

CONTRACT FOR OHIO START-UP COMMUNITY SCHOOL

This Contract for Ohio Community School (this “Contract”) is effective on the 1st day of July, 2024 (“Effective Date”) by and between the Richland Academy of the Arts (“RAA” or “Sponsor”) and Lorain Bilingual Preparatory Academy (“School Governing Authority”), an Ohio non-profit corporation.

RECITALS

WHEREAS, Chapter 3314 of the Ohio Revised Code (the “Revised Code”) permits the establishment of community schools; and

WHEREAS, RAA received approval from the Ohio Department of Education and Workforce (“ODE”) to sponsor community schools under Chapter 3314 of the Revised Code; and

WHEREAS, RAA and the School Governing Authority entered into a Contract for the operation of an Ohio community school, which expires on June 30, 2024; and

WHEREAS, RAA and the School Governing Authority desire to enter into a renewed Contract for the operation of an Ohio Community School (“Contract”) after the positive results of a high stakes review and a review of Ohio’s accountability system and school data.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

Establishment and Authority

A. TERM. This Contract shall be for a term commencing on July 1, 2024, hereof and ending on June 30, 2028.

1. Term Exceeding Five Years. If the Term of this Contract is longer than five years, Sponsor will conduct a high-stakes review no later than five years after the effective date of this Contract. The Sponsor will also conduct monthly and annual reviews, and periodic site visit reviews. The Sponsor shall provide notice of at least twenty-four (24) hours prior to any site visit, unless there are extenuating circumstances that will require the sponsor to give less notice.

B. CORPORATE FORMALITIES.

1. Non-profit Status. The School must be established and operated as a non-profit corporation under Chapter 1702 of the Revised Code if established prior to April 8, 2003, or as a public benefit corporation under Chapter 1702 of the Revised Code if established after April 8,

2003. The School shall at all times maintain in good standing its status as a non-profit corporation. Appendix A requires a copy of a recent Ohio Secretary of State Good Standing Certificate.

2. No new School shall initiate operation after February 1, 2016, unless the School Governing Authority has posted a bond in the amount of fifty thousand dollars with the auditor of state. In lieu of the bond, operator may provide a written guarantee of payment, which shall obligate the operator to pay the cost of audits of the School up to the amount of fifty thousand dollars. Any such written guarantee shall be binding upon any successor entity that enters into a contract to operate the School, and any such entity, as a condition of its undertaking shall acknowledge and accept such obligation.

C. AUTHORIZED LOCATION.

1. Facility Location. The facility to be used for the School will be maintained at 307 West 7th Street, Lorain, Ohio 44052. Any lease or use of the facility must be documented in writing. If the facility has been or will be leased, the School shall provide a copy of the fully executed lease to the Sponsor within three (3) business days of its execution, as well as a resolution by the School Governing Authority approving said lease. If the facility has been or will be purchased by the School, the School shall provide a copy of the contract of sale and related documents, including a resolution by the School Governing Authority approving the purchase, to the Sponsor within three (3) business days of execution. After purchase, the School shall immediately send a copy of the recorded conveyance documents to the Sponsor. The facility may not be changed nor may the square footage be reduced without prior notification to the Sponsor. Any lease or mortgage payments must be consistent with the budgets given to and approved by the Sponsor. Upon change of facility, the Sponsor, at its sole discretion, but without obligation to do so, may request maps, plans, revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. The Sponsor may request any information the Sponsor deems necessary to assess adequate planning for facilities, but the Sponsor shall not, under any circumstances whatsoever, be liable for the debts, obligations or business of the School. A detailed description of the facilities, as well as costs, operator addendum (if applicable), and related parties of any lease or mortgage, is attached at Appendix I.

2. Facility Inspection. Any facility used for or by the School shall meet all health and safety standards established by law. Public health and safety officials may inspect the facilities of the School and order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations.

3. The School has not been created by converting all or part of an existing public school or educational service center building and is to be a new start-up school. If this School is determined to be a conversion school by the Department of Education and Workforce, the School Governing Authority shall comply with Ohio Revised Code 3314.03(A)(17) and 3314.03(B)(3).

D. AGE AND GRADE LEVELS. The School is a start-up community school located in the Lorain City School District. The School proposes to serve grades K-8. The School shall not make any changes to the enrollment area or grades without the prior written approval of the Sponsor and modification of this Contract.

E. OPEN FOR OPERATION. The School shall open for operation not later than the thirtieth day of September each school year, unless the Sponsor both (a) consents to a later start date, and (b) the Sponsor is rated "exemplary" for at least two consecutive years or the School is designated as a dropout prevention and recovery school. If the School fails to open within one (1) year after the Effective Date of this Contract under section 3314.02(D) of the Revised Code or permanently closes prior to the expiration of the Contract, this Contract shall be void and the School shall not enter into a contract with another sponsor.

F. DISPUTE RESOLUTION. The Sponsor and the School Governing Authority agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Contract or as otherwise provided by law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three mediators from the Ohio State Bar Association. Each party shall eliminate one mediator, and the parties agree to use the one mediator left after eliminations. Mediation will take place in the county where the School is located or at a place mutually agreeable. All costs of the mediator shall be split equally between the parties.

G. ORGANIZATIONAL STRUCTURE. The Organizational Structure and management/administration, employees, Governing Authority and relationships must be accurately reflected in an Organization Chart appended in Appendix B. Written clarifications that describe working relationships of each entity (for example, an operator) must also be included. Any substantial modifications to the Organizational Structure must be submitted in written form to the Sponsor prior to implementation.

H. CONSULTANTS AND MANAGEMENT COMPANIES.

I. The School Governing Authority shall be responsible for entering into any contract(s) for management or operation of the School or its curriculum or operations, or any portion thereof. Any such contract(s), or modifications therein, shall require prior written approval of the Sponsor and shall be attached to this Contract as Appendix F. The School shall employ an attorney, who shall be independent from the operator, for any services related to the negotiation of the School's contract with the operator. or if the operator and School should become adverse to each other in any particular matter. Operators, management companies, or consultants who rise to the level of an operator/management company of the School, as defined in section 3314.02 of the Ohio Revised Code, shall provide to the School Governing Authority and the Sponsor a detailed accounting of the nature and costs of the services provided to the School.

If the Sponsor reasonably deems, , that due to material mismanagement, poor governance or performance, it is advisable or necessary that the School engage an operator or consultant, or new operator or consultant if the School has an existing agreement for services, the Sponsor may

require that the Governing Authority interview, select, and enter into a new or different agreement for such services, and such operator and services contract must be approved by the Sponsor as a modification to this Contract. Such action, however, may only be taken after the Sponsor has provided notice to the School regarding its concerns and has given the School a reasonably opportunity to respond to the concerns. If the School has an existing agreement with an operator for services, prior to requiring the Governing Authority to engage with a new operator, the Sponsor shall provide the Governing Authority with written notice of the Sponsor's concerns with particularity, and the Sponsor shall allow the School and the operator sixty (60) days to cure any defects or to provide a plan to cure the defect to the satisfaction of the Sponsor.

2. The School Governing Authority shall also be responsible for the oversight and approval of any consulting or other contracts entered into by the School for purposes of daily operation of the School. Such consulting or other contracts shall require prior written approval of the Sponsor unless it is a minor consulting contract not rising to the level of an operator, or, an expense under \$25,000 annually.

I. POWER OF ATTORNEY. The Governing Authority hereby grants to the Sponsor a power of attorney to carry out all provisions of applicable law and this Contract on behalf of the Governing Authority, should it become necessary in the Sponsor's sole opinion and subject to Ohio's Open Meeting law, to appoint some or all of a new Board of Directors for cause for abandonment of duties, to the extent permissible by law. The Governing Authority confirms its consent to this power by signing below and shall execute and deliver to the Sponsor all agreements and other documents that the Sponsor reasonably shall deem necessary or appropriate to comply with this paragraph. Upon any failure by the Governing Authority promptly to comply with the requirements of this subparagraph, the Sponsor shall be entitled to an order of specific performance from a court of law, ordering the Governing Authority to comply. In addition, any failure by the Governing Authority promptly to comply with the requirements of this subparagraph shall be good cause for termination of this Contract. In order to effectuate this provision, the Code of Regulations/By-Laws of the School must contain a provision allowing the Sponsor to appoint and/or dismiss Directors if the Sponsor, exercising reasonable judgement, deems it necessary. Necessity is defined as conditions including but not limited to the serious nature of the following: repeated violations or uncorrected violations of open meetings, public records or ethics and conflicts laws; abandonment of governing authority responsibilities; material breach of this Contract; uncorrected chaos in operations of the School or School Governing Authority; inability to make decisions due to lack of quorum or deadlock in voting; one or more directors exceeding authority; or, repeated disruption by one or more directors. In all cases the Sponsor will limit this power of attorney to replacement and appointment to the extent Sponsor feels necessary to accomplish correction of the specific issue hampering the governance, operations, or progress of the School.

ARTICLE II General Public School Requirements

A. COMPLIANCE WITH STATE LAW.

1. The School shall comply with all applicable Ohio laws, including, but not limited to, the following provisions of the Ohio Revised Code as if it were a school district:

- i. Section 9.90 (Insurance or Deferred Compensation for Educational Employees);
- ii. Section 9.91 (Placement or Purchase of Tax-sheltered Annuity for Educational Employees);
- iii. Section 109.65 (Missing Children Clearinghouse);
- iv. Section 121.22 (Public Meetings);
- v. Section 149.43 (Availability of Public Records for Inspection and Copying);
- vi. Sections 2151.357 and 2151.421 (Juvenile Records and Reporting of Child Abuse or Neglect);
- vii. Section 2313.19 (No Penalty for Jury Duty);
- viii. Sections 3301.0710, 3301.0711, 3301.0712 and 3301.0715 (Ohio Graduation Tests);
- ix. Section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code (Statewide Education Management Information Systems);
- x. Section 3301.0729 (Time spent on Assessments)
- xi. Sections 3301.50 to 3301.59 of the Revised Code and the minimum standards for preschool programs prescribed in rules adopted by the state board under R.C. 3301.53, if the School operates a preschool program that is licensed by the Department of Education and Workforce;
- xii. Section 3301.948 (Provision of data to multi-state consortium prohibited);
- xiii. Section 3302.037 (Notice of Report Cards)
- xiv. Sections 3313.472, 3313.50, 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.603(J), 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6015, 3313.6020, 3313.6024, 3313.6025, 3313.6026, 3313.6028, 3313.6029, 3313.6411, 3313.6413, 3313.643, 3313.648, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.7117, 3313.721, 3313.80, 3313.801 (as if the school were a district unless an internet or computer based community school), 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, and 3313.96 (Rules and Regulations of the State Board of Education);
- xv. Sections 3319.39, 3319.41, 3319.073, 3319.077, 3319.078, 3313.0812, 3319.238, 3319.318, 3319.321, 3319.324, 3319.391, 3319.393, and 3319.41 (School Employees and Conduct);
- xvi. Section 3319.46 (Positive Behavior Intervention Supports);
- xvii. Sections 3320.01, 3320.02, and 3320.03 (Religious Freedom);
- xviii. Sections 3321.01, 3321.041 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3321.191, (except if the school is an internet- or computer-based community school that does not receive a dropout prevention and recovery

- report card, in which case the School shall comply with Section 3314.261) 3322.20, and 3322.24 (School Attendance);
- xix. Section 3323.251 (Dyslexia Education);
 - xx. Section 3327.10 (Qualification of Drivers);
 - xxi. Section 4111.17 (Prohibiting Discrimination in Payment of Wages);
 - xxii. Section 4113.52 (Reporting Violations of Law);
 - xxiii. Section 5502.262 (Emergency Management Plan);
 - xxiv. Section 5502.703 (Ohio School Safety Crisis Center);
 - xxv. Section 5705.391 (Board of Education Spending Plan);
 - xxvi. Chapter 117 (State Auditor Requirements);
 - xxvii. Chapter 1347 (Personal Information Systems);
 - xxviii. Chapter 1702 (Non-Profit Corporation Law);
 - xxix. Chapter 2744 (Political Subdivision Tort Liability);
 - xxx. Chapters 3307 and 3309 (State Retirement Systems);
 - xxxi. Chapter 3314 (Community School);
 - xxxii. Chapter 3365 (Post-Secondary Enrollment Options Program);
 - xxxiii. Chapter 3742 (Lead Abatement);
 - xxxiv. Chapter 4112 (Civil Rights Commission);
 - xxxv. Chapter 4123 (Worker's Compensation);
 - xxxvi. Chapter 4141 (Unemployment Compensation); and
 - xxxvii. Chapter 4167 (Public Employment Risk Reduction Program) as if it were a school district.

2. The School and the members of the School Governing Authority shall comply with Ohio Ethics Laws, including Chapter 102 and section 2921.42, 2921.43, 2921.44 of the Revised Code.

3. To the extent applicable, the School shall comply with sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Revised Code, which relate to the awarding of a high school diploma, except that for students who enter ninth grade for the first time before July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the School Governing Authority rather than the curriculum specified in Title XXXIII of the Revised Code or any rules of the state board of education. Beginning with students who enter ninth grade for the first time on or after July 1, 2010, the requirement in sections 3313.61 and 3313.611 of the Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in section 3313.6027 and the Ohio core curriculum prescribed in division (C) of section 3313.603 of the Revised Code, unless the person qualifies under division (D) or (F) of that section. The School shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the state board of education under divisions (J)(1) and (2) of section 3313.603 of the Revised Code.

The School shall comply with the framework developed by the Ohio Department of Education and Workforce under R.C. 3313.603(J)(3) for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education.

4. The School shall comply with the performance standards and continuous improvement plan set forth in section 3302.04 and 3302.041 of the Revised Code, except that any action required to be taken by a school district pursuant to that section shall be taken by the Sponsor. Notwithstanding the foregoing, the Sponsor shall not be required to take any action described in division (F) of section 3302.04 of the Revised Code.

5. The School and the School Governing Authority may carry out any act or insure the performance of any function that is in compliance with federal, state, or local law.

6. If the school is the recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the "American Recovery and Reinvestment Act of 2009," the School will pay teachers based upon performance in accordance with section 3317.141 and will comply with section 3319.111 of the Revised Code as if it were a school district, including requirements that the School adopt and implement a comprehensive evaluation system for teachers and principals.

7. Each person employed to work in the School as a nurse, teacher, counselor, school psychologist, or administrator shall complete a minimum of four (4) hours of in-service training at least once every two (2) years. In-service training shall include training on the School's harassment, intimidation and bullying policy; child abuse prevention and intervention; school safety and violence prevention (including human trafficking content); dating violence prevention; substance abuse prevention; the promotion of positive youth development; and youth suicide awareness and prevention. The School shall also require in-service training on child sexual abuse, which shall be presented by either a prosecutor or law enforcement officer who has experience in handling cases involving child sexual abuse or child sexual violence.

ARTICLE III Governing Authority

A. COMPOSITION. The board members of the School Governing Authority are responsible for carrying out all obligations of this Contract and charged with the responsibility of establishing policies and procedures for the operation and management of the School. The School Governing Authority must contain at least five (5) voting directors. Governing Authority members are prohibited from being owners or employees, or relatives of owners or employees, of the School or of any company or individual that operates or manages the School. For purposes of this Contract, the word 'relative' shall include, but not be limited to, spouses, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the person serving on the Governing Authority. In addition, the School Governing Authority shall be composed of people knowledgeable in the areas of budget, finance, legal issues, education and school curriculum. The board members shall provide to the Sponsor all contact information, including, but not limited to,

their names, addresses, e-mails and telephone numbers, on a regular basis and within five (5) business days of any change of such information. No Director may serve on the Board if restricted from doing so by R.C. 3314.02(E) or any other state or federal law, rule, or regulation.

B. BACKGROUND CHECKS. All Governing Authority Members must provide a copy of the following documents to the Sponsor prior to the effective date of this contract and/or the effective date of the term of the member:

1. Copy of the results of both a BCI and FBI background check.*
2. Signed consent to release background check results to the Sponsor.
3. Resume or biographical vitae that accurately reflects experience, education, and other professional competencies related to serving on the charter school governing authority.
4. Signed Annual Conflict of Interest Disclosure Statement.

All BCI and FBI criminal records checks must be repeated every five (5) years with results sent to the Sponsor, unless the Governing Authority member has lived in Ohio for the past five years in which case only the BCI criminal records check is required. Results of the criminal records check must be submitted within thirty (30) days of expiration of the previous check.

C. MEETINGS. Governing Authority must hold a minimum of 6 regular meetings per year, and notice of such regular meetings shall be provided to the Sponsor in writing at least seven (7) days in advance of the meeting. Notice of special meetings must be sent to the Sponsor as soon as scheduled and in no case with less than 24 hours advanced written notice, along with telephone call invitation. In the case of an emergency meeting, the Governing Authority shall contact the Sponsor as soon as the meeting is determined to be necessary. The Governing Authority must approve a policy stating how it will notify the public of all meetings. Minutes must accurately reflect the topics discussed and the motions and votes of the Governing Authority. Also, reports or documents presented shall be maintained electronically and made available to the public at the school building per the Ohio Public Records Act and R.C. 121.22. The Governing Authority shall copy the Sponsor on all notices of meetings when posted, advertised, or otherwise conveyed.

The Governing Authority shall allow the Sponsor or its designee into all executive session meetings unless discussing pending or imminent litigation against Sponsor, or those needing preservation of attorney/client privilege, or by mutual agreement of the parties. Subject to the foregoing only, the Sponsor representative or its designee shall be granted all rights and privileges associated with being a non-voting member of the Governing Authority, but shall not be considered a member of the Governing Authority under any provision of Ohio law or this Contract.

D. REGULATIONS. The School Governing Authority shall adopt, and at all times maintain, policies and regulations for the operation of the School Governing Authority, which shall include, but not be limited to, policies and procedures with respect to meetings, including quorum and voting rules, conflicts of interest, meeting notices, Ohio ethics and conflicts laws, corporate governance, duties of officers and directors, audits, term limits, succession plans, removal

procedures, committee responsibilities, and other necessary corporate governance or applicable public school requirements..

All Governing Authority members, Directors, as well as the Chief Administrative Officer and other administrative employees, shall complete training on an annual basis on public records and open meetings law as required by R.C. 3314.037. Members new to this School's Board must complete a minimum of five (5) hours of Board training, at least two (2) hours of which are on public records and open meetings law, within three (3) months of being elected to the Board. The Sponsor may extend the deadline for completion of training at its sole discretion. Such training must be approved by the Sponsor. The Governing Authority shall timely comply with such training, as well as conflict disclosures and signed ethics and conflicts policies annually or more frequently as may be reasonably required.

E. CLOSURE. In the event of the School's closure, the Governing Authority and its officers must remain in their positions and participate in necessary meetings and documentation of professional development from the time the School learns it must close or votes to close or is closed, until the School is fully closed and the final closing audit is completed.

F. COMPENSATION. The School Governing Authority may provide, by resolution, for the compensation of each of its members in an amount up to, but not to exceed, One Hundred Twenty Five Dollars (\$125) per meeting that the member attends and the statutorily limited compensation for professional development/training. Such compensation must be voted on before the term of a director. No member shall be compensated more than a total amount of five thousand dollars per year for all community school governing authorities upon which the individual serves.

G. REPORTING.

1. Annual Report. Within four (4) months after the end of each school year, the School Governing Authority shall submit to the Sponsor and the parents of all students enrolled in the school a report of its activities and progress in meeting its goals and performance standards, as well as its financial status.

2. Reports to Sponsor. The School Governing Authority, with the administration, shall report to the Sponsor upon request all information or documents required under applicable law, including, but not limited to:

- i. that information required under R.C. 3314.08(B)(1) – (9);
- ii. the number of students suspended and expelled;
- iii. the number and names of students withdrawn, withdrawal reasons and documentation;
- iv. the number of students receiving Special Education or services related to an IEP, special education program information and compliance;
- v. school attendance reports as per Sponsor template suitable for calculating full time equivalent as required by Ohio law;
- vi. attendance and participation logs for non-classroom based learning

- opportunities;
- vii. all material events, changes, omissions or occurrences which may be required to be reported by the Sponsor to ODE and the School Governing Authority's position, cure, or plan of action;
- viii. School Governing Authority meeting minutes with all approved resolutions and all attachments to the minutes handed out in public sessions of any meeting;
- ix. all items required to be reported in this Contract;
- x. all required financials, budgets, assets, liabilities, or similar information, as well as aged payables;
- xi. the required reporting under the state Sponsor Performance Review that is expected or required from or about the School;
- xii. staff and teacher turnover;
- xiii. any changes in structure, governance or operational information;
- xiv. current roster of staff by position, including notations on licensure, HQT status, and FBI/BCI&I completion;
- xv. current roster of Board members, including contact information (home phone numbers and home addresses will not be released to the public);
- xvi. evidence of Board member training completion, FBI/BCI&I completion, and conflict of interest disclosure and signed conflict of interest policy;
- xvii. any findings for recovery issued by the auditor of state against any Board member, or against any management company or school employee with responsibility for fiscal operations of the School or authorization to spend money on the School's behalf at least annually and when requested;
- xviii. schedule of regular Board meetings, including dates, times, and location;
- xix. notice of all regular, special, or emergency Board meetings as soon as scheduled;
- xx. monthly financial and enrollment reports, monthly residency verifications;
- xxi. board-approved five-year forecast and budgets, whenever updated;
- xxii. CCIP, SOES, EMIS, and OEDS-R administrator information;
- xxiii. school calendar, including assessment schedule;
- xxiv. progress on internal and state-wide assessments, mission-driven programs, and contract goals;
- xxv. lease/rental agreement or mortgage/deed, loans and settlement agreements;
- xxvi. building inspection certificates – fire and health department inspections, school environment inspection report, building permits, Certificate of Occupancy, etc.
- xxvii. Inventory and Fixed Assets List updated annually;
- xxviii. Articles of Incorporation, Code of Regulations, Employer ID No., IRS Determination Letter (if any), corporate Code of Regulations/By-Laws;
- xxix. current safety plan as filed with the Attorney General's office (unless required to be kept confidential), evidence of approved Emergency

- Management Plan;
- xxx. material changes in finances, litigation, settlement obligations or risks
 - xxxi. any staff, student, finance, operational, safety, Board, and other school policies, upon Sponsor's request
 - xxxii. structural/organizational chart;
 - xxxiii. any required/requested information in Sponsor's document management system, Epicenter, on a timely basis;
 - xxxiv. annually, verification of completion of annual public records and open meetings law training by each governing authority member, fiscal officer, chief administrative officer, administrative employees of the School, and all individuals performing supervisory or administrative services for the school through an operator contract;
 - xxxviii. annually, any finding for recovery issued by the auditor of state against any member of the governing authority, the operator, or any employee of the School;
 - xxxix. annually, disclosure statements for each member of the governing authority as filed pursuant to R.C. 3314.02(E)(7);
 - xl. annually, updated asset reports showing all assets purchased with public funds and all assets purchased by nonpublic funds, divided into state and federal assets, with proper USAS codes, and purchase price if available, as well as depreciation schedules, and the ownership of each; and
 - xli. annually, a detailed accounting of the nature and costs of the goods and services that the operator provides to the School, pursuant to R.C. 3314.024, if the operator receives more than twenty percent (20%) of the School's gross annual revenues.

H. PAYMENT TO SPONSOR. In accordance with section 3314.03(C) of the Ohio Rev. Code, the School Governing Authority shall pay the Sponsor three percent (3%) of the total amount of payments for operating expenses that the school receives from the state in consideration for providing monitoring, oversight, and technical assistance as required by law. Prior to billing for sponsorship services each month, the Sponsor shall review the Community School Settlement Report and make adjustments to its billing as necessary to attempt to prevent any overpayment of sponsorship fees. Payments to the Sponsor shall be made by monthly automatic transfer to the general fund of the Sponsor, and the School Governing Authority agrees to sign documentation necessary to accomplish the same.

I. CONFLICTS OF INTERESTS. The Governing Authority shall have a Conflict of Interest policy. Such policy shall address public officers' ethics and conflict rules, corporate conflict rules, and if the School is an Internal Revenue Code (IRC) tax-exempt entity, IRC conflict rules. The Conflict of Interest policy shall be signed annually by all required public officials of the School. In addition, annual conflict of interest disclosures must be submitted to the Sponsor by those same public officials.

J. **LIABILITY INSURANCE.** The School Governing Authority shall at all times maintain comprehensive general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary coverage in an amount no less than Five Million Dollars (\$5,000,000). The insurance coverage shall be not only for the School and the School Governing Authority, its directors, officers and its employees but also for the Sponsor, its board, superintendent and employees as additional insured's. The School Governing Authority shall also maintain directors and officers liability/errors and omissions coverage in the amount of One Million Dollars (\$1,000,000) per occurrence. The insurance coverage must be occurrence coverage rather than claims made coverage. The School Governing Authority must obtain policies that notify the Sponsor in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. The School Governing Authority shall provide copies of all of the foregoing insurance policies to the Sponsor.

K. **INDEMNIFICATION.**

1) The School Governing Authority and School shall defend, indemnify, save and hold harmless the Sponsor, its representatives, officers, agents, board, superintendent and employees from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs, or expenses (including, without limitation, attorneys', expert, accounting, auditor or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise arising from any of the following:

i. A failure of the School Governing Authority and/or School or any of its officers, directors, employees, agents, or contractors to perform any duty, responsibility or obligation imposed by law or this Contract, or other obligation between or on behalf of the School and another party;

ii. An action or omission, misrepresentation or inaccuracy by or of the School Governing Authority and/or School or any of its officers, directors, employees, or contractors that results in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal);

iii. Any sum that the Sponsor may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Contract; (2) any breach or any failure of the School to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under the law, and all agreements delivered in any way connected herewith, on the part of the School, to be performed, complied with, or observed; or (3) liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the School Governing Authority or to third parties in any way related to the School or arising out of this Contract; and

iv. Any and all liabilities incurred by Sponsor or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity

brought against Sponsor relating to activities and/or operations of the School or the School Governing Authority by a third party.

v. The School shall indemnify, defend, hold harmless and reimburse the Sponsor for costs incurred by the Sponsor in connection with the Sponsor's oversight and monitoring of the School. The total amount of such payments shall not exceed three per cent of the total amount of payments for operating expenses that the School receives from the state. The word "received" means the receipt and acceptance by the Sponsor in accordance with and pursuant to the revenues received on the monthly School Foundation Statement. The Sponsor has a right to rely upon the monthly statement and is not responsible for FTE findings, except for reductions due to FTE findings already deducted in the then current monthly School Foundation Statement, or those FTE findings deducted in future statements upon which Sponsor figures its fee.

L. **LIABILITY OF SCHOOL GOVERNING AUTHORITY.** Liability under this Contract, and any other contract entered into by the School Governing Authority, shall be deemed to be in accordance with section 3314.071 of the Revised Code and other applicable provisions of Ohio law.

M. **COMPREHENSIVE PLAN.** The School shall submit, through the School Governing Authority, a comprehensive plan to the Sponsor. The plan shall specify the following:

1. The process by which the governing authority of the school will be selected in the future (to be included in the School's corporate Code of Regulations/By-Laws);
2. The management and administration of the school;
3. That the School was not a currently existing public school or an educational service center building when it opened;
4. The instructional program and educational philosophy of the school;
5. The internal financial controls and the governing authority policies regarding internal financial controls; and
6. Any other statutory requirement for the Comprehensive Plan.

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

ARTICLE IV Enrollment/Students

A. **ADMISSIONS STANDARDS.** The School Governing Authority shall adopt admission procedures that specify the following per R.C., Section 3314.03:

1. Enrollment is limited to students who reside in the district in which the school is located, is open to residents of other adjacent districts, or is open to students who reside in any district in the state of Ohio;

2. That there will be no discrimination in the admission of students to the School on the basis of race, creed, color, disability, or gender, except as may otherwise be permitted by law in order to carry out a specific educational goal or purpose;

3. That the School may not limit admission to students on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability, except that the School may limit its enrollment to students as described in Section 3314.06(E) of the Revised Code;

4. That the School will admit the number of students that does not exceed the capacity of the School's programs, classes, grade levels, or facilities; and

5. That, except as otherwise provided under Subsection 3 above or Section 3314.061 of the Revised Code, if the number of applicants exceeds the capacity restrictions, students shall be admitted by lot from all those submitting applications, except preference may be given to students attending the School the previous year and shall be given to students who reside in the district in which the School is located (to the extent such preference is permitted by then federal law). Preference may also be given to siblings of students attending the school the previous year or to students of full-time staff members, to the extent permitted by law.

B. **COMMUNITY BALANCE.** The School shall attempt to achieve racial and ethnic balance reflective of the community it serves by doing the following: The School will have an open enrollment process. The School will fully comply with Ohio law regarding admission policies and procedures, as well as all other applicable state and federal provisions. In particular, as a public community school, the school will not discriminate on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis not permitted by applicable law. The school will be nonsectarian in all respects, and will comply with state and federal laws applicable to public schools concerning church-state issues. The School will not charge tuition unless otherwise expressly authorized by law.

The School will actively publicize open enrollment to all community sectors. If necessary, the School will conduct its first enrollment lottery at a date compliant with the application enrollment window with subsequent annual lotteries held on the first Monday of April in each year. The School will market or recruit to attempt to achieve a racial/ethnic balance reflective of the community it serves by actively involving the entire community in the school, and by reaching out during the enrollment process, to those sectors of the community which are underrepresented and underserved. It is our goal to found a true community school which is reflective in every way of the neighborhood and the community which it serves.

C. **ATTENDANCE AND PARTICIPATION POLICY.** The School Governing Authority shall adopt an attendance policy, including any policy or procedures for non-classroom learning

opportunities (and/or blending learning program if applicable), that includes a procedure for automatically withdrawing a student from the School if the student, without legitimate excuse, fails to participate in seventy two (72) consecutive hours of the learning opportunities. The School Leader or designee may be notified to intervene on behalf of the School after a student misses the hours and/or days specified in the School's attendance policy. The School must follow through on all truancy requirements under state law until the student is withdrawn. The School's attendance and participation policies must be available for public inspection. The School's attendance and participation records shall be made available, upon request, to the Department of Education and Workforce, auditor of state, and Sponsor, to the extent permitted by 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act (FERPA), R.C. 3319.321, and any applicable rule or regulations thereto.

The School must submit to the Sponsor its Residency Policy and its procedures for verifying residency in the home districts of its enrollees for Sponsor approval, which shall include also that parents must notify the School of any change of address of parent's or student's location. Monthly verifications shall be signed by an administrator or his or her designee and sent each month to the Sponsor for its records.

The School must submit its Enrollment, Truancy and Withdrawal policy(ies) to the Sponsor and it shall contain provisions including, but not limited to, the requirements as to automatic withdrawal and those under the latest truancy and attendance laws, as well as the completion of parent withdrawal forms and automatic withdrawal letters stating the reason for withdrawal. If the parent or guardian is not responsive, the School shall notate the apparent reason for withdrawal on the form.

D. STUDENTS RESIDING OUTSIDE THE HOME DISTRICT. The School Governing Authority shall adopt a policy with respect to admission of students who reside outside the home district in which the School is located. Such policy shall comply with the requirements set forth in section (A) of this Article and shall do one of the following: (a) prohibit the enrollment of students who reside outside the district in which the School is located; (b) permit the enrollment of students who reside in districts adjacent to the district in which the School is located; or (c) permit the enrollment of students who reside in any other district in the State of Ohio.

E. NOTICE. The Governing Authority shall distribute to parents of students upon their enrollment the required statement concerning state-prescribed testing and compulsory attendance law as prescribed in ORC 3314.041 and a copy of the school's most recent State report card.

F. SUSPENSION AND EXPULSION. The School shall adopt a policy regarding the circumstances under which a student may be suspended, expelled or removed from the School. A copy of such policy shall be available to the Sponsor upon request.

Prior to suspension, expulsion or removal of any student, the superintendent or principal must adhere to the procedures set forth in the policy. The School's policies and practices must comply with the requirements of sections 3313.66, 3313.661, 3313.662, and 3313.668 of the Revised Code, which set forth procedures regarding suspension, expulsion, removal and

permanent exclusion. The policies and practices must not infringe upon the rights of handicapped students, as provided by state and federal law, and the School shall maintain a policy for the discipline of students receiving special education services.

G. MINIMUM NUMBER OF STUDENTS. The School shall provide learning opportunities to a minimum of one hundred fifty (150) students, or as otherwise agreed to in writing by Sponsor, for a minimum of nine hundred twenty (920) hours per school year. At least thirty (30) days prior to the first day of school the School shall have at least seventy-five (75) students enrolled if the School is a traditional K-12 school or at least fifty (50) student enrolled if the School is a drop-out prevention or recovery school. If the School is unable to maintain this initial enrollment, and in the Sponsor's determination the financial position of the School is insufficient for the School to remain open for the full school year, the Sponsor may require the School to take corrective action, up to and including requiring the School to secure a guaranty of funding from its operator or other individual or entity that sufficient funding will be available to keep the School in operation for the entire school year.

ARTICLE V. Staffing

A. TEACHER QUALIFICATIONS. The School shall employ at least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week for every twenty five (25) students attending the School. All teachers must be licensed in accordance with sections 3319.22 to 3319.31 of the Revised Code, except that the School may employ non-certified persons to teach up to twelve (12) hours per week pursuant to section 3319.301 of the Revised Code. The school-wide students to full-time equivalent classroom teacher ratio shall be no more than 25 to 1, unless otherwise agreed to in writing between Sponsor and School. The School may also employ necessary non-teaching employees. Except in limited circumstances and duration, and with the approval of the Sponsor which shall not be unreasonably withheld, all teachers shall be individuals who maintain a regular physical presence in the building unless the School is operating as a blended learning program or internet- or computer-based community school.

B. EMPLOYEE BENEFITS. The School or operator must provide health and other benefits to all full-time employees as per their policies. A summary of employee benefits shall be detailed in Appendix E.

C. DISCIPLINARY PROCEDURES FOR EMPLOYEES. The School shall provide to the Sponsor the procedures for discipline, suspension and termination of employees. Additionally, the School shall provide to the Sponsor a written and signed acknowledgement by each teacher that he/she is an employee-at-will, if applicable.

D. DISMISSAL OF EMPLOYEES. If this Contract is terminated or non-renewed and there is no successor Sponsor, the School shall follow the dismissal requirements and procedures set forth on Appendix E.

E. CRIMINAL BACKGROUND CHECKS.

1. The School Governing Authority is responsible for requesting that the FBI and the superintendent of the bureau of criminal identification and investigation conduct a criminal records check for any applicant who has applied to the School or its management company for employment, in any position, as a person responsible for the care, custody and control of a child, including those who may be in unsupervised contact with a child. The School Governing Authority shall notify, on a timely basis or upon Sponsor's request, that the criminal records checks for each employee, staff member, or person described above do not reveal any disqualifying offense and have been reviewed and approved by the Governing Authority's legal counsel. If the results of the criminal records check indicate that the employee does not qualify for employment or care, custody or control of, or unsupervised contact with children, the employee shall be released from employment immediately.

All BCI&I and FBI criminal records checks must be repeated every five (5) years with notification to the Sponsor as described in the immediately preceding paragraph, unless the Governing Authority employee, staff member, or person described above has lived in Ohio for the past five years in which case only the BCI&I background check is required. All employees, staff members, or persons described above must complete a new criminal records check within thirty (30) days of expiration of the previous check.

2. All volunteers must be notified that the School may require a criminal records check of the volunteer at any time, at the School's request. All volunteers in direct contact with children will be required to submit to a criminal records check; provided however, to preserve parent participation, parents are permitted to have unsupervised contact with their own child and supervised contact with other children without being required to submit to a criminal records check.

F. CHIEF ADMINISTRATOR. The School's Chief Administrative Officer will be the School's leader. This individual is responsible for the daily operations at the School and will be listed as such in any State reporting system. The Superintendent shall be the person listed in OEDS-R as the "Superintendent" of the School even if the School does not call or employ a position of Superintendent.

G. PROHIBITION OF EMPLOYMENT. The School shall not employ an individual in a position if the State Board of Education has permanently denied the individual an educator's license or if the individual has entered into a consent agreement with the State Board of Education agreeing to never again apply for an educator's license.

ARTICLE VI.
Fiscal Standards

A. FINANCIAL AUDITS. The School shall maintain all financial records in the same manner as are financial records of school districts, as required by Ohio law, so that audits by the auditor of the state may be conducted of such financial records in accordance with section 117.10 of the Revised Code. The School shall make all such financial records available to the Sponsor for review. In the event the auditor of the state declares the School unauditible, the School shall cooperate with the Sponsor to create a plan for providing the auditor with the documentation necessary to complete the audit for the School and for ensuring that all financial documents are available in the future. Within five (5) business days of receiving notification from the auditor, the School shall notify the Sponsor in writing of the time, date, and location of any scheduled meetings with the Auditor. If the governing authority contracts with an entity specializing in audits, including an attorney or accountant, that entity must be independent from the operator with which the School has contracted.

B. FISCAL OFFICER.

1. The School Governing Authority shall be responsible for employing or contracting with a fiscal officer of the School. No fiscal officer may be employed who has audit findings against them or their company. The fiscal officer of the School, before entering upon duties as fiscal officer of the School, must execute a bond in an amount and with surety to be approved by the School Governing Authority, payable to the State of Ohio, conditioned for the faithful performance of all the official duties required of the fiscal officer. Any such bond shall be deposited with the School Governing Authority, and a copy thereof, certified by the School Governing Authority, shall be filed with the county auditor. If the School and the Sponsor have waived the requirement of employing or contracting with the fiscal officer, pursuant to R.C. 3314.011(D), the current resolution waiving this requirement must be attached to this Contract at Appendix A. Such resolution shall only be valid for one year, and any subsequent resolution adopted by the School must be approved by the Sponsor and submitted to the Ohio Department of Education and Workforce.

In lieu of a surety bond, the School may adopt a policy permitting its Fiscal Officer to obtain insurance coverage through an "employee dishonesty and faithful performance of duty policy" issued by a joint self-insured pool. Insurance coverage must for no less than twenty-five thousand dollars (\$25,000), and both the School and Sponsor shall be listed as additional insured parties. Coverage must be in place prior to the start of the Fiscal Officer's term of office. The Fiscal Officer must notify the Governing Authority in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage; and the School shall provide evidence of coverage and notice of lapse of any such coverage to Sponsor within five (5) business days of request, and, within five (5) business days of any change or notice to School by the applicable insurance entity.

2. Prior to assuming the duties of fiscal officer, the fiscal officer designated by the School Governing Authority shall be licensed under section 3301.074 of the Revised Code. The

School's fiscal officer shall also complete training on an annual basis on public records and open meetings law.

3. The School Governing Authority shall require the fiscal officer to provide all financial statements. The fiscal agent shall prepare statements of revenue and expense, balance sheets and accounts payable in accordance with accepted accrual accounting procedures. Records, files and reports shall be provided to the School Governing Authority on a monthly basis. The Sponsor shall be granted access to such statements and other financial information.

4. The fiscal officer must be employed by or enter into a written contract with the Governing Authority which must include, among other obligations, that the fiscal officer will prepare and maintain the fiscal records of the school even if the school closes, the school is suspended, the fiscal officer is terminated or the sponsorship agreement is terminated, until the records are deemed auditable by the state auditor. The fiscal officer is obligated to turn over records in auditable condition at the time of the closure of the school or as soon as possible thereafter and this obligation survives the termination of this agreement and any agreement with the fiscal agent.

C. FINANCIAL PLAN. The School shall maintain a financial plan detailing an estimated school budget for each year of this Contract, by October 31 of each year, and specifying the total estimated per pupil expenditure amount for each such year including developing a 5-year budget and including all required elements under Ohio Revised Code Section 3314.032(C). A copy of the financial plan is attached hereto and incorporated herein as Appendix A.

D. BORROWING. The School may borrow money to pay any necessary and actual expenses of the School in anticipation of receipt of any portion of the payments to be received by the School pursuant to the Ohio Revised Code Section 3314.08(C). The School may issue notes to evidence such a borrowing. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the School (ORC 3314.08(G)(1)(a)). A school may also borrow money for a term not to exceed fifteen years, unless a longer term becomes legally permissible, for the purpose of acquiring facilities pursuant to Ohio Revised Code 3314.08(G)(1)(b). All borrowing must be documented in a promissory note and copies of all notes must be provided to the Sponsor within ten (10) business days of signing. All moneys borrowed from the School's operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

E. The School shall comply with the latest FTE Manual of the Ohio Department of Education and Workforce including, but not limited to, documentation of participation in learning opportunities. The SPONSOR shall spot-check such documentation at least once annually. Notwithstanding anything contrary in this Contract, under no circumstances is the Sponsor liable for the debts, obligations, FTE or audit findings of any kind of the School.

F. The School shall have a policy to recover overpayments to vendors and employees which shall be included in Appendix D.

ARTICLE VII.
Educational Plan

A. LEARNING OPPORTUNITIES. The School shall provide the learning opportunities, including both classroom based and non-classroom based learning opportunities, as set forth on Appendix C attached hereto and incorporated herein by reference.

The School may register a blended learning program under R.C. 3302.41(A), upon receiving prior written approval by Sponsor, provided that the details of the School's blended learning model are explicitly set forth in Appendix C. If the School operates a preschool program that is licensed by the Ohio Department of Education and Workforce under R.C. 3301.52 to 3301.59, such operation shall be detailed in Appendix C.

If the School operates as an internet- or computer-based community school, or as a blended learning program, such operation(s) shall be detailed in Appendix C.

B. GOALS. The academic, financial, and operational/organizational goals are attached as Appendix G, which shall be the performance standards by which the School will be evaluated by the Sponsor, including as a part of any high-stakes review. The Performance Standards and goals included therein may be updated from time-to-time pursuant to changes in the School's education program, and updates in law or the sponsor performance review. Such changes shall be reflected in a contract modification.

1. Performance Standards. Academic goals and performance shall include, but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or 3314.017 and assessments administered by the School. Operational performance measures and fiscal performance measures shall also be included in the Performance Standards. Performance Standards shall be specified in Appendix G.

2. Method of Measurement. The School shall be evaluated by the Sponsor based upon the Performance Standards specified in Appendix G and pursuant to Sponsor procedures, at least once every five (5) years and as a part of the high stakes review prior to any contract renewal. If, due to abnormalities in the customary timing of, or the suspension of the issuance of the official state report cards, the Sponsor, at its sole discretion, may use other criteria for evaluations of the performance standards and may adjust or prorate the scoring in a fair and equitable manner. If other criteria are to be used, the Sponsor shall notify the School of what those criteria are as soon as possible after determining to use such other criteria.

C. EDUCATIONAL PROGRAM.

1. Mission of the School. The School shall adopt a mission. The School's education program, including the School's mission and philosophy shall be set forth in Appendix C. The School's curriculum and academic goals shall be tied to this mission, and the mission shall be integrated into the curriculum and academic goals.

2. Student Characteristics. The School shall describe the anticipated characteristics of the student population in Appendix C.

3. Education Plan. The School shall describe its plan for education, including a summary of its instructional program and educational philosophy, in Appendix C.

D. CURRICULUM. The School shall follow the curriculum set forth on Appendix C attached hereto and incorporated herein by reference. The School shall comport with the requirements of RC 3314.0310 as applicable.

E. EDUCATION AUDITS. The School shall maintain all data required by section 3301.0714 of the Revised Code in a manner suitable so that audits may be conducted by ODE, as provided by Ohio law. The School shall provide such information to the Sponsor upon request.

ARTICLE VIII Obligations of the Sponsor

A. SPONSORSHIP DUTIES. The duties and responsibilities of the Sponsor include the following:

1. Evaluate the academic, operational and fiscal performance of the School. The performance standards by which the Sponsor shall make such evaluations are set forth on Appendix G.

2. Verify by a site visit prior to the School's initial opening or relocation to a new facility for the first time as per RC 3314.19 (Opening Assurances by Community School Sponsors) for instruction whether the School complies with all requirements, including, but not limited to, the following:

- i. Local health and safety requirements, including a certificate of occupancy;
- ii. Safety plan and proof of dissemination to local fire and police authorities;
- iii. Criminal background investigations completed or in-progress for all staff and Governing Authority members;
- iv. Current staff list and proof of proper teacher licensure of all faculty;
- v. Proper licensure for the credentialed fiscal officer of the School, as set forth in section 3314.011 of the Revised Code;
- vi. Bonding for those responsible for the fiscal operations of the School;
- vii. Worker's Compensation Certificate;
- viii. Food service inspection and/or licensure;
- ix. Name and contact information as assurance that qualified personnel are in place for the following reporting duties: EMIS, SOES, OEDS, EMAD, and FLICS;
- x. Liability insurance for the School stating Sponsor as additional insured;

- xi. School calendar for the upcoming year;
- xii. Business Plan for the upcoming year;
- xiii. Minimum enrollment as recommended by fiscal officer;
- xiv. School Governing Authority roster with contact information and committee assignments, if any;
- xv. List of School Governing Authority meeting dates and times; and
- xvi. Current census or FTE count.

If the Sponsor verifies that the School complies with all of the requirements, then the Sponsor shall submit written notice of the School's opening date for instruction to ODE not less than ten (10) business days prior to such opening date.

3. Provide monitoring, oversight and technical assistance, including monitoring the School's compliance with all laws applicable to the School and with the terms of this Contract, including, but not limited to, the following:

- i. Conduct comprehensive site visits to the School as necessary, but at least twice annually while classes are in session.
- ii. Make written reports of all information obtained during site visits, and provide written reports of all site visits to ODE upon request.
- iii. Corrective actions will be implemented if Adequate Yearly Progress is not met for two or more consecutive school years.
- iv. Monitor and evaluate the academic and fiscal performance and the organization and operation of the School at least once each fiscal year based upon all information obtained from site visits, monthly fiscal and attendance records' reviews, and any other information obtained in conjunction with performance requirements set forth in Appendix G of this Contract, state report cards, and any other analysis conducted by the Ohio Department of Education and Workforce or the Sponsor.
- v. Report on an annual basis the results of the evaluation conducted under subsection (iv) herein to ODE and to the parents of students enrolled in the School.
- vi. Report the results of the evaluations conducted under subsections (iii) and (iv) herein to the parents of the students enrolled in the School, and submit a written report of the evaluation to ODE by November thirtieth (30th) of each year.
- vii. Provide technical assistance to the School in complying with laws applicable to the School and the terms of this Contract, which may include attendance at reasonably required training at the discretion of the Sponsor.
- viii. Determine whether steps should be taken to intervene in the School's operation to correct problems in the School's overall performance, declare the School to be on probationary status pursuant to section 3314.073 of the Revised Code, suspend the operation of the School pursuant to section 3314.072 of the Revised Code, or terminate this Contract pursuant to section 3314.07 of the Revised Code as determined necessary by the

Sponsor.

- ix. Have in place a written plan of action to be undertaken in the event that the School experiences financial difficulties or closes prior to the end of a school year, consistent with requirements of division (E) of section 3314.015 of the Revised Code, and submit for approval the written plan of action (including, but not limited to, the handling of facilities, equipment, materials, supplies, employees, students, school records and addressing any other obligations of the School) to DEW within ten (10) business days of the execution of this Contract. Disposition of assets shall occur in accordance with Chapter 1702 of the Ohio Revised Code, as well as R.C. 3314.015(E), 3314.074, and any other applicable laws, rules, or regulations.
- x. Have a representative of the Sponsor, knowledgeable in school finance, meet with a representative of the School to review the financial records of the School monthly and prepare written reports which shall be made available to DEW upon request.
- xi. Notify the Principal or CEO of the School of complaints received by the Sponsor or complaints of the Sponsor as soon as possible.
- xii. Offer other activities, as determined by the Sponsor, specifically designed to benefit the School.
- xiii. Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to sponsored schools, pursuant to the specific requirements of R.C. 3314.025.
- xiv. Oversee, monitor and give technical assistance throughout any closure process of the School.

4. Liability of Sponsor. In accordance with section 3314.07(E) of the Revised Code, the Sponsor, its representatives, officers, directors, and employees shall not, under any circumstances whatsoever, be liable for the debts, obligations or business of the School arising out of, relating to or in connection with (i) any failure of the School Governing Authority, the School or any of its employees or representatives to perform any obligation imposed by law or this Contract, or (ii) any act or omission of the School Governing Authority, the School or any of its employees or representatives that results in harm, loss, or liability.

5. DEW Takeover. If at any time the state board of education finds that the Sponsor is not in compliance or is no longer willing to comply with this contract or with ODE's rules for sponsorship, the Sponsor recognizes ODE's statutory rights under R.C. 3314.015.

6. DEW Suspension of School. If at any time the state board of education finds the Sponsor is not in compliance or is no longer willing to comply with (i) the authority of public health and safety officials to inspect the facilities of the school and to order the facilities closed if those officials find that the facilities are not in compliance with health and safety laws and regulations; (ii) evidence of conditions or violations of law at the school that pose an imminent danger to the health and safety of the school's students and employees and the Sponsor refuses to take such action, the Sponsor recognizes DEW statutory rights to suspend the school under R.C. 3314.072.

7. Intervention. The Sponsor shall intervene as required pursuant to R.C. 3314.023 and the Sponsor's Community School Intervention Policy and Process when conditions triggering intervention are identified. Interventions may include, but are not limited to, placing the School on a corrective action plan, probation, suspension, termination or non-renewal of this Agreement.

B. SUSPENSION OR TERMINATION, NON-RENEWAL OR PROBATION.

1. Suspension of School.

- i. The Sponsor may suspend operations of the School for any or all of the reasons listed in subsection 2(i) in this division, below, if Sponsor sends a written notice of intent to suspend explaining the reasons and provides the School Governing Authority with five (5) business days to submit a remedy, and promptly reviews and disapproves the proposed remedy, or if the School Governing Authority fails to submit a remedy or fails to implement the remedy.
- ii. Once the School is suspended it must cease operations on the next business day, immediately send notice to all School employees and parents stating that the School is suspended and the reasons therefore, and the School again has an opportunity to submit a proposed remedy within five (5) business days. At all times during suspension, the School remains subject to non-renewal or termination laws and proceedings in accordance with the law and as provided herein.

2. Non-Renewal, Suspension or Termination of Contract.

- i. The Sponsor may, consistent with R.C. 3314.07, suspend, choose not to renew this Contract at its expiration, or terminate the Contract prior to its expiration for any of the following reasons:
 - a. Failure to meet student performance requirements stated in the Contract or as set forth by DEW and/or law;
 - b. Failure to meet generally accepted standards of fiscal management, as set forth by DEW and/or law;
 - c. Violation of any provision of the Contract or applicable state or federal law;
 - d. Other good cause, which may include lack of faithfulness to the Contract terms or failure to adhere to make progress in any required improvement, corrective action, or performance.
 - e. Debt, loans or obligations, findings or repeated audit violations, material litigation that is opined by the School's attorney in an audit, or any of the former, whether disclosed or undisclosed, determined to be a substantial liability and/or material risk to the School's future operations, or

- f. Failure to adhere to or make progress in any required improvement, corrective action or performance plan.
- i. The Sponsor may choose to terminate the Contract prior to its expiration if the Sponsor has suspended the operation of the Contract under section 3314.072 of the Revised Code.
 - ii. In advance of a renewal decision, as well as annually, the Sponsor will provide the School with the following: (i) a cumulative performance report that summarizes the School's performance record over the charter term and states the Sponsor's summative findings concerning the School's performance and (ii) a summary statement regarding its prospects for renewing the contract. The Sponsor shall conduct a high stakes review prior to any renewal decision.
 - iii. By January 15 of the year in which the Sponsor intends to not to renew this Contract, or, to terminate this Contract, the Sponsor shall notify the School of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the School may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the Sponsor. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days of the informal hearing, the Sponsor shall issue a written decision either affirming or rescinding the decision to not renew or terminate this Contract.
 - iv. School intention to non-renew. If the School does not intend to renew this Contract with the Sponsor, the School shall notify the Sponsor in writing of that fact, including the rationale, at least one hundred eighty (180) days prior to the expiration of this Contract. The School may enter into a contract with a new sponsor in accordance with R.C. 3314.03 upon the expiration of this Contract, or by an assignment of this Contract before its expiration date.
 - v. The termination of the Contract under this section shall be effective upon the occurrence of the later of the following events:
 - a. the date of the notice of termination; or
 - b. if an informal hearing is requested and as a result of that hearing the Sponsor affirms its decision to terminate the Contract, the effective date of the termination specified in the notice issued by the Sponsor.

No termination shall be effective until the end of a school year unless there is immediate danger to the health and safety of the students, in which case the school shall close on the date specified in the notice of termination.

3. **Permanent Closure.** If this Contract is terminated or not renewed by the Sponsor for failure to meet student performance requirements stated in the Contract or for failure to meet generally accepted standards of fiscal management, the School must close permanently at the end of the then-current school year or on a date specified in the notification of termination and the

School shall not enter into any other contract with any other sponsor.

4. Closing Procedures. The Governing Authority and School administrators shall comply with and cooperate with the closing requirements summarized on Appendix J and all other required procedures, including any Ohio Department of Education and Workforce Closing Procedure Guidance at the pertinent time.

5. Good Faith Deposit. Immediately upon receipt of any Notice of Intent to Suspend sent by the Sponsor or closure notice or suspension from any governmental or administrative agency, or immediately upon a vote of closure by the School, the School shall submit to the Sponsor a good faith deposit of \$10,000.00 to cover costs of any legal or other professional fees or operational costs that may be required or necessary for the Sponsor to facilitate matters including, but not limited to, notices to parents, transfer of files, change of locks, fees, securing assets, segregating or selling assets, returning assets, or other professional or non-professional fees or costs incurred by Sponsor that are in any way associated with termination and closure of the School, in case the School fails to perform some or all of its responsibilities upon cessation of operations for any reason. The good faith deposit is to be returned to the School, or sent to the appropriate creditor without interest, if all costs, expenses, and obligations paid by the Sponsor, at the discretion of the Sponsor, to comply with the School's closing responsibilities, are authorized to be paid from, and are actually covered by, remaining School funds, if available.

6. Probation.

- i. In lieu of termination of this Contract or suspension of the operation of the School as provided for in sections 3314.07 and 3314.072 of the Revised Code, respectively, after consultation with the School Governing Authority, if the Sponsor finds that any of the conditions prescribed in division (B)(1) of section 3314.07 of the Revised Code apply to the School (see also Article VIII Section (B)(2)(i), above), the Sponsor may provide written notice to the School Governing Authority that the School is in a probationary status which shall not extend beyond the end of the current school year. The notice shall specify the conditions that warrant probationary status, and the targets and timelines required for improvement. The Sponsor may declare the School to be in such status only if it has received from the School Governing Authority reasonable assurances to the satisfaction of the Sponsor that the School Governing Authority can and will take actions necessary to remedy the conditions that have warranted such probationary status as specified by the Sponsor.
- ii. The Sponsor shall monitor the actions taken by the School Governing Authority to remedy the conditions that have warranted probationary status as specified by the Sponsor and may take over the operation of the School as provided by section 3314.073 of the Revised Code or may take steps to terminate this Contract or to suspend operation of the School if the Sponsor at any time finds that the School Governing Authority is no longer able or

willing to remedy those conditions to the satisfaction of the Sponsor.

ARTICLE IX
Miscellaneous

A. NOTICES. Unless otherwise stated herein, any notice or other communication required or intended to be given under this Contract shall be in writing and shall be deemed to be duly given if delivered personally or if deposited in the United States mail, marked certified or registered, return receipt requested, with postage prepaid, or delivered by nationally recognized overnight courier, by confirmed fax transmission, or email which receipt is acknowledged by the recipient:

addressed to the Sponsor at:

Richland Academy of the Arts
75 North Walnut St.
Mansfield, Ohio 44902
Attn: Sheri Hughes, Director of Community Schools
Email: shughes@richlandacademy.com

with a copy to:

Adam Schira
180 E. Broad St, 34th Floor
Columbus, Ohio 43215
Email: aschira@dickinsonwright.com

and addressed to the School Governing Authority at:

Lorain Bilingual Preparatory Academy
Attn: Board Chair
307 West 7th Street
Lorain, Ohio 44052

with a copy to:

Jamie S. Callender, Jr.
The Callender Law Group
100 E. Broad St., Ste. 1700
Columbus, Ohio 43215
Email: jamie@thecallendergroup.com

or to such other addresses as the Sponsor or School Governing Authority may designate from time to time in a written notice to each other.

B. SURVIVAL. All representations, obligations, covenants and agreements contained herein shall survive expiration, termination, non-renewal, suspension or abandonment of this Contract.

This includes but is not limited to responsibilities to ensure that financial records are prepared or kept in auditable condition, that final accounting for SOES purposes is prepared, and that closure activities as required by this contract, the Ohio Department of Education and Workforce and Ohio law are completed.

C. ASSIGNMENT OR MERGER. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

The School shall notify the Sponsor of any impending merger at least sixty (60) days prior to the effective date of the merger. In the event of a merger, this Contract shall not be assigned to the sponsor of any surviving entity.

D. ENTIRE AGREEMENT. This document and the Appendices attached hereto and made a part hereof constitute the entire agreement between the parties and supersedes all prior or contemporaneous discussions, representations or agreements relating to the subject matter contained herein. No amendments, modifications or additions to this Contract shall be made or be binding on any party unless made in writing and signed by each party. Provided however, (1) Sponsor has internal policies posted, provided and explained to School and with which the School must comply. Sponsor shall provide notice of modifications or updates to such policies to the governing authority and shall post them on Sponsor's website or link therein concerning community schools and (2) Sponsor has an obligation to update this Contract for changes in laws or regulations and School agrees, understands and shall cooperate with the need for modifications to this Contract within the term of this Contract, due to changes in laws and regulations, Ohio's accountability system of data reviews and assessments, as well as the ODE's Sponsor Performance Review requirements.

E. GOVERNING LAW; SEVERABILITY OF PROVISIONS. This Contract shall be construed in accordance with the laws of the state of Ohio. Jurisdiction and venue shall lie with the courts situated in the county in which the Sponsor is located. If any part of this Contract is held to be invalid or unenforceable for any reason, the remainder of this Contract shall continue in full force and effect.

F. HEADINGS AND PRONOUNS. The headings to the sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provision hereof or be used to construe any of such provisions. Any pronoun used herein shall include all other numbers and genders, as the context or the number and gender of its antecedent may require.

G. CONTRACT AUTHORIZATION. The Governing Authority shall employ an attorney independent from the Sponsor for any negotiation of this Contract or its amendments.

For purposes of this Contract, approval of the Sponsor may mean written approval by the RAA Executive Director or his/her designee or other authorized agent of the Sponsor.

H. CONTRACT MODIFICATIONS. The Sponsor shall require modifications of this Contract (a) whenever Laws, rules or regulations change, (b) whenever required to do so for Sponsor evaluations by the Ohio Department of Education and Workforce, or (c) whenever changes in

conditions make modifications necessary, at the Sponsor's discretion. The governing authority shall have the opportunity to review and approve each modification prior to execution. The School shall request modifications from the Sponsor, in writing, whenever of any of the above (a)-(c) are implicated.

I. APPENDICES. The following Appendices are made a part of this Contract.

Appendix A

- The process by which the governing authority of the school will be selected in the future (to be included in the School's corporate Code of Regulations/By-laws);
- That the School was not a currently existing public school or an educational service center building when it opened;
- Certificate of Good Standing as an Ohio Non-profit corporation;
- IRS tax exemption determination letter;
- Current resolution waiving the requirement of employing or contracting with the fiscal officer (if applicable); and
- Financial plan.

Appendix B

- The management and administration of the school; and
- The organizational chart.

Appendix C

- The instructional program, curriculum and educational philosophy of the school;
- Learning opportunities;
- STEM designation or use of blended learning model, if applicable;
- Mission; and
- Anticipated characteristics of student population.

Appendix D

- The internal financial controls and the governing authority policies regarding internal financial controls, including the FTE True-Up Policy;
- Policy regarding overpayment to vendors and employees; and
- Current five-year forecast and the funding calculations and requirements under 3314.08 of the Ohio Revised Code.

Appendix E

- Dismissal of employees upon closure; and
- Summary of employee benefits.

Appendix F

- Operator Contract, if applicable.

Appendix G

- Performance Standards.

Appendix H

- Intentionally left blank

Appendix I

- Facilities Plan.

Appendix J

- ODE Closing Procedures and Sponsor Supplemental Closing Plan.

IN WITNESS WHEREOF, this Contract has been executed and is effective as of this 27th
day of June, 2024.

Richland Academy of the Arts
Sponsor

By: Sheri Hughes

Printed Name: Sheri Hughes

Its: Director
(Title)

Lorain Bilingual Preparatory Academy

By: D. Arcedondo

Printed Name: David Arcedondo

Its: Chairman
(Title)

Appendix A

- The process by which the governing authority of the school will be selected in the future (to be included in the School's corporate Code of Regulations/By-laws);
- That the School was not a currently existing public school or an educational service center building when it opened;
- Certificate of Good Standing as an Ohio Non-profit corporation;
- IRS tax exemption determination letter;
- Current resolution waiving the requirement of employing or contracting with the fiscal officer (if applicable); and
- Financial plan.

CERTIFICATION OF RESOLUTION

REVISED BYLAWS/CODE OF REGULATIONS

Lorain Bilingual Preparatory Academy
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of **Lorain Bilingual Preparatory Academy** (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the Lorain Bilingual Preparatory Academy Board of Directors adopts the Revised Bylaws/Code of Regulations. These Revised Bylaws/Code of Regulations supersede and replace any previously adopted Bylaws/Code of Regulations. The Revised Bylaws/Code of Regulations are attached as Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

APPROVAL AND ADOPTION OF RESOLUTION

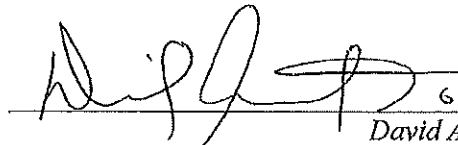
Motion to adopt the Revised Bylaws/Code of Regulations

(without) / with) amendment, made by PASTOR BIVINS

seconded by MEMBER TORRES

Board Member <i>Name/Initials</i>	AYE	NAY	OTHER <i>(Not Present, Abstain, etc.)</i>
Anthony Alto	X		
Kimberly Bartlett	X		
Pastor Terrance Bivins	X <i>TJB</i>		
Todd Kubasak	X <i>TK</i>		
Dr. Robert Thomas	X		
Marcelo Torres	X <i>MT</i>		
David Arredondo, Chairman	X <i>DA</i>		

Executed and adopted by a vote of the Board on this 26th day of MAY, 2022.



David Arredondo, Chairman
Lorain Bilingual Preparatory Academy

Vision

Our vision is to become a school that provides highly qualified, high school and college ready students. The school curriculum model embraces standards-based instruction in such a way that allows for research-based resources to be used within a framework of best practices fostering engagement to produce students who are considered highly qualified applicants for high school and college. Research shows that the four components of high school and college readiness are: cognitive strategies, content knowledge, self-management skills, and knowledge about postsecondary education. With this understanding in mind our school's curriculum model embeds the very components that foster high school and college readiness.

Philosophy Statement

In embracing a new vision of challenging learning activities, our curriculum for all students emphasizes the integration of higher order thinking skills, authentic tasks, and mixed-ability groupings. Instead of students practicing discrete, isolated skills (such as spelling and punctuation done on worksheets), the curriculum stresses composition, comprehension, and applications of skills. Rather than treating basic skills as an obstacle that must be surmounted before exposing students to more complex and meaningful learning activities, we give at-risk students opportunities to learn and practice basic skills in the context of working on authentic tasks. At-risk students work more in heterogeneous groupings as part of collaborative classrooms and less in ability groupings or pull-out classes for compensatory instruction. They are judged on their ability to perform a complex task and to reflect on and describe the thinking that went into it rather than on their facility with multiple-choice tests.

Research on classrooms that have put constructivist teaching and learning models into practice also indicates that technology can enhance student engagement and productivity. More specifically, technology increases the complexity of the tasks that students can perform successfully, raises student motivation, and leads to changes in classroom roles and organization. These role changes, with students moving toward more self-reliance and peer coaching, and teachers functioning more as facilitators than as lecturers, support educational reform goals for all students.

The school will serve students in grades K-8 whose families desire school choice. We will provide a safe, secure, and positive individualized learning environment for children as an alternative to traditional public schools that have been ineffective in meeting certain family and student learning needs, or cost-prohibitive private schools. The school serves students who have either been displaced or underserved by traditional public schools. Since our students often arrive more than one full grade level behind, our instruction is focused on mastery of standards not time in the seat.

All students have different needs, learn at various rates and have different learning styles. No one educational program is appropriate for all students. Therefore, students will have a broad experience of activities that engage them in media-rich content, direct instruction, project based

Section 4. PROPERTY

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

Section 5. FISCAL YEAR

The fiscal year shall begin on July 1 and end on June 30 of each year.

Section 6. AUDIT

The fiscal records of the Corporation may be prepared each year by independent Certified Public Accountants and the report thereof made available to the Executive Director, the Board of Directors, and such other persons as may be necessary or appropriate. The level of the report shall be at least a review by the Certified Public Accountants, and the Board shall determine on an annual basis whether or not audited financial statements are appropriate. The Board shall comply with Ohio law for the purposes of fiscal oversight of the school.

Article II
Membership

The Corporation has no members. The rights which would otherwise vest in the members vest in the Board of Directors (the "Board") of the Corporation. Actions which would otherwise require approval by a majority of all members or approval by members require only approval of a majority of all Directors.

Article III
Directors

Section 1. NUMBER

The corporation shall have at least five directors but not more than ten, as set forth below, plus non-voting ex officio Directors, if any. Collectively they shall be known as the Board. Upon the action of the Board, these Bylaws may be amended to alter the size or composition of the Board of Directors.

Section 2. POWERS

Except when the law provides, the Articles or these Bylaws otherwise provided, all of the Corporation's authority shall be vested in and exercised by the board. To the extent permitted by law, any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

Section 6. COMPENSATION

A Director may be compensated in accordance with Ohio Revised Code §3314.02(E)(4), or reimbursed for expenses incurred in furtherance of the purposes of the Corporation as authorized and approved by a majority of the current Directors. Any payments to Directors shall be approved in advance in accordance with this Corporation's conflict of interest policy, as set forth in Article 9 of these Bylaws and Chapter 3314 of the Ohio Revised Code.

Section 7. ANNUAL AND REGULAR MEETINGS

Annual Meetings of the Board of Directors shall be held each year during the first quarter of each fiscal year at a time and place, within the State of Ohio, designated by the Directors, Regular Meetings of the Board of Directors may be held at such other times and places as may be fixed by the Directors, however, the Board of Directors will meet at least quarterly upon the call of the Chair, or any two other Directors.

Section 8. SPECIAL MEETINGS

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

Section 9. NOTICE OF MEETINGS

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Notice of any Special Meeting may be made other than by written notice when circumstances dictate.

Whenever any notice of a meeting is required to be given to any director of this corporation under provisions of the articles of incorporation, these bylaws, or the law of this state, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

The Board shall ensure compliance with Ohio Revised Code section 121.22(F), and shall follow the following guidelines as it related to the posting of meeting notices:

The Secretary of the Board of Directors shall cause and/or direct an administrator of the school post notice of a meeting in the following manners:

1. **Regular Meetings:** Notice of regular meetings shall be posted (i) on the main entrance of the school or in a conspicuous place in the school no less than five (5) days prior to the date of the meeting; (ii) notice will be provided to any news media that requests notification no less than five (5) days prior to the date of the meeting; and (iii) notice will be provided via e-mail to any

Section 14. CONDUCT OF MEETINGS

The Chair shall employ such rules of order as the Chair deems appropriate in conducting meetings, except that each item placed for vote or other action shall be placed before the Board by motion of a member of the Board other than the Chair with a second by another member of the Board other than the Chair.

Section 15. MEETINGS HELD THROUGH COMMUNICATION EQUIPMENT

Meetings the Board may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other. Such participation shall constitute presence at such a meeting. Provided however, once the Corporation becomes a community school, the Directors must be physically present at a meeting as defined by Ohio's Open Meetings Act in order to be counted as part of a quorum and to vote, for so long as required by law.

Section 16. NONLIABILITY OF DIRECTORS

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

Article IV
Officers

Section 1. DESIGNATION OF OFFICERS

The officers of the corporation shall be a chair, a vice chair, a secretary, and a treasurer. The corporation may also have one or more vice chairs, assistant secretaries, assistant treasurers, and other such officers with such titles as may be determined from time to time by the board of directors.

Section 2. QUALIFICATIONS AND AUTHORITY OF OFFICERS

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

Section 3. ELECTION AND TERM OF OFFICE

Officers shall be elected by the board of directors, at anytime, and each officer shall hold office for a period of one year, until he or she resigns, or is removed, or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

Keep at the principal office of the corporation or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these bylaws or as required by law. Be custodian of the records and of the seal of the corporation and affix the seal, as authorized by law or the provisions of these bylaws, to duly executed documents of the corporation.

Exhibit at all reasonable times to any director of the corporation, or to his or her agent or attorney, on request therefore, the bylaws and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

Section 9. DUTIES OF TREASURER

The treasurer shall:

Oversee the Ohio licensed school fiscal officer in his/her charge and custody of, and his/her responsibility for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors.

Oversee the Ohio licensed school fiscal officer in his/her receiving, and giving receipt for, monies due and payable to the corporation from any source whatsoever.

Oversee the Ohio licensed school fiscal officer in his/her disbursements, or cause to be disbursed, the funds of the corporation as may be directed by the board of directors, taking proper vouchers for such disbursements.

Oversee the Ohio licensed school fiscal officer in his/her keeping and maintaining adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

Oversee the Ohio licensed school fiscal officer in his/her exhibits, at all reasonable times, the books of account and financial records to any director of the corporation, or to his or her agent or attorney, on request therefore.

Oversee the Ohio licensed school fiscal officer in his/her rendering to the Chair and directors,

of these bylaws.

Article VI Indemnification and Insurance

Section 1. GENERAL INDEMNIFICATION

The Corporation: (a) shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether, civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a Director or volunteer of the Corporation, or while a Director or volunteer of the Corporation is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent, or volunteer of any other corporation domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise; and (b) may indemnify or agree to indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than any action by or in the right of the Corporation) by reasons of the fact that he or she is or was an officer, employee, or agent of the Corporation, or while an officer, employee, or agent of the Corporation is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against expense (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement or conviction, upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, the person had reasonable cause to believe that the conduct was unlawful.

Section 2. SUITS BY THE CORPORATION

The Corporation may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or

except where the only liability asserted against a Director is pursuant to Section 1702.55 of the Ohio Revised Code, shall be paid by the Corporation as they are incurred, in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or volunteer in which he or she agrees to: (i) repay such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that his or her action or failure to act or omission undertaken with deliberate intent to cause injury to the Corporation or undertaken with reckless disregard for the best interest of the Corporation; and (ii) reasonably cooperate with the Corporation concerning the action, suit or proceeding.

(b) Expenses (including attorney's fees) incurred by a Director, officer, employee, agent or volunteer in defending any action, suit or proceeding referred to in Section 6.1 and 6.2 of this Article VI, including any action or suit brought against a Director pursuant to Section 1702.55 of the Ohio Revised Code, may be paid by the Corporation as they are incurred in advance of the final disposition of the action, suit or proceeding as authorized by the Director in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, agent or volunteer to repay such amount of it is ultimately determined that he or she is not entitled to be indemnified by the Corporation.

Section 6. NOT EXCLUSIVE

The indemnification authorized by this Article VI shall not be deemed exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification under the Articles, common law, the Nonprofit Corporation Law of the State of Ohio, these Bylaws or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, agent or volunteer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. INSURANCE

The Corporation may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit or self-insurance, on behalf or for any person who is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provision of this Article VI. Insurance may be purchased from or maintained with a person in which the Corporation has financial interest.

Section 8. SECTIONS 1 AND 2

- c. A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- d. A copy of the corporation's articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

Section 2. CORPORATE SEAL

The board of directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

Section 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation, and shall have such other rights to inspect the books, records, and properties of this corporation as may be required under the articles of incorporation.

Section 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this article may be made in person or by agent or attorney and the right to inspect shall include the right to copy and make extracts.

Section 5. PERIODIC REPORT

The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or to the members, if any, of this corporation, to be so prepared and delivered within the time limits set by law.

Article VIII **IRC 501(c)(3) Tax Exemption Provision**

Section 1. LIMITATIONS ON ACTIVITIES

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provisions of these bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2. DEFINITIONS

A) Interested Person. Any director, principal officer, or member of a committee with Corporate Board or Governing Board (collectively the “Board”) delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

B) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3 (B), a person who has a financial interest may have a conflict of interest only if the appropriate Board or committee decides that a conflict of interest exists.

Section 3. PROCEDURES

A) 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 directors and members of committees with Board delegated powers considering the proposed transaction or arrangement

B) Determining Whether a Conflict of Interest Exists.

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the 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.

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.

Section 5. COMPENSATION

Any compensation received by Board members will be in compliance with State and Federal laws and/or regulations, and only after a vote of the board.

Section 6. ANNUAL STATEMENTS

Each director, principal officer and member of a committee with Board delegated powers shall sign a statement which affirms such person:

- A) Has received a copy of this Conflict of Interest Policy;
- B) Has read and understands the policy;
- C) Has agreed to comply with the policy; and
- D) Understands the Organization is charitable, and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. PERIODIC REVIEWS

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

- 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 organizations conform to the Organizations written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

- b. Responsibility Test: At any time during the calendar year ending with or within the School's tax year:
 - i. has responsibilities, power or influence over the School as a whole that is similar to those officers, directors, or trustees;
 - ii. manages a discrete segment or activity of School that represents 10% or more of the activities, assets, income, or expenses of the organization, as compared to the organization as a whole; or
 - iii. has or shares authority to control or determine 10% or more of Lorain Bilingual Preparatory Academy's capital expenditures, operating budget, or compensation for employees.
 - c. Top 20 Test: In addition to meeting the \$150,000 Test and the Responsibility Test, the individual is one of the top 20 most highly compensated employees (including all income from Lorain Bilingual Preparatory Academy and related organizations) for the calendar year ending with or within Lorain Bilingual Preparatory Academy's calendar year.
4. Highest Compensated Employees: One of the five highest compensated employees of Lorain Bilingual Preparatory Academy whose reportable compensation (including all income from Lorain Bilingual Preparatory Academy and related organizations) is greater than \$100,000 for the calendar year ending with or within School's calendar year who are not also current officers, directors, or key employees of the School.

Section 3. PROCEDURE FOR APPROVING COMPENSATION

In reviewing and approving the compensation of any Covered Individuals the School corporate board of directors, or a delegated committee of the corporate board (the "Approval Body") will utilize the following process:

- 1. Impartial Decision Makers: The compensation arrangement must be approved in advance (before any payment is made) by the Approval Body of Lorain Bilingual Preparatory Academy composed entirely of individuals who do not have conflict of interest with respect to the compensation arrangement (i.e. neither the executive whose compensation is being determined nor any of his/her family members may be present during the discussion/debate or participate in the vote).
- 2. Comparability Data: When the Approval Body is considering compensation to Covered Individuals, it must rely on comparability data that demonstrates the fair market value of the compensation in question (i.e. when creating compensation packages, the Approval Body must secure data that documents compensation levels for similarly qualified individuals in like positions at like organizations). This data may include the following:
 - a. expert compensation studies by independent firms;
 - b. written job offers for positions at similar organizations;

- e. We are committed to a philanthropic and educational community that is transparent and accountable.

Section 2. POLICIES AND PROCEDURES SUPPORTING THE CODE OF ETHICS

The School has a number of policies and procedures in place to assume ethical conduct. The following are examples of the major policies and procedures that support and reflect our Code:

1. The School has a detailed Conflict of Interest Policy to protect its interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director or may result in a possible excess benefit transaction. If any conflict is found, the officer or director must abstain from voting on the particular proposal and the abstaining officer or director is not counted toward a quorum for a vote.
2. There is no salary compensation of the officers and directors of the School except as provided within these Bylaws.

Article XII **Nondiscrimination Policy**

Lorain Bilingual Preparatory Academy, an Ohio non-profit corporation (the "School"), admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the School. the School does not discriminate on the basis of race, color, national or ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other School administered programs.

The School will ensure that this policy is placed in all literature of the School, including, but not limited to, public notices, student handouts, promotional materials, etc.

The School will maintain records to support this policy as required by Internal Revenue Procedure 75-50.

Article XIII **DOCUMENT RETENTION AND DESTRUCTION POLICY**

The Board shall adopt a Document Retention and Destruction Policy in accordance with applicable laws.

2. It is recognized that the School cannot generally ascertain whether the value of the gift was generated using commonly accepted ethical and moral standards. Furthermore, the School asserts that its primary responsibility is to use any gifts to further the organizations mission, goals and objectives.

When considering, soliciting and/or accepting gifts that might be potentially controversial, the corporate board of directors shall consider the following:

1. Will accepting the gift compromise any core values of the organization?
2. Will accepting the gift further the mission, goals and/or objectives of the organization and the donor?
3. Will there be a perceived conflict of interest for the organization?
4. Is there clear charitable intent and a commitment to serve the community? It is understood that it is usually appropriate for there to be tax incentives, community acceptance and publicity value for donors.
5. Will acceptance of the gift be inconsistent with other fundraising activities and/or gifts?
6. Will the reputation of the donor have a negative effect upon the reputation of the receiving organization?
7. If controversy develops, will it likely be significant enough to undermine the stability of the organization? If so, will there be a sufficient reservoir of community image and goodwill to allow the organization to continue to thrive?
8. Will the nature of the in-kind contribution create problems, such as in advertising or sponsorship?
9. Will the gift encourage or discourage others to give?
10. What will be the net effect on the bottom line?

Outside Parties Fundraising on Behalf of The School

Outside organizations raising money without charge on behalf of the School must be reviewed and approved by the corporate board of directors.

Records

The School shall retain for a period of at least seven (7) years, all records relating to any gift or donation received in accordance with the School's Record Retention and Destruction Policy.

monitoring the investment management of Fund assets on behalf of the School. As such, the Executive Committee is authorized to delegate certain responsibilities to professional experts in various fields. These include, but are not limited to:

1. Investment Management Consultant. The consultant may assist the Executive Committee in establishing investment policies, objectives, and guidelines; selecting Investment Managers; reviewing such managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate.
2. Investment Manager. The Investment Manager has discretion to purchase, sell, or hold the specific securities that will be used to meet the Fund's investment objectives.
3. Custodian. The custodian will physically (or through agreement with a sub-custodian) maintain possession of securities owned by the Fund, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movement of assets into and out of the Fund accounts.
4. Additional specialists such as attorneys, auditors, actuaries, retirement plan consultants, and others may be employed by the Executive Committee to assist in meeting its responsibilities and obligations to administer Fund assets prudently.

No officer or director of the School shall act as Investment Management Consultant, Investment Manager, or Custodian.

The Executive Committee will not reserve any control over investment decisions, with the exception of specific limitations described in these statements. Managers will be held responsible and accountable to achieve the objectives herein stated. While it is not believed that the limitations will hamper Investment Managers, each Investment Manager should request modifications which they deem appropriate.

If such experts employed are also deemed to be Fiduciaries, they must acknowledge such in writing. All expenses for such experts must be customary and reasonable, and will be borne by the Fund as deemed appropriate and necessary.

General Investment Principals

1. Investments shall be made solely in the interest of the Fund.
2. The Fund shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
3. Any attempt to engage in "market timing" will be avoided.
4. There shall be no short sales or trading on margin.
5. There shall be no options, including puts or calls, unless they are covered options.
6. Cash is to be employed productively at all times, by investment in short term cash equivalents to provide safety, liquidity, and return.

be imposed on each investment account (if more than one account is used).

Definition of Risk

The Executive Committee realizes that there are many ways to define risk. It believes that any person or organization involved in the process of managing the School's assets understands how it defines risk so that the assets are managed in a manner consistent with the Fund's objectives and investment strategy as designed in this statement of Investment Policy. The Executive Committee considers the tolerance for risk to be classified as medium. That is, comfortable with fluctuations in the portfolio, and the possibility of larger declines in value, in order to grow the portfolio over time. The School's risk/return trade-off is classified as moderate.

Asset Allocation

Based on the School's profile, the asset allocation will be 40% Equity, 60% Fixed Income. Additionally, the following guidelines shall be followed:

1. Investment in any one company shall be limited to no more than 5% of the total Fund.
2. No more than 25% of the Fund shall be invested in any one industry.
3. The School shall not control any more than 10% of the stock in any one company.
4. The maximum remaining maturity on each bond is limited to 30 years.
5. There shall be no direct investment in gold, other commodities, and collectibles.
6. There shall be no direct investment in real estate partnerships.

Guidelines for Fixed Income Investments and Cash Equivalents

The mutual funds selected have been evaluated by the Investment Management Consultant who conducted a screening process that includes both quantitative and qualitative criteria. Investment options are reviewed periodically to ensure that high-quality standards are maintained. The overall process seeks to ensure that the investment strategies implemented will be compatible with the School's return requirements and tolerance for risk.

Performance Review and Evaluation

Performance reports generated by the Investment Management Consultant shall be compiled at least quarterly and communicated to the Executive Committee for review. The investment performance of total portfolios, as well as asset class components, will be measured against commonly accepted performance benchmarks. Consideration shall be given to the extent to which the investment results are consistent with the investment objectives, goals, and guidelines as set forth in this statement. The Executive Committee intends to evaluate the portfolio(s) over at least a three year period, but reserves the right to terminate an Investment Manager for any reason including the following:

has adopted this Whistleblower Policy to address the submission by directors, officers and staff members of complaints, concerns and suspected violations with respect to one or more of the following matters:

1. Questionable accounting, internal accounting controls and auditing matters.
2. Compliance with legal and regulatory requirements.
3. A violation or suspected violation of the School's Code of Ethics.
4. A retaliatory act against a director, officer or staff member who reports a suspected violation of any of the above matters.

Section II

Reporting Responsibility

It is the responsibility of all directors, officers and staff members to comply with the Code and to report violations or suspected violations in accordance with this Whistleblower Policy. Under this policy, it is a disciplinary issue for a staff member to know of ethical misconduct and stay silent.

Section III

No Retaliation

No director, officer or staff member who in good faith reports a violation of the Code shall suffer harassment, retaliation or adverse employment consequence. A staff member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable staff members and others to raise serious concerns within the School prior to seeking resolution outside the organization.

Section IV

Reporting Violations

The Code addresses the School's open door policy and suggests that staff members share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, a staff member's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Executive Director or anyone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected violations of the Code of Conduct to the Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following the School's open door policy, individuals should contact the Compliance Officer directly.

investigated and appropriate corrective action will be taken if warranted by the investigation.

Section X

Acknowledgement and Distribution of Policy

As it is the intent of the School to strive for high ethical conduct from all directors, officers and staff. The Board of Directors is particularly sensitive to individuals who hold management and governance positions of trust and confidence in fulfilling the mission and goals of the School. These sensitive positions include all officers, members of the Board of Directors, the Executive Director and key senior staff members designated by the Executive Director. Therefore, each of the above staff will receive a copy of this Policy, and any subsequent updates, and will be requested to acknowledge and sign this Code by July 1st of each year. This acknowledgement will be kept on file in the personnel files of each staff member and in the board files for each board member.

Section XI

Records

The Compliance Officer shall retain for a period of at least seven (7) years, all records relating to any complaint, concern or suspected violation reported to him/her in accordance with this Whistleblower Policy.

Article XVIII

Employee Dismissal and Grievance Procedures

All employees of the School are and shall be at-will employees that may be terminated or whose contracts may be non-renewed for any reason, provided that the decision is not in violation of any applicable law. In the event the Building Leader or Superintendent intends to recommend the non-renewal of an employee's contract, s/he shall comply with applicable statutory and contractual non-renewal procedures. Any decision to terminate a staff member's employment contract shall be subject to review consistent with the grievance procedures.

DEFINITIONS

For purposes of this grievance procedure, the following definitions shall apply:

"Workplace safety" refers to any condition of employment or duty, responsibility, or environmental hazard that may reasonably be viewed to affect an employee's

STEP 1- APPEAL TO SUPERINTENDENT

The employee may, within five (5) working days of the date of an employee dismissal, termination or non-renewal is issued, present his/her grievance in writing to the Superintendent. This grievance shall fully state the details of the problem and suggest a remedy. The Superintendent shall, within five (5) working days of receipt of the grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days.

STEP 2 – APPEAL TO BOARD GRIEVANCE/DUE PROCESS COMMITTEE

In the event the matter is not resolved to the employee's satisfaction by the Superintendent, the employee may, within five (5) working days of the date of the written decision of the Superintendent, request in writing that the matter be heard before the Board Grievance/Due Process Committee. The Chair of the Board Due Process/Grievance Committee shall conduct the hearing. The Chair of the Board Due Process/Grievance Committee may also appoint a second hearing officer or a panel of hearing officers from the current roster of School Board members, of which said panel must consist of less than a majority of the total members of the School Board. The Chair of the Board Due Process/Grievance Committee shall delegate to the Superintendent the responsibility to arrange for a venue and logistical implementation for such hearing to occur. Each grievance shall be heard by the Board Due Process/Grievance Committee and such hearings shall be private. The employee and the Superintendent may present witnesses, and each side may select one individual to attend the hearing as a representative. Any employee representative selected shall be at no expense to the School. The Board Due Process/Grievance Committee may only consider the matter(s) as grieved and presented to him/her/them in the initial grievance filed by the employee. The decision will apply exclusively to the employee presenting the grievance. The Board Due Process/Grievance Committee shall issue a written decision within ten (10) working days of the hearing of the grievance via U.S. Certified Mail.

STEP 3 – APPEAL TO THE BOARD

In the event that the employee is dissatisfied with the Board Due Process/Grievance Committee decision, s/he may, within ten (10) working days of receipt of the decision, appeal the grievance(s) in writing, to the full Board of Directors, of which a majority of the board shall hear the matter at its next regularly scheduled board meeting, unless postponed by mutual agreement. The Board shall, after discussion with appropriate personnel and after hearing the grievance from the employee in an Executive Session, make a decision by majority vote, which shall be final. The grievant shall be notified, in writing, of the final decision within ten (10) working days, via US Certified Mail. This procedure constitutes the exclusive process for the redress of any employee grievances.

However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with school administration, and employees are encouraged to do so.

Time limits contained in this grievance procedure outlined above may be extended by the

ADOPTION OF BYLAWS

We, the undersigned, are all of the Board of Directors of this corporation, and we consent to, and hereby do, adopt the foregoing amendment bylaws, in its entirety, consisting of thirty seven (37) preceding pages, as the bylaws of this corporation.

Dated: MAY 21, 2022

Richard Todd Kessel

Malcolm

James M. Brown

Neil G. ...

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show LORAIN BILINGUAL PREPARATORY ACADEMY, an Ohio not for profit corporation, Charter No. 4164225, having its principal location in Lorain, County of Lorain, was incorporated on April 6, 2018 and is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 20th day of June, A.D. 2024.

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202417202432

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

DEPARTMENT OF THE TREASURY

Date: **MAY 22 2019**

LORAIN BILINGUAL PREPARATORY
ACADEMY
C/O HEIDI L CALLENDER
9853 JOHNNYCAKE RIDGE RD STE 107
MENTOR, OH 44060

Employer Identification Number:
82-5246755
DLN:
17053320311028
Contact Person:
PETER A ORLETT ID# 31436
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(ii)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
April 6, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate 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'll also be required to comply with Revenue Procedure 75-50.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

Letter 947

CERTIFICATION OF RESOLUTION
SCHOOL BUDGET
2024/2025 ACADEMIC YEAR

Lorain Bilingual Preparatory Academy
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of Lorain Bilingual Preparatory Academy (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows.

IT IS HEREBY RESOLVED that the Board adopts the School Budget for the 2024/2025 Academic Year prepared by the School's fiscal officer, attached hereto and incorporated herein as if restated in its entirety.

IT IS FURTHER RESOLVED that the Board Chair is authorized and directed to take any and all actions to effectuate the purpose of this resolution.

APPROVAL AND ADOPTION

Motion to adopt the School Budget for the 2024/2025 Academic Year (without / with) amendment(s) 0

Made by Bivins

Seconded by Barlett

Board Member <i>Name/Initials</i>	AYE	NAY	OTHER <i>(abstain, absent, etc.)</i>
Anthony Alto			not present
Kimberly Barlett	<i>[initials]</i>		
Terrance Bivins	<i>[initials]</i>		
Todd Kubasak	<i>[initials]</i>		
Dr. Robert L. Thomas	<i>[initials]</i>		not present
Manceki Torres	<i>[initials]</i>		
David Arredondo, Chairman	<i>[initials]</i>		

As adopted on this 30 day of MAY, 2024.

[Signature]
 David Arredondo, Chairman
 Lorain Bilingual Preparatory Academy

Lorain Bilingual Academy

Unaudited - Internal Use Only

FY2025 - Proposed Budget

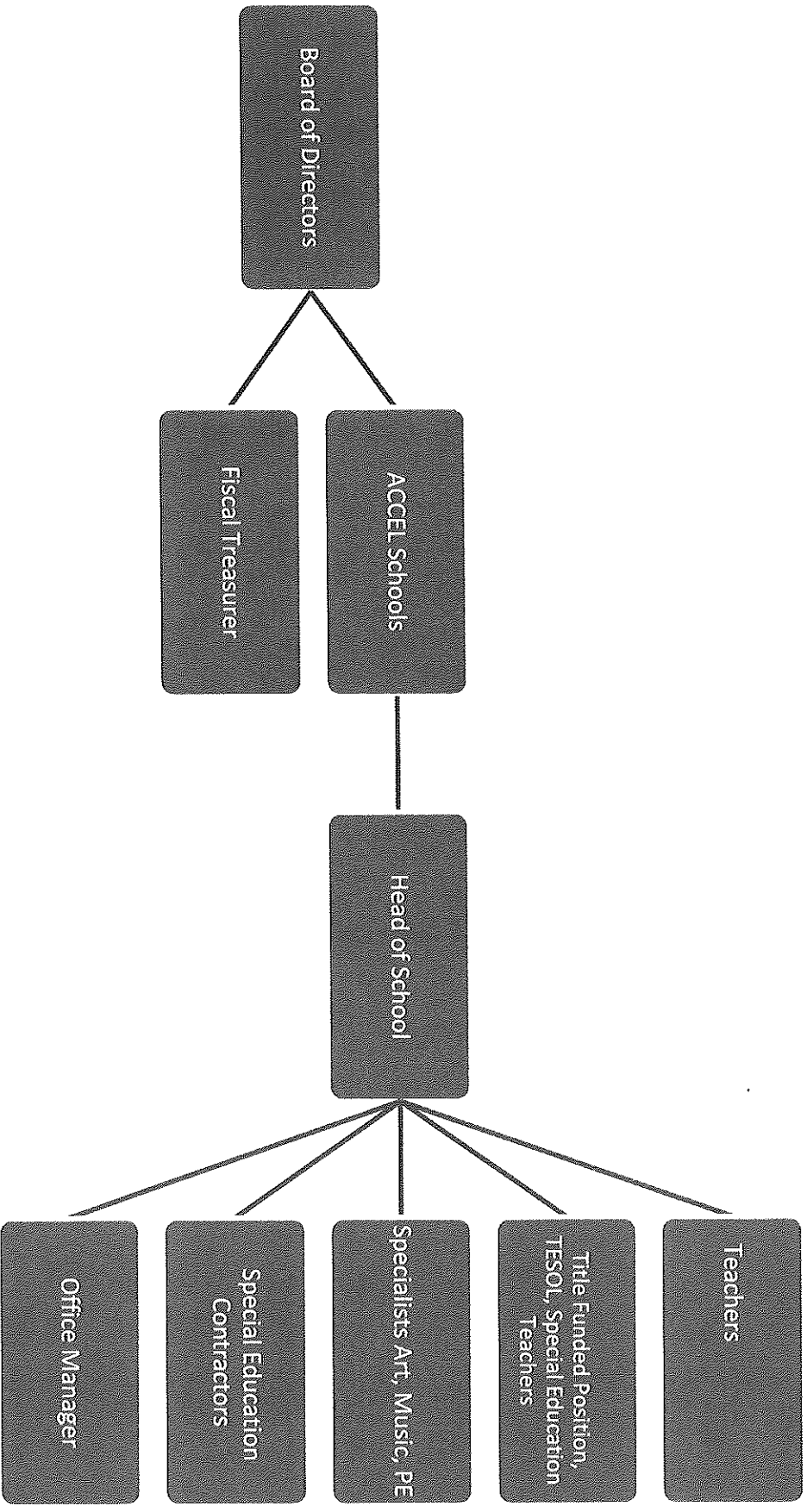
Forecasted Income Statement

	FY2025					FY2024 Total	Change from FY
	General Fund	Food Service	GEA	TR10	TR10 III		
Enrollment							
Final Funded FTEs						275	2%
						263	3%
Revenue							
Final Funded Revenue	2,627,552	-	-	-	1,057,532	2,075,020	3%
Food Service Revenue	-	19,020	55,952	375,582	551,442	1,417,161	12,98%
Other Miscellaneous Income	10,724	-	-	-	25,034	105,552	12,78%
Total Revenue	2,638,276	19,020	55,952	375,582	1,438,008	3,527,816	12%
Operating Expenses							
Instructional Support	1,353,190	-	32,372	382,477	1,956,139	1,480,204	10%
Administrative Support	34,837	-	-	-	104,477	28,379	12,5%
Instructional Materials	-	-	55,571	262,577	1,459,641	1,728,007	19,2%
Personnel Expenses							
Salaries	1,245,607	-	307,100	1,000	2,552,707	2,110,000	21%
Special Education Salaries	30,000	-	307,100	1,000	607,100	1,265,000	103%
Professional Fees	207,504	-	-	-	207,504	208,528	100%
Facility Costs - Rent, Exp	156,300	-	-	-	156,300	156,300	100%
Facility Costs - Other	165,500	-	-	-	165,500	170,400	103%
Communications Expense	12,339	-	-	-	25,239	11,186	11%
Student Support & Other Expenses	348,222	-	-	-	348,222	348,222	100%
Food Service Expense	-	19,020	-	-	19,020	19,020	100%
Management Fees	551,649	-	-	-	551,649	551,649	100%
Transportation Expense	23,342	-	-	-	23,342	23,342	100%
Marketing & Recruitment	35,184	-	-	-	35,184	35,184	100%
Non-Personnel Expenses	1,252,929	19,020	307,100	1,000	1,480,049	1,728,280	17,5%
Total Operating Expense	2,798,556	19,020	69,952	377,942	3,355,041	3,480,267	13%
Surplus/(Deficit)	99,670	-	-	-	99,670	47,606	129%
Total Expenses	3,355,041	19,020	69,952	377,942	3,922,955	4,208,567	10,7%
Surplus/(Deficit) including Capital	99,670	-	-	-	99,670	91,692	1,181%

Appendix B

- The management and administration of the school; and
- The organizational chart.

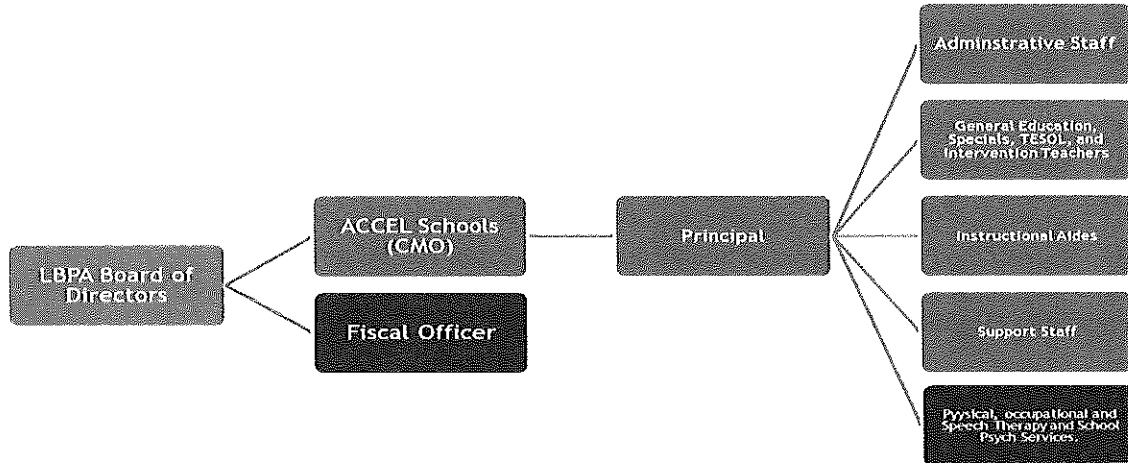
LORAIN BILINGUAL PREPARATORY ACADEMY ORGANIZATION CHART



APPENDIX B

Management and Administration of the School

Lorain Bilingual Preparatory Academy Organization Chart



The management and administration of the Academy is led by the Board of Directors of Lorain Bilingual Preparatory Academy. The Academy has contracted with two main partners a Fiscal Treasurer and a Management Organization. Both organizations will work closely with the Board of Directors to ensure the goals of the charter are upheld. In addition, the Academy will also work closely with our Board Counsel for training, contract review and advice. As outlined in the organization chart, the Board of Directors is responsible for holding all contractors accountable.

Board of Directors:

It is the Board's responsibility to ensure that the total organization is effective in achieving its mission and efficient in using its resources. This annual discussion is begun by evaluating success as a board. By evaluating its performance in fulfilling its responsibilities, the Board can recognize its achievements and reach consensus on which areas need to be improved.

The Board has sought board members that have diverse backgrounds in a number of areas critical for maintaining a high-functioning governing board. We have looked for individuals with experience in: education, higher education, finance, fundraising, organizational development, charter school governance, marketing, and community outreach. We also sought diversity in terms of race and ethnicity, gender, and age. The Board meets monthly and as the school's expansion unfolds during the next few years, the Board will remain committed to the training and support which has ensured a high level of functionality since our inception.

- iii. Human Resources
 - 1. Support employee life cycle. Duties include:
 - a. On-board and process all new employees
 - b. Off-board and exit all departing employees
 - 2. Administer all employee benefits. Duties include:
 - a. Research, identify and recommend benefits package for employees providing services to the schools
 - b. Enroll/Dis-enroll all new employees
 - c. Serve as primary point of contact between employees and benefit providers
 - 3. Provide support/consultation for all personnel issues
 - 4. Maintain all personnel records
 - 5. Develop, manage, and maintain human resources information System
 - 6. Develop and maintain all personnel policies and procedures
 - iv. Instructional Leadership
 - 1. Provide professional development, training, support, and tools to school leadership staff
 - 2. Create tools and resources to support classroom teachers
 - 3. Operate teacher summer training program
 - v. Curriculum Development and Individualization
 - 1. Provide guidance relating to the curriculum
 - 2. Identify instructional on-line learning programs to support individualized student learning
 - 3. Serve as primary point of contact between on-line learning program providers and school
 - 4. Create scope and sequence maps for all taught subjects in all grades
 - 5. Identify and select assessment suite
 - 6. Develop and maintain student performance database
 - 7. Identify and implement tutoring curriculum
 - vi. Data
 - 1. Aggregate and analyze student data
 - 2. Provide data reports for authorizers and funders
 - 3. Develop, manage, and maintain student information system
 - vii. Operational Systems
 - 1. Design and develop school operations systems. Systems may include, but are not limited to:
 - a. Lottery and enrollment system
 - b. Compliance system
 - c. Lunch administration system
 - d. IEP management system
 - e. Attendance tracking system
 - f. Performance management system
 - g. Information technology
 - h. Equipment procurement
 - viii. Insurance
 - 1. Identify and recommend casualty, liability, officers and directors and other insurance for the School
 - 2. Oversee premium payment and claims management on school's behalf
4. Legal and Compliance
- i. Comply with local, state, and federal constitutional, statutory, and judicial

- Responsible for all financial reporting and cash draw down requests for federal and state allocations made to the School;
- Prepare monthly unaudited financial statements and other financial reports (as requested) for presentation to the School Administrator and Governing Authority at special and regular meetings of the Governing Authority;
- Attend Board meetings (in person or by phone if necessary) to present financial reports to Board of Directors;
- Review and approve bank reconciliations on a monthly basis, verifying balances are reconciled to the general ledger;
- Review Accounts Payable records for accuracy of funding source, general ledger account coding and verify the supporting documents are attached, including those indicating approval;
- On an annual basis, prepare Form 1099-MISC on behalf of the School and distribute to qualifying parties;
- Ensure compliance with purchasing procedures.
- Maintain appropriate depreciation schedules for capitalized assets;
- Coordinate and act as the liaison between the Governing Authority, School, and Auditor of State of Ohio during the annual audit process. Prepare all schedules and compile all information as required for annual and interim audits by the Auditor of the State of Ohio;

School Personnel:

School success depends on the presence of exceptional leaders, highly qualified teachers and well-trained instructional coaches. Brief job descriptions are listed below.

Head of School. The Head of School ensures that all students are engaged in a safe learning environment that utilizes effective and approved curricula.

Responsibilities:

- Ensures the established policies and procedures are in place and enforced equitably for all participants of the school including students, staff and leadership
- Provides effective guidance, support, coaching, assistance and supervision to all members of the leadership team.
- Conducts evaluations for staff and leaders and earns and maintains OTES credentials
- Maintains knowledge of all polices, laws and mandates as imposed by the handbooks, State of Ohio and Department of Education and sees they are fully implemented and communicated effectively within the school building.
- Supervises all school personnel directly or indirectly
- Serves as the chief administrator of the school in developing, implementing and communicating policies, projects, programs, curricular and non- curricular activities in a manner that promotes the educational development of each student and the professional development and growth of each staff member.
- Conceptualizes goals and plans accordingly to ensure that procedure and schedules are implemented to carry out the total school program
- Ensures the school program in its entirety is compatible with the legal, financial and organizational structure of the school system.

- Conduct frequent classroom observations and provide intentional feedback to push classroom instruction and teacher performance

Teachers. Teachers drive student learning through high quality, well-planned instruction.

Responsibilities:

- Use assessment data to refine curriculum and inform instructional practices.
- Participate in collaborative curriculum development, grade-level activities, and school-wide functions.
- Communicate effectively with students, families, and colleagues.
- Remain highly organized and meet deadlines 100% of the time.
- Create intentional lesson plans that support academic rigor and student engagement.
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices.
- Differentiate instruction to meet the needs of all students.
- Utilize research-based best practices in daily planning and classroom instruction.
- Create a joyful, caring, and loving classroom environment for all students.
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues.
- Implement school-wide culture expectations and norms, inside the classroom and beyond.
- Communicate regularly with families regarding the academic and social-emotional growth of their child.
- Incorporate 21st century technology skills into daily classroom practice and team settings
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues.

Appendix C

- The mission and educational philosophy of the School;
- The instructional program and curriculum, including STEM designation if applicable;
- Learning Opportunities;
- Blended Learning or Electronic-based school requirements, if either is applicable;
- Mission; and
- Anticipated characteristics of student population.

Appendix C, continued

- 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 and Workforce under R.C. 3301.52 to 3301.59,
 2. Blended Learning Plan, if applicable
 - 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
 3. Description of classroom-based and non-classroom-based learning opportunities and explanation of how the learning opportunity ties into curriculum and mission
 - a. Classroom-based
 - i. Description
 - ii. Format(s)
 - b. Non-classroom-based, including (if applicable):
 - i. Credit Flex or College Credit Plus
 - ii. Field Trips with academic enhancement component
 - iii. Tutoring
 - iv. Post-secondary enrollment
 - v. Career
 - vi. Learning on contingency days or while a student is suspended/expelled
 - vii. Internet or independent study
 - viii. Other]

INTERNET- OR COMPUTER-BASED COMMUNITY SCHOOLS ONLY

1. The School must provide a filtering device or filtering software to protect against internet access to materials that are obscene or harmful to juveniles on the computers provided to students for instructional use, or the filter or software at no cost to a child who utilizes a computer that was not provided by the School;
2. The School must create a plan outlining meetings between teachers and students, which plan shall indicate the number of times teachers will visit each student throughout the school year and the manner in which those visits will be conducted.
3. The School must set up a central base of operation with a sponsor-provided representative within fifty miles of said base to provide monitoring and assistance.
4. The School must create a plan for providing special education and related services to disabled students enrolled in the School, which must be submitted prior to the School's receipt of its first payment from the state and on or before September 1 of each year thereafter.
5. The School must retain an affiliation with at least one full-time teacher of record licensed in accordance with R.C. 3314.03(A)(10).
6. Each student enrolled in the School must be assigned to at least one teacher of record who is primarily responsible for no more than 125 students.
7. The School must comply with the standards for quality online as required by R.C. 3314.23.
8. The School must communicate with each student's parent, guardian, or custodian on a periodic basis throughout the school year about the performance and progress of that student. The School must also provide opportunities for parent-teacher conferences and documents the School's requests for such conferences. The School may permit the students to participate and may conduct the conferences electronically.
9. The School must offer a student orientation course and notify each student who enrolls of that student's opportunity to participate in the student orientation course.
10. Each student enrolled in the School is entitled to a computer provided by the school. The School must provide written notice of the one-computer-per-student provision to all parents of enrolled students and all parents who are interested in enrolling a child. The School may not provide a stipend or any other substitute in lieu of supplying an actual computer, provided, however, that a parent may waive the one-computer-per-student requirement and may amend or rescind that waiver at any time. Parents and the School must keep copies of waivers and the School must notify the State and copy the Sponsor concerning any waivers, amendments, or rescissions.
11. The School may provide its students with a location within 50 miles of the student's resident at which the student may receive counseling, instructional coaching, and testing assistance. The School may not otherwise enter into a contract with a nonpublic school to

use or rent any facility space at the nonpublic school for the provision of instructional services to enrolled students.

12. The School must provide its students with a location within 50 miles of the student's residence to complete statewide achievement tests and diagnostic assessments.
13. The School must withdraw students who fail to participate in spring administration of state tests for two consecutive school years (unless excused pursuant to statute). The School must report any such student's data verification code to the Department of Education and Workforce, and the School will not receive funds for any enrolled student whose data verification code appears on the Department of Education and Workforce list. Notwithstanding any provision of Ohio law to the contrary, the parent of any such student must pay tuition.
14. Students enrolled in the School are prohibited from engaging in more than 10 hours of learning opportunities within a 24 hour period. Any time exceeding the 10 hour maximum will not count toward satisfying the annual minimum number of required hours. If the School's participation is based on days rather than hours, participation must amount to at least five hours per day.
15. The School must keep an accurate record of each individual student's participation in learning opportunities each day, and the records must be easily submitted to the Department of Education and Workforce.
16. The School shall not enroll more students than the number permitted under the enrollment limit provided in R.C. 3314.20.
17. This Appendix C is statutory and the School shall comply with these provisions as now in effect, or, as the law may hereafter amend.

Appendix C, continued.

- Blended Learning Requirements If not applicable mark N/A here N/A.

APPENDIX C

[Instructional Program]

A. Mission

The mission of the Lorain Bilingual Academy is to allow students to become productive global citizens of the world by providing them with a world-class high-quality education.

B. Vision

Our vision is to become a school that provides highly qualified, high school and college ready students regardless of their native language. Lorain Bilingual Academy's curriculum model embraces standards-based instruction in such a way that allows for research-based resources to be used within a framework of best practices fostering engagement to produce students who are considered highly qualified applicants for high school and college. Research shows that the four components of high school and college readiness are: cognitive strategies, content knowledge, self-management skills, and knowledge about postsecondary education. With this understanding in mind our LBA's curriculum model embeds the very components that foster high school and college readiness.

C. Values

The Academy will implement a school model that places an emphasis on building a foundation for post-secondary education while providing a supportive environment for students, families, and staff. The Academy will ensure the following essential values:

- **SAFE and Caring:** We care about the well-being and development of each child. We are interested in each child's future. Secure and orderly learning environments are our top priority. We address every aspect of security, from building codes and safety procedures, to codes of conduct and character education.
- **Individualized Learning:** We care about every student and are committed to preparing children for lifelong success. We know that each student has unique needs, and our educational approach ensures we provide an educational path that engages all students.
- **Academic Excellence:** We bring great teachers, proven educational practices, and rigorous standards to every classroom. We share best practices in curriculum design, teacher training, and integrated technology to drive continuous gains in academic performance.
- **Community Partnership:** Those who live and work in a community know it best. Our School honors the values of the community and partners, stakeholders, and government leaders to serve the community.
- **Accessible to All:** We foster a culture that is reflective of local values and interests and are open to all students.

Educational Program

Curricular Plan

The school is built on a strong foundation of high expectations for academic achievement for all students. A standards-based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the school. Teachers will receive on-going professional development in unpacking learning standards so that students develop the skills necessary to successfully advance from one grade level to the next. The curriculum is built on the Ohio Learning Standards (OLS) for English Language Arts, mathematics, science, social studies, visual arts, and physical education.

develop curriculum maps and pacing guides. For curriculum mapping, the specialists will go through the process of collecting and recording curriculum-related data that identifies core skills and content taught, processes employed, and assessments used for the subject area (Art, Music, PE) and grade level. The completed curriculum map will then become a tool that helps teachers keep track of what has been taught and plan what will be taught. The pacing guide will be developed in order to help plan the year to enable the teachers to cover necessary material.

Instructional Practices

Instructional Strategies:

Differentiated Instruction: Differentiation is a teacher-driven effort to respond to variations among learners. Teachers can differentiate instruction in at least four areas: content, process, products/culminating projects, and learning environment. Our teachers are taught effective strategies for successfully tailoring all of these areas to individual student needs, insuring that different learners are all given the best opportunity to succeed.

There is much evidence showing that students are more successful academically if they are taught in ways that match their readiness levels (e.g., Vygotsky, 1986), interests (e.g., Csikszentmihalyi, 1997) and learning profiles (e.g., Sternberg, Torff, & Grigorenko, 1998). Also, differentiating instruction is a key part of effective professional development. Expert teachers' pay attention to their students' varied learning needs (Danielson, 1996); "to differentiate instruction, then, is to become a more competent, creative, and professional educator."^[1] Differentiated instruction is a key component of the professional development program for all teachers.

Teaching to Multiple Intelligences: Accel recognizes different domains of ability, or "intelligences," as described by Dr. Howard Gardner.^[2] Gardner's Theory of Multiple Intelligences provides a foundation for recognizing the different abilities and talents of students. This theory acknowledges that while all students may not be verbally or mathematically gifted, children are likely to have expertise in other areas, such as music, spatial relations, or interpersonal skills. The program seeks to capitalize on children's various skills, experiences, and talents to provide them with multiple opportunities to learn and succeed.

Reciprocal Teaching: Using reciprocal instruction, a teacher introduces a concept and then reinforces it by circling back to it in later lessons. Our model is predicated on the balance between rigorous core courses in Language Arts, Mathematics, and Science and a Social Studies curriculum that applies basic core skills in a highly engaging manner, providing students with content knowledge rich in cultural literacy while reinforcing basic skills.

Extensive use of technology both integrated throughout the curriculum and used to facilitate learning and monitor individual progress: Our goals here are to a) ensure that students are versed in using technology for communications, research, presentation, calculations and more – and b) develop and implement a clear vision for school-wide, data-driven culture in every school we serve, leading to the effective use of data to drive school improvement.

Strong emphasis on reading, literacy and numeracy fundamentals, with rigorous emphasis on core subjects every day. Data-driven instructional groups are used daily to differentiate learning through small group "workshop" opportunities.

Research Based Curriculum Resources include:

English Language Development: *McGraw Hill* has curriculum resource materials to support *English, Science, Math, Science and Social Studies*. The materials focus on language development that prepares students for academic and lifelong success and on supporting educators and families in creating a collaborative environment that fosters student achievement.

English Language Arts: The *McGraw Hill Wonders* program will be used to provide core reading instruction to students. *Wonders* delivers effective vocabulary instruction, reading comprehension instruction and

that are identified as “at risk” in the general education population, the students may be referred to the Intervention Assistance Team (IAT) to engage in the RTI process.

[1] All references from Tomlinson, C. (2001). *Differentiation of Instruction in the Elementary Grades*. ERIC Digests.

[2] Gardner, H. *The unschooled mind: how children think and how schools should teach* (1991); Gardner, H., & Hatch, T., *Multiple intelligences go to school: Educational implications of the theory of multiple intelligences* (1989) at 18(8), 4-9.

Curriculum Material Evaluation:

The instructional resources for the core curriculum were chosen by committee. The committee was responsible for reviewing vendors and materials. The resources were chosen based on The National Common Criteria for Quality Instructional Materials which included a discussion on 1. Content, 2. Equity and Accessibility, 3. Assessment, 4. Organization and Presentation, and 5. Instructional Design & Support. In addition, we also included our past history with other vendors and results with similar demographics. Once narrowed down, the final candidates were put before the Board of Directors for approval.

In the future, the change process for instructional resources and materials will continue to be data driven. It is not uncommon for a school to purchase an instructional resource only to determine there are gaps in the alignment to the State Standards. Based on the curriculum mapping process, we will determine any gaps and evaluate resources needed to fill these gaps including both text and online options. Should student data or teacher feedback determine a curriculum resource is needed, we will go to the Board for approval. Rather than set a review schedule (i.e. every five years), we will review our resources annually as part of our school-wide needs assessment. As part of the needs assessment we will gather feedback from all stakeholders including teachers, parents, administrators, and when appropriate the students.

In the area of technology, the school will likely have a mix of both Chromebooks and Apple computers. At this time, Chromebooks were chosen due to cost and ease servicing the product. A technology plan is being developed to determine a cycle for replacing these computers and adding additional technology based on the growth of the school enrollment. When possible, LBA will leverage the purchasing power of ACCEL to get the lowest possible price on all resources and materials.

Please find attached a sample calendar and bell schedule. With an extended day, our goal is to maximize the time spent in school with efficient transitions and a deliberate use of time for intervention and acceleration of student achievement.

First day of school:	August 9, 2018
School day start/end time:	7:45 – 3:15
Hours in school day:	7.5
Number of instructional minutes (core instruction) per day:	330
Number of instructional school days per year:	180
Number of supplemental instruction hours per day:	1
Time devoted to staff development during school year (indicate days or hours):	10 Days

Three-Tier Model of the Response to Intervention Model

Tier 1

- Most Important Level
- Includes All Students
- Scientifically-Based Curriculum with High Quality Instruction
- Differentiated Instruction
- Universal Behavior Management System
- Universal Screenings: Formative and summative assessments

Tier 2

- Small group instruction
- Differentiated and/or leveled grouped instruction inside or outside of the classroom
- Target a specific skill to improve
- Small group size
- Frequency: 2 to 3 times per week
- Duration: At least 6 weeks
- Monitor progress at least weekly
- Parents may be invited and will be notified via a phone call or letter
- Developed programs
- Title I Reading, Title I Math

Tier 3

- Intensive, Smaller group instruction
- Differentiated and/or leveled grouped instruction inside or outside of the classroom
- Target a specific skill to improve
- Smaller group size: no more than 3
- Frequency: 4 to 5 times per week
- Duration: At least 8 weeks
- Monitor progress at least two times per week
- Parents will be invited and should be involved

Students in grades K-3 found “Not on Track” on any diagnostic assessment (KRA, TGRG) will be placed on a RIMP within 60 days. The School notifies and involves the student’s parent or guardian and the classroom teaching in the development of the plan. The plan includes:

- Identification of the student’s specific reading deficiency,
- A description of proposed supplemental instruction services that will target the student’s identified reading deficiencies, as appropriate for grade level (phonemic awareness, phonics, comprehension, fluency, vocabulary),
- Opportunities for the student’s instructional services in reading deficiency area,
- A small-group reading curriculum during regular school hours that assists students to read at grade level and provides for reliable tests and ongoing analysis of each student’s reading progress, and
- A statement that unless the student attains the appropriate level of reading competency by the end of grade 3 (TGRG), the student will be retained, unless otherwise exempt.

can be fluidly implemented to ensure access to grade level courses. Such assistive technology may include, but is not limited to: new vocabulary words introduced prior to each lesson and highlighted throughout the lesson; screening readers to read/highlight/define online print material; word prediction software; and audio text.

Additionally, students receiving ELL support will partake in quarterly progress monitoring using the LAS Links benchmark assessment. Benchmark assessments assist teachers in monitoring ELL students' progress toward state standards and allow them to adjust curriculum and interventions to target learning and ensure academic growth.

The School utilizes the Home Language Survey developed by the Department of Education to identify students whose Primary or Home Language is Other Than English (PHLOTE) according to ODE guidelines. Once students have met the PHLOTE criteria (failed to PHLOTE) the school contracts with its provider to evaluate the student's level of English Proficiency and to develop an appropriate service plan, which can occur both in a general education setting and/or other settings. These interventions may include the participation of an TESOL teacher and/or contracted services for initial native language instruction, and a phasing-in of English instruction. Intervention resources may include research-based language instructional programs, assistive technology, audio resources, and online language instruction. Providers of LEP/ELL services and general education teachers regularly communicate to assure any necessary accommodations in instruction and/or testing are provided.

Students identified as LEP students must participate in the Ohio English Language Proficiency Assessment (OELPA) to determine their level of English proficiency. Parents are informed of the student's LEP/ELL status and program first through a parent notification letter in either English or the parent's native language detailing the results of to OELPA, explaining the need for LEP/ELL services, program participation and exit requirements, providing the parent with program options. Parents are informed regularly of the student's progress, their OELPA results, and are informed when the student has met criteria for exiting the LEP/ELL program.

Appendix D

- The internal financial controls and the governing authority policies regarding internal financial controls, including the FTE True-Up Policy;
- Policy regarding overpayment to vendors and employees; and
- Current five-year forecast and the funding calculations and requirements under 3314.08 of the Ohio Revised Code.

CERTIFICATION OF RESOLUTION
ACCEPTANCE OF FISCAL OFFICER INTERNAL FINANCIAL POLICIES MANUAL

Lorain Bilingual Preparatory Academy
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of Lorain Bilingual Preparatory Academy, (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the Lorain Bilingual Preparatory Academy Board of Directors has retained the services of C. David Massa and Massa Financial Solutions, LLC. As the Fiscal Officer, Massa Financial Solutions LLC utilizes an Internal Financial Policies Manual. This Manual, Exhibit A, is attached hereto and incorporated herein as if restated in its entirety. Any updates or changes made to the manual by the Fiscal Officer are expressly accepted.

IT IS FURTHER RESOLVED that the Board Chair is authorized and directed to execute any and all forms, and/or documents required in connection or by reason of this resolution.

APPROVAL AND ADOPTION OF RESOLUTION

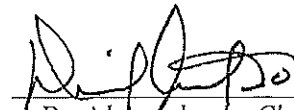
Motion to accept the Fiscal Officer Internal Financial Policies Manual (without/ with) amendment(s),

Made by PASTOR BIVINS

Seconded by MEMBER KUBASAK

Board Member Name/Initials	AYE	NAY	Other (Not present, abstain, etc.)
Anthony Alto	/		
Kimberly Bartlett	/		
Pastor Terrance Bivins	/ TB		
Todd Kubasak	/ TK		
Dr. Robert Thomas, III	/		
David Arredondo, Chairman	/		

Duly adopted by a vote of the Board on this 24th day of MARCH, 2022.



 David Arredondo, Chairman
 Lorain Bilingual Preparatory Academy

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Bank Accounts

General

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

Reconciliation

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

Authorized Signatories

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

- CEO/ School Leader
- Board President
- Fiscal Officer



Revenues

State and Federal Programs

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

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

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

Miscellaneous Cash Receipts

General

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



Massa
Financial Solutions, LLC

Accounts Receivable

AR – Federal Funds Expended

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

AR - Other

To the extent required, the MFS will generate invoices to outside entities/agencies on behalf of the School. Such invoices will be generated through the SAGE 50 accounting system, reviewed by the Fiscal Officer and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Fiscal Officer will deposit the funds and credit the appropriate invoice in the accounting system.

AR Monitoring

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

Requisition Policy - Page Two

Placing Orders

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

School Name

Attn:

School Address

City, State, Zip

Receiving

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

Enforcement

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

Competition and Cost/Price Analysis

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

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

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

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

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

Procurement Policy for Federal Grants – Page Four

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

If sealed bids are used, the following requirements apply:

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

Procurement by Competitive Proposals

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

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

Procurement Policy for Federal Grants – Page Six

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

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

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

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

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

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

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

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

Procurement Policy for Federal Grants – Page Eight

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

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

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

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

(a) Contracts in excess of the Simplified Acquisition Threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.

(b) All contracts in excess of the Simplified Acquisition Threshold shall contain suitable provisions for termination by the recipient, including the manner by which termination shall be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$150,000. For those contracts or subcontracts exceeding \$150,000, the Federal awarding agency may accept the bonding policy and requirements of the recipient, provided the Federal awarding agency has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

Procurement Policy for Federal Grants – Page Ten

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

Cost Classification: Assigning Account Codes

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

Allowable Direct Costs

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

Unallowable Costs

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



Accounts Payable and Cash Disbursements

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

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

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

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

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

PEX Card Policy – Page Two

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

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

CARD USAGE PROCEDURES

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

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

TAX EXEMPTION

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

ALLOWABLE CHARGES

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

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

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



Payroll and Related Liabilities

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

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

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

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

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

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

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

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

Capital Assets, Federally Funded Equipment, and Inventory – Page Two

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

Additional Federal Considerations (excerpt of 2 CFR 200.439)

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

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



Massa
Financial Solutions, LLC

Budgeting

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

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

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



Massa
Financial Solutions, LLC

Month End Closing Procedures

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

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

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



Audit

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

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

CERTIFICATION OF RESOLUTION
FIVE-YEAR FINANCIAL FORECAST
SPRING 2024

Lorain Bilingual Preparatory Academy
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of Lorain Bilingual Preparatory Academy, (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of Ohio, hereby resolves as follows:

IT IS HEREBY RESOLVED that the Board adopts the Five-Year Financial Forecast prepared by the School's fiscal officer. The Five-Year Financial Forecast is attached hereto as Exhibit A and incorporated by reference herein.

IT IS FURTHER RESOLVED that the Board Chair is authorized and directed to sign any and all documents and/or forms to effectuate the purpose of this resolution.

APPROVAL AND ADOPTION

Motion to approve and adopt the Five-Year Financial Forecast, Spring 2024 (without / with) amendment(s)

Made by Bivins

Seconded by Bartlett

Board Member <i>Name/Initials</i>	AYE	NAY	OTHER <i>(abstain, absent, etc.)</i>
Anthony Alto			<i>not present</i>
Kimberly Bartlett	<i>[Signature]</i>		
Terrance Bivins	<i>[Signature]</i>		
Todd Kubasak	<i>[Signature]</i>		
Dr. Robert L. Thomas	<i>[Signature]</i>		<i>not present</i>
Marcelo Torres	<i>[Signature]</i>		
David Arredondo, Chairman	<i>[Signature]</i>		

As adopted on this 23rd day of MAY, 2024.

[Signature]
 David Arredondo, Chairman
 Lorain Bilingual Preparatory Academy

FY2021 - April 2020 Submission
 School: 071218
 Name of School: Bern & Moore
 Contract Term: 09/2021

Lerner Behavioral Academy
 Treatment of Property: Full Ownership, one Transfer, in Full Care, Subject to
 Certain Other State or Federal Tax Exemptions, and Other
 Federal Tax Exemptions, including but not limited to the following:

Federal Tax Exemptions, including but not limited to the following:
 State Tax Exemptions, including but not limited to the following:
 Local Tax Exemptions, including but not limited to the following:

State: Illinois
 County: Cook
 City: Chicago

Account	Actual			Projected			TOTAL
	FY2020	FY2021	FY2022	FY2020	FY2021	FY2022	
Operating Expenses							
Salaries	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	1,120,000	3,360,000
Benefits	200,000	200,000	200,000	200,000	200,000	200,000	600,000
Other Salaries	150,000	150,000	150,000	150,000	150,000	150,000	450,000
Travel	50,000	50,000	50,000	50,000	50,000	50,000	150,000
Supplies	100,000	100,000	100,000	100,000	100,000	100,000	300,000
Printing	20,000	20,000	20,000	20,000	20,000	20,000	60,000
Telephone	30,000	30,000	30,000	30,000	30,000	30,000	90,000
Utilities	40,000	40,000	40,000	40,000	40,000	40,000	120,000
Insurance	100,000	100,000	100,000	100,000	100,000	100,000	300,000
Professional Fees	100,000	100,000	100,000	100,000	100,000	100,000	300,000
Other	100,000	100,000	100,000	100,000	100,000	100,000	300,000
Capital Expenses							
Depreciation	100,000	100,000	100,000	100,000	100,000	100,000	300,000
Other	100,000	100,000	100,000	100,000	100,000	100,000	300,000
Other Expenses							
Other	100,000	100,000	100,000	100,000	100,000	100,000	300,000
Total	2,090,000	2,090,000	2,090,000	2,090,000	2,090,000	2,090,000	6,270,000

FY2021 - FY2022 Budget Assumptions:
 In January 2021, the 2021 projected increased state support is based by a 1.5% increase in the state budget. The 2021 projected increased state support is based by a 1.5% increase in the state budget. The 2021 projected increased state support is based by a 1.5% increase in the state budget.

Fiscal Year FY2021 - FY2022 Projected Total				
Proposition	Beginning Year Balance	Proposed Payment	Reserve Expense	Ending Year Balance
State A	5	5	5	5
State B	5	5	5	5
State C	5	5	5	5
State D	5	5	5	5
State E	5	5	5	5
Total	25	25	25	25

Appendix E

- Dismissal of employees upon closure procedures; and
- Summary of employee benefits.

Disposition of Employees if School Closes

Employment agreements, letters or contracts, salary and benefits information, attendance and leave information, employee licenses, LPDC status, and records of continuing education are maintained in an employee file by the employer.

The School shall notify the teachers and staff that the school is closing, clarify COBRA benefits and when medical benefits end, provide all employees a contact person at the management company (if any) who will assist them through the transition and provide the sponsor contact information to each staff member.

The School or the employer of the staff shall remind the faculty of their obligation to teach up to the date of closing or otherwise determined that the school is properly staffed up to the day of closing to the fullest extent possible, and provide each faculty member's current LPDC information to the teachers.

The Treasurer school notify Ohio State Teacher Retirement System and the School Employees Retirement System, and make sure that all STRS and SERS contributions are current.



PANSOPHIC
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SCHOOLS



2024
2025

Benefits Guide

HEALTH | FAMILY | LIFE

Eligibility

Employee Eligibility

Employees who work at least 30 hours per week are eligible for all benefits under the plan. If you are a newly hired eligible employee, your benefits will be effective first of the month following your date of hire.

New Hire Coverage

You will have 30 days from your eligibility date to make your benefit selections. If you do not enroll within the first 30 days of your eligibility date, you will not be eligible for coverage until the next open enrollment period or if you have a qualifying change in status.

Dependent Eligibility

Your spouse and/or your children are eligible for the following benefits under the plan:

- » Medical and prescription drug
- » Dental
- » Vision
- » Optional life insurance

Spouse Requirements

You may enroll your legal spouse in benefits under the plan. The plan does not cover common law spouses or domestic partners.

Child Requirements

The term child includes any of the following:

- » Your natural child or stepchild;
- » An adopted child or a child placed with you for adoption
- » A child for whom you are the legal guardian
- » A child for whom you are ordered to provide benefits for pursuant to a qualified medical child support order.

For medical, dental, and vision benefits, you may cover your child(ren) up to the end of the month they turn age 26 regardless of marital, student or financial status.

You may also be able to enroll your disabled child who is age 26 or older in medical benefits if they became totally disabled before the age of 19. You will be required to provide initial and periodic verification that your child's disability meets the plan's requirements for coverage.

Employment Termination

If your employment with the company terminates, your medical, dental and vision benefits will end on the last day of the month in which you were employed. Your basic life and FSA benefits will end on the date of your termination of employment. COBRA continuation coverage may be available for your medical, dental, vision and FSA benefits.



Health Care Terms

Benefit Year: The coverage period which is used for administration of a health plan.

Brand-Name Drug: A drug manufactured by a pharmaceutical company which has chosen to patent the drug's formulary and register its brand name.

Coinsurance: Your share of the costs for health care services, calculated as a percentage of the allowed amount. You pay coinsurance after your deductible has been met. You pay that percentage for each charge until you meet your coinsurance maximum.

Copayment/Copay: Fixed dollar amounts you pay for a covered health care service, usually at the time of service. The amount can vary by type of service. You pay the copay before, during, and after the deductible is met.

Covered Services or Expenses: Services or expenses that your plan covers.

Deductible: The total dollar amount you are required to pay for health care services at 100% before your health insurance plan begins to pay.

Embedded Deductible: Under family coverage, the deductible is the individual deductible for each covered person.

Exclusions: Services or expenses that your plan does not cover.

Formulary: A list of preferred drugs. Medications on the formulary list have been shown to be safe, effective and affordable. Formulary includes brand-name drugs and generic drugs that have been approved by the Food and Drug Administration.

Generic Drug: A prescription drug that has the same active-ingredient formula as a brand-name drug. The generic drug is known only by its formulary name and its formulary is available to any pharmaceutical company. Generic drugs are rated by the Food and Drug Administration to be as safe and as effective as brand-name drugs and typically cost less.

High Deductible High Plan (HDHP): can be combined with a health savings account (HAS), allowing you to pay for certain medical expenses with money free from federal taxes.

Network: A group of providers (doctors, hospitals, labs and others) who are contracted with Anthem to provide health care services at discounted rates. By using network providers, you will save money and receive a higher level of benefit coverage under the plan. Under some circumstances, receiving care from out-of-network providers can severely limit, or eliminate, plan benefits.

Non-Formulary [Non-Preferred]: A drug which is not on an approved list for use and/or coverage by the plan.

Out-of-Pocket Maximum: The most you should have to pay for health care benefits during a plan year. Once met, you should not have to pay cost shares until the plan year renews. While this maximum does include your deductible, copays, and coinsurance, it never includes your premium, balance-billed charges, or services your plan does not cover.

Premiums/Contributions: The amount you pay to receive coverage.

Preferred Provider Organization [PPO]: A PPO plan gives you flexibility. You do not need a primary care physician. You can go to any health care professional you want without a referral, inside or outside your network.

Preventive Care: All medical plans cover routine preventive care at 100%. Preventive visits to your doctor can help catch health risks early, potentially saving money, time, and even your livelihood. Take advantage of this care, including well-child visits, annual physicals, immunizations, and more!

Prior Authorization: A process that requires a physician to obtain approval from the insurance company before select medical services and prescription drugs will be covered.

Benefit Advocate Center

Ask Your Advocate Team

Gallagher is ready to help you get the most from your benefit program by providing support from an advocate at no cost to you. From finding an in-network provider, to teaching you the difference between a FSA and HSA or providing assistance with a claim, every advocate is supported by a team of medical, employee assistance, and benefit experts. Any conversations with an advocate will be conducted in a confidential manner, fully protecting your privacy.

Benefit Questions

- Do you need help understanding how certain services are covered?

Claim issues

- Is it unclear to you what insurance covered on a particular service and what is your responsibility?

ID card

- Do you need assistance getting an ID card?

Prescription issues

- Is the pharmacy telling you that your medication is not covered or charging you full price? Do you need help getting an authorization on a medication?

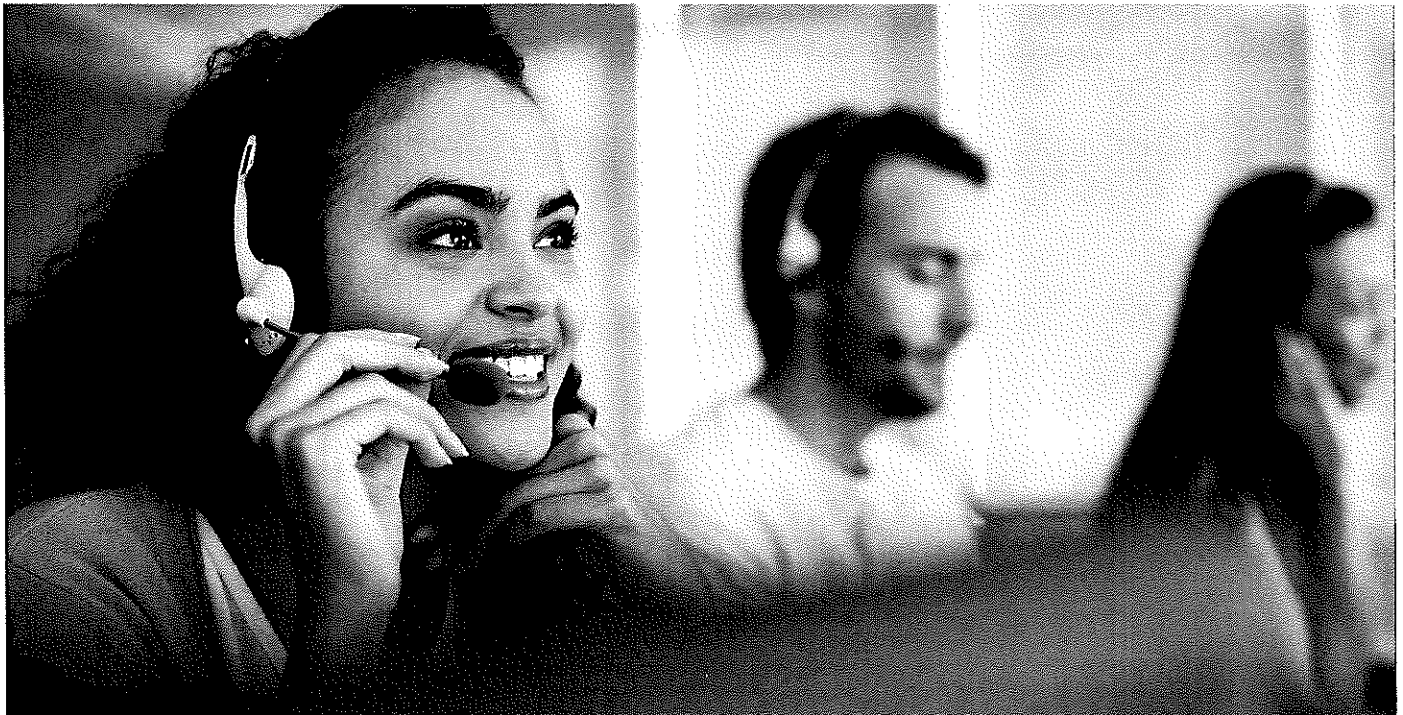
Locating a doctor

- Do you need assistance locating an in-network provider or specialist?

Enrollment Support

- Do you need assistance understanding the different plan options, who is eligible and how to enroll?

Contact an advocate at: Bac.pansophiclearning@ajg.com | 833-775-2143



Medical Insurance Overview: \$750 PPO Plan

Anthem \$750 PPO Plan	IN-NETWORK	OUT-OF-NETWORK
Preventive Services	Covered 100%	60% coinsurance after deductible
Deductible		
Individual	\$750	\$4,000
Family	\$1,500	\$8,000
Deductibles Reset	1/1	1/1
Coinsurance		
Member Responsibility	20%	40%
Annual Out-of-Pocket Maximum		
Individual	\$5,500	\$11,000
Family	\$11,000	\$22,000
Provider Copays		
Office Visit	\$35	60% coinsurance after deductible
Specialist	\$65	60% coinsurance after deductible
Surgery and related expenses, Lab/ Xray, Major Diagnostic	80% coinsurance after deductible	60% coinsurance after deductible
Urgent Care Facility	\$65	60% coinsurance after deductible
Emergency Room Copay waived if admitted	\$250 copay	\$250 copay
High-Tech Imaging	\$100 copay	60% coinsurance after deductible
Chiropractic	\$65 copay; limits apply	60% coinsurance after deductible
Therapy/Rehab	\$65 copay; limits apply	60% coinsurance after deductible
Prescription Drugs [Rx]		
Tier I [Generic Drugs]	\$15	60% coinsurance after deductible
Tier II [Preferred Drugs]	\$35	60% coinsurance after deductible
Tier III [Non-Preferred Drugs]	\$85	60% coinsurance after deductible
Tier IV [Specialty Drugs]	20% to a max of \$250 copay	60% coinsurance after deductible
Mail order available up to 90 day supply at 2x copay		

RATES	COVERAGE TIER	BI-WEEKLY RATE
	EMPLOYEE ONLY	\$82.12
	EMPLOYEE + SPOUSE	\$394.37
	EMPLOYEE + CHILD(REN)	\$315.17
	FAMILY	\$684.83

This is intended as a high level summary. Please refer to the plan documents for full plan details.

Medical Insurance Overview: \$3000 PPO Plan

Anthem \$3000 PPO Plan	IN-NETWORK	OUT-OF-NETWORK
Preventive Services	Covered 100%	50% coinsurance after deductible
Deductible		
Individual	\$3,000	\$9,000
Family	\$6,000	\$18,000
Deductibles Reset	1/1	1/1
Coinsurance		
Member Responsibility	30%	50%
Annual Out-of-Pocket Maximum		
Individual	\$8,150	\$16,300
Family	\$16,300	\$32,600
Provider Copays		
Office Visit	\$40	50% coinsurance after deductible
Specialist	\$75	50% coinsurance after deductible
Surgery and related expenses, Lab/ Xray, Major Diagnostic	70% coinsurance after deductible	50% coinsurance after deductible
Urgent Care Facility	\$75	50% coinsurance after deductible
Emergency Room Copay waived if admitted	\$300 copay	\$300 copay
High-Tech Imaging	\$100 copay	50% coinsurance after deductible
Chiropractic	\$75 copay; limits apply	50% coinsurance after deductible
Therapy/Rehab	\$75 copay; limits apply	50% coinsurance after deductible
Prescription Drugs [Rx]		
Tier I [Generic Drugs]	\$15	50% coinsurance after deductible
Tier II [Preferred Drugs]	\$40	50% coinsurance after deductible
Tier III [Non-Preferred Drugs]	\$100	50% coinsurance after deductible
Tier IV [Specialty Drugs]	20% to a max of \$300 copay	50% coinsurance after deductible
Mail order available up to 90 day supply at 2x copay		

RATES	COVERAGE TIER	BI-WEEKLY RATE
	EMPLOYEE ONLY	\$37.67
	EMPLOYEE + SPOUSE	\$301.90
	EMPLOYEE + CHILD(REN)	\$231.59
	FAMILY	\$548.36

This is intended as a high level summary. Please refer to the plan documents for full plan details.



LiveHealth Online

If you are enrolled in a medical plan, this benefit is automatically available to you. This service gives you 24/7 access to U.S. board-certified doctors & pediatricians via phone and video consultations. LiveHealth Online gives you the ability to avoid having to go in for an office visit in the event you need to see a physician for certain routine conditions and/or needs. Sign up at livehealthonline.com or use the app, and see a board-certified doctor in a few minutes.

Below are some common reasons you might use LiveHealth services:

- Cold & Flu
- Sinus Problems
- Ear Infection
- Behavioral Health

- Medication Refills
- Skin infection and rash
- Bronchitis
- Pink Eye

- Allergies
- Upper Respiratory Infection
- Urinary Tract Infection
- Sprains and strains

Consultations

Each consultation is billed through your medical plan. Deductible and coinsurance or office visit copays will apply.

What is the value of this service to you and your family?

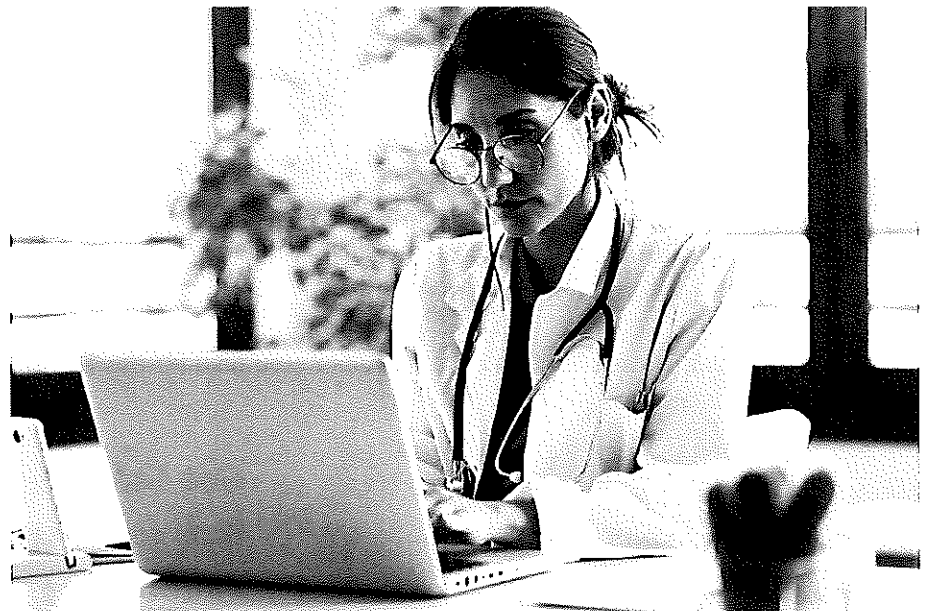
Convenience - Doctors are available by phone 24 hours a day, seven days a week.

No appointments or referrals necessary - Doctors are available to members wherever they are and at any time of day.

Unlimited consultation time - Patients can speak to the doctor as long as they like. Doctor visits in the office only average three to five minutes.

Sign up today!

Go to **anthem.com** to create an account or download the **Sydney Health App** and register on your phone or tablet.



Building Healthy Families

A new program to support growing families

Every family grows in its own way. That's part of what makes each one unique. Anthem's new, all-in-one program can help your family grow strong whether you're trying to conceive, expecting a child, or in the thick of raising young children. Building Healthy Families offers personalized, digital support through the **Sydney Health mobile app** or on **anthem.com** at no extra cost to you. This convenient hub offers an extensive collection of tools and information to help you navigate your family's unique journey.

Designed with you in mind

When you enroll in Building Healthy Families, you can count on personalized support at every stage, from family planning and pregnancy through the toddler years. Plus, if you have a family story that includes adoption, surrogacy, or single parenthood, the resources, tools, and information on your profile will be tailored to what you need. Depending on your situation, you'll have unlimited access to:

Tools to help you stay organized

- Log newborn feedings, diaper changes, growth, vaccinations, and your child's developmental milestones.
- Monitor prenatal health risks, such as blood pressure and weight.

Health and wellness expertise for you and your family

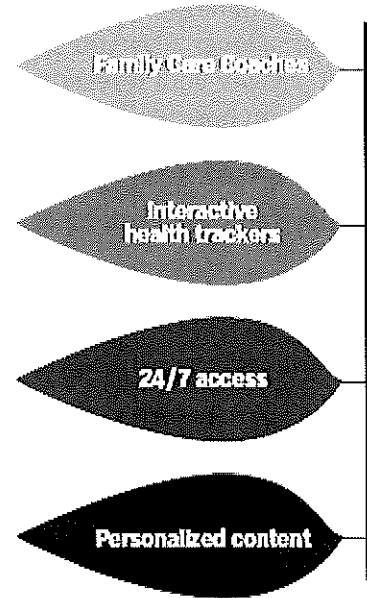
- Explore a library with thousands of educational articles and videos on everything from family planning to parenting tips.
- Connect with a maternity nurse and access virtual lactation support, if needed.

Personalized pregnancy support

- Chat with a Family Care Coach during pregnancy for help navigating your Building Healthy Families experience.
- Receive updates on your pregnancy progress, like development of your baby and body changes.

It's exciting to watch your family grow, but that doesn't mean there aren't challenges along the way. Building Healthy Families can help you nurture your family's health and tackle every stage of growth with confidence.

Benefits to help you thrive



ENROLL TODAY

1. Visit **anthem.com** or log in to **Sydney Health**
2. Find **Featured Programs** at the bottom of the homepage
3. Select **View All** then choose the **Building Health Families** tile.





Health Savings Account

Health Savings Account (HSA) is a bank account that HDHP members can use to pay out-of-pocket health care expenses with pre-tax dollars. As long as you use the funds to pay for qualified medical expenses, the money is spent tax free. Money that you deposit into your HSA is yours to keep regardless of whether you change jobs or health plans. You own your account and there are no "use it or lose it" restrictions. Funds roll over from one year to the next. Your funds are not forfeited.

HDHP-HSA PLAN COVERAGE TIER	CALENDAR YEAR	MAXIMUM CONTRIBUTION
EMPLOYEE ONLY	2024	\$4,150
FAMILY	2024	\$8,300

Contributions to your HSA can be invested, potentially growing tax-deferred funds. If you are age 55 or older, an additional \$1,000 catch-up contribution can be made each year. Tax penalties are enforced if used for non-qualified medical expenses.

The company contributes up to \$500 for the plan year 2024-2025, the amount is pro-rated for new hires.

Our HSA can help you manage your health care costs

Our HSA can help you manage your health care costs. Your health plan with an HSA gives you access to a large network of doctors and hospitals, and helps pay for your costs when you need care. It's designed to give you health care options and help you stretch your hard-earned dollars. Here's how:

- With an HSA, you can set aside pretax dollars to pay for qualified medical expenses.
- Because the funds you put into your HSA and use to pay for qualified expenses are tax free, you save money.
- You and/or your employer can contribute to your HSA.
- You can add funds to your HSA at any time or through automatic deductions each paycheck.
- The money in the HSA is yours, and any funds left over at the end of the year can be rolled over to the next plan year.

You'll get an HSA debit card you can use to pay for qualified medical expenses like:

- ⇒ Costs that count toward your deductible
- ⇒ Coinsurance
- ⇒ Copays
- ⇒ Emergency room or urgent care visits
- ⇒ Hospital stays
- ⇒ Prescription drugs

HSA Plan Administrator-Anthem

Following open enrollment, you will receive information from Anthem in order to register for your account. You will have the ability to transfer funds to your new account. You can access your account online at www.anthem.com

It's Easy to Use

You can access money in your account with an HSA debit card.



Vision Insurance

Regular eye examinations can not only determine your need for corrective eyewear but also may detect general health problems in their earliest stages. Protection for the eyes should be a major concern to everyone.

Find a Vision Provider at [anthem.com/find-care/](https://www.anthem.com/find-care/)

Anthem Blue View Vision		
Frequency	In-Network	Out-of-Network
Exam	Once every 12 months	Once every 12 months
Lenses	Once every 12 months	Once every 12 months
Frames	Once every 24 months	Once every 24 months
Contact Lenses	Once every 12 months	Once every 12 months
Services	In-Network	Out-of-Network
Eye Exam	\$15 copay	Reimbursed up to \$45
Lenses	In-Network	Out-of-Network
	\$25 Copay	Reimbursement amounts Up to: Single \$30 Up to: Bifocal \$50 Up to: Trifocal \$65 Up to: Lenticular \$100
Frame	In-Network	Out-of-Network
	Covered up to \$130, 20% off any remaining balance	Reimbursed up to \$70
Contact Lenses	In-Network	Out-of-Network
In Lieu of Lenses/Frames Medically Necessary	Covered up to \$125 Covered 100%	Reimbursed up to \$125 Reimbursed up to \$210

RATES	COVERAGE TIER	BI-WEEKLY RATE
	EMPLOYEE ONLY	\$0.44
	EMPLOYEE + SPOUSE	\$1.62
	EMPLOYEE + CHILD(REN)	\$1.70
	FAMILY	\$3.32

This is intended as a high level summary. Please refer to the plan documents for full plan details.



Life and AD&D Insurance

Life and AD&D Insurance

Providing economic security for your family is a major consideration in personal financial planning. Your benefits package includes Basic Life Insurance / Accidental Death & Dismemberment (AD&D) at no cost to you. The plan administrator is Anthem BCBS.

The basic life benefit is payable to your designated beneficiary in the event of your death. The amount of coverage is **1x salary to a maximum of \$50,000.**

Life Benefit Age Reductions:

- √ 65% at age 65 and
- √ 50% at age 70

Voluntary Life and AD&D Insurance

You may purchase additional Life/AD&D insurance for yourself, your spouse and your child(ren) through Anthem BCBS.

Evidence of insurability (EOI) is required for all late entrants and over the Guarantee Issue amount. It is important to note that coverage will not become effective until approved by Anthem BCBS.

What is my cost for this coverage?

Employee premiums for this benefit will be available when you enroll in your benefits through Ben-Xpress.

Life Benefit Age Reductions:

- √ 65% at age 65 and
- √ 50% at age 70

Beneficiary designation reminder

Please update/confirm your beneficiary elections! If you intend to name a minor as beneficiary, carriers recommend that you establish a trust.

	Life AD&D Insurance	Evidence of Insurability Required If:
Voluntary Employee Life & AD&D	\$10,000 increments up to a max of 5x earnings or \$500,000, whichever is less.	• You elect after your initial eligibility period
	Newly Eligible Guarantee Issue: \$200,000	• If you are electing coverage greater than \$200,000
Voluntary Dependent Life	Spouse: \$5,000 increments up to \$250,000 not to exceed 100% of employee coverage amount.	• You elect over \$50,000
	Newly Eligible Guarantee Issue: \$50,000	• You elect after your initial eligibility period
	Child: 0-14 days: \$1,000; 14 days-26 years \$2,000 increments to \$10,000.	• You elect after your initial eligibility period

This is intended as a high level summary. Please refer to the plan documents for full plan details.



Resource Advisor

The Resource Advisor is designed to help you lead a happier and more productive life at home and at work. Resource Advisor is a member assistance program that provides resources and services to support you and your household family members when you need it.

You and your family members are eligible for up to three free counselor visits, at no cost to you. Counselors can help with :

Stress, Anxiety and depression	Relationship issues, divorce	Identity theft
Legal questions	Anger, grief and loss	Child/elder care

Work/Life Balance

You can also reach out to a specialist for help with balancing work and life issues. Just call and one of our Work/ Life Specialists can answer your questions and help you find resources in your community.

Ask Our Work/Life Specialist about:

- Child care
- Elder care
- Legal questions
- Identity theft
- Financial services, debt management, credit report issues
- Even reducing your medical/dental bills!
- And more

Help is easy to access:

- Online/phone support: Unlimited, confidential and 24/7.
- In-person: You can get up to 3 visits available at no additional cost to you with a Licensed Professional Counselor. Your counselor may refer you to resources in your community for ongoing support.

Always by your side:

- Expert support 24/7
- Convenient website
- Short-term help
- Referrals for additional care

Who is covered?

Services are available to all eligible employees, their spouses or domestic partners, dependent children, parents and parents-in-law.

Contact:

Toll-free 24/7 access:

- **1-888-209-7840**
- **www.resourceadvisorCA.anthem.com**

*** The counselors must abide by federal regulations regarding duty to warn of harm to self or others. In these instances, the consultant may be mandated to report a situation to the appropriate authority.**





Accident Insurance

We don't expect accidents but when they happen, the costs can be overwhelming, even with medical coverage. That's where accident protection can help.

How does it work?

Accident Insurance pays cash benefits for injuries resulting from accidents (not work related).

What does it cover?

Here are some of the injuries that may be covered:

- Emergency Services
- Ambulance Services
- Hospital confinement
- ICU Confinement

How to use your benefits

You can use the cash to cover many of the costs incurred while recovering from an injury:

- Cost-of-living expenses while recovering
- Home care for you
- Care care for your children while you recover
- Transportation to rehab or treatment centers
- Medical costs not covered by health insurance

Why is this coverage so valuable?

- Cash benefit is paid directly to you in a lump-sum
- No medical questions or exam needed to enroll
- It can help you with out-of-pocket costs that your medical plan doesn't cover, like co-pays and deductibles.
- The cost is conveniently deducted from your paycheck
- You may take the coverage with you if you leave the company or retire. You'll be billed directly.





Hospital Insurance

How does it work?

Hospital Insurance helps covered employees and their families cope with the financial impacts of a hospitalization. You can receive benefits when you're admitted to the hospital for a covered accident, illness, or childbirth. The money is paid directly to you – not to a hospital or care provider. The money can also help you pay the out-of-pocket expenses your medical plan may not cover, such as co-insurance, co-pays and deductibles.

Why is this coverage so valuable?

- The benefits in this plan are compatible with a Health Savings Account (H.S.A)
- You may take the coverage with you if you leave the company or retire,. You'll be billed directly
- Covers hospitalization for maternity from day one with no waiting period.

Key Features

- Covers hospitalization for normal pregnancy from day one with no waiting period.
- Auto alerts let you know you may have an eligible claims.
- No limitations for pre-existing conditions.
- No medical questions or exam needed to enroll.
- You can take your coverage with you and keep the same rate if you leave your employer, up to three years.
- Coverage is available for yourself, your spouse and dependent children.



SPOT Pet Insurance

Pet Insurance

Pet insurance is a financial safety net for your furry family. It permits you to get reimbursed for accidents and illnesses, so you don't have to worry about cost and can focus on care.

What do Spot plans cover?

- Emergency Visits
- Lab Fees
- Behavioral Problems
- X-Rays & Tests
- Surgeries
- Cancer



How does Spot Pet Insurance work?

- 1 Visit any licensed vet
- 2 Submit your claim online
- 3 Get paid back for eligible vet bills

Enrollment and payment are completed directly through SPOT

Visit <https://spotpet.link/pansophic>

Call **800.905.1595**

Priority Code: **EB_Pansophic**





This benefit summary prepared by



Insurance | Risk Management | Consulting

This document is an outline of the coverage provided under your employer's benefit plans based on information provided by your company. It does not include all the terms, coverage, exclusions, limitations, and conditions contained in the official Plan Document, applicable insurance policies and contracts (collectively, the "plan documents"). The plan documents themselves must be read for those details. The intent of this document is to provide you with general information about your employer's benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. To the extent that any of the information contained in this document is inconsistent with the plan documents, the provisions set forth in the plan documents will govern in all cases. If you wish to review the plan documents or you have questions regarding specific issues or plan provisions, you should contact your Human Resources/Benefits Department.

Appendix F

- Operator contract

Note: Under R.C. 3314.032(A), an operator contract entered into on or after February 1, 2016 must include the following:

1. Criteria to be used for early termination of the operator contract;
2. Required notification procedures and timeline for early termination or non-renewal of the operator contract; and
3. A stipulation of which entity owns all community school facilities and property including, but not limited to, equipment, furniture, fixtures, instructional materials and supplies, computers, printers, and other digital devices purchased by the Governing Authority or operator. Any stipulation regarding property ownership must comply with the requirements of R.C. 3314.0210.

MANAGEMENT AGREEMENT

This Management Agreement (the "*Agreement*") is entered into as of May 6, 2018 ("Effective Date") by and between Accel Schools Cleveland FB LLC, a Delaware limited liability company ("*Manager*"), and Lorian Bilingual Academy (the "*School*"), a non-profit Ohio corporation and public community school.

RECITALS

Whereas, the School is organized as an Ohio nonprofit corporation under Chapter 1702 of the Ohio Revised Code (as such provision may be amended from time to time) and the School has entered into a School Sponsorship Agreement (the "*Sponsorship Agreement*") with Ohio Council of Community Schools (the "*Sponsor*") pursuant to which the School is authorized to operate a public community school under Chapter 3314 of the Ohio Revised Code. The Ohio Revised Code and amendments thereto are hereinafter referred to as the "*Code*";

Whereas, the Manager was established, among other reasons, to manage public schools, and is expected to provide invaluable assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the School; and

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

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

ARTICLE I. EDUCATIONAL SERVICES AND ADMINISTRATIVE SERVICES

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational services (the "*Educational Services*"):
 - (i) Curriculum. Implementation of the educational goals and programs set forth in the Sponsorship Agreement (the "*Educational Program*"). In the event that Manager determines it is necessary to modify the Educational Program, Manager shall inform the School of the proposed changes and obtain School approval, and if required under the Sponsorship Agreement, approval of the Sponsor.
 - (ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the Head of School ("*HOS*") and the rest of the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
 - (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including text books, computers, curriculum, software and multi-media teaching tools.

independent certified public accountants retained by the School to perform annual audits of the School's financial statements. The cost for preparation of the financial statements will be the responsibility of the School. The cost of the fiscal officer and the audit will be the responsibility of the School, and will be provided for in the Budget.

- (B) The Manager will provide the School with monthly financial forecast and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; and support for grant writing / reporting / draw down; assist the fiscal officer with the preparation of monthly financial reporting to the Board; and support for all State reporting requirements. The Manager will prepare a five-year financial plan in conjunction with the fiscal officer.
 - (C) On behalf of the School, the fiscal officer is responsible for preparation of (i) such other reports on the finances and operation of the School as requested or required by the ODOE, the School or the Sponsor to ensure compliance with the terms of the Sponsorship Agreement; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
 - (D) The Manager will provide other information on a periodic basis or requested with reasonable notice as may be reasonably necessary to enable the School to monitor Manager's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
 - (E) On behalf of the School, the fiscal officer will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by the fiscal officer, and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the fiscal officer pertaining to the School will be available to the School, the Sponsor, the Auditor of State, the ODE or the United States Department of Education (the "*USDOE*") and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.
- (vii) School's Right to Audit. The School reserves the right to conduct or to appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School.
 - (viii) Maintenance of Student Records.
 - (A) Manager will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Sponsorship Agreement, the Code and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and

(xiv) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Manager and the School.

(A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Code, the Sponsorship Agreement, and local, State and federal laws and applicable regulations and policies.

(B) Subject to this Agreement, the Sponsorship Agreement, the Code, and other applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with written notice of such modifications.

(C) Manager will be responsible and accountable to the School for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(vi) above, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

1.3 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable classroom and office space at [Address to be determined], Lorain, OH (the "Facility") to perform all services described in this Agreement. Manager will provide instructional, extra-curricular and co-curricular programs at the Facility. Manager may provide other services elsewhere, unless prohibited by the Sponsorship Agreement, the Code and other applicable laws and regulations.

1.4 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code, and any other applicable laws and regulations.

ARTICLE II. TERM

2.1 Term. The term of this Agreement will commence on July 1, 2018 (the "**Start Date**") and shall continue thereafter through June 30, 2023 (the "**Initial Term**") unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute. In the event the Sponsor and/or the Sponsorship Agreement changes, this Agreement shall automatically survive and be performed in accordance with the new Sponsorship Agreement, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

2.2 Renewal. On the fifth anniversary of the Start Date, and thereafter each five (5) years (the "**Renewal Date**"), this Agreement will automatically extend for successive additional periods of five (5) years or consistent with the length of the renewal term from the Sponsor) (each such period a "**Renewal Term**"), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE

**ARTICLE IV.
CONSIDERATION**

- 4.1 Compensation for Services.
- (a) Management Fee. The School will pay Manager an annual fee of (i) thirteen and a half percent (13.5%) of the state and local school funds (the "*State Aid*") that the School receives, directly or indirectly, pursuant to the Code, for the particular students enrolled in the School (the "*State Allocation*"), plus (ii) subject to federal law and regulations, an amount equal to thirteen and a half percent (13.5%), multiplied by the funds (the "*Federal Funds*") that the School receives, directly or indirectly, from the federal government, exclusive of Free and Reduced Lunch Revenues (the "*Federal Allocation*") (the Federal Allocation together with the State Allocation are the "*Management Fee*"). Neither the State Allocation nor Federal Allocation shall include charitable contributions, transportation funding, facility funding, or proceeds from fundraisers ("*Non-Qualified Gross Revenue*"), which shall be retained entirely by the School. Such consideration will not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the Parties. If the School has no debt to the Manager and is able to timely pay the Management Fee, the School may, at its sole discretion, agree to pay to the Manager an incentive as a result of the School meeting the Incentive Goals identified in Appendix A attached hereto and in the Sponsorship Agreement.
 - (b) Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. Manager's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
 - (c) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term).
- 4.2 Payment of Costs. In addition to the Management Fee described in Section 4.1 above, the School will reimburse Manager for all costs incurred and paid by Manager in providing the Educational Services and Administrative Services, provided such costs are within the limits of the Budget. Such costs may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease or Facility lease that the Parties may enter into), Facility maintenance and utility costs, salaries of Manager's employees or subcontractors assigned to the staff of the School, costs related to curriculum, instructional materials, textbooks, library books, computers, software, supplies, food service, transportation, special education, psychological services and medical services. Except as may be provided in any equipment lease or Facility lease, in charging for such costs to the School and paying for such costs, Manager will not charge an added fee unless such fee is approved in advance by the School.

harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney's fees and costs) that directly arise out of any Supplemental Program. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand or suit. This indemnification provision shall survive the termination or expiration of the Agreement.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Sponsorship Agreement, the Code and other applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Code or the Sponsorship Agreement, the HOS, teachers and support staff recommended by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required under the Code and other applicable laws and regulations as if the employees and subcontractors were employed by an School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the School its performance reviews and assessment of the HOS.

6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with the Code and other applicable laws and regulations, to select, supervise and terminate the HOS and to hold him or her accountable for the success of the School.

6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services, Administrative Services and Supplementary Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required under the Code and other applicable laws and regulations, hold a valid teaching certificate issued by the ODOE. Further, to the extent required under the Code and other applicable laws and regulations, such teachers shall have undergone a criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all teaching staff related actions and decisions on a regular basis.

6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services and Supplementary Programs

overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.

- (b) Manager may terminate this Agreement in the event that the School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Sponsorship Agreement, and the default remains uncured for thirty (30) days after the School receives written notice from the Manager or Sponsor, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the School's default creates an imminent danger to the life of students, parents or others, the default must be cured immediately upon notice from the Manager, and Manager may terminate the Agreement effective immediately if not so cured.
- (c) Manager may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Manager.
- (d) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to increase materially the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
- (e) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School undergoes adverse change that makes the School financially unviable.

7.2 Termination By the School. The School may terminate this Agreement in the event that Manager fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the School. Termination by the School will not relieve the School of any obligations for payments outstanding to Manager as of the date of the termination, nor will it relieve Manager for liability for financial damages suffered by the School as a consequence of Manager's breach (or of the School's termination as a result thereof) of this Agreement.

7.3 Termination of the Sponsorship Agreement. This Agreement will terminate upon the School's ceasing to be a party to a valid and binding sponsorship agreement, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent sponsorship agreement, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations for payments outstanding to Manager as of the date of termination.

systems and pedantic methods licensed to or utilized by the School during the Term of this Agreement ("**Protected Materials**") and to the name "ACCEL™" (such name being a trademark of Manager). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials, or such name and has no right to use the Protected Materials or such name, unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the School facilities, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

- 8.2 License. The Manager developed and owns proprietary rights to the Protected Materials and the Lorain Bilingual Academy name (the "Name"). The Manager hereby grants the School a limited revocable license to use the Protected Materials and the Name in connection with the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall: (a) immediately cease using the Protected Materials and Name; (b) if the School chooses to continue doing business and/or will not dissolve within six (6) months of the termination or expiration of this Agreement, change its corporate name to some name other than the Name, which new name shall not consist in any variation or manner of the word or words Lorain Bilingual Academy, used alone or in any combination; and (c) notify the Sponsor, the ODOE and any other oversight entity including, but not limited to, the Ohio Secretary of State, of the name change. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Manager. To the extent permitted by Ohio law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, "**Representatives**") harmless against any and all penalties, claims, demands, suits or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of violation of State or federal law. In addition, the School will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any such penalty, claim, demand or suit. Further, the Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date, including, but not limited to, management of the School by any third parties. The indemnification requirements of this Section 9.1 may be met by the purchase of insurance

EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.

- (c) ECONOMIC DAMAGES. EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. The School will maintain the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Sponsorship Agreement: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. The insurance coverage shall be not only for the School, its directors, officers and employees, but also such policies shall name Manager, its Affiliates and their respective Representatives as additional insureds under such policies. School shall provide Manager with a certificate of insurance evidencing such coverage upon reasonable request. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the

with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.

- (b) The School has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.
- (d) The School is not in breach of the terms of the Sponsorship Agreement.
- (e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Manager or in the name "ACCEL™" and will make no such claims in the future.
- (f) The School shall not after the Effective Date incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.

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

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

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

be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.

- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Ohio will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:


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


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

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

Accel Schools Cleveland FB LLC

Lorain Bilingual Academy

By: 

By: 

Name: Ronald J. Packard

Name: Luida Agosto

Title: CEO

Title: President



May 23, 2024

VIA EMAIL

Lorain Bilingual Academy
307 W. 7th St.
Lorain, OH 44052

Re: Assignment of Management Agreement to an ACCEL Affiliate

Dear Board of Directors,

This letter is to inform you that as permitted under the "Management Agreement" between Lorain Bilingual Academy and Accel Schools Ohio LLC ("ACCEL"), ACCEL has assigned the Management Agreement to Accel Schools Cleveland FB LLC which is a sister/affiliate company of Accel Schools Ohio LLC under common ownership by Accel Schools LLC.

The reason for this assignment is that ACCEL has made substantial commitments to community schools in Ohio which resulted in expansion throughout the state so we are now grouping our managed school contracts according to commonalities such as geography.

Please rest assured that this assignment will have no effect on the services that ACCEL currently provides to Lorain Bilingual Academy. The ACCEL team that supports the school and the information related to Accel Schools Cleveland FB LLC will be exactly the same as before, only the contracting party under the Management Agreement will be different.

If you have any questions or concerns, your board's attorney may contact me at 703-206-6227.

Sincerely,

A handwritten signature in black ink that reads "Christopher R. Ryan". The signature is written in a cursive, flowing style.

Christopher R. Ryan
General Counsel

cc: Jay Saez, Principal
Megan Wilson, RVP, ACCEL
Sheri Hughes, Richland Academy of the Arts
David Massa, Massa Solutions
Jamie Callender, The Callender Group

Appendix G

- Performance standards (provided by the sponsor)

ACADEMIC, FINANCIAL AND ORGANIZATIONAL PERFORMANCE STANDARDS

Pursuant to Article VII of this Contract, the Academic, Financial and Organizational Performance Standards constitute the agreed-upon academic, financial, and organizational and governance requirements (“Requirements”) that the GOVERNING AUTHORITY and SPONSOR will use to evaluate the performance of the School during the term of this Contract. Each Requirement may be considered by the SPONSOR to gauge success throughout the term of this contract. Areas to be assessed for performance are as follows:

- Mission
- Governance
- Fiscal or Financial
- Academics, including Diverse Learners
- Recordkeeping, Reporting and Data
- Any other area of operations compliance or performance of the Contract

This performance measurement criteria supplements, but does not replace, alter, or limit Sponsor’s statutory rights and responsibilities, including but not limited to those of nonrenewal, probation, suspension, or termination of the Contract.

Reports on academic data for all measures will be required and submitted to Sponsor on October 31, February 28 and April 1 of each school year. A meeting will be required yearly (Between October 1 and December 15) between the Sponsor and the School’s chief academic officer or administrators to assess the readiness and performance of the School to collect the data, assess the data, cure weaknesses and report to the Sponsor. If the School is not fully prepared for this meeting, it will result in some level of corrective action, including possible probation, suspension and/or termination.

To be considered for contract renewal, the GOVERNING AUTHORITY is expected to have “met” the standards as specified herein, which are the SPONSOR’s minimum expectation for the School. Probation, suspension and/or termination may result if standards are not met. An inability to achieve minor elements of the standards, based on the totality of the circumstances, may not prevent consideration of contract renewal, which will be subject to SPONSOR’s sole and complete discretion.

Alignment with the Academic Performance component of the Sponsor Evaluation

The Academic Performance component of the Sponsor Evaluation is based on all applicable report card measures prescribed for the state report card, and is weighted by the number of students enrolled in each school in the sponsor's portfolio.

For each school, the applicable report card component grades will be assigned a numerical value based on the relevant business rules established by the Ohio Department of Education and Workforce. Each component is then weighted.

In most cases, RAA's sponsored schools will be scored on multiple components of the state issued report card, but schools are unlikely to be scored on all items.

Example: Score Calculation for School's Overall Academic Performance

Component	Value	Weight	Report Card Component Weighted Points
Achievement	1.5	.275	0.4125
Value-Added (Progress)	3	.275	0.825
Graduation			
Gap Closing	2.115	.225	0.476
Early Literacy	2.225	.225	0.500
College, Career, Workforce and Military Readiness			
Total Weighted Points			2.21

All sponsored schools are expected to achieve an Overall Academic Performance Score of at least 2.125 total weighted points and attain a Report Card Grade Equivalent of at least 2 (3 Stars) by the third year of operation.

Alignment with the Quality Practices component of the Sponsor Evaluation

Contract Performance Measures include the metrics, targets and ratings of all applicable academic, financial and organizational/operational measures for multiple years and over the term of the contract.

Specific measures and targets for all applicable state report card measures of student performance, and mission-specific performance measures and targets may also be used. Targets compare the school’s student performance to the state, schools serving similar populations, or schools in the same geographic area. The contract also includes annual specific metrics and targets for financial and organizational/operational performance measures.

RAA’s Performance Framework is informed by the National Association of Charter School Authorizers, Ohio law, Ohio’s Sponsor Evaluation system, Ohio’s Accountability system, and Sponsor/sponsor best practices. Measures and targets are provided for each contract year. RAA will evaluate data to determine if a school exceeds, meets, does not meet, or falls far below targets. Where it makes sense, targets increase in expectation over the years.

Performance Framework

Academic outcomes

Measure	2023-2024 target	2024-2025 target	2025-2026 target
Performance Index – percent (primary)	Exceeds: 70% or above Meets: 65-69% Does not meet: 58-64% Falls far below: 57% or below	Exceeds: 75% or above Meets: 70-74.9% Does not meet: 61-69% Falls far below: 60% or below	Exceeds: 75% or above Meets: 70-74.9% Does not meet: 61-69% Falls far below: 60% or below
Progress - Overall Value Added* (primary)	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star
Progress - Value-Added – All Tests*	Exceeds: Students made more progress than expected (moderate or significant evidence) Meets: Students made progress similar to statewide expectation Does not meet: Students made less progress than	Exceeds: Students made more progress than expected (moderate or significant evidence) Meets: Students made progress similar to statewide expectation Does not meet: Students made less progress than	Exceeds: Students made more progress than expected (moderate or significant evidence) Meets: Students made progress similar to statewide expectation Does not meet: Students made less progress than

	expected (moderate evidence) Falls far below: Students made less progress than expected (significant evidence)	expected (moderate evidence) Falls far below: Students made less progress than expected (significant evidence)	expected (moderate evidence) Falls far below: Students made less progress than expected (significant evidence)
Early Literacy* (primary)	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star
Gap Closing* (secondary)	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star
Graduation Rate* (primary)	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star
Modified Graduation Rate* (primary)	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star	Exceeds: 4 or 5 Stars Meets: 3 Stars Does not meet: 2 Stars Falls far below: 1 Star
College, Career, Workforce and Military Readiness* (secondary)	Not Rated	TBD	TBD

Outperforms comparison schools* (primary)	Exceeds: top 25th Meets: 50th– 74th Does not meet: 26th to 49th Falls far below: bottom 25th	Exceeds: top 25th Meets: 50th – 74th Does not meet: 26th to 49th Falls far below: bottom 25th	Exceeds: top 25th Meets: 50th – 74th Does not meet: 26th to 49th Falls far below: bottom 25th
Mission specific i (primary)	Exceeds: tbd Meets: tbd Does not meet: tbd Fall far below: tbd	Exceeds: tbd Meets: tbd Does not meet: tbd Fall far below: tbd	Exceeds: tbd Meets: tbd Does not meet: tbd Fall far below: tbd
Student subgroup (EL/OELPA, for applicable schools) (secondary)	Exceeds: 57% or better OR closes gap more than ten percentage points Meets: 56% OR closes gap ten percentage points Does not meet: 33-55% OR closes gap 5-9 percentage points Falls far below: below 33%	Exceeds: 61% or better OR closes gap more than ten percentage points Meets: 60% OR closes gap ten percentage points Does not meet: 35-59% OR closes gap 5-9 percentage points Falls far below: below 35%	Exceeds: 61% or better OR closes gap more than ten percentage points Meets: 60% OR closes gap ten percentage points Does not meet: 35-59% OR closes gap 5-9 percentage points Falls far below: below 35%
Chronic absenteeism (secondary)	Exceeds: 11.4 or lower Meets: 11.5 Does not meet: 11.6 – 16.6 Falls far below: 16.7 or higher	Exceeds: 10.3 or lower Meets: 10.4 Does not meet: 10.5 – 15.5 Falls far below: 15.6 or higher	Exceeds: 10.3 or lower Meets: 10.4 Does not meet: 10.5 – 15.5 Falls far below: 15.6 or higher
	or, Exceeds: 1.2 percentage point improvement or higher from previous year Meets: 1.1 percentage point improvement Does not meet: 1.0 - 0.0 percentage point improvement	or, Exceeds: 1.2 percentage point improvement or higher from previous year Meets: 1.1 percentage point improvement Does not meet: 1.0 - 0.0 percentage point improvement	or, Exceeds: 1.2 percentage point improvement or higher from previous year Meets: 1.1 percentage point improvement Does not meet: 1.0 - 0.0 percentage point improvement

	Falls far below: increase in rate	Falls far below: increase in rate	Falls far below: increase in rate
	or	or	or
	Exceeds: more than 3 percentage improvement	Exceeds: more than 3 percentage improvement	Exceeds: more than 3 percentage improvement
	Meets: 3 percentage point improvement	Meets: 3 percentage point improvement	Meets: 3 percentage point improvement
	Does not meet: 0.2;9 or less percentage improvement	Does not meet: 0.2;9 or less percentage improvement	Does not meet: 0.2;9 or less percentage improvement
	Falls far below: increase in rate	Falls far below: increase in rate	Falls far below: increase in rate

Governance/Operational outcomes

Measure	2023-2024 target	2024-2025 target	2025-2026 target
Governing Board Composition of the Board, Quorum at meetings, Conflict of Interest, Training	Exceeds: 90% or higher Meets: 79-89% Does not meet: 60- 78% Falls far below: 59% & below	Exceeds: 90% or higher Meets: 79-89% Does not meet: 60- 78% Falls far below: 59% & below	Exceeds: 91% or higher Meets: 79-90% Does not meet: 60- 78% Falls far below: 59% & below
Records compliance	Exceeds: 90% or higher Meets: 79-89% Does not meet: 60- 78% Falls far below: 59% & below	Exceeds: 90% or higher Meets: 79-89% Does not meet: 70-79% Falls far below: 59% & below	Exceeds: 91% or higher Meets: 79-90% Does not meet: 60- 78% Falls far below: 59% & below
On Time records submission rate	Exceeds: 90% or higher Meets: 79-89% Does not meet: 60- 78% Falls far below: 59% & below	Exceeds: 90% or higher Meets: 79-89% Does not meet: 70- 79% Falls far below: 59% & below	Exceeds: 91% or higher Meets: 79-90% Does not meet: 60- 78% Falls far below: 59% & below
Financial records submitted monthly	Exceeds: 90% or higher Meets: 79-89%	Exceeds: 90% or higher Meets: 79-89%	Exceeds: 91% or higher Meets: 79-90%

Annual audit	<p>Does not meet: 60-78%</p> <p>Falls far below: 59% & below</p> <p>Exceeds: two consecutive years of no findings, citations, questioned costs, or material weaknesses</p> <p>Meets: no findings, citations, questioned costs, or material weaknesses</p> <p>Does not meet: one or two findings, citations, questioned costs, or material weaknesses</p> <p>Falls far below: Audit contains three or more of the following: findings, noncompliance citations, questioned costs, or material weaknesses, findings for recovery (in excess of \$5,000 combined)</p>	<p>Does not meet: 60-78%</p> <p>Falls far below: 59% & below</p> <p>Exceeds: two consecutive years of no findings, citations, questioned costs, or material weaknesses</p> <p>Meets: no findings, citations, questioned costs, or material weaknesses</p> <p>Does not meet: one or two findings, citations, questioned costs, or material weaknesses</p> <p>Falls far below: Audit contains three or more of the following: findings, noncompliance citations, questioned costs, or material weaknesses, findings for recovery (in excess of \$5,000 combined)</p>	<p>Does not meet: 60-78%</p> <p>Falls far below: 59% & below</p> <p>Exceeds: two consecutive years of no findings, citations, questioned costs, or material weaknesses</p> <p>Meets: no findings, citations, questioned costs, or material weaknesses</p> <p>Does not meet: one or two findings, citations, questioned costs, or material weaknesses</p> <p>Falls far below: Audit contains three or more of the following: findings, noncompliance citations, questioned costs, or material weaknesses, findings for recovery (in excess of \$5,000 combined)</p>
LEA Special Education performance determination	<p>Exceeds: meets requirements</p> <p>Meets: needs assistance</p> <p>Does not meet: needs intervention</p>	<p>Exceeds: meets requirements</p> <p>Meets: needs assistance</p> <p>Does not meet: needs intervention</p>	<p>Exceeds: meets requirements</p> <p>Meets: needs assistance</p> <p>Does not meet: needs intervention</p>

	Falls far below: needs substantial intervention	Falls far below: needs substantial intervention	Falls far below: needs substantial intervention
5-Year Forecasts Submitted to ODE by Statutory Deadlines	Meets: yes Does Not Meet: no	Meets: yes Does Not Meet: no	Meets: yes Does Not Meet: no
Preopening Assurances Documentation	Meets: Completed and available 10 days before the first day of school Does Not Meet: no	Meets: Completed and available 10 days before the first day of school Does Not Meet: no	Meets: Completed and available 10 days before the first day of school Does Not Meet: no
Annual Report	Meets: Submitted to parents and sponsor by the last day of October Does Not Meet: no	Meets: Submitted to parents and sponsor by the last day of October Does Not Meet: no	Meets: Submitted to parents and sponsor by the last day of October Does Not Meet: no
Emergency Management Plan and Blueprint Submitted within the Last 3 Years to the Appropriate Authority	Meets: yes Does Not Meet: no	Meets: yes Does Not Meet: no	Meets: yes Does Not Meet: no
Family Survey Results	Exceeds: 90% or greater overall satisfaction with school Meets: 80%–89% overall satisfaction with school Does Not Meet: 70%–79% overall satisfaction with school Falls Far Below: 69% or below	Exceeds: 90% or greater overall satisfaction with school Meets: 80%–89% overall satisfaction with school Does Not Meet: 70%–79% overall satisfaction with school Falls Far Below: 69% or below	Exceeds: 90% or greater overall satisfaction with school Meets: 80%–89% overall satisfaction with school Does Not Meet: 70%–79% overall satisfaction with school Falls Far Below: 69% or below

Financial outcomes

Measure	2023-2024 target	2024-2025 target	2025-2026 target
Current ratio of assets to liabilities	Exceeds: ≥ 1.1 Meets: ratio between 1.0-1.1 and positive trend Does not meet: ratio between 0.9-1.0 or 1.0 or trend is negative Falls far below: ratio is ≤ 0.9	Exceeds: ≥ 1.1 Meets: ratio between 1.0-1.1 and positive trend Does not meet: ratio between 0.9-1.0 or 1.0 or trend is negative Falls far below: ratio is ≤ 0.9	Exceeds: ≥ 1.1 Meets: ratio between 1.0-1.1 and positive trend Does not meet: ratio between 0.9-1.0 or 1.0 or trend is negative Falls far below: ratio is ≤ 0.9
Days Cash	Exceeds: 60 or more Meets: 30-60 Does not meet: 15-30 or trend is negative Falls far below: fewer than 15	Exceeds: 60 or more Meets: 30-60 Does not meet: 15-30 or trend is negative Falls far below: fewer than 15	Exceeds: 60 or more Meets: 30-60 Does not meet: 15-30 or trend is negative Falls far below: fewer than 15
Current year enrollment variance	Exceeds: actual enrollment within 95% of budgeted enrollment Meets: actual enrollment is within 90-94% budgeted enrollment Does not meet: actual enrollment is between 80-89% budgeted enrollment Falls far below: actual enrollment is less than 80% budgeted enrollment	Exceeds: actual enrollment within 95% of budgeted enrollment Meets: actual enrollment is within 90-94% budgeted enrollment Does not meet: actual enrollment is between 80-89% budgeted enrollment Falls far below: actual enrollment is less than 80% budgeted enrollment	Exceeds: actual enrollment within 95% of budgeted enrollment Meets: actual enrollment is within 90-94% budgeted enrollment Does not meet: actual enrollment is between 80-89% budgeted enrollment Falls far below: actual enrollment is less than 80% budgeted enrollment

Multi-year Ratio of Assets to Liabilities ¹ (prior year)	<p>Exceeds: Ratio is greater than or equal to 1.1 for at least the 2 most recent years</p> <p>Meets: Ratio is between 1.0 and 1.1 for at least the most recent year</p> <p>Does not meet: Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most previous years out of 3 years</p> <p>Falls far below: Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years</p>	<p>Exceeds: Ratio is greater than or equal to 1.1 for at least the 2 most recent years</p> <p>Meets: Ratio is between 1.0 and 1.1 for at least the most recent year</p> <p>Does not meet: Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most previous years out of 3 years</p> <p>Falls far below: Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years</p>	<p>Exceeds: Ratio is greater than or equal to 1.1 for at least the 2 most recent years</p> <p>Meets: Ratio is between 1.0 and 1.1 for at least the most recent year</p> <p>Does not meet: Ratio is below 1.0 for the most recent year; OR below 1.0 in the 2 most previous years out of 3 years</p> <p>Falls far below: Ratio is 0.9 or less for the most recent year; OR is 0.9 or less in the 2 most previous years out of 3 years</p>
Cash flow (prior year)	<p>Exceeds: Cash flow is positive for at least the 2 most recent years</p> <p>Meets: Cash flow is positive for at least 1 of the most recent 2 years</p> <p>Does Not Meet: Cash flow is not positive for at least 1 of the most recent 2 years</p> <p>Falls Far Below: Cash flow is negative for any 2 consecutive years</p>	<p>Exceeds: Cash flow is positive for at least the 2 most recent years</p> <p>Meets: Cash flow is positive for at least 1 of the most recent 2 years</p> <p>Does Not Meet: Cash flow is not positive for at least 1 of the most recent 2 years</p> <p>Falls Far Below: Cash flow is negative for any 2 consecutive years</p>	<p>Exceeds: Cash flow is positive for at least the 2 most recent years</p> <p>Meets: Cash flow is positive for at least 1 of the most recent 2 years</p> <p>Does Not Meet: Cash flow is not positive for at least 1 of the most recent 2 years</p> <p>Falls Far Below: Cash flow is negative for any 2 consecutive years</p>

¹ This ratio depicts the relationship between a school's annual assets and liabilities, covering the last three years.

Total Margin (TM) and Aggregated 3-Year Total Margin ² (ATTM) (prior year)	<p>Exceeds: ATTM is positive and the most recent year TM is also positive</p> <p>Meets: ATTM is greater than -1.5%, the trend is positive for the last two years, AND the most recent year TM is positive</p> <p>Does Not Meet: ATTM is greater than -1.5%, but trend does not "meet standard"</p> <p>Falls Far Below: ATTM is less than or equal to -1.5%; OR the most recent year TM is less than -10%</p>	<p>Exceeds: ATTM is positive and the most recent year TM is also positive</p> <p>Meets: ATTM is greater than -1.5%, the trend is positive for the last two years, AND the most recent year TM is positive</p> <p>Does Not Meet: ATTM is greater than -1.5%, but trend does not "meet standard"</p> <p>Falls Far Below: ATTM is less than or equal to -1.5%; OR the most recent year TM is less than -10%</p>	<p>Exceeds: ATTM is positive and the most recent year TM is also positive</p> <p>Meets: ATTM is greater than -1.5%, the trend is positive for the last two years, AND the most recent year TM is positive</p> <p>Does Not Meet: ATTM is greater than -1.5%, but trend does not "meet standard"</p> <p>Falls Far Below: ATTM is less than or equal to -1.5%; OR the most recent year TM is less than -10%</p>
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D.05 Performance Monitoring

The sponsor will send timely information to its sponsored school on the process, methods and timing of reporting school performance and compliance data, as well as any updates or modifications needed due to its review of federal and/or state law, school data, and Ohio's accountability system.

Reports on academic data for all measures will be required and submitted to Sponsor for Fall, Winter and Spring data within two weeks of the completion of the assessment.

Two on-site reviews will be held three months apart while school is in session on an annual basis. Each will include classroom observations, review of documents, and interviews with school employees, including at least one administrator and one or more instructional staff, as

² "Total margin" measures the deficit or surplus a school yields out of its total revenues; in other words, it measures whether or not the school is living within its available resources. The total margin is important to track, as schools cannot operate at deficits for a sustained period of time without risk of closure. The aggregate three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations. The performance of the school in the most recent year, however, is indicative of the sustainability of the school; thus, the school must have a positive total margin in the most recent year to meet the standard. The total margin is the net income divided by the total revenue. The aggregate total margin is the total three-year net income divided by the total three-year revenues.

well as three stakeholder groups. Reviewers will evaluate and discuss student performance data, including data provided to the sponsor with school officials.

Schools will be provided a written report after each review. Each report will document the school's compliance with all applicable laws, rules, contractual obligations and academic performance measures, and identify areas in need of improvement and the actions the school must take, with specified steps and timeframes. The report also recognizes each school's areas of strength. The school must send, and the sponsor review, status updates, including dates and results, on improvement actions.

Appendix I

- Detailed description of each facility used for instructional purposes, containing the address and grades served;
- Annual costs associated with leasing each facility, paid for by or on behalf of the school, if applicable;
- Annual mortgage principal and interest payments that are paid by the school, if applicable;
- Name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the management company, if any; and
- If the school leases property from the operator, addendum to lease with verification from independent professional in the real estate field that, at the time the lease was agreed to, the lease was commercially reasonable. Applies only to new or renewed leases, not to leases already agreed to at the time this Contract becomes effective.

LEASE AGREEMENT

THIS LEASE (the "Lease") is entered into by and between **Most Rev. Nelson J. Perez, Bishop of the Catholic Diocese of Cleveland as Trustee for St. Mary Parish, 309 Seventh Street, Lorain, Ohio 44052** (the "Lessor") and **Lorain Bilingual Preparatory Academy, an Ohio non-profit corporation** (the "Lessee"). This Lease shall be effective on the date signed by Lessor, if Lessor is last to sign, or on the date signed by Lessee, if Lessee is last to sign (the "Effective Date").

WITNESSETH:

1. PREMISES.

1.1 **Premises Defined.** Lessor holds title to certain property under an implied trust for the benefit of St. Mary Parish, located at 309 Seventh Street, Lorain, Ohio 44052 (the "Parish"), and Lessor does hereby let and lease unto the Lessee, and Lessee hires from Lessor, for the term and upon the payment of the rents and keeping, performance and observance of all the terms, covenants, provisions, conditions and limitations set forth herein, a portion of such property (the "Premises") known as being the portions of the St. Mary Parish School Building (the "Building") located at 307 Seventh Street, Lorain, Ohio 44052, that are graphically depicted in the floor plans attached hereto as Exhibit A. The Premises consists of approximately 43,000 square feet.

1.2 **Parking.** Although not included as part of the Premises, Lessee shall during the Term have a nonexclusive license to use (in common with Lessor, the Parish, and their respective employees, agents, contractors, licensees, lessees, parishioners, occupants, and invitees – collectively the "Lessor Parties") that portion of the Parish parking lot (the "Lot") identified as "Shared Parking" and graphically depicted on the parking diagram which is attached hereto as Exhibit B during the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, and such other times as Lessor may agree, in its sole discretion, to in advance. Under no circumstances shall Lessee utilize the parking area that shall be reserved exclusively for the Parish's use and which is identified on Exhibit B as the "No Parking Zones & Parish Only Spaces." Lessee acknowledges that the Parish will have continued use of the Lot for its own uses and functions, including without limitation, regularly scheduled masses, liturgies, and parish meetings. Lessee agrees that its use of the Lot shall not unreasonably hinder or interfere with the use of the Lot by the Lessor or other Lessor Parties. The parties agree that the Parish and Lessee shall work cooperatively regarding the use of the Lot in the event of a special event, including without limitation, funerals and other unscheduled liturgies and other Parish activities such as the Parish Lenten fish fries.

1.3 **Traffic Patterns.** Lessee shall, prior to occupancy, prepare and submit to the Parish for its approval a Parking Lot Safety Plan detailing the directional flow of traffic for student drop-offs and pick-ups, the safety measures to be taken during recess and all other school activities involving in any way the use of the Lot, as well as the signage and barriers to be used to effectuate the traffic and safety plans.

4. **RENEWAL TERMS.** Provided that Lessee is not in default of this Lease, Lessee shall have the right to elect to renew the Term of this Lease for an additional period of time (the "Renewal Term") equal to the lesser of (i) five (5) years or (ii) the number of years left on Lessee's charter contract to operate a school. Lessee shall exercise this right, if at all, by serving upon Lessor notice on or before January 2, 2023. The Renewal Term shall be on a monthly base rent equal to 102% of the base rent in effect as of the last month of the Term, and all the other terms and conditions of this Lease shall be applicable except that Lessee shall have no further right to renew or extend this Lease.

5. **RENT.**

5.1 **In General.** Lessee agrees to pay to Lessor rent for the use and occupancy of the Premises ("Rent"). Rent shall be paid without demand, deduction or setoff, on or before the fifth (5th) day of each and every calendar month (prorated for any partial month) and shall be paid directly to the Parish at the place which notices are required to be sent hereunder. The agreement to pay Rent hereunder is independent of any other agreement contained in this Lease. Rent payments made after the tenth (10th) day of the month shall be assessed a late fee equal to five percent (5%) of the outstanding amount.

5.2 **Rent.** As Rent during each year of the term of this Lease, Lessee shall pay Lessor the amounts set forth as follows:

- July 2018 through June 2019: equal installments of \$10,500 per month, with the installment of Rent for July 2018 being paid upon execution of this Lease
- July 2019 through June 2020: equal installments of \$11,000 per month
- July 2020 through June 2021: equal installments of \$11,500 per month
- July 2021 through June 2022: equal installments of \$12,000 per month
- July 2022 through June 2023: equal installments of \$12,500 per month

5.3 **Security Deposit.** Lessee shall deposit with Lessor the sum of \$10,500 (the "Security Deposit") immediately upon execution of this Lease as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default. If any portion of the Security Deposit is so used or applied, Lessee shall, within five (5) days after written demand therefor, deposit funds with Lessor in the amount sufficient to restore the Security Deposit to its original amount. Lessor shall not be required to keep the Security Deposit separate from its general funds and Lessee shall not be entitled to interest on such deposit. If Lessee shall fully and faithfully perform its obligations under this Lease, the Security Deposit or any balance thereof shall be returned to Lessee at the expiration of the Lease Term and/or within sixty (60) days after the Lessee's vacation of the Premises, unless such vacation is an event of Lessee's default.

6. **PURPOSE, USES, AND COMPLIANCE WITH LAWS.** Lessee shall bear full responsibility for the operation and use of the Premises, and ensure its use is exclusively limited

8.1.2 Repairs Necessary for Occupancy and Compliance with Law. Lessee shall be responsible, at its sole cost, for making any and all repairs, modifications, alterations or additions to the Premises that may be required by any Applicable Laws, including but not limited to, those necessary in order for the Premises to be used for its intended use or to obtain a certificate of occupancy or to comply with any applicable building codes, fire/health and safety codes, with the Americans with Disabilities Act (as amended) or any similar state law, if and when applicable. The foregoing notwithstanding, in the event Lessee does not want or is unable to make any repair contemplated in this Section 8.1.2, Lessee may terminate the Lease upon thirty (30) days notice to Lessor in accord with Section 26 of this Lease. In such a case, the Lease shall terminate as though it had expired and neither Lessor nor Lessee shall have any further obligation to one another with respect to any charges except that Lessee shall remain responsible for any charges, reimbursable expenses, or any obligations owed under the Lease which may have accrued prior to the termination.

8.1.3 Repairs Necessitated by Lessee's Negligence or Fault. Lessee shall be responsible for promptly repairing any damage caused by its own negligence or intentional acts or by the negligence or intentional acts of those for whom it is responsible, including, but not limited to, its employees, agents, students, contractors, invitees, and licensees. In the event such damage occurs, Lessee shall immediately notify Lessor of the damage and shall promptly submit for Lessor's approval any and all plans for the repair of such damage prior to undertaking the same. The obligations placed on Lessee hereunder shall not apply to any damage to the extent caused by Lessor, its employees, agents, contractors, licensees, invitees and guests.

8.2 Lessor's Obligations. Except as otherwise provided for in this Lease, Lessor, at its expense, shall make all repairs and maintenance and make all replacements as are necessary to keep in good order, condition, and repair (i) the roof and all structural elements of the Premises, (ii) all building mechanical systems, (iii) all exterior elements of any buildings on the Premises, and (iv) the parking areas, drives, and other exterior improvements located on the Premises.

8.3 Snow Removal. The Lessee shall be responsible for procuring all snow plowing necessary to clear the parking lots and driveways serving the Premises. The Lessee shall be responsible for keeping all walkways and entranceways clear and free of snow and ice.

8.4 Trash Removal. Lessee shall be responsible for procuring all trash removal necessary to serve the Premises. Lessee warrants that it will not use the Parish trash facilities currently located in the Parking Lot.

8.5 Lawn Cutting and Landscaping. Lessee shall be responsible for procuring all lawn cutting and routine/ordinary landscape maintenance serving the Premises.

9. MECHANIC'S LIENS. Lessee shall not permit any mechanic's, laborers', materialmen'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 solely for Lessee or under Lessee's control. If any such

showing the Premises to prospective purchasers, tenants, or lenders; or (iv) confirming that the Lessee is complying with all terms of this Lease. Lessor shall use reasonable efforts not to interfere with Lessee's use of the Premises. Lessee retains the right to accompany Lessor any time Lessor is on the Premises, provided Lessee does not hinder or obstruct Lessor in accomplishing Lessor's purpose.

14. **EXPIRATION.** Lessee will surrender and deliver up the Premises upon the expiration or termination of this Lease in as good order and condition as the same now are, or may be put by the Lessor, reasonable use and natural wear and tear thereof, and damage by fire and unavoidable casualty, excepted. Any trade fixtures or personal property which Lessee fails to remove prior to the expiration or termination of this Lease shall be deemed abandoned.

15. **INSURANCE.**

15.1 **Lessee's Insurance.** The Lessee under this Lease shall fully insure itself, its officers, directors, employees, volunteers and agents with the following coverage forms, limits and policy endorsements: Commercial General Liability insurance with a combined single limit of not less than \$1,000,000.00, per occurrence, providing coverage for personal injury, bodily injury, including death and property damage, covering Lessee's use and occupancy of the Premises and its operations thereon. Insurance to be obtained from an "A" rated provider licensed in the State of Ohio and shall provide as follows:

- i) The policy shall name as additional insured: the Lessor, the Catholic Diocese of Cleveland and St. Mary Parish (Lorain), as their interests appear.
- ii) Provide that the insurance shall be primary payer insurance and not contributory to any other insurance available to the additional insured with respect to the claims arising out of this Lease and that the insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.
- iii) Provide that Lessor shall be given advance written notice of the cancellation, non-renewal or reduction of coverage.

A Certificate of Insurance evidencing all coverages and endorsements set forth above shall be furnished to Lessor upon request. Not less than ten (10) days prior to the expiration of such policy, a renewal policy or copy thereof shall be delivered to Lessor.

15.2 **Lessor's Insurance.** Lessor shall, throughout the Term, maintain Commercial General Liability insurance with a combined single limit of not less than \$1,000,000.00, per occurrence, providing coverage for Lessee's use and occupancy of the Premises pursuant to Section 1.4 of this Lease.

apply, then Lessor shall defend Lessee by counsel reasonably satisfactory to Lessee and pay all costs, and expenses incurred or paid by Lessee in connection therewith, failing which the entire amount thereof together with Lessee's reasonable attorneys' fees in connection therewith shall be added to Lessor's agreement to indemnify Lessee and shall bear interest at the rate of ten percent (10%) per annum.

Lessee acknowledges that in agreeing to indemnify Lessor pursuant to this section, it is waiving, as to Lessor, any immunity it may have pursuant to Ohio workers compensation law, whether statutory or constitutional, including but not limited to Ohio Revised Code §4123.74.

The provisions of this Section 17 shall survive the expiration or termination of this Lease.

18. DEFAULT AND TERMINATION.

18.1 **Default.** The following shall be deemed an event of default on the part of the Lessee:

- i) Failure to comply with section 3.2, 6, 10 or 12 of this Lease;
- ii) Failure to do any of the following: (i) pay Rent as required under Section 5.1 of this Lease within five (5) days after Rent becomes due; (ii) pay Rent on the date set forth in Section 5.1 of this Lease more than three (3) times during any twelve (12) month period; or (iii) pay Rent on the date set forth in Section 5.1 of this Lease more than a total of 6 times during the Term;
- iii) Failure of Lessee to remove any liens or encumbrances placed on the Premises as a result of obligations or debts of the Lessee as set forth in section 9 above;
- iv) Abandonment of the Premises by the Lessee, by leaving the Premises or a substantial portion thereof, vacant or deserted for a period of over thirty (30) consecutive days, except in the event of any Alteration or casualty which requires the Premises to be vacated for such a period of time.
- v) Failure to comply with any other provisions of this Lease for thirty (30) days after written notice thereof by Lessor; provided that if the nature of such Default is such that the same cannot reasonably be cured within such period, Lessee shall not be deemed to be in Default if Lessee shall within such period commence to cure such Default and thereafter diligently prosecute the same to completion;
- vi) Lessee becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or makes an assignment for the benefit of creditors.

18.2 **Occurrence of Default.** Upon the occurrence of a default by Lessee, Lessor may, without prejudice to any other remedies, peaceably re-enter and take possession of the Premises. At any time during which Lessee is in default, Lessor may also terminate this Lease, without

brokerage fee which Lessor has paid or will be obligated to pay to any broker relative to this Lease, amortized over the Term or any renewal term for which the brokerage fee is owed.

18.5 Personal Property of Lessee. If, at any time, this Lease terminates, whether as a result of any Default by the Lessee, termination by Lessor, or simply by the expiration of the Term, the Lessee shall promptly remove all personal property from the Premises. By failing to remove any such personal property within thirty (30) days after the termination of this Lease, Lessee shall be deemed to have forever abandoned such property and Lessor may remove and dispose of the same in any manner it chooses. In no event shall Lessor be responsible for the preservation or safekeeping of Lessee's property.

19. DAMAGE OR DESTRUCTION. In the event that the Premises shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, Lessee shall thereupon surrender possession of the Premises to the Lessor, and thereupon this Lease shall cease and be utterly void without further obligation on either party hereto, with the exception of any claims or causes of action resulting from any acts or omissions on the part of the Lessee.

20. POSSESSION AND CONDITION OF THE PREMISES. Lessee has thoroughly examined and is familiar with the condition of the Premises. Lessee acknowledges that no representation as to the condition or repair thereof, including but not limited to any representation regarding the suitability of the Premises for Lessee's intended use and occupation of the Premises, has been made by Lessor, or Lessor's property manager, agents or employees. Lessee understands and acknowledges that it is Lessee's sole duty to determine whether the Premises is suitable for its intended use and to determine the application of any zoning code or other laws and regulations pertaining to Lessee's intended use of the Premises.

Lessee hereby agrees to accept and take possession of the Premises in its "AS-IS," PRESENT CONDITION and "WITH ALL FAULTS." LESSOR AND LESSEE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR LESSEE'S INTENDED COMMERCIAL PURPOSE, AND LESSEE'S OBLIGATION TO PAY RENT HEREBUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LESSOR OF ITS OBLIGATIONS HEREBUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LESSEE SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LESSOR OF ITS DUTIES OR OBLIGATIONS HEREBUNDER, WHETHER EXPRESS OR IMPLIED.

21. QUIET ENJOYMENT. Lessor hereby covenants and agrees that upon Lessee's performance of all the covenants, conditions and agreements herein stipulated to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Premises without any manner or hindrance from Lessor, or any person or persons claiming by, through or under, Lessor.

22. SUCCESSORS OF THE PARTIES. This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, but nothing in this

shall affect any breach or default other than the breach or default specified in the express waiver and that only for the time and to the extent therein stated.

26. **NOTICE.** Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing and shall be deemed given to each party at the following addresses or fax numbers, in the case of a faxed notice: (a) if delivered personally (including by overnight express or messenger), upon delivery; (b) if delivered by registered or certified mail (return receipt requested), upon the earlier of actual delivery or three days after being mailed; or (c) if given by facsimile, upon confirmation of transmission by facsimile.

Lessor:

St. Mary Church
Attn: Pastor or Administrator
309 Seventh Street
Lorain, OH 44052

Fax: (440) 246-0804

Lessee:

Lorain-Bilingual Academy
Attn: General Counsel
1650 Tysons Blvd., #600
McLean, VA 22102

Fax: (703) 991-8930

With a copy to:

Diocese of Cleveland Legal Office
1404 East Ninth St. – Suite 701
Cleveland, OH 44114

Fax: (216) 781-7732

27. **SIGNS.** Lessee may erect such signs upon the Premises for Lessee's school operating on the Premises, including without limitation temporary exterior banner signage, as may be in compliance with appropriate local government regulations respecting such and as may be approved by the Lessor in advance, in writing, of which such approval will 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 Lessee 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 Lessee's use of the Premises.

certificate stating: whether this Lease is in full force and effect; whether this Lease has been modified or amended and, if so, identifying and describing any such modifications or amendments; the date to which the Rent has been paid; whether Lessee knows of any default on the part of the Lessor or has any claim against Lessor and, if so, specifying the nature of such default or claim; and such other matters as may reasonably be requested by the recipient thereof.

37. **ATTORNMENT.** In the event of any foreclosure of any mortgage on the Premises, Lessee shall attorn to the purchaser at the foreclosure sale. Lessee shall execute and deliver, within 10 days after written request by Lessor, an instrument providing for such attornment that includes such terms and conditions as may be reasonably requested by Lessor or any mortgagee of the Premises.

38. **OHIO LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

39. **LIMITATION ON LIABILITY.** Notwithstanding the fact that the Bishop of the Catholic Diocese of Cleveland owns the Premises, the Parish is the beneficial owner of the Premises and has full use and control of the Premises. Consequently, Lessee agrees and acknowledges that the Parish is solely responsible for fulfilling Lessor's obligations hereunder. Lessee waives and releases the Catholic Diocese of Cleveland from any and all claims, injuries, damages, fines, liens, judgments, penalties, liabilities, causes of action, losses, costs or expenses, including, without limitation, any and all sums paid for attorneys' and professional fees and litigation costs, that Lessee may have against the Catholic Diocese of Cleveland as a result of any failure of the Parish to fulfill the obligations and agreements of the Lessor. In addition, if Lessee obtains a judgment for any claim under this Lease, such judgment shall be satisfied solely out of the Premises and the assets of the Parish, and Lessee shall have no right or claim against any assets of the Catholic Diocese of Cleveland or the Bishop of the Catholic Diocese of Cleveland.

40. **COUNTERPART SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document. This Lease may be transmitted between the parties hereto by facsimile or in ".pdf" format via email, and the parties hereto intend that "fax" or emailed signatures shall constitute original signatures and any "faxed" or emailed Lease containing the signature (original or "faxed" or emailed) of a party hereto shall be binding upon such party.

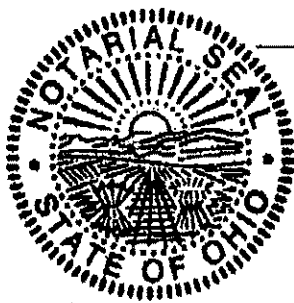
41. **BROKER COMMISSION.** Lessor hereby represents to the Lessee that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease other than with Allegro Realty Advisors (the "Broker"). Lessee hereby represents to the Lessor that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease. Lessor agrees to pay all amounts owed to the Broker, pursuant to the separate written agreement by and between Lessor and the Broker.

Lessor and Lessee hereby each indemnify the other against all costs, expenses, reasonable

STATE OF OHIO)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Most Rev. Nelson J. Perez, Bishop of the Catholic Diocese of Cleveland who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his capacity as Trustee for St. Mary Parish (Lorain, Ohio).

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 30th day of June, 2018.



Kevin T. Burke
NOTARY PUBLIC

KEVIN T. BURKE, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

STATE OF OHIO LORAIN)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named AWILDA Agosto, the Board President of The Lorain Bilingual Academy duly authorized, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and of said corporation or entity.

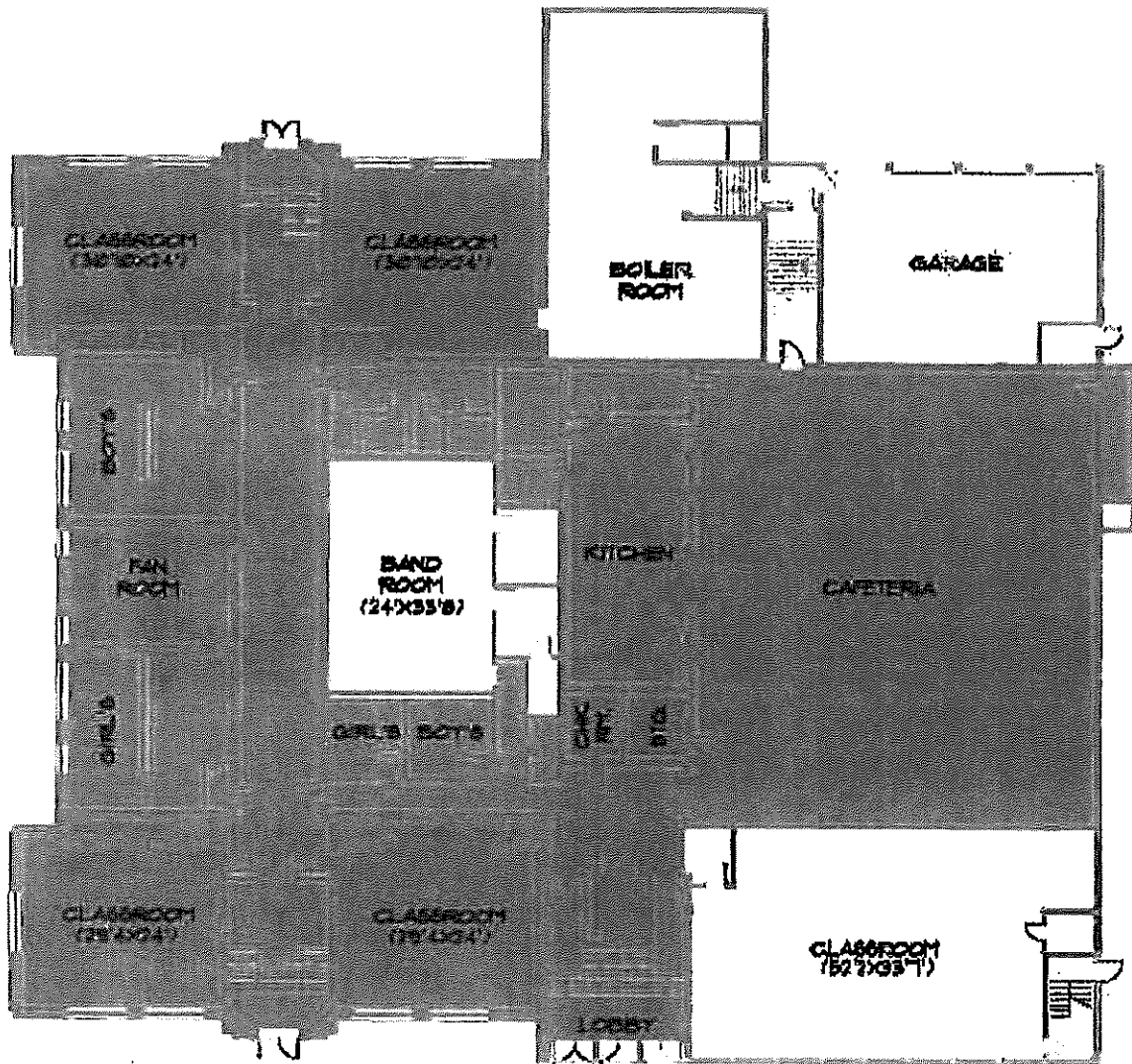
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 2nd day of July, 2018.

Nicole K Shinsky
NOTARY PUBLIC



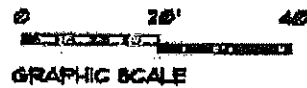
NICOLE K. SHINSKY
Notary Public, State of Ohio
My Commission Expires
December 22, 2018

Exhibit A
Leased Areas (the "Premises") shown in Blue

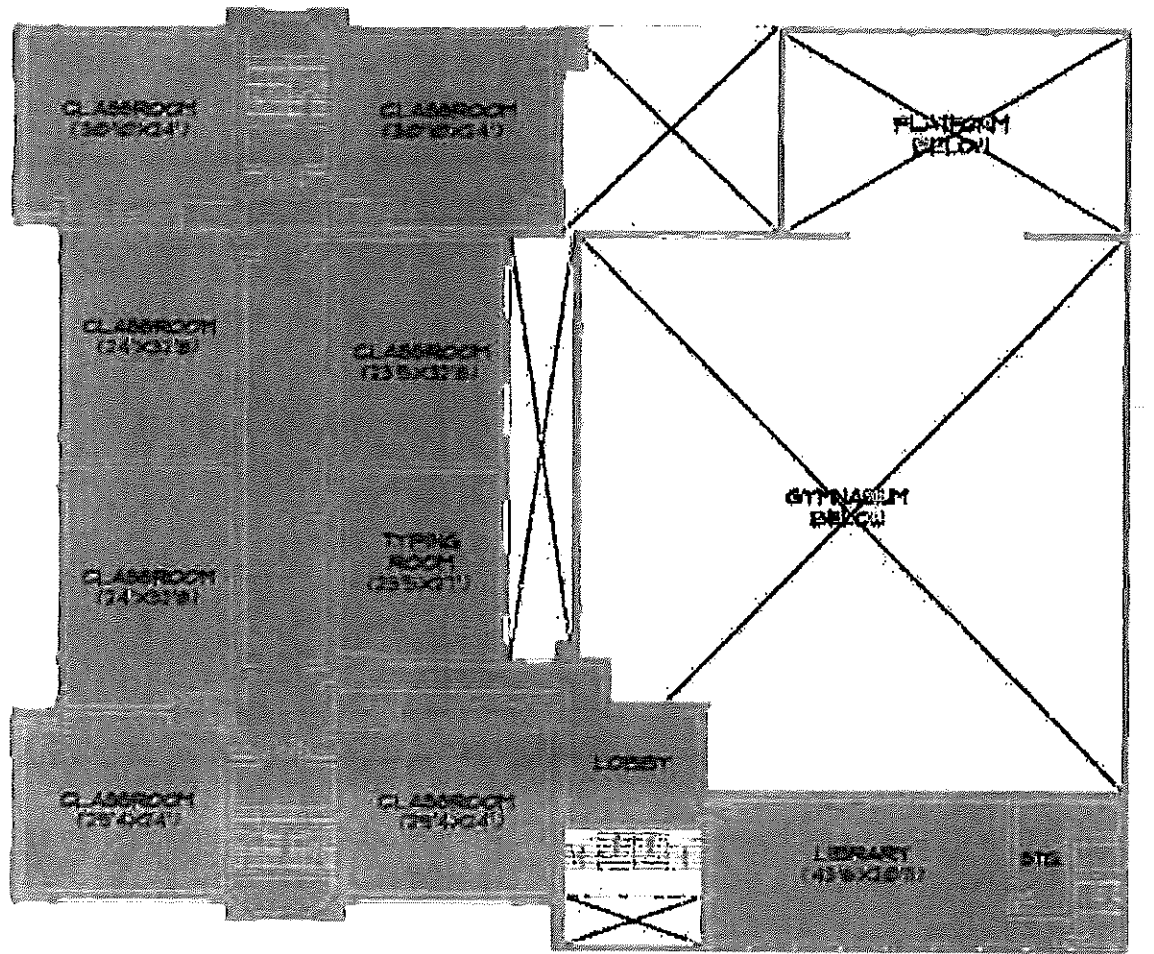


BASEMENT FLOOR PLAN

1" = 20'-0"



LEASE AREA: 13,951 SF



SECOND FLOOR PLAN

1" = 20'-0"



GRAPHIC SCALE



NORTH

LEASE AREA: 10,714 SF

APPENDIX J

- Suspension and closing procedures

School Name: Lorain Bilingual Preparatory Academy

Sponsor Name: Richland Academy of the Arts

Suspension or Closing:

To the extent that the School Governing Authority and/or the School's fiscal officer is unable or unwilling to execute its responsibilities in effecting an orderly suspension or closure of the School, the Sponsor shall assume part or all of such tasks to full extent possible.

CLOSING PROCEDURES ASSURANCE DOCUMENT

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

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

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

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

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


David Arredondo (Jun 20, 2024 17:07 EDT)
School Governing Authority President

06/20/2024
Date

Natalee M. Long
Designee

06/21/2024
Date


Treasurer

20/06/24
Date



Community Schools: School Suspension and/or School Closing Procedures

Effective date: July 1, 2010

Revised: April 2023

Community school sponsors primarily are responsible for ensuring an orderly process is followed when a school closes, or operations are suspended.

Statutory Requirement for Closure

Under state law ([Ohio Revised Code 3314.023](#)), community school sponsors must monitor and oversee their schools' compliance with law, administrative rules and contract provisions, including requirements related to school closure. Specifically, ORC 3314.023 requires:

- *A sponsor shall provide monitoring, oversight, and technical assistance to each school that it sponsors. To provide monitoring, oversight, and technical assistance . . .*
- *[Sponsors] Having in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.*

Suspension Statute

[ORC 3314.072](#) establishes the conditions under which a school may be suspended, along with a school's procedural rights. Provisions include:

- *For any of the reasons prescribed in division (B)(1)(a) to (d) of section 3314.07 of the Revised Code, the sponsor of a community school established under this chapter may suspend the operation of the school only if it first issues to the governing authority notice of the sponsor's intent to suspend the operation of the contract. Such notice shall explain the reasons for the sponsor's intent to suspend operation of the contract and shall provide the school's governing authority with five business days to submit to the sponsor a proposal to remedy the conditions cited as reasons for the suspension.*
- *The sponsor shall promptly review any proposed remedy timely submitted by the governing authority and either approve or disapprove the remedy. If the sponsor disapproves the remedy proposed by the governing authority, if the governing authority fails to submit a proposed remedy in the manner prescribed by the sponsor, or if the governing authority fails to implement the remedy as approved by the sponsor, the sponsor may suspend operation of the school pursuant to procedures set forth in division (D) of this section.*
- *If division (B) of this section applies or if the sponsor of a community school established under this chapter decides to suspend the operation of a school as permitted in division (C)(2) of this section, the sponsor shall promptly send written notice to the governing authority stating that the operation of the school is immediately suspended and explaining the specific reasons for the suspension. The notice shall state that the governing authority has five business days to submit a proposed remedy to the conditions cited as reasons for the suspension or face potential contract termination.*
- *Upon receipt of the notice of suspension prescribed under division (D)(1) of this section, the governing authority shall immediately notify the employees of the school and the parents of the students enrolled in the school of the suspension and the reasons therefore and shall cease all school operations on the next business day.*



assurance reports until all items on the form are complete and the suspension and closing assurances form is submitted via Epicenter. The quarterly submissions shall include, in the "Notes" column, a narrative explaining any delays. For items in which the sponsor believes is "non-applicable" to the school, the sponsor must provide a justification in Column H of the Suspension and Closing Assurance Form.

If refunds are generated later, the sponsor shall follow the instructions in the Preparation of Itemized Financials section of the report and complete the Final Payments and Adjustments section.

Additional Resources

Additional information regarding best practices from The National Association of Charter School Authorizers is available [here](#).

Submission Instructions


Sponsors must submit the Quarterly Suspension and Closing Assurance Report and the completed Suspension and Closing Assurance Form for each suspended and/or closed community school. By completing the Certification tab, sponsors attest that all necessary notifications and actions are completed.

Submit the (1) Suspension and Closing Assurance Reports quarterly using the submission type: Quarterly Suspension and Closing Assurance Reports; and the (2) completed Suspension and Closing Assurance Form with its Certification tab using the submission type: Suspension and Closing Assurance Form. Upload the files to Epicenter following the process below:

1. Log in to Epicenter at <http://epicenternow.org/>.
2. Click the Sign In link at the top of the page.
3. Enter your username and password.
4. Click Document Center.
5. On the Document Center page, click the Submission Upload button.
6. For Entity Type, select school.
7. For Submission Type, select either the "Quarterly Suspension and Closing Assurance Reports" or the "Suspension and Closing Assurance Form." Final closure assurance forms should be submitted by sponsors using submission type "Suspension and Closing Assurance Form."
8. For Entities, select the appropriate school by checking the box next to the school's name.
9. Enter the required information.
10. Click the Upload New File button to upload your document.
11. (Optional) Type a brief message to the reviewer.
12. Click Submit.

The Certification/Signature tab must include electronic signatures or original handwritten signatures. If printed and original signatures are obtained, the certification page must be uploaded to Epicenter along with the completed spreadsheet.

The OCS consultants use Epicenter to access your submissions. Please contact your lead consultant if you have additional questions or if you are unable to view any of the information described above



Community school sponsors are responsible for securing all records prior to closing and maintaining records in accordance with all applicable retention schedule.

Should you have any questions, please contact your lead consultant or the Office of Community Schools at Community.Schools@education.ohio.gov.

Please note:

- A. For each task, sponsors must indicate whether the task is applicable in column G of the Suspension and Closing Assurance Form. If the task is **not applicable**, the sponsor must provide a justification for that determination in column H.
- B. The initial quarterly suspension and closing assurance report submitted in Epicenter must include an estimated completion date for each task (see column I). Be sure to follow the dates required by law or required by this document. If needed, update the estimated completion dates on future quarterly suspension and closing reports.
- C. Quarterly suspension and closing assurance reports are due in Epicenter on or before July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1. As tasks are completed, provide a completion date in Column J.
- D. The quarterly submissions shall include, in the "Notes", column K, a narrative explaining any delays.
- E. Besides the Quarterly Suspension and Closing Assurance Reports and the completed Suspension and Closing Assurance Form with its Certification tab, sponsors should submit separately to Epicenter: (1) the board resolution indicating suspension or closure, and (2) the estimated timeline for suspension and closure.



Section B: Timeline of suspension or closure process

- 1. Provide an estimated timeline of the suspension or closure process that includes all information contained in the suspension and closure procedures.**
 - a. Submit via Epicenter a clear and detailed written timeline of the actions and tasks that will take place to ensure the transition of students, staff and the suspension or closing of the schools' business. Submission of the first quarterly suspension and closing assurances form with Column I (Estimated Dates of Completion) filled out can serve as the detailed written timeline required for this action item.
 - i. In the case of mid-year suspension or closure, submit an estimated timeline within 10 days of the suspension or closure.
 - ii. In the case of suspension or closure at the end of the school year, include an estimated timeline when submitting the first quarterly suspension and closing assurances report.

Section C: Parent Notification

- 1. Notification to parents of community school suspension or closure**
 - a. Notify parents that the school is suspending or closing through a formal letter from the school's Governing Authority within 24 hours of action in the case of mid-year suspension or closure; no later than March 1 in the case of nonrenewal under ORC 3314.07(B); and in any other case, notify parents no later than April 15. The letter must include but not be limited to the reason for the suspension or closing of the school, sponsor contact information, options for enrolling in another community school, traditional school or nonpublic schools and contact information.
- 2. Provide each parent with the location to where the child's records are delivered.**
 - a. The notification must include, but not be limited to; address and phone number, department and contact information of the resident districts to where the records are being delivered to.
- 3. Provide each parent with the contact information of the school's sponsor.**
 - a. The notification must include the contact information of the school's sponsor.
- 4. Information meeting regarding educational options for students**
 - a. Notify parents of an informational meeting, where the school will present education options to students for enrolling in another community school, traditional school, or nonpublic school.
 - b. Convene parents and/or guardians to discuss the school enrollment process for the regional district. If possible, representatives from the school, sponsor, resident districts, and/or community schools should be present to answer questions primarily of the school choice/enrollment for the next year.

Section D: Staff Notification

- 1. Notify the teachers and staff that the school is suspended or closing.**
 - a. In the case of a mid-year suspension or closure, notify teachers and staff that the school is suspending or closing through a formal letter from the school Governing Authority within 24 hours of the action. The letter must include but not be limited to, the reason for the suspension or closing of the school, and if applicable, the status of appeals or legal action. Additionally, in the case of a mid-year suspension or closure, provide a second notification to the teachers and staff no later than 7 days after the initial notice. The letter must include, 1) plans to assist students in finding new schools; 2) date of last salary check, 3) instructions on filing for unemployment benefits, 4) date of termination of employees' benefits, 5) last day of work, 6)



Section E: Secure all school records, property, and assets.

- 1. Take control of and secure all school records, property, and assets immediately when the school is suspended or closed.**
 - a. In the case of mid-year suspension or closure, secure all records (student, administrative/financial, staff), property, and assets within 24 hours of notice of suspension or closure.
 - b. If the building's landlord seizes the facility and its contents, or when a governing authority reneges on its obligations or other unforeseen circumstances, legal action may be necessary. The sponsor must share any such circumstance with the sponsor's OCS assigned consultant as quickly as possible.
 - c. In the case of suspension or closure at the end of the school year, begin securing all records and assets immediately under the oversight of the sponsor.
 - i. The sponsor should review the status of all records and assets no later than May 1 prior to suspension or closure.
 - ii. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*

Section F: Student Records

Student records include but are not limited to: documents normally found in permanent record folders that are necessary for these reviews and audits, include attendance records that detail enrollment and attendance history; grades and grade levels achieved; transcripts, particularly for students enrolled in grades 9-12 and for graduates of the school; proof of residency documents that identify a student's home district; two reports, one with names and SSID numbers, and one with SSID numbers only; special education folders; and other such information that may be maintained and kept in a student permanent record folder.

- 1. Ensure student records are in order and transcript materials can be provided immediately.**
 - a. Organize records by grade level and district of residence.
 - b. Student names and SSID must be displayed clearly.
 - c. Prepare to deliver all students records to students' districts of residence within seven days of suspension or closure.
 - i. *As a best practice, sponsors are advised to periodically review records of graduates, including lists and transcripts to ensure the school can deliver records as required by statute.*
- 2. Scan or make a copy of all CURRENTLY enrolled student's records and provide a listing by residential district.**
 - a. Maintain a list in alphabetical order of the currently enrolled students by residential district.
 - b. Scan or make a copy of each currently enrolled student's records.
 - c. Scan or make a copy of each student's record, by residential district, in alphabetical order.
 - d. The community school shall maintain copies of records necessary to conduct the FTE review and final Auditor of State audit.
- 3. Organize all withdrawn student files by district.**
 - a. Maintain a list of all withdrawn students, in alphabetical order, by residential district.
 - b. Provide each withdrawn student's records, by residential district, in alphabetical order, to the residential district within seven days of suspension or closure.



- d. Obtain a signed delivery receipt from the residential district with the printed name and signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.

10. Deliver the student records of all withdrawn and graduates to each student's district of residence (with printed list of included students) and obtain signed delivery receipt.

- a. Provide the district of residence with a printed list of all student records they are receiving.
- b. Records must be placed in a box in alphabetical order.
- c. Place a printed list of the student records on the outside of each box of records.
- d. Obtain a signed delivery receipt from the residential district with the printed name, signature of the person receiving the records.
- e. Provide the sponsor with an updated list indicating the delivery information within 24 hours of delivery.
 - i. This list must include delivery verification receipts, names of individuals receiving the records, the signatures of said individuals and the date of receipt when student records were delivered.



5. Review of budget and cash balances to ensure funds through closure process.

- a. Review budget and current-year expenditures to date to ensure that funds are enough to operate the school through the end of the school year, if applicable.
- b. Emphasize the legal requirement to limit expenditures to only those in the approved budget, while delaying approved expenditures that might no longer be necessary until a revised budget is approved.
- c. Acknowledge that there are unique expenditures associated with school closure and that the parties will meet to identify these expenditures and funding sources.
- d. Ensure that the school continues to collect revenues included in the school's budget, if applicable.
- e. Make revisions to closure and associated expenses while prioritizing continuity of instruction. The revised budget should include funding to ensure the school's treasurer is engaged to complete the closure process.

6. Terminate Operator (EMO/CMO) Agreement

- a. Review the operator agreement and take steps needed to terminate the agreement at the end of the school year or when the charter contract expires. Actions include:
 - i. Request a final invoice from the operator and a final accounting of any retained school funds and the status of grant funds.
 - ii. The school and the operator should agree upon how the company will continue to provide educational services until the last day of instruction.
 - iii. The school and the operator agree when other services including business services will end.

7. Notify all funding sources, charitable contributors, grants, etc.

8. Final Reporting of all EMIS items (staff, student, and fiscal)

- a. The community school governing authority's designees (school administration, treasurer, fiscal officer, etc.) must report all necessary information regarding students, staff, financials, etc., in EMIS. Please check the EMIS Manual and reporting schedule for details.

9. Preparation of year-end financial statements

- a. The community school governing authority's treasurer or fiscal officer, or the sponsor in the absence of the governing authority, must review and prepare the itemized financials (subject to revision based on Auditor of State's final audit) to include year-end financial statements, notes to the financial statements and federal awards, if applicable. These financials should include the following items:
 - i. Cash analysis (taking the previous month's recap and reconciliation of bank accounts to books) for determination of the cash balance as of the closing date.
 - ii. List of investments in paper (hard copy) format.
 - iii. List of all payables and indicate when a check to pay the liability clears the bank.
 - iv. List of all unused checks (collect and void all unused checks).
 - v. List of any petty cash.
 - vi. List of bank accounts, closing the accounts once all transactions are final.
 - vii. List of all payroll reports including taxes, retirement, or adjustments on employee contract.
 - viii. Lists of all accounts receivable.
 - ix. List of assets and their disposition



available, a bill of sale. Completion within 30 days of closure.

4. Separate identification of Federal assets purchased with NSLP funds.

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, is responsible for contacting the Office of Child Nutrition.
 - i. Cafeteria equipment purchased with funds from the National School Lunch Program can only be liquidated through written guidance issued by the Office for Child Nutrition. Contact the Office for Child Nutrition prior to proceeding with any liquidation of equipment. Liquidation should be completed within 30 days of closure.

5. Establish Fair Market Value

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish the fair market (initial and amortized) value following generally accepted business rules in a transparent manner. The Uniform Commercial Code offers guidelines for liquidating assets in a commercially reasonable manner for all state-purchased assets and federally purchased assets that have a value of less than \$5,000 (ORC 1309.627).
 - i. *Note: Essentially, the price should be at the current price in any recognized market at the time of disposition or otherwise consistent with reasonable practices among dealers in the type of property subject to disposition. The school's governing authority's capital assets policy also should be followed. If an asset has no market value and the school is planning to dispose of the asset at a public auction, the school should still place a minimal value on the item.*
 - ii. As a best practice, sponsors are advised to periodically review the schedule of assets and accompanying value to ensure that records are up to date.
- b. In the case of a mid-year suspension or closure, the treasurer should complete the necessary review within seven days (7) of notice. In the case of closure at the conclusion of the school year, review should occur no later than May 1 prior to closure.

6. Designation of Individual with legal authority for payment processing

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must identify staff who will have legal authority for payment processes (checks, cash, credit cards, etc.) and make designation within seven days following notice of suspension/closure.

7. Board approved Disposition plan for assets

- a. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must establish a disposition plan for all remaining assets. Disposition of remaining assets should be completed within 14 days of closure.

8. Notification of Public Auction

- 9. The community school governing authority's treasurer or fiscal officer, or sponsor in the absence of the governing authority, must notify the Office of Community Schools and then the public media (print, media, radio) of the date, time, and location of the asset and/or property disposition auction. Notification shall take place within 30 days' notice of suspension or closure. Board resolution for assets transferred to another public school at no cost.**



Section J: Quarterly Reporting; Dissolving the community school; Notifying the Secretary of State and IRS

1. **Sponsors provide quarterly reports** on the progress made of all suspension and closing procedures.
 - a. Submit this progress report via Epicenter by July 1, July 15 for newly suspended or closed schools, Oct. 1, Jan. 1, and April 1 until suspension or closure process is complete.
2. **The governing authority adopts a resolution to dissolve the school** and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
 - a. The governing authority adopts a resolution to dissolve the school and indicates to whom the school assets purchased with nonpublic funds will be distributed to after all creditors have been paid.
 - b. Unless otherwise provided in the bylaws, the members (if any), or board, vote on the resolution to dissolve.
 - c. A nonprofit corporation is dissolved upon the effective date of its articles of dissolution.
 - d. Consult with the school's attorney for further details.
3. **After the resolution to dissolve is adopted, dissolve the corporation** by delivering to the Secretary of State for filing articles of dissolution setting forth:
 - a. Name of the nonprofit corporation.
 - b. Address of the nonprofit corporation's principal office.
 - c. Date dissolution was authorized.
 - d. If dissolution was authorized by the directors, a statement to that effect.
 - e. If dissolution was approved by the members, a statement of the number of votes cast for the proposal to dissolve.
 - f. Provide additional information the Secretary of State determines is necessary or appropriate.
4. **Notify IRS** of the closing of the school and/or dissolution of nonprofit corporation.