Lease and throughout the Primary Term or any extension thereof:

- A. Landlord is the owner of a fee simple estate in the Premises and has the right and power to enter into this Lease and to perform same and by this instrument conveys a good leasehold interest to Tenant in accordance with the terms, conditions and provisions hereof.
- B. That there are no claims of other parties, encumbrances, mortgages or other liens, restrictions, reservations or defects in Landlord's title which could interfere with or impair or result in any interference with or impairments of Tenant's use, occupancy or enjoyment of the Premises or with Tenant's rights hereunder.
- C. That any obligations pursuant to mortgages or other obligations or liens on the Premises are in good standing and all taxes on the Building Site are current and have been paid in full.

In the event that Landlord breaches any of the foregoing warranties and representations, Landlord shall indemnify and hold harmless Tenant from and against any loss and expense, including reasonable attorney's fees, incurred by Tenant as a result thereof, and if Landlord fails to rectify any such breach within thirty (30) days following receipt of Tenant's notice regarding the same, Tenant may, at its option, terminate this lease upon notice to Landlord and be released of and from all further liability hereunder and upon such notice of termination, Landlord shall refund to Tenant within ten (10) days of receipt of said notice any deposits or prepaid rent paid hereunder.

20. ASSIGN AND SUBLET

Tenant shall not assign, sublet, or encumber this Lease without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

21. ACCESS BY LANDLORD

Landlord and his agents shall have the right to access the Premises at reasonable times for the purpose of inspection; provided Landlord shall provide at least twenty-four (24) hour notice and be accompanied by a School employee, except in the case of an emergency or to prevent imminent harm or damage to persons or property.

22. LIABILITY AND MUTUAL INDEMNIFICATION

Tenant understands and agrees that the Premises and all its contents are under the control of the Tenant, and Landlord shall not be liable to any of Tenant's guests, servants, or agents for any damage to their person or property caused by failure of the Premises or any component thereof, or by a latent defect in the building, or by the elements, or by any other reason whatsoever. Tenant shall be responsible for the maintenance and repair of any damage to the Premises and appurtenances under its control.

Tenant agrees to indemnify Landlord against any loss, liability or damages that may arise from events that occur upon the Premises to the extent and degree resulting from

Tenant's negligent acts or omissions, which are not the fault of Landlord, its agents, employees, contractors and invitees or which are not the result of Landlord's failure to perform Landlord's obligations under the terms of this Lease. Landlord agrees to indemnify Tenant against any loss, liability or damages that occur on or within the building to the extent and degree resulting from Landlord's negligent acts or omissions, which are not the fault of Tenant, its agents, employees, contractors and invitees or which are not the result of Tenant's failure to perform Tenant's obligations under the terms of this Lease. Landlord and Tenant, as the case may be, shall defend any lawsuits with respect to claims for loss, liability or damages against the indemnity provided herein and shall pay any judgments which result from any legal action. The foregoing indemnifications shall include the officers, directors and employees of Landlord and Tenant.

23. DEFAULT

If the rent or any portion thereof shall at any time be in arrears more than five (5) business days and remain unpaid, or if after ten (10) days prior written notice of default to Tenant from Landlord, Tenant shall fail to keep and perform any term hereof, or if Tenant shall be adjudged bankrupt, or if Tenant shall abandon and vacate the Premises prior to the expiration of the term of this Lease, the Tenant shall be deemed to be in default hereunder and it shall be lawful for Landlord to immediately enter onto said Premises and again have, repossess, and enjoy same as if this Lease had not been made, and thereupon this Lease and everything herein contained on the part of Landlord to be performed shall cease, terminate, and be utterly void; without prejudice, however, to the right of Landlord to recover from Tenant all amounts due hereunder for rents, damages, or any other item. The commencement of a procedure or suit in forcible entry and detainer, or in ejectment, or otherwise, after any default by Tenant, shall be considered the equivalent in every respect to actual entry by Landlord. In addition to the remedies hereinabove provided, Landlord shall have such other and further remedies as may be allowed by law and equity and the remedies of Landlord specified herein shall be cumulative as to each other and as tot all such allowed by law and equity.

If Landlord fails to perform any of its obligations under this Lease, and such failure continues for more than thirty (30) days after delivery of Tenant's notice specifying the nature thereof, or if the failure is of a nature to require more than thirty (30) days after delivery of Tenant's notice specifying the nature thereof, or if the failure is of a nature to require more than thirty (30) days to cure and such failure continues beyond the time reasonably necessary with exercise of due diligence, such failure shall be deemed a default by Landlord and Tenant may, at its option terminate this Lease upon written notice, or Tenant may incur and deduct from rent the expense necessary to perform said obligation of Landlord. If Tenant shall incur expense, including reasonable attorney's fees, in instituting, prosecuting or defending any action or proceedings instituted by reason of any default by Landlord, Landlord shall reimburse Tenant for the amount of such expense, provided that if Landlord fails to reimburse Tenant within thirty (30) days of Tenant's written request for such reimbursement Tenant may offset or deduct such amounts owing by Landlord from any subsequent payment of rent due hereunder.

24. WAIVER

Failure by Tenant or Landlord to enforce any or all of the terms, conditions, or covenants herein shall not be deemed a waiver of any of the rights or remedies that Tenant or

Landlord may have, and shall not be deemed to be a waiver of any subsequent breach or default upon the part of Tenant or Landlord.

25. SEVERABILITY

If any provision of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provision to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

26. NOTICES

Any notice specific herein to be given to Landlord or Tenant shall be made in writing and shall be binding upon such party from the time when such notice shall have been delivered in person or on the third day after the same has been sent by registered or certified mail, postage prepaid and addressed to Landlord and Tenant at the following addresses or to such other address as the parties hereto may designate in the manner herein provided.

If to Landlord:

SS. Augustine & Gabriel Church
1567 Loretta Avenue
Columbus, OH 43211

With a copy to:

Bishop Frederick F. Campbell
Diocese of Columbus
198 East Broad Street
Columbus, OH 43215

If to Tenant:

Educational Solutions Company
c/o Estella Stephens
1500 W 3rd Ave., Suite 125
Columbus, OH 43212
Phone No.: 614-299-1007

27. SIGNS

Tenant shall not install any sign, advertising or identifying media on the exterior of the Premises without Landlord's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned.

28. EMINENT DOMAIN

If all or any part of the Premises shall be taken or appropriated for public or quasi-public use by the right of eminent domain either party hereto shall have the right at its *option*

exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority provided however that before Tenant may terminate this Lease by reason of taking or appropriation as provided herein above such taking or appropriation shall be of such an extent and nature as to substantially impair Tenant's use of the Premises.

If any part of the building other than the Premises shall be so taken and appropriated Landlord shall have the right at its option to terminate this Lease. No award for any partial or entire taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in such taking or condemnation together with any and all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided however that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any award made to the Tenant for the taking of personal property belonging to Tenant. No temporary taking of the Premises and/or Tenant's rights therein or under this Lease shall terminate this Lease or give Tenant any right to any abatement of rent or other obligation thereunder.

29. HOLDOVER

In the event Tenant remains in possession of the Premises after the expiration of this Lease without the consent of the Landlord or with the consent of Landlord and without the execution of a new lease it shall be deemed to be occupying said Premises as a tenant from month to *month* subject to all of the conditions provisions and obligations of this Lease except that the rent shall be one and one half times the rent at the expiration of the term.

30. MISCELLANEOUS

This Lease contains the entire agreement and understanding between the parties. There are no oral understandings terms or conditions and neither party has relied upon any representations expressed or implied not contained in this Lease. All prior understandings terms or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

31. COMPLIANCE WITH LAWS

Landlord warrants and represents to Tenant that, to the best of Landlord's knowledge, there are no pending complaints, investigations, actions or proceeds of any kind before any court or governmental agency by any person(s) or governmental authority(ies) regarding non-compliance with the Americans with Disabilities Act to the Premises, the building, or the Property.

32. ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. It is acknowledged that Exhibit A has been made a part of this Lease prior to the execution hereto.

33. BROKER'S COMMISSIONS

Landlord and Tenant each represents to the other that no real estate brokers or agents are involved in this Lease.

34. EARLY TERMINATION BY LANDLORD

During the term of this agreement, Landlord and/or Lessee may terminate this Lease, with 120 (one hundred twenty) days' notice, should Landlord, in its sole discretion, make the decision to cease operation on the Property as a Roman Catholic Parish.

[The remainder of this page is intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written:

LANDLORD:

F. F. Campbell

Frederick F. Campbell Bishop of the Catholic Diocese of Columbus

TENANT:

Educational Solutions Company
An Ohio nonprofit corporation

By: Estella Stephens

Estella Stephens

Title: CEO/Superintendent

STATE OF OHIO :
: SS:
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 5th day of August, 2015, by Frederick F. Campbell, Bishop of the Catholic Diocese of Columbus.

Katrina M. Nieman

Notary Public



Katrina M. Nieman
Notary Public, State of Ohio
My Commission Expires 03-10-2018

STATE OF OHIO :
: SS:
COUNTY OF FRANKLIN :

The foregoing instrument was acknowledged before me this 2nd day of July, 2015, by Estella Stephens, CEO/Superintendent of Educational Solutions Company, an Ohio nonprofit corporation, for and on behalf of said corporation.

C. Benson

Notary Public



CHRISTINA E. BENSON
Notary Public, State of Ohio
My Commission Expires 05-10-16

Franklin County Auditor – Clarence E. Mingo

010-061277-00

Owner Name HERRMANN EDWARD J BISHOP

Site Address 1567 LORETTA AV

Legal Descriptions SW COR LORETTA & GREENWICH RES 1.57 ACRES

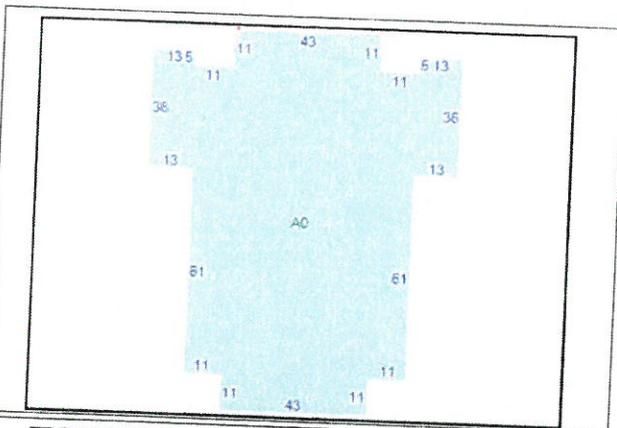
Mailing Address

Transfer Date 10/26/1973
Transfer Price .00

Instrument Type

Prop. Class E - Exempt
Land Use 685 - EXEMPT PROPERTY OWNED BY CHURCHES
Tax District 010 - CITY OF COLUMBUS
Sch. District 2503 - COLUMBUS CSD
App Nbrhd X4000
Tax Lein No
CAUV Property No
Owner Occ. Credit 2017: No 2018: No
Homestead Credit 2017: No 2018: No
Rental Registration No
Board of Revision No
Zip Code 43211
Annual Taxes .00
Taxes Paid .00
Calculated Acreage 1.44
Legal Acreage .00

| | Current Market Value | | | Taxable Value | | |
|--------|----------------------|-------------|-------------|---------------|-----------|-----------|
| | Land | Improv | Total | Land | Improv | Total |
| Base | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TIF | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Exempt | \$120,400 | \$1,703,400 | \$1,823,800 | \$0 | \$0 | \$0 |
| Total | \$120,400 | \$1,703,400 | \$1,823,800 | \$42,140 | \$596,190 | \$638,330 |
| CAUV | \$0 | \$0 | \$0 | \$42,140 | \$596,190 | \$638,330 |

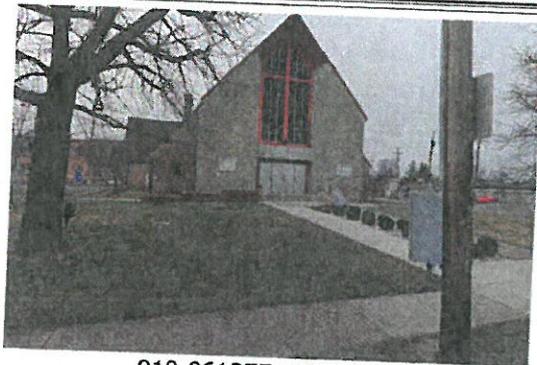


Building Data

Land Use 685-EX PROP OWNED BY CHURCHES
Year Built 1900
Total Sq Ft 8484
Stories 01
Grade AVERAGE + +

Sketch Legend

1 A0 - 063:RELIGIOUS INST8484 Sq. Ft.



010-061277 02/21/2017



Disclaimer: The information on this web site is prepared from the real property inventory maintained by the Franklin County Auditor's Office. Users of this data are notified that the primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.

INDEMNIFICATION AGREEMENT AND WAIVER

This **INDEMNIFICATION AGREEMENT AND WAIVER** (this "Agreement") is made and entered into to be effective as of May 21, 2013, by and between **North Central Ohio Educational Service Center**, an Ohio political subdivision ("NCOESC"), **Frederick F. Campbell**, Bishop of the Central Ohio Diocese of Columbus, ("Landlord"), and **Midnimo Cross Cultural Middle School**, an Ohio non-profit corporation ("Midnimo"). Landlord and Midnimo are also hereinafter sometimes referred to collectively as the "Indemnitors". NCOESC, Midnimo and Landlord are also hereinafter sometimes referred to each individually as a "Party" and collectively as the "Parties".

WHEREAS, NCOESC is a co-tenant along with Midnimo for certain premises located at 1567 Loretta Avenue, Columbus, Ohio 43211 (the "Lease").

WHEREAS, Indemnitors desire to indemnify NCOESC against any obligations relating to the Lease.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, representations, warranties, covenants, agreements, and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree that the foregoing recitals are incorporated herein by reference and as follows:

1. **Indemnification**. Indemnitors jointly, severally, and irrevocably covenant and agree to defend, indemnify, and hold harmless NCOESC and its successors, assigns, officers, members, governing board, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, actions, causes of actions, proceedings, liabilities, obligations, costs, or expenses (including, without limitation, attorneys' fees and court costs) arising out of or resulting from the Lease (individually, each a "Claim" and collectively, the "Claims"), except as may arise or result from the gross negligence or willful misconduct of NCOESC. However, non-payment of rent shall not be considered gross negligence or willful misconduct.

1.1 **Notice of Claim**. If an Indemnitee receives notice of any Claim against an Indemnitee, such Indemnitee shall give written notice to Indemnitors of such Claim. The Indemnitors shall have fifteen (15) days after receipt of such notice: (a) to arrange for a full and final settlement, compromise, dismissal of such Claim; or (b) defend such Claim and provide immediate indemnity hereunder.

1.2 **Indemnitors Responsibility**. The Indemnitors shall be fully responsible for undertaking and conducting, through counsel of their own choosing and at their own expense, the settlement or defense of all such Claims. If, in the reasonable opinion of the Indemnitees or their counsel, any Claim or the litigation or resolution thereof involves an issue or matter which could have a material adverse effect on the business, operations, assets, properties, or prospects of an Indemnitee, the Indemnitees shall have the right to control the defense, compromise, and settlement of such Claim undertaken by the Indemnitors, and the reasonable cost and expenses of the

Indemnitees in connection therewith shall be included as part of the indemnification obligations of the Indemnitors hereunder. If the Indemnitees elect to exercise such right, the Indemnitors shall have the right to participate in, but not control, the defense, compromise, and settlement of such Claim at its sole cost and expense. Any compromise or settlement of such Claim shall be subject to the approval of the Indemnitors, which approval shall not be unreasonably withheld, conditioned, or delayed.

1.3 **Settlement and Compromise.** Any settlement or compromise made or caused to be made by the Indemnitors of any Claim shall also be binding upon the Indemnitees in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise; provided, however, that, without the consent of the Indemnitees (which consent may not be unreasonably withheld, conditioned, or delayed), the Indemnitors shall not enter into any such settlement or compromise unless the Indemnitors shall have obtained a complete and unconditional release of the Indemnitees.

2. **Waiver.** The Indemnitors waive any and all rights they have against Indemnitee under, by or through the Lease not resulting from the gross or willful acts or omissions of the Indemnitee.

3. **Survival.** This Agreement and the terms and provisions hereunder (including, without limitation, the covenants and agreements to defend, indemnify, and hold harmless) shall survive in perpetuity.

4. **Other Rights and Remedies Not Affected.** This Agreement, the terms and provisions hereunder, and the indemnification rights of Indemnitees hereunder are independent of and in addition to any other rights and/or remedies the Indemnitees may have under contract, at law, in equity, or otherwise against the Indemnitors or any third party.

5. **Notices.** Any notice, request, demand, instruction, or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally or by a nationally recognized overnight express courier, return receipt requested, postage prepaid, and in any event addressed to the Parties as follows: (a) if to NCOESC, 928 West Market Street, Suite A, Tiffin, Ohio 44883; (b) if to Midnimo, 1567 Loretta Avenue, Columbus, Ohio 43211; and (c) if to Landlord, SS. Augustine and Gabriel Church, 1567 Loretta Avenue, Columbus, Ohio 43211, and the same shall be effective upon receipt if delivered personally or by overnight courier service. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

6. **Entire Agreement, Amendments, and Waivers.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, whether written or oral, relating to such subject matter. This Agreement may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by the Party to be bound thereby.

7. **Binding Effect; Assignment; No Third Party Benefits.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties, and their respective

successors and permitted assigns. No Party shall have the right to assign this Agreement and any of its rights, interests, duties, and obligations hereunder to any third party without the prior written consent of all of the other Parties. Further, this Agreement is for the sole and exclusive benefit of the Parties, and their respective successors and permitted assigns, and no third party is intended to or shall have any rights hereunder.

8. **Captions.** The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the sections, paragraphs, or provisions to which they apply or otherwise affect the interpretation hereof.

9. **Construction of Agreement.** Notwithstanding the fact that this Agreement may have been drafted or prepared by one of the Parties, the Parties confirm that they and their respective counsel have reviewed, negotiated, and adopted this Agreement as the joint agreement and understanding of the Parties. Accordingly, this Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one (1) Agreement. The signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Telecopy signatures shall be deemed effective as originals.

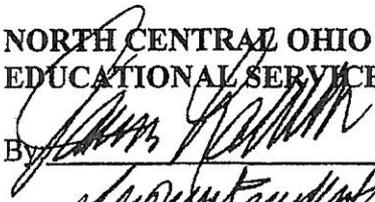
11. **Governing Law and Venue.** This Agreement shall be deemed to have been entered into in the State of Ohio, and shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. **EACH PARTY HERETO AGREES AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED IN FRANKLIN COUNTY, OHIO FOR RESOLUTION OF ANY DISPUTES ARISING HEREUNDER.**

12. **Severability.** If any provision of this Agreement is or shall be deemed to be illegal, invalid, or unenforceable, the remaining provisions hereof shall remain in full force and effect and interpreted as if such illegal, invalid, or unenforceable provision did not exist herein.

13. **Control of Premises.** In consideration of Indemnitors indemnifying NCOESC as set forth in this Agreement, as well as for the waiver herein, NCOESC covenants that it will permit Indemnitors to make decisions on the future use of the premises that are the subject of the Lease.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as of the date set forth herein above.

NORTH CENTRAL OHIO
EDUCATIONAL SERVICE CENTER

By: 

Its: Superintendent / CEO

J. J. Campbell

Frederick F. Campbell, Bishop of the Catholic Diocese of Columbus, on behalf of The Catholic Diocese of Columbus and the SS. Augustine and Gabriel Church

Date: 6-21-2013

STATE OF Ohio)
)ss:
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 21 day of June, 2013, by Frederick F. Campbell, Bishop of the Catholic Diocese of Columbus, on behalf of The Catholic Diocese of Columbus and the SS. Augustine and Gabriel Church.

(SEAL)



BETH E. SISSON
Notary Public, State of Ohio
My Commission Expires 01-20-2014

Beth Sisson
Notary Public
My Commission Expires: 1/20/14

ATTACHMENT 6.3

Educational Program

- A. Curriculum and Evidence/Research of Viability of Curriculum
- B. Classroom based and non-classroom based learning opportunities – include learning opportunities off site, by internet, by independent study, on contingency days, by field trip, on suspension or expulsion, etc. “Learning Opportunities” is currently defined as classroom-based or non-classroom-based supervised instructional and educational activities which are defined in the Contract and are:
 - (1) provided by or supervised by a licensed teacher;
 - (2) goal oriented; and
 - (3) certified by a licensed teacher as meeting the criteria established for completing the learning opportunity. (See OAC 3301-102-02)
- C. Focus, Mission, Philosophy, Goals and Objectives
- D. Instructional Delivery Methods
- E. School Calendar (including adequate contingency days)
- F. Alignment with Ohio Academic Standards
- G. Any Credit Flexibility Program
- H. Any College Career Plus Program
- I. Blended Learning Program (if any), including:
 - (1) A description of what blended learning models will be used;
 - (2) A description of how student instructional needs will be determined and documented;
 - (3) The method to be used for determining competency, granting credit, and promoting students to a higher grade level,
 - (4) The School’s attendance requirements; and
 - (5) A statement describing how student progress will be monitored.

MIDNIMO HIGH SCHOOL EDUCATION PLAN (MID HS)

Characteristics of Students: Students entering 9th grade may apply to the school and be enrolled based on available seats. We anticipate 80% or more of the current MID Middle School 8th grade population will transition into the 9th grade academy.

Administration/Staff: The MID Middle School will serve as the Academy School Leader and counselor. Full time staff will facilitate daily instruction and serve as academic coaches to small groups of 5-8 students. Highly qualified contracted staff will serve as facilitators in elective courses.

Educational Philosophy:

Same as K-8

- Emphasize performance based teaching and learning where students utilize technology/media to demonstrate understanding of educational standards.
- Treat parents as partners consistently engaged in the learning community.
- Engage students in developing and monitoring individualized educational learning plans reflective of college readiness.

Focus of the Curriculum:

Overview: The school will employ an inquiry approach to mastering educational standards by utilizing a combination of problem based learning, project based learning, and performance based assessment to effectively demonstrate each students understanding and application of fundamental skills necessary for college entry and continued success by means of real-world experiences. Mathematics and communication will be the major focus of the 9th grade academy curriculum.

The MID HS will use a model similar to the Urban Academy High School to build its high performing 9th Grade Academy in 2010-2011. The Urban Academy High School is a laboratory based school in New York City which has received Blue Ribbon status and is recognized as a national model for highly effective small high schools which uses an inquiry-based open ended approach to learning. This approach engages students by means of project-based learning and performance based assessment. The proposed model is validated by academic research as a method of differentiated instruction that results in more engaged students who take active, assertive roles in what they learn; higher daily attendance; increased cooperative learning skills; and improved test scores.

MID HS EDUCATIONAL PLAN

Problem based learning involves teachers posing a real-world question that is related to the concept being studied. Students use available resources to solve and validate their solution. The most common form of problem based learning is seen in constructed response, short answer type problems. This is a differentiated instruction approach that can be used in a single subject course or across disciplines.

Project-based learning (PBL) involves students working collaboratively to demonstrate a deeper understanding of multiple educational standards through longer-term scientific discovery, case-study models that include hypothesis, data collection, research, recommendations based on findings, and presentations. Students will utilize teacher created rubrics to actively engage in a team approach to problem-solving, exhibit their ability to make meaningful connections across multiple disciplines, expand their ability to think critically, and apply 21st century technological skills.

Performance based assessments will support a project-rich curriculum. Performance based assessment provides an authentic means of identifying and addressing individual student strengths and barriers to success. Students are assessed in a similar manner in which adults are tested in the workplace. Teachers will use curriculum maps to develop assessments that are engaging, standards driven, and documents specific skills that students possess or need to develop further. Students will demonstrate knowledge via electronic and print formats. Performance based assessment is a companion to the problem-and project-based models described above. This authentic form of assessment is compatible with our curriculum mapping process in K-8 and serves as an extension to the short-cycle assessments implemented in 2009-2010 (Standard based curriculum mapping and staff training is ongoing. Sessions are scheduled during the summer, the annual two (2) week staff training prior to school year and included in the Professional Development school year calendar).

Technology will be integrated into the learning process daily. Mathematics and language arts/communication courses will use laptop computers for small group project research and independent practice. Science and social studies coursework will involve access to virtual simulations such as the MIND Project (Mobile Buckeye Science Computer Lab and Laboratory classroom currently utilized). The ROCKMAN ET AL, an independent research firm in San Francisco, California has found that the use of laptop technology is highly effective in improving student writing and communication skills. Teachers and students using laptops reported that teachers become facilitators of student-centered classrooms and that students become increasing more accountable for their own learning. A British Math Study revealed that secondary students who participated in more open-ended projects instead of traditional, direct instruction approaches attained higher levels of success on standardized math tests with problems requiring both rote memorization type problems as well as those requiring higher order analytical and conceptual thought.

MID HS EDUCATIONAL PLAN

Individualized educational learning plans will be developed after initial diagnostic assessments in each course/content area. The individualized learning plan will include S.M.A.R.T. goals for each course/content area as well as transitioning into entry level college courses. Each 9th grade Academy student will participate in an interview and conference to learn about S.M.A.R.T goals and individual plans. The plan will be developed and monitored frequently by the student, teacher, support personnel, and family members. When students are involved in monitoring their own pathways to success they tend to embrace and adjust with little guidance necessary, far exceeding expectations.

LEP students are provided with leveled instruction that meets their individual needs as learners as well as provides them with opportunities to progress at an accelerated rate in the acquisition of English proficiency.

Higher education partnerships will be in place to support transitioning from school to college to work/entrepreneurship. These partnerships are being designed to eliminate the disparities observed by subgroups (girls, boys, minorities, and LEP) in our MS as well as MS across the country. College mentors from Ohio State University (OSU) will be recruited (currently using OSU students in our MS STEM SI after school program) to provide 80 hours of support to small groups of Somali LEP students in phase 1 (with less than two years in United States) and phase 2 (two-four years in the United States). Mentors will meet once per week for 1.5-2 hours with students to provide tutorial assistance, meaningful activities related to preparing for a smooth transition from high school to college level expectations, as well as volunteerism and internship opportunities. A similar mentorship program will be established for LEP students identified within other racial/ethnic groups and our general student body. For the general student body, the College Club mentoring program may include mentors from one particular college/university that adopts and mentors 5 students for 80 hours about social responsibility, provides tutorial assistance as necessary, engages students in activities that motivates and exposes them to the rigors and benefits of the college experience. Meetings will be held before, during lunch/study hall, or after-school at MID HS to accommodate the schedules of the college mentors.

Curricula for grade 9 is covered below

Ohio Graduation Test (OGT) *preparation* begins in the 9th grade, although they are not required to take the exam. The school will prepare students to succeed on OGT in several ways. The basic curriculum for each of the courses/subject areas required for high school completion teaches independence, collaboration, and academic rigor. It is an appropriate preparation for the OGT, since students across the state of Ohio struggle with mathematics and communication, this project problem approach will support closing the achievement gaps by quickly improving proficiency levels and exposing students to skills necessary for thriving independently and successfully in higher education as well as the work place.

Subject Areas:

Language Arts (English I); Geometry; US History; Integrated Natural Science

Text/Resources from Houghton Mifflin & Holt, Reinhert, Winston Resources will be used to develop mastery in each of the core subject areas. Students will earn 1 credit for each core subject and .5 credits for each elective course.

Rationale for Geometry in 9th Grade Academy: The National Council for Teachers of Mathematics urges teachers and facilitators to seek a more logical sequence of content delivery in order to improve mastery levels. The MID HS firmly believes that a sequence of Geometry, Algebra I, Algebra II, and Calculus or its equivalent is the best fit for this population of students served. Several high schools in Michigan have adopted this progression as well and found significant positive changes in achievement levels of students in college preparatory programs.

Sample Electives (.5 CREDITS EACH)

- S.T.E.M./History: Cupe News (School, Community, Local/National, Weather, History)
- S.T.E.M.: Robotics in collaboration with Ohio Society of Engineers/National Society of Black Engineers
- Language Arts/Communication Media Art/Fine Arts: Young Author's Series in collaboration with local television/radio stations and newspapers;
- Science/Physics: CSI or Pharmacy/Phlebotomy/Mortuary Science
- Health/Physical Education: Diet (Healthy Lifestyles, Meals) & Exercise (Dance, Yoga, Bowling)
- Foreign Language (Spanish, Arabic)

Supplementary Programs

Supplemental programs may be delivered before, during, after school, or during summer. Students will participate for a minimum of 15 weeks to build skills identified in their individual learning plan and demonstrate proficiency on program exit exams. Materials from existing curriculum resources will be the basis of this independent study program.

MID HS EDUCATIONAL PLAN.

Essential

Mathematics

Students will understand the basics in decimals, fractions, proportions, percents and signed numbers. This course is designed to build a strong foundation in computation.

Pre-Algebra

Students will understand the basic concepts of algebra: solving equations, graphing and slopes, order of operations, signed (directed) numbers, exponents and roots. A workshop format incorporating games and small group activities is the basis of the in-class activities.

Writers Workshop (High Performance Writing by McGraw Hill)

Students will understand basic concepts of writing, grammar, and communication. A workshop format will be implemented to help students apply these skills confidently and competently.

*We will adhere to the Ohio Core Requirements

- Starting July 1, 2010, students who enter ninth grade will need to complete 20 units graduate from MID HS, including:
 - **English Language Arts** (4 units)
 - **Health** (.5 unit)
 - **Mathematics** (4 units, including 1 unit Algebra II or its equivalent)
 - **Physical Education** (.5 unit)
 - **Science** (3 units) Including inquiry-based laboratory experience in these subject areas or their equivalents:
 - **Physical Science** (1 unit)
 - **Life Science** (1 unit)
 - **Advanced Science** (1 unit)
 - **Social Studies** (3 units)
 - **American History** (.5 unit)
 - **American Government** (.5 unit)
 - **Fine Arts** (1 unit)
 - **Economics and Financial Literacy** (Will be integrated)
 - **Electives** (5 units)
 - **Credit Flexibility (Optional)**

Curricula for grade 10 is covered below

The Ohio Graduation Test (OGT) begins in the spring of the sophomore year. (Student can take thereafter in the fall and spring of their junior and senior years as well.) The school will prepare students to succeed on the OGT in multiple ways. The basic curriculum for each of the courses/subject areas required for high school completion teaches independence, collaboration, and academic rigor. It is an appropriate preparation for the OGT, since students across the state of Ohio struggle with mathematics and communication this project problem approach will support closing the achievement gaps by quickly improving proficiency levels and exposing students to the skills necessary for thriving independently and successfully in higher education as well as the work place.

Subject Areas:

Language Arts (English II); Algebra 1; US History; Integrated Science

Test/Text/Resources from Prentice Hall Literature, Algebra 1 Foundations, Algebra 1 On-Level, Geometry, Algebra II Foundations, Algebra II On-Level, and Calculus along with research from National Council for Teachers and Pearson Research Data and database will be used to develop mastery in each of the core subject areas. Students will earn 1 credit for each core subject and .5 credits for each elective course.

Sample Electives (.5 CREDITS EACH)

- S.T.E.M./History/U.S. History
- S.T.E.M./Engineering with Ohio Society of Engineers/National Society of Black Engineers
- Language Arts/Communication Media Art/ Collaboration Young Authors Series
- Science/Physics: Pharmacy/Phlebotomy
- Health/Physical Education: Dietary and Nutrition
- Foreign Languages/ Spanish, Arabic, French

Supplementary Programs

Supplemental Programs may be delivered before, during, after school, or during summer programming. Students will participate for a minimum of (15) weeks to build skills identified in their individual learning plan and demonstrate proficiency levels on program exit exams. Materials from existing curriculum resources will be the basis of the independent study program.

*Under the Ohio Core, beginning with students who enter the ninth grade on or after July 1, 2010, five elective units are required. They are limited to the curricular areas specified in the statute, i.e., they must be selected from "one or any combination of foreign language, fine arts, business, career-technical education, family and consumer sciences, Junior Reserve Officer Training Corps programs, technology, agricultural education, or English language arts, mathematics, science, or social studies courses not otherwise required"

** Please also reference Ohio Graduation Checklist attached

Algebra I Foundations; Algebra I On-Level; Pearson Education and Research Data

Students will demonstrate understanding of Algebraic concepts via problem solving of higher order equations, exponents and roots, and additional graphing and slopes. A workshop format incorporating games and small-group activities will be the presentation basis.

Prentice Hall Timeless Voices Timeless Themes

Students will continue with writing concepts, grammar, and thematic writing and communication.

We will adhere to the **Ohio Core Requirements**

- **English Language Arts** (4 units)
- **Health** (.5 unit)
- **Mathematics** (4 units, inclusive of 1 unit algebra II or its equivalent)
- **Physical Education** (.5 unit)
- **Science** (3 units) including inquiry-based laboratory experience
 - **Physical Science** (1 unit)
 - **Life Science** (1 unit)
 - **Advanced Science** (1 unit)

- **Social Studies** (3 units)
 - **American History** (.5 unit)
 - **American Government** (.5 unit)

- **Fine Arts** (1 unit)
- **Economics and Financial Literacy** (integrated program)
- **Electives** (5 units)
- **Credit Flexibility/ "Flex Credit"** (optional)

Curricula for grade 11 is covered below

The Ohio Graduation Test (OGT) begins in the spring of the sophomore year. (Student can take thereafter in the fall and spring of their junior and senior years as well.) The school will prepare students to succeed on the OGT in multiple ways. The basic curriculum for each of the courses/subject areas required for high school completion teaches independence, collaboration, and academic rigor. It is an appropriate preparation for the OGT, since students across the state of Ohio struggle with mathematics and communication this project problem approach will support closing the achievement gaps by quickly improving proficiency levels and exposing students to the skills necessary for thriving independently and successfully in higher education as well as the work place.

Subject Areas:

Language Arts (English III); Algebra II; US History and Government; Integrated Science

Test/Text/Resources from Prentice Hall Literature, Algebra 1 Foundations, Algebra 1 On-Level, Geometry, Algebra II Foundations, Algebra II On-Level, and Calculus along with research from National Council for Teachers and Pearson Research Data and database will be used to develop mastery in each of the core subject areas. Students will earn 1 credit for each core subject and .5 credits for each elective course.

Sample Electives (.5 CREDITS EACH)

- S.T.E.M./History/U.S. History and Government
- S.T.E.M./Engineering with Ohio Society of Engineers/National Society of Black Engineers
- Language Arts/Communication Media Art/ Collaboration Young Authors Series
- Science/Physics: Pharmacy/Phlebotomy
- Health/Physical Education: Dietary and Nutrition
- Foreign Languages/ Spanish, Arabic, French

Supplementary Programs

Supplemental Programs may be delivered before, during, after school, or during summer programming. Students will participate for a minimum of (15) weeks to build skills identified in their individual learning plan and demonstrate proficiency levels on program exit exams. Materials from existing curriculum resources will be the basis of the independent study program.

*Under the Ohio Core, beginning with students who enter the ninth grade on or after July 1, 2010, five elective units are required. They are limited to the curricular areas specified in the statute, i.e., they must be selected from "one or any combination of foreign language, fine arts, business, career-technical education, family and consumer sciences, Junior Reserve Officer Training Corps programs, technology, agricultural education, or English language arts, mathematics, science, or social studies courses not otherwise required"

** Please also reference Ohio Graduation Checklist attached

Algebra II Foundations; Algebra II On-Level; Pearson Education and Research Data

Students will demonstrate understanding of Algebraic concepts via problem solving of higher order equations, exponents and roots, and additional graphing and slopes. A workshop format incorporating games and small-group activities will be the presentation basis.

Prentice Hall Timeless Voices Timeless Themes Level II

Students will continue with writing concepts, grammar, and thematic writing and communication.

We will adhere to the **Ohio Core Requirements**

- **English Language Arts** (4 units)
- **Health** (.5 unit)
- **Mathematics** (4 units, inclusive of 1 unit algebra II or its equivalent)
- **Physical Education** (.5 unit)
- **Science** (3 units) including inquiry-based laboratory experience
 - **Physical Science** (1 unit)
 - **Life Science** (1 unit)
 - **Advanced Science** (1 unit)

- **Social Studies** (3 units)
 - **American History** (.5 unit)
 - **American Government** (.5 unit)

- **Fine Arts** (1 unit)
- **Economics and Financial Literacy** (integrated program)
- **Electives** (5 units)
- **Credit Flexibility/ "Flex Credit"** (optional)

Curricula for grade 12 is covered below

The Ohio Graduation Test (OGT) begins in the spring of the sophomore year. (Student can take thereafter in the fall and spring of their junior and senior years as well.) The school will prepare students to succeed on the OGT in multiple ways. The basic curriculum for each of the courses/subject areas required for high school completion teaches independence, collaboration, and academic rigor. It is an appropriate preparation for the OGT, since students across the state of Ohio struggle with mathematics and communication this project problem approach will support closing the achievement gaps by quickly improving proficiency levels and exposing students to the skills necessary for thriving independently and successfully in higher education as well as the work place.

Subject Areas:

Language Arts Contemporary Literature; Calculus; World History and Federal Government; Integrated Science, Biology

Test/Text/Resources from Prentice Hall Literature, Calculus 1 Foundations, Calculus On-Level, and Leveled Calculus along with research from National Council for Teachers and Pearson Research Data and database will be used to develop mastery in each of the core subject areas. Students will earn 1 credit for each core subject and .5 credits for each elective course.

Sample Electives (.5 CREDITS EACH)

- S.T.E.M./History/U.S. History and Government
- S.T.E.M./Engineering with Ohio Society of Engineers/National Society of Black Engineers
- Language Arts/Communication Media Art/ Collaboration Young Authors Series
- Science/Physics: Pharmacy/Phlebotomy
- Health/Physical Education: Dietary and Nutrition
- Foreign Languages/ Spanish, Arabic, French

Supplementary Programs

Supplemental Programs may be delivered before, during, after school, or during summer programming. Students will participate for a minimum of (15) weeks to build skills identified in their individual learning plan and demonstrate proficiency levels on program exit exams. Materials from existing curriculum resources will be the basis of the independent study program.

*Under the Ohio Core, beginning with students who enter the ninth grade on or after July 1, 2010, five elective units are required. They are limited to the curricular areas specified in the statute, i.e., they must be selected from "one or any combination of foreign language, fine arts, business, career-technical education, family and consumer sciences, Junior Reserve Officer Training Corps programs, technology, agricultural education, or English language arts, mathematics, science, or social studies courses not otherwise required"

** Please also reference Ohio Graduation Checklist attached

Algebra II Foundations; Algebra II On-Level; Pearson Education and Research Data

Students will demonstrate understanding of Algebraic concepts via problem solving of higher order equations, exponents and roots, and additional graphing and slopes. A workshop format incorporating games and small-group activities will be the presentation basis.

Prentice Hall Timeless Voices Timeless Themes Level II

Students will continue with writing concepts, grammar, and thematic writing and communication.

We will adhere to the **Ohio Core Requirements**

- **English Language Arts** (4 units)
- **Health** (.5 unit)
- **Mathematics** (4 units, inclusive of 1 unit algebra II or its equivalent)
- **Physical Education** (.5 unit)
- **Science** (3 units) including inquiry-based laboratory experience
 - **Physical Science** (1 unit)
 - **Life Science** (1 unit)
 - **Advanced Science** (1 unit)

- **Social Studies** (3 units)
 - **American History** (.5 unit)
 - **American Government** (.5 unit)

- **Fine Arts** (1 unit)
- **Economics and Financial Literacy** (integrated program)
- **Electives** (5 units)
- **Credit Flexibility/ "Flex Credit"** (optional)



What It Takes to Earn an Ohio Diploma

Graduating Classes through 2013

There are testing requirements and curriculum requirements connected with the Ohio diploma; students must meet both requirements in order to earn an Ohio diploma. See the two checklists below for more information about these two diploma requirements. The third section provides information about the Alternative Pathway for Eligibility for a Diploma.

I. Curriculum Requirements

| <u>CURRICULUM REQUIREMENTS</u> | <u>STATE MINIMUM</u> | <u>ADDITIONAL LOCAL CREDITS</u> | <u>CREDITS EARNED TO DATE</u> | <u>CREDITS REMAINING</u> | <u>HONORS DIPLOMA CREDITS</u> |
|--------------------------------|----------------------|---------------------------------|-------------------------------|--------------------------|-------------------------------|
| English language arts | 4 units | _____ | _____ | _____ | _____ |
| Health | ½ unit | _____ | _____ | _____ | _____ |
| Mathematics | 3 units | _____ | _____ | _____ | _____ |
| Physical education | ½ unit | _____ | _____ | _____ | _____ |
| Science | 3 units* | _____ | _____ | _____ | _____ |
| Social studies | 3 units** | _____ | _____ | _____ | _____ |
| Electives | 6 units*** | _____ | _____ | _____ | _____ |

* Science units must include 1 unit of biological sciences and 1 unit of physical sciences.

** Social Studies units must include ½ unit of American history and ½ unit of American government.

*** Electives units must include 1 unit or 2 half units in Business, Technology, Fine Arts or Foreign language.

II. Graduation Tests Requirements

For Students Who Need to Pass the Ohio Graduation Tests (OGT):

A) Notify student and parents about:

- Importance of earning a diploma;
- Need to meet both testing and curriculum requirements to earn a diploma;
- Any additional local graduation requirements;
- District's policy about participation in commencement ceremony.

B) How to access information (e.g., test blueprints, previous tests) on the Web about OGT:

- <http://www.ode.state.oh.us> and search keyword: OGT.

C) OGT test administrations before graduation:

- Spring of 10th grade
- Summer between 10th and 11th grade (optional)
- Fall and spring of 11th grade
- Summer between 11th and 12th grade (optional)
- Fall and spring of 12th grade
- Graduation

D) How to access previous graduation tests:

- *OGT Reading, Mathematics, Writing, Science and Social Studies*
- <http://www.ode.state.oh.us> and search keywords: *released test materials*.

III. Alternative Pathway for Eligibility for a Diploma

Located below are Criteria for Alternative Pathway to Graduation and the GPA Calculation Chart:

1. On the one [OGT]...for which the person failed to attain the designated score, the person missed that score by 10 points or less;

Note: *This means a scaled score of at least 390 on the failed OGT.*

2. Has a 97 percent school attendance rate in each of the last four school years, excluding any excused absences;

Note: *Excused absences are defined by local school district policy.*

3. Has not been expelled from school...in any of the last four school years;

Note: *The statute does not address other student disciplinary outcomes, such as suspension.*

4. Has a grade point average of at least 2.5 out of 4.0, or its equivalent, as designated in rules adopted by the State Board of Education in the subject area of the [failed OGT];

Note: *The conversion chart found below **must** be used.*

5. Has completed the [state] high school curriculum requirements...in the subject area [of the failed test];

Note: *This applies to a student's eligibility to be considered for an alternative pathway only. To receive a diploma, the student also must satisfy school district graduation requirements.*

6. Has taken advantage of any intervention programs provided by the school district or school in the subject area [of the failed OGT]...and has a 97 percent attendance rate, excluding any excused absences, in any of those programs that are provided at times beyond the normal school day, school week, or school year or has received comparable intervention services from a source other than the school district or school;

Note: *Students are only subject to this criterion if they were offered intervention. If so, the attendance requirement refers to their rate of participation.*

7. Holds a letter recommending graduation from each of the person's high school teachers in the subject area [of the failed OGT]...and from the person's high school principal.

Note: *If the student's teacher from a specific course is no longer available, a person with sufficient knowledge to make an informed recommendation may substitute.*

The following scale has been adopted by the State Board of Education for use in calculating a student's grade point average. Conversions from the school district's grading scale to the scale which must be used is found below.

| GPA Calculation Chart | |
|------------------------------|-----|
| A+, A | 4.0 |
| A- | 3.7 |
| B+ | 3.3 |
| B | 3.0 |
| B- | 2.7 |
| C+ | 2.3 |
| C | 2.0 |
| C- | 1.7 |
| D+ | 1.3 |
| D | 1.0 |
| D- | 0.7 |
| F | 0.0 |

ATTACHMENT 6.3-Curriculum-MCC

(Note: All Exhibits were provided as part of the Renewal Application; available upon request)

Mission of the School: To make a “World of Difference” in the lives of our students by utilizing evidence-based education practice within an environment high in morals, social standards and care.

Goals and Objectives of the curriculum:

1. Goals. The School shall promote the following general academic goals. The goals and targets for Educational Academy for Boys and Girls are as follows:

Due to the constantly changing environment surrounding the Ohio state tests, our goals will be monitored by the reliable data and research of NWEA MAP testing. Over the next 5 years, beginning with the 2018-2019 school year, the school will aim to meet the following goals. The MAP testing goals listed in Attachment 6.4 of this application will help us monitor our progress towards these goals.

Student Achievement

Goal 1:

K-3 Literacy Rate: Approximately 60% of MCC students are English Language Learners. The goal will be to enhance the percentage of returning students scoring On Track on the diagnostics every year by 10%.

Goal 2:

Annual Measurable Objectives (AMO): The school will increase each subgroups AMO score by at least 10% each year by the 2021-2022 school year.

Goal 3:

Third Grade Reading Guarantee (TGRG): For the past academic year ___% of students passed the TGRG. As a goal, based on the current ODE requirements, the percentage of third graders meeting the criteria for the TGRG each year, starting with the 2018-2019 school year will be no less than ___% following the summer administration.

Goal 4:

State testing: Provided that the new state tests [American Institutes for Research (AIR)] are still in effect through the 2021-2022 school year, and based on the 2016-2017 state test scores, the school will have a 10% decrease in the number of students scoring below the proficient level, each year, in each testing area and grade level.

Goal 5: National Norm-referenced assessments: Goals stated on Attachment 6.4.

ATTACHMENT 6.3-Curriculum-MCC (con't)

I. Curriculum

Use the space below each required response to provide your response. Reference the title of attachments that you use to support the required response.

- A. Explain how the curriculum has been aligned to all of Ohio's Learning Standards and, for high schools, the Ohio Core.

The curriculum is the Ohio Learning Standards, which is based on the Common Core for ELA and math. The resources we are using to support the curriculum, including Zoo Phonics and Engage NY provide the scope and sequence to the resources to show the alignment. Reading A-Z provides written research and the capability to select the grade and standard and Reading A-Z will provide a list of books that align.

- *Bringing Common Core Standards to Life*, Dr. Catherine Thome, Reading A-Z [EXHIBIT 10]

- B. Explain how teachers know what to teach and when to teach it, including the curriculum resources that supports instructional planning (e.g., curriculum frameworks, maps, scope and sequences, pacing guides, etc.) and who is responsible for creating, selecting, and reviewing these resources.

Teacher know what to teach and when to teach it because a pacing guide is provided.

- Include in appendices:
 - A-Z Book list [Exhibit 11]
 - Engage NY pacing [Exhibit 12]
 - Engage NY scope and sequence [Exhibit 12]
 - Zoo Phonics scope and sequence [Exhibit 13]
 - Zoo Phonics pacing [Exhibit 14]

- C. Describe the instructional materials *specifically by name* that are used in the classroom for Tier 1, Tier 2, and Tier 3 instruction/intervention. If commercial or other pre-existing programs or materials are used, explain the process for their selection. Provide any evidence regarding their alignment to the school's curriculum framework and effectiveness with the student population. If instructional materials are created, explain the process for their development and who is responsible for it.

For Tier 1 and 2 (if applicable), instructional materials include, but are not limited to: *Zoo Phonics* in grades K-1, *Reading A-Z*, and *Engage NY* for reading and math. For Tier 3, instructional materials include, but are not limited to, *Zoo Phonics* in grades K-1, *Reading A-Z*, *SuperKids* and *TouchMath*. All materials were carefully selected based on alignment to Common Core curriculum (Ohio's new learning standards) and scientifically based research about the resources. All resources have an ELL and/or SWD component to them. The scope and sequence to the resources played a part in making sure alignment was verified.

ATTACHMENT 6.3-Curriculum-MCC (con't)

- D. Explain how the curriculum is appropriate for the students the school serves, as well as students with disabilities, English language learners and students below or above grade level. Explain how teachers use the curriculum materials that are developed to meet the needs of these students.

The curriculum the school uses is the Ohio Learning Standards. The resources we will use in general education to teach the standards include, but is not limited to,

Zoo Phonics, which is research-proven, uses all the learning styles to teach phonics in a logical way. It's auditory, visual and kinesthetic. The use of animals is universal and children from any part of the globe will recognize them. There are components designed specifically for ELL students and SWD. This will benefit all learners and all learning styles.

Reading A-Z is a researched based reading program with a proved track record of success. It is appropriate for all learners because students begin wherever they are. This can go as basic as learning individual letters to reading short books.

Engage NY was designed over the course of many years in preparation for the Common Core curriculum. It is based in research and is constantly updating and evolving. It provides all components of an ELA or math program including lesson plans, problem sets, exit tickets, homework, unit/module assessments, and differentiation for both SWD and ELL students. This ensures that the rigor of the standards is maintained regardless of a teacher's strengths or weaknesses.

- E. Describe the process the school uses to evaluate, review and revise the curriculum on at least an annual basis to ensure its effectiveness, alignment to state standards and alignment from grade to grade. Describe who is responsible for this process and how teachers are involved.

The school, which includes administrators and teachers evaluates, reviews and/or revises the curriculum resources based on multiple factors. The most obvious form of evaluation is the student success rate on internal and external testing. We analyze our results to assess pacing (was something taught too late?), sequence (did students struggle with something because something else before it was missing?), and rigor. Teachers provide feedback continually throughout the year and adjustments are made throughout the summer. Before the purchase or use of new resources, we ask for or create our own curriculum alignment guides along with a scope and sequence. With the new Common Core curriculum, it is easier to ensure alignment since most states are using the same or very similar standards. The Director of Academics, Testing Coordinator and other relevant staff members are responsible for this process.

- F. Describe the process the school uses to create or select new curriculum resources and instructional materials for new grades or courses, including who is involved.

If new grades or courses are added, staff members with knowledge of the grade and/or course are asked for recommendations regarding resources. Once recommendations are made, intense research goes in to the recommendation. For example, if a new social studies course is added, teachers will suggest a resource. From there, the Director of Academic and/or Testing Coordinator will research: alignment to the standards, level of rigor, accessibility of material to LEP students and SWD, assessment component, success rate, what other schools/districts use it and how their scores look, how easy it is to use and of

ATTACHMENT 6.3-Curriculum-MCC (con't)

course pricing. Once all the research is completed, it is presented to the superintendent for review and next steps (purchase or start over).

- G. Describe the school's procedures for evaluating whether the curriculum is successfully implemented and effective for all students.

The school evaluates whether or not a curriculum piece is successful through progress monitoring (baseline data and end data), walkthrough observations of the implementation and student/staff and parent feedback.

II. LEARNING OPPORTUNITIES]

1. [Note: Also include: Detailed description of preschool operation, if the School operates a preschool program that is licensed by the Ohio Department of Education under R.C. 3301.52 to 3301.59, N/A
2. Blended Learning Plan, if applicable; N/A
 - a. An indication of what blended learning model or models will be used
 - b. A description of how student instructional needs will be determined and documented
 - c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level
 - d. The school's attendance requirements, including how the school document participation in learning opportunities
 - e. A statement describing how student progress will be monitored
 - f. A statement describing how private student data will be protected
 - g. A description of the professional development activities that will be offered to teachers
- I. Description of classroom-based and non-classroom-based learning opportunities and explanation of how the learning opportunity ties into curriculum and mission (*from Renewal Application*)

Classroom Based and Non-classroom Based Learning Opportunities

- A. Describe the specific classroom based and non-classroom based learning opportunities that will be made available to all students in the school.

Additional learning opportunities that are made available to all students in the school include: access to an extended learning day with no less than one additional hour of instruction per day, access to computers, academic-based, off-site experiences, visits from community partners (i.e., scouting programs, etc.)

- B. Explain how the learning opportunities are aligned to the all Ohio Learning Standards (Common Core and new Science and Social Studies, as well as, for high schools, Ohio Core requirements).

The learning opportunities are a part of the school day and tie in directly to the Learning Standards.

- C. Describe the process the school uses to create or select the opportunities, the materials needed to complete the activities associated with the learning opportunity, including who is

involved.

Opportunities are selected based on the feedback of the staff, students and parents. The materials needed usually are already part of the school day or provided by the partner.

- D. Describe the school's procedures for evaluating whether the learning opportunities are successfully implemented and effective for all students.

The school evaluates whether or not opportunities are successful through progress monitoring (baseline data and end data), walkthrough observations of the implementation and student/staff and parent feedback.

204.13 College Credit Plus Program – Advanced Standing Program

College Credit Plus. The School recognizes the value to Students and to the School for participation in programs offered by accredited colleges and universities and shall offer high school Students (grades 9 through 12) and middle school Students (grades 7 through 8) opportunities to earn academy credit for both high school and college. “College Credit Plus” (the “Program”) enables Students to earn credit toward a degree from an institution of higher education while enrolled in high school.

High school Students (grades 9 through 12) and middle school Students (grades 7 through 8) may participate in the Program, so long as the student meets the following eligibility requirements:

1. Applies to a public or participating private college, or eligible out-of-state college participating in the Program, consistent with the college’s admissions procedures, and meet all college or program’s established standards for admission, enrollment, and course placement;
2. Is remediation-free, in accordance with the most recent Uniform Statewide Standards for Remediation-Free Status;
3. Has a cumulative grade point average at the School of at least a 3.0, or its equivalent for students in middle school; and
4. Receives a recommendation from the Principal, or School Counselor or Career-Technical Program Advisor, if any.

A student determined by the School to be an “underperforming participant” may be excluded from participation in the Program and shall be subject to the rules regarding underperforming participants adopted by the Ohio Department of Higher Education. The School shall incorporate such rules upon adoption at a later date.

A Student participating in the Program shall elect one of two basic tracks: Option A – Elect to receive only college credit, in which case the cost of attending the college courses is borne entirely by the Student and his/her Parent; or, Option B – Elect to receive both college and high school credit, in which case the Student and his/her Parent may elect for participation to either (1) be subsidized by direct payments to the college out of the School’s foundation funds or (2) be borne entirely by the Student and his/her Parent(s). If the School provides its own transportation to students, reimbursement for transportation costs may be available.

Prior to participating in the Program, a Student shall be provided with specific information and counseling designed to make the Student aware of the possible risks and benefits of the Program. The School shall provide information on the program to Students in the grades prior to the years of eligibility on or before February 1, at minimum, through a notice provided to Students annually (see **Appendix 204.13-B**). All communications sent to Students and Parent(s) related to academic planning shall include information on the Program. Information shall also be made available on the School’s website. The School shall hold at least one informational session per year in conjunction with each participating college within a thirty (30) mile radius of the School. If no participating colleges are within a thirty (30) mile radius, the School shall partner with the closest participating college to offer an informational session. This informational session must occur between October 1 and February 15. The School may coordinate with other schools in the area to hold informational sessions.

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A Student wishing to participate in the Program shall give notice to the School between February 15 and April 1. If notice is received after April 1, the Student must obtain the written consent of the Principal in order to participate. If the Principal refuses to give written consent, the Student may appeal the Principal's decision to the School's Board of Directors or its designee. All appeals must be filed within fourteen (14) days of the Principal's decision. The Board of Directors shall hold a hearing and make a final decision regarding the student's participation in the Program within thirty (30) days of receiving the student's notice of appeal. The Board's decision to either grant or deny the student's request to participate in the Program shall be final. Students wishing to participate in the Program during the summer term must also comply with the April 1 deadline for notice, but are strongly encouraged to give notice to the School in February in order to improve chances of meeting summer registration timelines.

Before actually enrolling, the Student and his/her Parent shall sign a form stating (1) that they have received the required counseling from the School; (2) that they understand the responsibilities they must assume under the program; and (3) that the School provided them with following information:

1. Program eligibility;
2. The credit awarding process and maximum credit requirements;
3. Financial responsibilities, if any;
4. Transportation and parking responsibilities;
5. Academic support services;
6. Course scheduling;
7. Student participation options, including opportunities to participate during the summer term and deadlines pertinent to participation;
8. The designated point of contact at the School who is available for questions regarding the Program; and
9. Any other possible benefits and consequences of participation in the Program.

The School shall notify each Student participating in the Program of the total number of college credits he/she may earn in an academic year through the Program prior to the date the Student registers for a course or courses in a term at an enrolling college. **Students will only be awarded high school or college credit for those college courses in which the student receives a grade "C" or better.**

Upon receipt of a pre-term notice from an enrolling college specifying the admission of a Student and courses and credit hours for which the Student is registered, the School shall verify (1) that the Student is not taking more than thirty (30) college credit hours during an academic year, which shall begin with the summer term, and (2) that the Student has not exceeded one hundred twenty (120) college credit hours total through the Program. In the event that the number of credits conferred by a college course partially exceeds the maximum number of allowable credits, then the whole course shall be considered to exceed the maximum allowable credits. This review shall be based upon a review of all pre-term notices received for the Student. If a Student has exceeded the maximum number of allowable credits permitted by law, the School shall promptly notify the Student and give the Student the option of (a) adjusting his/her schedule to comply with the maximum allowable credit requirement or (b) self-paying for those credits above the maximum permitted by the Program.

Participating Students must enroll in any non-remedial and nonsectarian courses, so long as the courses apply to a degree or professional certificate. Students must be assessed using the same standard of achievement and held to the same grading standard as non-Program Students enrolled in the college

course. The School shall ensure that enrollment in the college course with an end-of-course exam does not circumvent the Student's obligation to sit for any required end-of-course examinations.

The courses offered in the Program shall be the same courses that are included in the participating college's regular course catalogue. High school credit for college courses taken under the Program shall be granted by the School. If a course comparable to one completed at a college is offered by the School, the School shall give comparable credit. If there is no comparable credit offered by the School, the School shall grant an appropriate number of "elective" credits. If there is a dispute as to what constitutes "comparable credit" or "appropriate credit" then the Student may appeal the School's determination to the State Board of Education, the decision of which shall be final.

The School, in coordination with a participating college or university, may elect to provide Program courses at the School under the instructor of a qualified high school teacher. Such a course must follow the same college course syllabus, use the same textbook and other course materials, aspire to achieve the same course objectives and learning outcomes, and assess Students using the same methods as the corresponding college course delivered on a college campus. Students who are not enrolled in a college through the Program, but nonetheless are enrolled in a Program course at the School, shall be held to the same academic standards as those Students enrolled in the Program, but shall not receive college credit for the course. The School shall provide written notice to such Students and those Students' Parent(s) stating that the Student is not earning college credit and that the course would likely need to be repeated upon enrollment in any post-secondary institution.

All high school teachers providing college instruction through the Program at the School must meet the qualifications to be an instructor as set forth by the Chancellor of the Ohio Department of Higher Education. If the School elects to offer colleges courses at the School, the coordinating college or university must offer such teachers at least one three-hour professional development session per academic year and must conduct at least one full-period classroom observation of each Program course taught by each high school teacher during the first academic year the teacher instructs that course, and alternating academic years thereafter. Any observer must provide the School's Principal with at least twenty-four (24) hours' advance written notice of each observation.

In coordination with at least one participating college, the School shall designate various course "pathways" which, amongst other things, may be based on major, career path, or core coursework. Pathways must provide Students with the opportunity to either earn fifteen (15) credits or thirty (30) credits. Pathways are merely guidance for Students as to the possible course of study that a Student may elect to pursue; however, Students are not precluded from participating in courses outside of any pathway. Pathways shall be included in the School's designated course offering book for Student reference.

Student participation in the Program is based solely on the participating college's established placement standards for college-level courses for which credit is awarded. A 7th, 8th, or 9th grade Student seeking high school credit may not participate in the program for more than the equivalent of four academic school years. Likewise, 10th, 11th, and 12th grade Students seeking high school credit may not participate for more than the equivalent of three, two, or one academic school year(s), respectively.

Students may participate in the Program during a summer term, unless the summer term begins during the Student's last quarter of high school or after the Student's anticipated high school graduation date. The Parent(s) of any Student electing to take summer courses through the Program shall be solely responsible for transportation to and from Program courses. Earned credit for summer courses shall be included on the Student's transcript for the coming school year.

Students wishing to take college courses at their own expense, and outside of regular school hours, may do so without participating in the Program. The School shall only recognize college course work that is successfully completed by a Student through the Program in full compliance with all Program requirements and restrictions, and it shall count such completion toward graduation and subject area requirements. Student records shall indicate the successful completion of any college courses taken and include the name of the college at which the credits were earned. Grades earned from the college will be averaged into each Student's high school and college grade point average. Students participating in the Program will receive the same preferential weighting in calculating their grade point average as those Students who participate in other Advanced Standing Programs (*e.g.*, Advanced Placement courses, International Baccalaureate courses, etc.).

If the Student receives a failing grade in any college course while participating in the Program, the Student and his or her Parent(s) may be held responsible to reimburse the amount of state funds paid to the college on the Student's behalf. A Student who receives a failing grade may have grades and credits withheld by the School until such reimbursement occurs. However, the School shall not seek reimbursement from any participating Student who is economically disadvantaged.

The expulsion of a Student from the School may cause the Student to lose the privileges and benefits of the Program. Students who have been expelled from the School may not apply for college enrollment under the Program during the period of expulsion. With respect to Students already enrolled in college at the time of the expulsion, the Board shall deny such Student's high school credit earned in the Program during expulsion. Accordingly, the Board shall send written notice of the expulsion to the college at the time the expulsion is imposed and shall indicate that the School has adopted a policy denying high school credit for Program courses taken during an expulsion. The college may then withdraw its acceptance of the Student. If the college chooses not to withdraw its acceptance of the Student, the Student may continue in attendance for college credit only. In such circumstances, the Student is financially responsible for tuition and fees and must pay the college for any textbooks and materials that were previously supplied without charge.

Annually, the School and the participating college shall jointly submit the required data to the Chancellor of the Ohio Board of Higher Education for any Student participating in the Program by July 15. Nothing in the "College Credit Plus" program shall preclude a Student from also choosing to complete coursework in another Advanced Standing Program while enrolled in high school.

Advanced Standing Program. Students may earn credit toward a degree from an institution of higher education upon the Student's attainment of a specified score on an examination covering the coursework. Coursework in an Advanced Standing Program may include any of the following:

1. College Credit Plus;
2. Advanced Placement;
3. International Baccalaureate courses; or
4. Early college high schools.

R.C. 3313.6013; Chapter 3365; OAC 3333-1-65; OAC Chapter 3301-44. See Appendix 204.13-A Letter of Intent to Participate in College Credit Plus, Appendix 204.13-B College Credit Plus Informational Sheet, and Appendix 204.13-C Sample Invitation Letter for Informational Sessions.

Date Adopted: 10/19/2017



- PUBLIC SCHOOL STUDENTS MUST NOTIFY THEIR HIGH SCHOOL OF THEIR INTENT TO PARTICIPATE IN THE COLLEGE CREDIT PLUS PROGRAM BY APRIL 1.
- YOU MAY, AT YOUR DISCRETION USE THIS FORM TO NOTIFY. YOU MAY SUBMIT YOUR NOTIFICATION AT ANY TIME FROM FEBRUARY 15 TO APRIL 1.

Letter of Intent to Participate in College Credit Plus

PLEASE PRINT

Date _____
AFTER APRIL 1, YOU WILL NEED PERMISSION FROM THE SCHOOL PRINCIPAL TO PARTICIPATE.

Student Name _____

Parent/Guardian Name _____

Home Address _____

PLEASE INDICATE PREFERRED METHOD OF CONTACT:

Parent Phone Number (Day) _____ (Evening) _____

Parent Email Address _____

Student Contact Info _____

School _____ 2016-2017 Grade _____

I would like to declare my intent to participate in College Credit Plus. I understand that signing this form does not obligate me to participate during the coming school year and I may decide not to participate without consequence.

I also understand that it is my responsibility to notify my school when I gain admission to my selected institution of higher education and that I will be told how many college semester hours I am eligible to take during the coming school year, including summer term. I also understand that it is my responsibility to notify my school if I am not going to participate in College Credit Plus for any reason.

In addition, I certify that I have received counseling about the College Credit Plus program concerning the rules and regulations for both my school and the college, and that I understand my responsibilities, the benefits and possible risks of participating in College Credit Plus.

Student Signature _____

Parent Signature _____

What is College Credit Plus?

College Credit Plus is a program that provides students in grades 7-12 the opportunity to enroll in both high school and college courses at the same time. In order to participate students must qualify academically.

Students interested in participation should attend the School's annual College Credit Plus informational session. Please inquire with the School regarding the specific date of this year's informational session.

What is Required for a Student to Participate?

Students must submit a written notice of their intent to participate in the upcoming academic year by April 1, in accordance with section 3365.03 of the Revised Code, but may submit the written notice of intent to participate as early as February 15. Students desiring to participate in college credit plus in the summer are strongly encouraged to submit letters of intent and begin the admission process starting in February and prior to the April 1 notice of intent deadline in order to improve chances of meeting summer registration timelines.

Students are required to attend a counseling session with the School prior to participation in order ensure that students and parents are fully aware of the possible consequences and benefits of participation.

What are a Student's Participation Options?

The School may offer college level courses through the Program on the School's campus. If the School has opted to provide courses in this manner, a list of these scheduled courses will be attached to this handout. This list of courses is subject to change depending on student interests and staff availability. Students should also review the course catalog of a postsecondary institution for the full listing of course offerings by the institution.

College courses may be offered through the program on the campus of a participating postsecondary institution, online, or at the School. Students may participate through any combination of these types of courses. Students may be concurrently enrolled in multiple postsecondary institutions through the Program and may take college courses from more than one postsecondary institution concurrently.

What are a Student's Responsibilities if He/ She Changes Schools?

It is the responsibility of the Student to notify the institution of higher education and the Student's prior and new secondary school of a transfer.

For additional information regarding the College Credit Plus Program, Students and Parents should go to: <https://www.ohiohighered.org/ccp/faqs>.



Can I Participate?

If you are a student in grades 7-12 you can apply for College Credit Plus admission to a public or participating private college. The college will admit you based on your college-readiness in one or more subject areas. Your school counselor can help you understand your options, deadlines, and how to proceed. You may not participate in the College Credit Plus program beyond your anticipated high school graduation date.



How Can College Credit Plus Benefit Me?

College Credit Plus provides more options for you to pursue rigorous academic coursework beyond the high school classroom. Under College Credit Plus, you can complete your freshman year of college or more, or explore college content that interests you. Earning college credits while you're in high school can reduce your time and costs of attending college after high school.



Does College Credit Plus Differ from the Previous PSEO Program?

College Credit Plus is a student-directed program. Students and their families can explore courses offered at all Ohio public colleges and participating private colleges for possible participation in College Credit Plus. Unlike PSEO, College Credit Plus is open to students beginning in the seventh grade and districts are not permitted to restrict an otherwise qualified student's participation in any way.



How Do College Courses Earn Me High School Credit?

College Credit Plus allows high school students to earn college credit and apply that credit toward their high school graduation requirements. Successful completion of a three or more credit-hour college course will result in 1.0 Carnegie unit* earned at the high school. A two credit-hour college course will earn students 2/3 of a high school credit and a one credit-hour college course will convert to 1/3 of a high school credit.



How Are High School Graduation Requirements Affected?

High school graduation requirements will not be waived as a result of participation in College Credit Plus. You will not receive a diploma until after the course is successfully completed and the graduation requirement is met. However, you may participate in the graduation ceremony if proof is presented that you are progressing satisfactorily one week prior to graduation.



College Credit Plus (CCP) does not replace the requirements to earn a high school diploma. This includes earning 18 points or more on the graduation tests. Even if you are enrolled in college courses, you must take the end-of-course exams in English I, English II, Algebra I and Geometry. You do not have to take the end-of-course exams in Physical Science, American Government, and American History if you are enrolled in College Credit Plus courses that substitute. A CCP student's end-of-course grades in Physical Science, American Government, and American History will correspond with a point scale used for graduation requirements.



Where Can I Take College Classes?

Some college courses under College Credit Plus may be offered at your high school. You may also travel to the college where you have been admitted or enroll in one or more online courses offered by that college.

* Or comparable credit pursuant to the School's credit policy

My High School Has a Formal Arrangement With a Local College to Offer College Credit Plus. Are Those the Only Courses I Can Take?

No. After you are admitted to a college, you can take any courses offered by that college that you are college-ready to take. Also, each Ohio high school has developed two sample pathways – one leading to 15 credits and another to 30 credits. These should be included in your high school's course offerings. However, students have no obligation to take courses identified on a pathway or to complete a pathway. Students can take courses offered in person or online by any public or participating private college in Ohio.



Will College Credit Plus Grades Appear on My High School Transcript?

Yes. High school credit awarded for courses successfully completed under College Credit Plus will satisfy or exceed the graduation requirements and subject area requirements of the school district. Courses successfully completed under College Credit Plus must be listed by course title on the high school transcript. All College Credit Plus courses will be computed into the GPA using the same scale as Advanced Placement and International Baccalaureate courses in your district.



How Does College Credit Plus Impact Athletic Eligibility?

If you are a student athlete, you must remain eligible in accordance with the Ohio High School Athletic Association (OHSAA) bylaws. To be athletically eligible, students must be passing five, one credit courses or the equivalent per grading period with the high school and college courses combined. Most College Credit Plus courses taken during a semester will equal one Carnegie unit,* allowing students to earn more than the required five for athletic eligibility. Please check with your counselor to ensure that the course work you are taking is compliant the OHSAA.



What Are My Academic and Social Responsibilities?

You will be expected to follow the rules and regulations set by the college/university. You will also be expected to follow the rules and regulations set for high school students detailed in the student handbook. Once enrolled, you are eligible to receive advising from campus-based support services of that institution. Additionally, you will continue to have access to your school counselor and all other resources available to high school students. Participation in College Credit Plus does not guarantee you admission to college after high school. You should follow the regular undergraduate application process for whatever college you plan to attend after high school.



What Courses Are Available through College Credit Plus?

Once you are admitted to a college for College Credit Plus, you may take any course in the college's course catalogue that is not remedial or religious, and that applies toward a degree or professional certificate, in a subject area in which you are college-ready.



Who Pays for College Admission, Textbooks, Fees, and Transportation?

Students attending a public college will not be charged for tuition, books, or fees. Students attending a private college may be charged based on the particular private college and where the course is delivered, in accordance with law. Although the amount students can be charged may vary, in 2014 the maximum would have been up to \$153 per credit hour. Responsibility for transportation rests with the student. Students who qualify for the free and reduced lunch program may not have to pay any fees to a private college. Please talk with your counselor for details.



* Or comparable credit pursuant to the School's credit policy



What If I Fail a Class?

Classes failed or withdrawn with an "F" will receive an "F" on the high school and college transcripts and will be computed into the high school and college GPA. If you do not receive a passing grade, the district may, in some instances, seek reimbursement for the amount of state funds paid to the college on your behalf for that college course. The school district may withhold grades and credits received for high school courses taken until reimbursement has been made.



Does College Credit Transfer After Graduation?

Thanks to Ohio's Transfer to Degree Guarantee, many entry-level courses earned at an Ohio public college are guaranteed to transfer to any other Ohio public college. Credits earned at private colleges, or those that you want to transfer to an out-of-state institution, will be evaluated on a case-by-case basis by the institution you are seeking to attend. Go to [HTTPS://TRANSFERCREDIT.OHIO.GOV](https://transfercredit.ohio.gov) to learn more about credit transfer among the state's public institutions of higher education. This tool allows you to find the best pathways to degree completion and launch successful careers! Earning college credit will not affect applications for financial aid/scholarships limited to entering freshmen.



Are Private School and Homeschool Students Eligible for College Credit Plus?

Yes. College Credit Plus is an opportunity available to all 7-12 grade students who are accepted into the program by a college or university within Ohio. The program operates in much the same way regardless of what high school a student attends. However, students attending a private high school and homeschool students must apply to the department of education to receive funding to underwrite their costs. *PLEASE CHECK [HTTPS://OHIOHIGHERED.ORG/CCP](https://ohiohighered.org/ccp) FOR INFORMATION, FORMS AND UPDATES.*

I Am Ready to Sign Up. What Are the Next Steps?

- Talk with your school counselor. Discuss your interest in taking college courses and how it fits in with your overall academic plan and career goals.
- Prior to **March 1**¹, your district will provide information about the College Credit Plus program to all students in grades 7-12. An informational session will be held by **March 30**² and all colleges and universities within a 30-mile radius will be invited to attend. If you cannot attend, schedule an appointment with your school counselor.
- By **April 1**, notify your school counselor if you intend to participate in College Credit Plus next year. After April 1, you will need permission from the school district superintendent to participate.
- You and your family should contact colleges for information, application forms, and criteria for acceptance into College Credit Plus. Some materials are available from your high school counselor and at the college's website. You must go through the procedures established by the colleges/universities to apply to College Credit Plus and to enroll in the course(s). You may have to take a college placement test to make sure you are college-ready. A map showing all Ohio public colleges can be found here: <https://ohiohighered.org/campuses>. Ohio private colleges can be found here: <http://aicuo.edu/aboutOhioColleges.html>
- Prior to college class attendance, your high school counselor will assist you in determining a course's equivalency to a high school course(s).
- Register for classes and provide a copy of your schedule to your high school counselor for review.

¹ Beginning with the 2016-2017 school year, notice will be provided prior to February 1.

² Beginning with the 2016-2017 school year, informational sessions will be held between October 1 and February 15.

Appendix 204.13-C

[School Letterhead]

_____ (Date)

[NAME OF REGISTRAR]

[NAME OF COLLEGE/ UNIVERSITY]

[STREET ADDRESS]

[CITY, STATE ZIP CODE]

RE: Annual Informational Session to Address College Credit Plus

Dear Sir or Madam:

Pursuant to Ohio Revised Code Chapter 3365, Midnimo Cross Cultural Middle School (the "School") invites you, a partnering college that is located within thirty miles of the School, to participate in a College Credit Plus Informational Session in order to meet with interested students and parents.

The College Credit Plus Informational Session will be held on:

_____ (DATE)*

_____ (LOCATION)

All colleges and universities participating in an informational session should be prepared to discuss the benefits and consequences of participating in the College Credit Plus program. We also ask that participants be prepared to provide information to students and parents regarding admissions standards, application procedures, and course registration requirements and deadlines for your institution.

If your institution is interested in participating, please RSVP in writing by _____ (RSVP Date) to _____ (Name) at _____ (Email Address) so that we can properly prepare the space. Should you have any additional questions, please do not hesitate to contact me.

Sincerely,

_____ (Name)

_____ (Title)

***BEGINNING WITH THE 2016-2017 SCHOOL YEAR, ANNUAL INFORMATIONAL SESSIONS SHALL BE HELD BETWEEN OCTOBER 1 AND FEBRUARY 15 PURSUANT TO O.A.C. 3333-1-65.1.**

204.14 Career Advising and Student Success Plans

This policy governs the School's plan for advising students on career readiness and shall be reviewed at least once every two years. This policy must be made available upon request and placed prominently on the School's website.

I. Definitions

Academic Pathways: A designated and specific plan for secondary and post-secondary coursework, academic programs and/or learning experiences that a student will complete in order to earn a diploma or other related credentials.

Career Advising: An integrated process that helps students understand how personal interests, values and strengths may predict educational and career satisfaction and success and may relate to academic and career goals.

Career Connection Learning Strategies: Grade-level examples linking schoolwork to one or more career fields as defined by the Ohio Department of Education.

Career Fields: Groups of occupations and broad industries based on common characteristics as defined by the Ohio Department of Education.

Career Pathways: An overview of the various career options and the amount of education or training necessary for each option.

Early Warning System: Data indicators that help identify students who are at risk of dropping out of school.

Online Tools: OhioMeansJobs K-12, or another similar tool that provides resources, tools and information for students to determine individual career interests, explore career and education options and develop an individual plan for their future.

Student Success Plan: A formalized process that helps students develop goals and plans for success in their futures. The process is based on strategic activities and reflections in which students discover their interests, explore and evaluate options and make informed decisions.

Successful Transition and Postsecondary Destinations: Acceptance to and enrollment in a postsecondary education or training program at an institution of higher education, without remediation. This includes apprenticeship, cooperative education, certificate, associate, or bachelor's degree; employment in a high-skill, high-wage career field; or, acceptance into the military.

II. Career Advising Plan

The School shall establish a school wide system of career advising. The School shall train staff to advise students on career pathways, including training and advising students to use online tools.

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The School's career advising program:

1. will provide career advising to students in grades 6-12 through a combination of formal scheduled meetings with each student, classroom instruction regarding possible career options and career advice provided by teachers;
2. shall provide grade-level examples linking a student's schoolwork to one or more career fields by consulting the Career Connections Learning Strategies and/or any other career advising source the Principal of the School and/or the Board deems appropriate;
3. shall develop multiple academic pathways through high school that will allow a student to earn a high school diploma, including career technical programs and advanced standing programs;
4. will provide the supports necessary for students to transition successfully from high school to their post-secondary destination, including interventions and services necessary for students who need remediation in mathematics and English language arts; and
5. identify and publicize courses that can award students both traditional academic and career technical credit.

III. Documentation of the School's Career Advising Program

The School shall document the career advising provided to each student for review by the student, the student's parent, and future schools that the student may attend. The School shall not otherwise release any documentation of career advising provided to each student absent the written consent of the student's parent or the written consent of the student if the student is at least eighteen years old.

IV. Students At Risk of Dropping Out of High School

The School shall identify students who are at risk of dropping out using one or more local, research-based methods, such as the Ohio Department of Education Early Warning System or any other method deemed appropriate by the School's Principal or his/her designee or by the Board. The School shall consider the input of teachers and guidance counselors in identifying students at risk of dropping out of school.

Any student identified as at risk shall be provided a Student Success Plan. A Student Success Plan shall address the role of career-technical education, competency-based education, and/or experiential learning, and create a pathway to high school graduation. The School shall offer the student's parent an opportunity to assist in developing the plan. If the student's parent does not participate in the development of the plan, the School shall provide the parent (1) a copy of the Student's Success Plan, (2) a statement of the importance of a high school diploma, and (3) a summary of the academic success pathways available to the student to succeed in graduation.

The School shall provide additional interventions and career advising for students who are identified as at risk of dropping out. Career advising shall be aligned with the student's success plan.

R.C. 3313.6020.

See **Appendices 204.14-A Model Student Success Plan Invitation Letter to Parent** and **204.14-B Model Letter to Parent After Development of Student Success Plan.**

Appendix 204.14-A

Model Student Success Plan Invitation Letter to Parent

Dear Parent:

This is to notify you that [insert child's name] has been identified as at risk of dropping out of school pursuant to Ohio Revised Code Section 3313.6020(C). Consistent with the law and Board Policy, your child will be provided with a Student Success Plan in order to identify your child's academic and career pathway towards the completion of high school and graduation.

You are entitled to assist in developing the Student Success Plan for your child. The School will begin developing your child's Student Success Plan at _____ (time) on _____ (date) at _____ (location). If you choose not to participate, the School shall provide you with a copy of your child's Student Success Plan and a summary of the academic success pathways available to your child to succeed in graduation.

Graduating and earning a high school diploma is important to your child's future. Please know that the School hopes for the success of each of its students throughout the process of earning a diploma. Should you have any additional questions or concerns, please do not hesitate to contact me.

Sincerely,

[insert Principal's name]
Principal of Midnimo Cross Cultural Middle School

PLEASE CHECK ONE:

_____ I WILL attend the meeting to discuss the development of my child's Student Success Plan.

_____ I WILL NOT attend the meeting to discuss the development of my child's Student Success Plan.

If you are unable to attend the meeting due to a scheduling conflict, please contact the School Principal to determine if an alternative date may be available.

Please return the following information to your child's school. Failure to return this information to the School by the stated return date will be deemed intent not to participate.

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Appendix 204.14-B

Model Letter to Parent After Development of Student Success Plan

Dear Parent:

On [insert date] you were notified that the School has identified [insert student's name] as at risk of dropping out of school and invited to assist in the development of a Student Success Plan for your child. The meeting to develop your child's Student Success Plan was held on _____ (date) at _____ (time), and you were not in attendance.

Consistent with Ohio law and Board Policy, attached is:

- (1) the Student Success Plan developed for your child, and
- (2) a summary of your child's academic and career pathway towards the successful completion of high school and graduation.

Graduating and earning a high school diploma is vital to your child's future. [Insert any information pertaining to the importance of earning a high school diploma—required by R.C. 3313.6020]. The School aims to assist each of its students in attaining a high school diploma.

Should you have any additional questions or concerns, please do not hesitate to contact me.

Sincerely,

[insert Principal's name]
Principal of Midnimo Cross Cultural Middle School

**RESOLUTIONS OF THE DIRECTORS
OF
Midnimo Cross Cultural Community School**

RECITALS

WHEREAS, the public was provided with notice of this meeting of the Board of Directors of Midnimo Cross Cultural Community School, an Ohio non-profit corporation ("Corporation");

NOW THEREFORE, on this 29 day of October, 2010, the undersigned, being the Directors of the Corporation, hereby authorize, approve, agree to, and adopt the following resolutions:

RESOLVED, that the Board approves, The resolution should read as follows:

Resolution for the teaching of Financial Literacy and College and Career Readiness in Grades 7 and/or 8

WHEREAS the Midnimo Cross Cultural Community School Governing Authority believes in and supports the importance of teaching financial literacy and college and career readiness; AND the Midnimo Cross Cultural Community School Governing Authority believes that preparing students for post-secondary education, equipping them with the prerequisite skills needed for a successful career, and teaching students to become financially literate, including the ability to read, analyze, manage and communicate about the personal financial conditions that affect material well-being, will position them for success in later life; THEREFORE, be it resolved that the Midnimo Cross Cultural Community School Governing Authority supports and believes strongly in the importance of teaching financial literacy and college and career readiness in both seventh and eighth grades.

IN WITNESS WHEREOF, the undersigned directors have adopted this resolution on the date first written above.

William Dodson



Dr. Kevin Dudley



Ben Tyson



Paula Parlett



Gregory Tunis

October 29, 2010

Date Approved by Board of Directors

Midnimo Cross Cultural Middle School

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STUDENT CALENDAR

| | | | |
|---|----------------------------|--|--------------------------|
| Back to School Night (CC) | August 16, 2017 | OELPA Testing Window | Feb. 5- Mar. 30, 2018 |
| First day of school for students | August 23, 2017 | No School- Presidents' Day | February 19, 2018 |
| KG Readiness Assessment | Aug 23-Nov 1, 2017 | Alternate Assessments Window | Feb. 20- Apr. 13, 2018 |
| Back to School Night (MCC) | August 21, 2017 | Interim Reports Go Home | February 23, 2018 |
| NWEA Fall Testing Window | Aug 28- Sept. 29, 2017 | Post-quarterly assessments, 3 rd -8 th | March 12-16, 2018 |
| Back to School Night (EABG) | August 31, 2017 | Post-quarterly assessments, K-2 | March 19-23, 2018 |
| No School- Labor Day | September 4, 2017 | End of Third Quarter | March 23, 2018 |
| Pre-quarterly assessments, K-8 | September 5-15, 2017 | ELA State Testing Window | March 26-April 27, 2018 |
| Interim Reports Go Home | September 29, 2017 | Report Cards Go Home | March 29, 2018 |
| 3 rd Grade ELA State Fall Testing | October 24-25, 2017 | No School- Spring Recess | Mar. 30- Apr. 6, 2018 |
| Post-quarterly assessments | October 16-25, 2017 | School Resumes | April 9, 2018 |
| End of First Quarter | October 26, 2017 | MATH/SCI/SS State Testing Window | April 2- May 11, 2018 |
| No School for Students -(Staff in-service) | October 27, 2017 | Interim Reports Go Home | May 4, 2018 |
| Pre-quarterly assessments | Oct. 30- Nov. 3, 2017 | NWEA Spring Testing Grades K-8 | May 1-15, 2018 |
| Report Cards Go Home | November 3, 2017 | CC 5 th Grade Trip to MCC | May 16, 2018 |
| Parent Teacher Conferences-1pm-6pm | November 9, 2017 | Academic Fair | May 22, 2018 (tentative) |
| No School- Thanksgiving Break | November 22-24, 2017 | No School- Memorial Day | May 28, 2018 |
| Interim Reports Go Home | December 1, 2017 | KG Graduation (EABG) | May 29, 2018 |
| NWEA Winter Testing, Grades K-8 | December 6-22, 2017 | KG Graduation (CC) | May 30, 2018 |
| No School- Winter Break | Dec. 25, 2017-Jan. 5, 2018 | Report Cards Go Home | May 31, 2018 |
| School Resumes | January 8, 2018 | Last day of school-students | May 31, 2018 |
| Post-quarterly assessments | January 8-18, 2018 | End of Fourth Quarter | May 31, 2018 |
| No School-MLK Jr. Day | January 15, 2018 | 8 th Grade Graduation (evening) | June 1, 2018 |
| End of Second Quarter | January 18, 2018 | Summer School | TBD |
| Pre-Quarterly Assessments | Jan. 22-Feb. 2, 2018 | | |
| Report Cards Go Home | January 26, 2018 | | |

****Every Thursday School Dismisses at 12:00 pm**