

CERTIFICATION OF RESOLUTION

SPONSOR CONTRACT RENEWAL
2024-2028 TERM

CAPITAL HIGH SCHOOL
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of West Columbus Drop Back In, dba Capital High School, (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 Capital High School Board of Directors adopts the Sponsor Renewal Contract for the 2024-2028 (4 year) term with Educational Resource Consultants of Ohio, Inc. (ERCO), subject to legal review and authorizing Chairman Forte to approve and execute. Submission of the signed contract and attachments will be sent on or before the due date. The Sponsor Renewal Contract for the 2024-2028 (4 year) term is attached as Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the Sponsor Contract Renewal for the 2024-2028 (4 year) term

(without / with) amendments, made by ^{BL}~~C. Gawronski~~ K. Gibson

seconded by R. Hutson.

Board Member Name/Initials	AYE	NAY	Other (abstain, not present)
Kimberly Gibson	✓ KB		
Desmond Bryant			✓
Raymond Hutson	✓ RH		
Chris Gawronski	✓ CG		
Terrence Lawrence			✓
Anthony Forte, Chairman	✓ AF		

Resolution adopted by a vote of the Board on this 16 day of May, 2024.



Anthony Forte, Chairman
Capital High School

EXHIBIT A

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**THE EDUCATIONAL RESOURCE CONSULTANTS
OF OHIO, INC.**

**COMMUNITY SCHOOL SPONSORSHIP
RENEWAL CONTRACT
4 Years**

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COMMUNITY SCHOOL CONTRACT

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This **CONTRACT** is entered into by and between the Educational Resource Consultants of Ohio (**Sponsor**) and the governing authority of West Columbus Drop Back In, dba Capital High School, an Ohio public community school established as a public benefit corporation under Chapter 1702 of the Ohio Revised Code, if established on or after April 8, 2003 or a nonprofit corporation under Chapter 1702 of the Ohio Revised Code if established prior to April 8, 2003 (**Governing Authority**).

WHEREAS Chapter 3314 of the Ohio Revised Code permits the formation and operation of public community schools;

WHEREAS the **Sponsor** has been authorized as a sponsor and has entered into a written agreement under Chapter 3314 of the Ohio Revised Code to sponsor community schools;

WHEREAS the **Governing Authority** is an Ohio public benefit corporation (or Ohio non-profit corporation) with its principal place of business located in Franklin County, Ohio;

WHEREAS Ohio law requires the **Governing Authority** and the **Sponsor** to enter into a preliminary agreement to authorize and create a community school;

WHEREAS the **Governing Authority** and the **Sponsor** wish to state or restate the **School's** Agreement adopted on or before March 15 to operate an Ohio community school and the **Governing Authority's** obligation to carry out all provisions of this Contract and the **Sponsor's** Contract to sponsor the **School**;

WHEREAS the **Governing Authority** and the **Sponsor** entered into a contract setting out the terms of this Contract;

WHEREAS, as required by R.C. 3314.03(E) and through the renewal process, which included a High Stakes Review, the **Sponsor** found that the **School's** compliance with applicable laws and the terms of the Existing Contract, and the **School's** progress in meeting the academic standards in the Existing Contract have been satisfactory; and

WHEREAS, pursuant to the aforementioned review, **Sponsor** desires to extend its relationship through this Renewal Contract;

NOW THEREFORE, in consideration of the mutual benefits provided hereunder and other good and valuable consideration, the **Governing Authority** and the **Sponsor** enter into this Contract with the following terms and conditions. All Attachments to this Contract are incorporated by reference and made a part of this Contract as essential to it.

ARTICLE I
ESTABLISHMENT AND AUTHORITY

- 1.1 **Corporate Formation.** The **School** shall be established as one of the following: (1) a nonprofit corporation established under R.C. Chapter 1702, if prior to April 8, 2003; or (2) a nonprofit public benefit corporation established under R.C. Chapter 1702, if on or after April 8, 2003.
- 1.2 **Good Standing.** The **School** shall maintain in good standing its status as a non-profit corporation, if established prior to April 8, 2003 or its status as a public benefit corporation, if established on or after April 8, 2003.
- 1.3 **Creation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may create and operate a start-up community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. The **Governing Authority** is responsible for carrying out all provisions of the Sponsorship Contract.
- 1.4 **Start-Up or Continuing Start-Up or Conversion Community School.** The **Governing Authority** and the **Sponsor** agree that the **School** is a continuing start-up, X , new start-up, , or conversion of existing public school or educational service center building (*check one*) Ohio public community school subject to the laws of the State of Ohio, applicable federal laws, and the terms of this Contract. If it is a conversion school, any duties or responsibilities of an employee that the board of education or service center governing board is delegating to the **Governing Authority** must be specified in **ATTACHMENT 1**. The delegation to all or any specified group of employees must not be prohibited by any applicable collective bargaining agreement.
- 1.5. **Tax Exempt Status.** The **School** may qualify, but is not required to qualify, as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code. Any change in the tax status of the **School** must be reported in writing to the **Sponsor** within five (5) business days after notice of such change to the **School**, with a copy of such official/governmental notice or letter.
- 1.6 **Corporate Documents.**
- a. The **School** shall provide copies of current corporate documents including: Certificate of Incorporation; Articles of Incorporation; Appointment of Statutory Agent; Code of Regulations; Taxpayer Employer ID Number; and IRS Determination Letter (if any) as part of **ATTACHMENT 1**. The **School's** Organization Chart must be attached as part of **ATTACHMENT 6**. The Organizational Chart must show the structure and relationship between the operator/administrator/employees, and the **Governing Authority**.

- b. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** prior to the effective date of such changes, together with a copy of all documents and filings.
 - c. The **Governing Authority** must meet the strategic goals relating to an Annual Performance Report and Renewal Evaluation Rubric and complete a self-evaluation of its progress. The **School's** self-evaluation is attached as part of **ATTACHMENT 1**.
- 1.7 **Term.** This Contract shall commence for a term beginning on July 1, 2024 and ending on June 30, 2028 ("Term") provided the Ohio Department of Education authorizes Educational Resource Consultants of Ohio, Inc. to operate as a sponsor for the Term.
- 1.8 **Open for Operation.** The **School** will be open for operation by September 30th of each School Year, unless the mission of the **School** is solely to serve drop-out recovery students. If the **School** fails to open by September 30th in its initial year of operation or within one (1) year after the adoption of a contract pursuant to R.C. 3314.02(D), the Contract shall be void, unless the mission is to serve drop-out recovery students.
- 1.9 **School Agreements with Third Parties.**
- a. The **Sponsor** is not liable for the debts of the **School** or the **Governing Authority** to any third parties.
 - b. The Parties to this Contract agree that certain agreements represent significant and material transactions that must be provided to the **Sponsor** in substantial form at least five (5) business days prior to their adoption by the **Governing Authority**. These agreements include:
 - (1) Purchase, sale, lease, or other disposition of any real property; and
 - (2) All agreements in excess of five hundred thousand dollars (\$500,000.00).
- 1.10 **Bond.** To the extent required by R.C. 3314.50, which only applies to schools that initiated operation on or after February 1, 2016, the **Governing Authority** must post a bond in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond, the **Governing Authority** or the Operator may deposit cash in the amount of Fifty Thousand Dollars (\$50,000). In lieu of a bond or a cash deposit, the **School's** Operator may provide a written guarantee of payment, which obligates the Operator to pay the costs of audits of the **School** up to an amount of Fifty Thousand Dollars (\$50,000). Unless agreed to otherwise, the **Sponsor** shall not deposit cash or provide a written guarantee pursuant to R.C. 3314.50.
- 1.11 **Independent Attorney.** The **School** shall comply with R.C. 3314.036, which provides "[t]he governing authority of a community school shall employ an

attorney, who shall be independent from the school's sponsor or the operator with which the school has contracted, for any services related to the negotiation of the community school's contract with the sponsor or the school's contract with the operator."

1.12 **Location.** The **School** is authorized to operate at 640 Harrisburg Pike, Columbus, OH 43223 [address] which shall be the **School's** primary location ("Primary Location"). The Primary Location may not change without modification to this Contract.

a. Prior to the **School** entering or renewing any lease or purchase agreement for real property ("Property Agreement"), the **Sponsor** shall have the right to: (i) inspect and approve the property, and such approval may not be unreasonably withheld or delayed; (ii) reasonably request and review documentation to assess the adequacy of the property; and (iii) review the terms of the Property Agreement prior to execution in accordance with Article I, Section A(4) of this Contract.

b. The **School** shall perform due diligence prior to entering a Property Agreement and may not agree to or enter into any Property Agreement that is either (a) not reasonably reflective of fair market value or (b) above fair market value. The **Governing Authority** may not enter into a lease with an Operator for any parcel of real property until an independent professional in the real estate field verifies that the lease is commercially reasonable at the time of signing. Any lease payments, mortgage payments, or capital improvement costs must be consistent with the yearly budget provided to the **Sponsor**.

c. All Property Agreements and modifications or renewals thereof shall be provided to the **Sponsor** upon execution.

1.13 **Autonomy of School.** **Sponsor** establishes and recognizes the autonomy of the **School**, including its authority over educational programming, staffing, budgets, and scheduling.

ARTICLE II **GOVERNING AUTHORITY/ADMINISTRATION**

2.1 **Governing Authority Duties and Composition.** The **Governing Authority** shall be responsible for carrying out the provisions of this Contract. The **Governing Authority** shall have at least five (5) members who are not owners or employees, or relatives of owners or employees of any for-profit company that operates or manages the **School** and are not members of a school district board of education or employees of a school district or educational service center. All members of the **Governing Authority** must be residents of the State of Ohio and live within 100 miles of the **School**. No person may serve on the **Governing Authority** if prohibited from doing so pursuant to R.C. 3314.02 or any other law, rule, or regulation. **ATTACHMENT 1** includes this information, as well as the **School's** Administrative and Governance Plan, which describes the process by

which future members of the **Governing Authority** of the **School** shall be selected.

- 2.2 **Roster.** The **School** shall maintain and provide to the **Sponsor** a roster of the current **Governing Authority** members. The roster must include information used for **Governing Authority** business, including each member's name, mailing address, email address, home, work and cellular phone numbers.

2.3 **Required Documentation.**

- a. The **School** shall require each **Governing Authority** member to provide the documents identified below.
1. A signed consent to release BCI and FBI background check results to the **Sponsor**.
 2. Copies of the results of both BCI and FBI background checks, which must be repeated every five (5) years, unless the **Governing Authority** member has lived in Ohio for the past five (5) years, in which case only a BCI check must be repeated.
 3. A resume or biographical vitae that accurately reflect experience, education, and other professional competencies related to serving on the **Governing Authority**.
 4. A signed attestation form affirming compliance with all applicable provisions listed in R.C. 3314.02(E).
 5. A list of all other Ohio community school governing authorities on which the person currently serves.
 6. The **Governing Authority** must provide **Sponsor** with annual verification that there are no findings for recovery against any member of the **Governing Authority**, the Operator or any employee or that the findings have been resolved.
- b. The **Governing Authority** agrees to supplement the above information if such information changes during the School Year.

2.4 **Annual Conflict of Interest and Disclosure Statements**

- a. Each member of the **Governing Authority** must annually sign a Conflict of Interest Statement, on a form prepared or approved by the **Sponsor** and adopted by the **Governing Authority** that addresses Ohio's public ethics conflicts laws and rules to the extent that these laws and rules are applicable to community schools.

- b. Each member must annually sign a Disclosure Statement setting forth potential conflicts of interest and names of any immediate relatives or business associates employed within the previous three years by the **Sponsor** or Operator, a school district or educational service center that has contracted with the **School**, or a vendor that has engaged in business with the **School**.

2.5 **Election of Governing Authority Officers.** The **Governing Authority** must hold a meeting each year to approve the election of officers, the calendar of school board meetings, and **School** calendar. The Code of Regulations must provide for the annual election of officers, annual approval of the **School** calendar and annual approval of calendar of School Board meetings, with a minimum of six (6) meeting dates per school year between July 1 and June 30. This calendar of school board meeting dates approved by the **Governing Authority** must be followed, unless extenuating circumstances including, for example, weather, require a change of schedule. The **School** calendar and calendar of school board meetings must be attached as part of **ATTACHMENT 1**.

2.6 **Public Availability of Governing Authority Information.** To promote transparency, the **Governing Authority** agrees to make the following information available at a publicly accessible area in the **School's** administrative office and on the **School's** website:

- a. current list of the **Governing Authority** members and officers;
- b. contact information of **Governing Authority** members for **Governing Authority** business; and
- c. schedule and location of each **Governing Authority** meeting.

2.7 **Meetings.**

- a. School board meetings must be held on at least a bi-monthly basis. The **Governing Authority** shall allow the **Sponsor's** representative to be present during all executive sessions unless discussing either pending or imminent litigation against the **Sponsor** or matters involving attorney-client privilege.
- b. A majority of members of the **Governing Authority** shall constitute a quorum for purposes of conducting official business.
- c. The **School** agrees to provide the **Sponsor** with a written notice of each **Governing Authority** meeting pursuant to the specified schedule and a copy of the agenda at the time it is provided to **Governing Authority** members.

1. Notice of regular meetings shall be provided promptly at least ten (10) business days prior to each meeting.
2. Notice of special meetings shall be provided immediately upon scheduling and at least twenty-four (24) hours before such meetings.
3. Notice of emergency meetings shall be provided immediately upon scheduling.

2.8 Sponsor Prior Approval of Governing Authority Members.

- a. No person shall be eligible to serve until that person provides all required information and documentation to the **Sponsor**.
- b. Each proposed member must be approved by the **Sponsor** prior to appointment as a member counted for quorum and voting purposes. Such approval shall not be unreasonably withheld, conditioned, or delayed.

2.9 Training of Governing Authority Members. All **Governing Authority** members must undergo a minimum of five (5) hours of Board training every two years with the member's first training within three (3) months of election or appointment to the **Governing Authority**. Such training must be approved by the **Sponsor**. Certifications of training must be submitted to the **Sponsor** within ten (10) business days of completion of training.

2.10 Training Plan. As part of **ATTACHMENT 1**, the **Governing Authority** must submit an annual **Governing Authority** training plan.

2.11 Public Records and Open Meetings Laws. All **Governing Authority** members, the Fiscal Officer, the Chief Administrative Officer and administration employees performing general supervisory services must complete annual training in Public Records and Open Meeting Laws.

2.12 Chief Administrative Officer. The Chief Administrative Officer of the **School** shall be the position of _____ Superintendent _____ (Superintendent, Director, Administrator). At the inception of this Contract, the position will be held by _____ Noreen Brown _____. Any change in the identity and/or role of the Chief Administrative Officer shall be reported to the **Sponsor** prior to the beginning of the term or within five (5) business days, together with the results of that person's recently completed criminal background checks, resume, and references.

The **Governing Authority** must submit its School Chief Administrator contract as part of **ATTACHMENT 6**.

2.13 Cooperation and Compliance with Sponsor Oversight. The **Governing Authority** and Administration covenant and agree to cooperate and comply fully

with the **Sponsor** in all activities as required by law and by regulations of the Ohio Department of Education for **Sponsor** oversight and monitoring of the **School** including, but not limited to, the following:

- Opening assurances site visit at least ten (10) days before the first day of student instruction when appropriate and compliance site visits at least two (2) times per year and thereafter, as **Sponsor** determines necessary. The **School** must upload documentation of all verifications of compliance information into **Sponsor's** document exchange system and maintain same in a readily accessible manner.
- Communications regarding audits by the Auditor of State, communications with Department of Education area coordinators, and communications with all outside oversight agencies.
- Complete annual file up-date per checklist of **Sponsor**;
- Monthly review of financials. All financials, operating budgets, assets, liabilities, enrollment records and similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** no later than the 15th of every month for the previous month's financial activity. The reports submitted must include: (1) Cash Fund Report – listing of all funds used showing month and year activity and balances; (2) Revenue Summary – listing of all revenue received for the month and for the year; (3) Check Register – listing of all checks for the month; (4) Cash Reconciliation – book to bank reconciliation of all cash accounts; (5) Outstanding Purchase Order Detail – listing of all Purchase Orders created but unpaid (unless the **Governing Authority** uses an Operator); and (6) Enrollment Records – in the form of monthly FTEs.
- Signed documentation granting access by the **Sponsor** to all data and data systems related to the academic, fiscal, and compliance performance of the **School** shall be submitted to the **Sponsor** within thirty (30) days of the signing of this Contract.
- Prompt response to all appropriate requests for information from **Sponsor**, Department of Education or other government agencies;
- Timely submittal of all required and requested data into the **Sponsor** document management system.
- Mandatory attendance at all **Sponsor** training sessions.
- Maintenance of daily attendance sheets, signed and verified by the teacher(s) and Chief Administrative Officer of the **School**.
- Maintenance of high school drop-out recovery status if applicable.
- Adherence to all deadlines established by **Sponsor**.
- Annual budget approval before the close of **School** year and submittal of annual budget to **Sponsor**.
- Submittal of all **Governing Authority/School** policies and maintenance of up-dated policies in a readily accessible format.
- Have available for review all **School** enrollment data including, but not limited to, attendance records, withdrawals and EMIS reporting.
- Clear communications with **Sponsor** and prompt response to issues raised by **Sponsor**.

- Verification of the number of enrolled students not receiving special education and related services pursuant to an Individual Education Program (IEP).
- Verification of the number of enrolled students receiving special education and/or related services pursuant to an IEP.
- Have available **School's** base formula amount as specified in the **School's** financial plan (budget) for the school year.
- Have available school district of residence of each student under R.C. 3313.64 and/or 3313.65.
- Number of student suspensions and expulsions.
- All material events, changes, omissions or occurrences which may require reporting by the **Sponsor** to the Department of Education and the **Governing Authority's** position, cure, or plan of action.
- Updated asset/inventory list.
- All items required to be reported in this Contract.

2.14 **Compliance With Sponsor Monitoring.** The **School** shall timely comply with all reasonable requests of the **Sponsor** to monitor **School** operations. Failure to do so is grounds for suspension, termination and/or nonrenewal of this Contract. Timeliness is defined as compliance with the express provisions of this Contract, and written answers within five (5) business days (unless a shorter time is required), and providing adequate assurances of cure or actual cure within a period of time acceptable to **Sponsor**.

2.15 **Meetings and Workshops.** The **School** Chief Administrative Officer or appropriate representative shall participate in all **Sponsor** meetings/workshops and attend training provided by the **Sponsor**, by the Department of Education, and by other appropriate groups.

2.16 **Appointment of Finance and Internal Audit Committee.** **Sponsor** encourages the **Governing Authority** to appoint/elect a Finance and Internal Audit Committee that meets before **Governing Authority** meetings to review in detail all financial information and to make recommendations to the **Governing Authority**. **Sponsor** encourages the Committee to conduct financial oversight and monitoring.

2.17 **Progress Reports.** The **Governing Authority** shall submit, within four months after the close of each school year, to the **Sponsor** and to parents of all students enrolled in the **School**, a report of its activities and progress in meeting its academic goals, performance standards, and financial status. The financial status report shall be in the form prescribed by the Auditor of State. The **Governing Authority** must annually evaluate the performance of the Chief Administrative Officer and of the Fiscal Officer and provide **Sponsor** with the methodology used for such performance evaluations.

2.18 **Annual Budget.** The **Governing Authority** shall adopt an annual budget by October 1 of each year.

- 2.19 **Governing Authority Performance Evaluation.** **Sponsor** shall evaluate the performance of the **Governing Authority** in reaching specific governance and operational goals under its Annual Performance Report and Renewal Evaluation Rubric.
- 2.20 All requirements in Article 2 are operational targets under which **Sponsor** shall evaluate the **School's** operations. If the **Governing Authority** and/or the Administration fail to timely comply with these targets, **Sponsor** shall require a Corrective Action Plan setting deadlines for compliance. If the **Governing Authority** and/or **Administration** fail to comply with the Corrective Action Plan, the **Sponsor** shall impose a probationary status on the **School**.

ARTICLE III **COMPLIANCE WITH LAWS**

3.1 Compliance with Ohio Laws.

- a. To the extent required by R.C. 3314.03, the **School** shall comply with the following sections of the Revised Code as if it were a school district: Sections 9.90 [purchase or procurement of insurance], 9.91 [insurance, annuities], 109.65 [missing children, fingerprinting], 121.22 [open meetings], 149.43 [public records], 2151.357 [sealed records], 2151.421 [child abuse reporting], 2313.19 [employees' jury duty], 3301.0710 [Ohio graduation tests], 3301.0711 [administration and grading of tests], 3301.0712 [college and work ready assessments], 3301.0715 [achievement and diagnostic testing], 3301.0729 [time spent on assessments], 3301.948 [restriction against providing student names/addresses to multi-state consortium offering summative assessments], 3302.037 [notification of report card results], 3302.13 [reading achievement improvement plan], 3302.41 [use of blended learning], 3302.42 [use of online learning], 3313.472 [parent/foster caregiver involvement policy], 3313.50 [student hearing and vision records], 3313.536 [school emergency management plan], 3313.539 [concussion and head injuries], 3313.5310 [information and training for sudden cardiac arrest], 3313.5318 [mental health training for coaches], 3313.5319 [cash payments for school-affiliated events], 3313.6026 [FASFA data-sharing agreements], 3313.6028 [literacy curriculum], 3313.6029 [parent notice of student assessment results], 3313.608 [third grade reading guarantee, intervention and remediation], 3313.609 [grade promotion and retention policy], 3313.6012 [academic intervention], 3313.6013 [dual enrollment programs], 3313.6014 [notice of core curriculum requirements], 3313.6015 [college and career readiness, financial literacy], 3313.6020 [career advising policy, at-risk student identification and success plans], [reporting prevention-focused programs], [instruction on interactions with peace officers], 3313.6410 [withdrawal of computer-based student], 3313.6411 [school report card provided to parent upon enrollment], 3313.643 [eye protective devices], 3313.648 [prohibition of incentive payment to enroll], 3313.66 [suspension,

expulsion, removal, exclusion], 3313.661 [discipline policy], 3313.662 [permanent exclusion], 3313.666 [policy prohibiting harassment, intimidation, bullying], 3313.667 [bullying prevention initiatives], 3313.668 [removal from school based on absences], 3313.669 [threat assessment], 3313.6610 [registration with tip line], 3313.67 [immunization of pupils], 3313.671 [immunizations], 3313.672 [new student school records, custody orders, birth certificate], 3313.673 [k-1 health and other screening], 3313.69 [hearing and vision screening], 3313.71 [health screening, tuberculosis], 3313.716 [asthma inhalers], 3313.718 [epinephrine auto-injection], 3313.719 [policy protecting students with food allergies], 3313.7112 [diabetes], 3313.721 [health care for students], 3313.80 [display of flag], 3313.801 [display of mottos], 3313.814 [food sold on school premises], 3313.816 [sale of a la carte items], 3313.817 [requirements for sale of food and beverages], 3313.818 [breakfast programs], 3313.86 [policies and procedures to ensure safety], 3313.89 [online education and career planning tools], 3313.96 [missing children], 3319.073 [child abuse prevention training], 3319.321 [confidentiality of student information], 3319.077 [professional development regarding dyslexia], 3319.078 [teacher certification multi-sensory], 3319.238 [financial literacy license validation], 3319.318 [illegally assisting sex offender obtain school employment], 3319.321 [confidentiality], 3319.324 [student record transfer], 3319.39 [criminal records check], 3319.391 [applicants and new hires criminal records check], 3319.393 [educator data base consultation], 3319.41 [corporal punishment], 3319.46 [behavior supports, restraints, and seclusion], 3320.01 [student liberties religious act], 3320.02 [student liberties religious act], 3320.03 [student liberties religious act], 3321.01 [admission to kindergarten, first grade], 3321.041 [out-of-state enrichment and extracurricular activities], 3321.13 [duties upon withdrawal or habitual absence], 3321.14 [attendance officer], 3321.141 [notification of unexcused absences], 3321.17 [attendance officer powers], 3321.18 [enforcement proceedings], 3321.19 [truancy], 3321.191 [habitual absence, truancy], 3322.20 [Ohio computer science program promise]; 3322.24 [high school credit for courses under Ohio computer science program]; 3323.251 [dyslexia screening], 3327.10 [qualifications of drivers], 4111.17 [wage discrimination], 4113.52 [whistleblower protection], 5502.26 [county wide emergency management agency], 5502.70 [mobile training team officer qualifications, and 5705.391 [spending plan].

- b. To the extent required by R.C. 3314.03, the **School** shall comply with the following Chapters of the Revised Code as if it were a school district: Chapters 117 [fiscal audits], 1347 [privacy], 2744 [tort liability], 3365 [post-secondary enrollment], 3365 [college credit program], 3742 [lead abatement], 4112 [civil rights], 4123 [workers' compensation], 4141 [unemployment compensation], and 4167 [occupational safety].
- c. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. 3301.0714 [EMIS guidelines] in the manner specified in R.C. 3314.17.

- d. To the extent required by R.C. 3314.03, the **School** shall comply with R.C. Chapter 102 [public officers – ethics] and R.C. 2921.42 [soliciting or accepting improper compensation].
 - e. To the extent required by R.C. 3314.03, unless it is an e-school, the **School** shall comply with R.C. 3313.801 [display of mottos] as if it were a school district.
 - f. To the extent required by R.C. 3314.03, unless it is an e-school or a school in which a majority of the enrolled students are children with disabilities, the **School** shall comply with R.C. 3313.6021 [instruction in resuscitation] and R.C. 3313.6023 [CPR and AED training].
 - g. If the **School** operates a preschool program licensed under R.C. 3301.52 and 3301.59, the **School** shall comply with R.C. 3301.50 - 3301.59 and the minimum standards for preschool programs prescribed in rules adopted by the State Board under R.C. 3301.53.
 - h. The **School** shall comply with all other laws or rules that are or become applicable to Ohio community schools.
- 3.2 **Number of Students.** The **School** will provide learning opportunities to a minimum of twenty-five (25) students; and for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** shall serve grades 9-12 and/or serve ages 15-21. The **School** contracted to serve grades 9-12, and intends to add the additional grades over time until all contracted grades are served. *(if applicable)* The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff), or 140 students, whichever is less. An increase in the number of students may not occur without the prior written consent of the **Sponsor**.
- 3.3 **Continuing Operation.** The **School** shall continue operations by teaching the minimum number of students permitted by this Contract. Failure to continue operation without interruption is grounds for termination of this Contract. Only upon written notification and approval by the **Sponsor** can the **School** calendar be materially changed. A material change shall be defined as any change of five (5) or more consecutive days.
- 3.4 **Compliance With Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not compliant with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

ARTICLE IV

OPERATIONS

4.1 **Non-Sectarian.** The **School** shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. The **School** shall comply with admission standards of R.C. 3314.06 and, if applicable, R.C. 3314.061.

4.2 **Admission Policies and Procedures.** The **School** must provide for review and approval by **Sponsor** of its admission policies and procedures. These admission policies and procedures shall be followed and may not be changed without prior written consent of the **Sponsor**.

- a. The **School** is open to any individual entitled to attend school in the State of Ohio pursuant to R.C. 3313.64 or R.C. 3313.65.
- b. The **Governing Authority** adopts the following policy regarding open-enrollment, to be effective on the earliest date allowed by law:

(i) <u>no</u> state yes or no	The Governing Authority prohibits the enrollment of students who reside outside of <u>Columbus City School District</u> (the District in which the School is located).
(ii) <u>yes</u> state yes or no	The Governing Authority permits the enrollment of students who reside in the districts adjacent to <u>Columbus City School District</u> (the District in which the School is located).
(iii) <u>yes</u> state yes or no	The Governing Authority permits the enrollment of students who reside in any other District in the State of Ohio.

If "yes" has been indicated in (ii) or (iii) above, the **Governing Authority** must submit to the **Sponsor** a plan for inter-district open enrollment. Such plan must comply with this Contract, with R.C. 3314.06, and with the **School's** admission policy.

4.3 **Enrollment/Attendance Policy.** The **School** must adopt an enrollment/attendance policy requiring a student's parent/guardian to notify the **School** of changes in the parent's or the student's residence. The enrollment/attendance policy must include an address verification procedure for students. At a minimum, the admission procedure at all times must include the following:

- a. Upon admission of any disabled student, the **School** shall comply with federal and state laws regarding the education of students with disabilities. Any student needing special education services, including psychological,

speech and language therapy, occupational therapy, or physical therapy, shall receive those services from a qualified service provider.

- 4.4 **Notice Upon Enrollment.** Upon enrollment, the **Governing Authority** must distribute to the student's parent the statement required pursuant to R.C. 3314.041, and the **School's** most recent report card.
- 4.5 **School for Autistic Students.** If admission is limited to providing simultaneous special education and related services to a specified number of students identified as autistic, and regular education to a specified number of non-disabled students, the target ratio of the number of autistic students to non-disabled students in the **School's** population shall be na; the total number of autistic students to be enrolled shall be na; the total number of non-handicapped students to be enrolled shall be na.
- 4.6 **Public Inspection of Policies.** The **School's** enrollment/attendance and participation policies must be available for public inspection, posted on the **School's** website, and provided to the **Sponsor** upon request.
- 4.7 **Lottery.** If the number of applicants meeting admission criteria exceeds the capacity of the **School's** programs, classes, grade levels or facilities, students may be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. The lottery will be conducted by the **Sponsor**.
- 4.8 **Automatic Withdrawal.** The **School** must provide for review by **Sponsor** of its Enrollment/Attendance Policies and Procedures for automatic withdrawal if a student without legitimate excuse misses seventy-two (72) consecutive hours of learning opportunities. The Policies shall provide for withdrawing the student by the end of the 30th day after the student has failed to participate.
- 4.9 **Community Racial and Ethnic Balance.** The **School** shall develop ways to achieve a balanced enrollment reflective of the community it serves. The **School** shall not restrict its marketing or recruiting efforts to any particular racial or ethnic group. The **Governing Authority** shall annually assess and compare the **School's** racial and ethnic demographic data with the community it serves and determine whether the **School's** racial and ethnic balancing plan requires modification. Any modifications to the plan shall be provided to the **Sponsor** for review.
- 4.10 **Tuition.** Tuition in any form shall not be charged for the enrollment of any student. Reasonable activity or class fees, as allowed by law, are permitted. The **School** and/or parents may engage in voluntary fund-raising activities.
- 4.11 **Student Transportation.** The **School** shall develop a plan for transportation of students. The **Governing Authority** will work to assure that transportation of students is provided in accordance with all provisions of local, state and federal laws, rules and regulations.

4.12 **Payment to Sponsor.**

- a. In consideration for monitoring, oversight, and technical assistance to **School** and pursuant to the R.C. 3314.03(C), the **Governing Authority** agrees to pay **Sponsor** three percent (3%) of the total amount of payments for operating expenses that the **School** receives from the State. Such payment may be an automatic withdrawal.
- b. If the **School** is required to repay funds received from the State of Ohio due to an FTE Final Adjustment, the **Sponsor** shall repay the **Governing Authority** the percentage of the oversight fee related to the FTE adjustment as determined by the FTE Final Adjustment audit so long as the adjustment is not related to the fraud or negligence of the **School**. The **Sponsor** shall have the option of completing repayment (a) within ten (10) business days from written demand from the **School** or (b) in monthly installments for the term of the **School's** then current sponsorship contract.

4.13 **Notification.** The **Governing Authority** must immediately notify **Sponsor** of any event or circumstance that may have a material adverse effect on the **School**. The **Governing Authority** also must notify **Sponsor** of any potential or pending litigation against or affecting the **School** within five (5) business days of such knowledge.

4.14 **Operator Agreements.**

- a. The **School** may enter into an agreement with an Operator. As used in this Contract, the term Operator is consistent with the definition in R.C. 3314.02(A)(8) which, as of the execution of this Contract, means either (a) an individual or organization that manages the daily operations of the **School** pursuant to a contract between the Operator and the **Governing Authority**; or (b) a nonprofit organization that provides programmatic oversight and support to the **School** under a contract with the **Governing Authority** and that retains the right to terminate its affiliation with the **School** if the **School** fails to meet its quality standards. Any Operator Contract must be provided to Sponsor in **ATTACHMENT 6**.
- b. All Operator information must be maintained and updated in OEDS-R and a copy of the agreement between the **School** and Operator must be submitted within Epicenter and attached in **ATTACHMENT 6**.
- c. If the **Governing Authority** proposes (a) to enter into an Operator Agreement after execution of this Contract, (b) to change operators or have its Operator Agreement assigned during the Term of this Contract, or (c) to remove the Operator and operate the **School** without an Operator, the **Governing Authority** shall notify the **Sponsor** and submit all information necessary to propose a Modification to this Contract.

Sponsor will evaluate Operator on its Management Company Rubric. **Sponsor's** approval of an Operator requires a passing grade on the Rubric. If Operator does not receive a passing grade, **Sponsor** may request additional information to evaluate. Approval is at **Sponsor's** discretion.

- d. Each executed Operator Agreement or any assignment, amendment, modification, or renewal thereof must be provided to the **Sponsor** within ten (10) days of execution. The **Sponsor's** receipt does not constitute the **Sponsor's** approval and is not binding upon the **Sponsor**. The Operator Agreement must at all times comply with this Contract and State and Federal law.
- e. Each Operator Agreement must meet the following requirements:
 - 1. Afford **School** adequate resources to pay professional fees to resolve controversies between the Operator and the **Governing Authority**.
 - 2. Include criteria for early termination and require notification procedures and a timeline for early termination or nonrenewal, in accordance with R.C. 3314.032(A).
 - 3. Stipulate which entity owns **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, in accordance with R.C. 3314.032 and 3314.0210.
 - 4. Stipulate that when an Operator purchases furniture, computers, software, equipment, or other personal property for use in the operation of the **School** with State funds that were paid to the Operator by the **School** as payment for services, such property belongs to the **School**, not to the Operator.
 - 5. All loans by Operator to the **School**, including facilities' loans or cash flow assistance, must be accounted for in the **School's** annual budget, documented, and bear interest at a fair market rate in accordance with R.C. 3314.03(A)(30).
 - 6. Require that if the Operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, the Operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, in accordance with R.C. 3314.024(A).
 - 7. Require that if the **School** closes and ceases operation, any property acquired by the Operator with State funds shall be

distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.

- f. The **Sponsor** may require the **Governing Authority** to interview, select, and engage an operator if the **Sponsor** determines, at its sole discretion, that an operator is necessary due to the **Governing Authority's** failure to carry out its duties and the failure to engage an operator is likely to cause immediate or irreparable harm to the **School** and/or its students.

- 4.15 **Compliance with Health and Safety Standards.** All facilities used by the **School** shall meet all health and safety standards established by law for school buildings. Facilities will be maintained in a clean, healthy manner in accordance with all local, state and federal laws and regulations. Copies of all current permits, inspections and/or certificates shall be filed at the **School** and be available for inspection by **Sponsor**, with copies provided to **Sponsor** upon request. **School** recognizes the authority of public health and safety officials to inspect facilities of the **School** and to order facilities to close upon a finding that the facilities are not in compliance with health and safety laws and regulations. The **School** shall certify all **Sponsor** assurances required by law, rule or regulation to be sent to the Department of Education, or after any walkthrough or site visit.

A Certificate of Occupancy must be provided to the **Sponsor** prior to occupancy. Proof of occupancy shall be satisfied by the **Governing Authority** providing to the **Sponsor** any permanent, interim or temporary certificate of occupancy issued by the government agency having jurisdiction over the same.

- 4.16 **Policies and Parent Surveys.** The **School** agrees to have in place all required policies and handbooks, and to keep them up to date including, but not limited to, a parent involvement policy, and, to perform on an annual basis a parent survey measuring parent satisfaction with the operation of the **School**.

- 4.17 **Access to Records.**

- a. The **Governing Authority, School, and Sponsor** agree that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA"), and its regulations, the **Sponsor** is an authorized representative of a State educational authority and the **School** is permitted to disclose to the **Sponsor** personally identifiable information from education records of students without parent consent (or student consent where applicable) and that the **Sponsor** is authorized by federal, state, and local law to conduct audits, compliance evaluations, and enforcement activities of federal and state supported education programs. The **School** agrees to grant **Sponsor** Complete Access to "education records" as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its Operator that is reportable to the Department of Education or the Ohio Auditor of State. Such information shall include, but is not limited to, ODDEX and EMIS. Complete Access includes the ability to

inspect and copy paper and electronic records at the **School** and to review applicable records when necessary.

- b. The **Sponsor** agrees to comply with FERPA and its regulations and to use reasonable methods to limit **Sponsor** employee access. As required by law, **Sponsor** will destroy educational records when no longer needed.
 - c. **Sponsor** is responsible for any liability or adverse consequence(s) to the **School** resulting from an accidental or other deletion, release, or alteration of information or data systems as a result of such access if caused solely and directly by **Sponsor**.
 - d. **School** agrees to provide the **Sponsor** access to Testing Information Distribution Engine ("TIDE") norm-referenced testing portal, Educational-Value Added Assessment System ("EVAAS") data, and other **School** data necessary for **Sponsor** to fulfill its obligations.
 - e. The **Governing Authority** must also adopt policies providing for positive behavior intervention and support instead of suspension in appropriate situations. These policies must be consistent with Ohio and federal laws.
- 4.18 **STEM School.** The **Governing Authority** shall indicate whether it is planning to seek designation for the **School** as a STEM School equivalent under R.C. 3326.032.
- 4.19 **Discipline Policies.** The **Governing Authority** must adopt policies regarding suspension, expulsion, removal and permanent exclusion of a student. The policies must meet all requirements of Ohio and federal law and must specify, among other things, the types of misconduct for which a student may be suspended, expelled or removed and the due process rights of the student. The **School's** policies and practices must comply with the requirements of R.C. 3313.66, 3313.661, and 3313.662. The policies must specify the date and manner by which a student or the parent/guardian may notify the **Governing Authority** of the intent to appeal an expulsion or suspension. A copy of the policies shall be posted in a central location in the **School** and made available to students and parents/guardians upon request.
- The **School** must maintain separate disciplinary policies and procedures for students receiving special education services. These policies and procedures may not infringe upon the rights of students receiving special education services under State and Federal law.
- 4.20 **Commitment to Remain Open for School Year.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of **School** operation must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, at its sole discretion, operate the **School** in the event the **Governing**

Authority fails to continue operations until the end of the school year or is otherwise suspended or terminated. **Sponsor** may suspend the operations or terminate the Contract as otherwise indicated by law.

- 4.21 **High School Diplomas.** The School shall comply with R.C. 3313.61, 3313.611, 3313.614, 3313.617, 3313.618 and 3313.6114, except that for students entering ninth grade for the first time before July 1, 2010, the requirements in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a diploma may be met by completing the curriculum adopted by the School's Governing Authority rather than the curriculum specified in Title 33 of the Revised Code or any rules of the State Board of Education. For students who enter ninth grade for the first time on or after July 1, 2010, the requirements for a high school diploma may be met by completing the requirements set forth in R.C. 3313.603{C}, unless the person qualifies under R.C. 3313.603(D) or (F). The School shall comply with the plan to award high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under R.C. 3313.603(J)(1) and (J)(2). Beginning with the 2018-2019 school year, the School shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning, internships, or cooperative education programs developed by the Department of Education under R.C. 3313.603(J)(3). For students entering ninth grade for the first time between July 1, 2014 and July 1, 2017, the School shall comply with mandated alternative graduation requirements.
- 4.22 **Compliance with Other Laws.** The **School** and the **Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law, Ohio law, the Ohio Administrative Code and this Contract. The **School** is not exempt from applicable federal laws, rules and regulations, or other Ohio laws granting rights to parents.

ARTICLE V

Mission, Educational Plan/Program and Performance Plan

- 5.1 **Educational Plan/Program.** The **Plan** has control over and bears responsibility for delivery of the Educational Program, including its Mission, and for attaining the Performance Standards set forth in the **School's** Educational Plan/Program, the **School's** Performance Plan, the **Sponsor's** assessment and accountability requirements, State proficiency and achievement testing and any other standards required by law or the **Sponsor**.

The **School's** Educational Plan/Program must meet or exceed Ohio's content standards and must be in accordance with the Mission of the **School**. The **School's** Performance Plan must include specific metrics and targets for all State report card measures of student performance as well as mission-specific

performance measures and targets. The **School** Performance Plan must also include targets that compare its performance with that of school's serving the same population, the same geographic area and the same grade levels with the State. The **School's** performance must include standards by which the **Sponsor** can evaluate the success of the **School**. Performance standards must include, but are not limited to, all applicable report card measures as set forth in R.C. 3302.03 and 3314.017, measurement assessment achievement tests, grade-level tests, annual measurable objectives, performance indexes, value-added, graduation tests, State report cards, observations and internal **School** goals.

- 5.2 **Curriculum.** The Educational Plan/Program of the **School**, including its Mission, goals, characteristics of students, ages and grade levels, focus of curriculum, instructional methods, and alignment with Ohio Academic Standards is attached at **ATTACHMENT 2**. The Educational Plan/Program shall be followed and may not be changed without the written consent of **Sponsor**.

The Educational Plan/Program shall describe the learning opportunities to be offered and shall comply with the criteria for student participation in R.C. 3314.08(H)(2). Learning opportunities may be classroom-based and non-classroom-based, and may include supervised instructional and educational activities, and any blended instruction delivery program, as defined in the **School's** Educational Plan/Program. The Educational Plan must detail any preschool, computer-based, or approved 22+ Adult High School diploma programs. The Educational Plan/Program is attached at **ATTACHMENT 2**.

Learning opportunities must be: (1) provided by or supervised by a licensed teacher; (2) goal oriented; and (3) certified by a licensed teacher as meeting the criteria established for completion. All learning opportunities must meet the criteria for student participation established under R.C. 3314.08(H)(2).

If the **School** uses an Educational Plan/Program that includes blended learning, the **School** must include the following in **ATTACHMENT 2**; (1) indication of its blended learning model; (2) description of how student instructional needs are determined and documented; (3) method used to determine competency, credits and promotion; (4) attendance requirements; (5) description of how student progress will be monitored; (6) description of how student data is protected; and (7) description of teacher professional development that is offered.

- 5.3 **Sponsor Performance Rating.** **Sponsor** will rate each **School** on a 4-point rubric scale in each of the following categories: (1) Academic Performance, (2) Educational Factors, and (3) Site Visit Compliance. The three scores will be averaged and the resulting score is the **School's** Yearly Average performance score (YA). The YA score for two of three consecutive years must be a minimum of 2.50 to remain in good standing. If the YA score falls below 2.50, the **School** will be placed on Probation. If the **School** receives a second YA score below 2.50 within the following 2-year period, the **School** is subject to termination. **Sponsor** retains the right to grant exceptions in certain circumstances, including

change of leadership, adoption of new curriculum, or implementation of new behavior management program.

- 5.4 **School Performance and Assessment.** The **School** must administer all statewide achievement tests as required by law. The **School** shall be subject to and comply with all requirements relating to the State assessments and accountability systems, including proficiency rates on State assessments, student academic growth, graduation rates, attendance, and post-secondary enrollment if applicable.

The **School** must assess and keep initial benchmarks of students for **Sponsor** to review progress and make suggestions for academic improvement. Such assessments and benchmarks shall be identified in the **School's** Comprehensive Plan.

The **School's** student performance shall be compared to the State, to schools serving a similar population, and/or to schools in the same geographic area. In addition, the **School** shall be subject to all requirements of **Sponsor** for assessing student learning outside of and in addition to State assessment testing, including student performance on other valid and reliable assessments.

The **School's** performance plan must include applicable report card measures as part of the performance measurement. The **School** Performance Plan shall meet the performance standards, assessment and accountability plan required by **Sponsor** as set out in Community School Goals, Targets and Performance Plan, attached as part of **ATTACHMENT 3**.

The goals that the **Sponsor** requires as part of the **School** plan are in the following areas: (1) mission-specific academic goals; (2) attendance; (3) student enrollment and graduation rates; and (4) financial viability. The required indicators of student performance are rigorous, clear, measurable and attainable. **Sponsor** and/or the Department of Education may change performance standards and their assessment.

- 5.5 **High School Core Curriculum.**

The **School** will comply with R.C. 3313.61, 3313.611, 3313.614, 3313.617, 3313.618 and 3313.6114, except that for students who enter ninth grade for the first time before July 1, 2010, the requirements in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the **Governing Authority** of the community school rather than the curriculum specified in 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, 2020, the requirements in R.C. 3313.61 and 3313.611 that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in R.C. 3313.603(C), unless the person qualifies under division (D) or (F) of R.C.

3313.603. The **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under divisions (J)(1) and (2) of R.C. 3313.603. Beginning with the 2018-2019 school year, the **School** will comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the Department under division (J)(3) of R.C. 3313.603. Notwithstanding for foregoing, the **School** shall comply with alternative graduation requirements mandated by Section 3 of H.B. 491 for students entering ninth grade for the first time between July 1, 2014 and July 1, 2017.

ARTICLE VI **REPORTING AND RECORDS**

6.1 Annual Report.

- a. The **Governing Authority** shall create an annual report that indicates the **School's** financial status, a report on all activities and progress in meeting the goals and standards of this Contract, and a statement from the **Sponsor** regarding the performance of the **School**. The **School** must submit a draft of the report to the **Sponsor** for review within three (3) months after close of the prior School Year and the **School** must submit the final report to the **Sponsor** and parents no later than four (4) months after close of the prior School Year.
- b. To the extent R.C. 3314.023 requires the **Sponsor** to complete an annual evaluation of the **School**, the **Governing Authority** agrees to make the annual evaluation received from the **Sponsor** available to each parent by November 30th of each School Year.

6.2 Additional Reporting.

- a. **Sponsor Requests.** Unless specified otherwise, the **Governing Authority** and/or the **School** shall provide responses to reasonable requests from the **Sponsor** within ten (10) business days. Any deficiency shall be cured within a reasonable period of time acceptable to the **Sponsor**, except for a health or safety emergency, which must be immediately cured and which may be grounds for suspension of operations or termination of this Contract.
- b. **Findings for Recovery.** Annually, the **Governing Authority** shall report to the **Sponsor** any findings for recovery issued by the Auditor of State

against any member of the **Governing Authority**, the Operator (if applicable), the Chief Administrative Officer, or any employee of the **School** with responsibility for fiscal operations or authorization to expend **School** funds, including those hired by the Operator. The **School** shall respond within a reasonable time to **Sponsor's** inquiries regarding findings.

- c. **Operator.** The **Governing Authority** shall provide a written report to the **Sponsor** of all financial data, structure, and operations of its Operator, as it pertains to the **School**, upon **Sponsor's** request, and for the **School's** Annual Report.

- 6.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall be allowed access for such site visits or other impromptu visits, as **Sponsor** deems advisable or necessary. **Sponsor** shall consider its Site Visit Reports in determining whether to renew a Contract.

ARTICLE VII **STAFFING**

- 7.1 **Contracts.** The **Governing Authority** may contract with administrators, teaching and non-teaching employees necessary to carry out its Mission and fulfill its duties under this Contract. The **Governing Authority** may contract with a third party to employ, administer, and hire teaching and non-teaching employees as necessary to carry out the **School's** Mission and fulfill its duties under this Contract. No contract of employment may extend beyond the expiration of this Contract. The **School** must provide to the **Sponsor** its plan for disposition for staff in the event of nonrenewal, suspension, termination, or expiration of this Contract.

- 7.2 **Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by **School**, the **Governing Authority** and **School** shall defend, indemnify, and hold harmless the **Sponsor** and its Board members, Superintendent, employees, and agents from all liability arising out of any action or omission occurring during that person's employment by the **Governing Authority** and during such leave from the **Sponsor**. Nothing in this subsection obligates the **Sponsor** to provide such a leave of absence.

- 7.3 **Employment of Teachers.**

- a. A minimum of one (1) full-time classroom teacher or two (2) part-time classroom teachers each working twelve (12) hours per week must be employed by **School**.
- b. Full-time classroom teachers and part-time classroom teachers teaching twelve (12) hours per week or more shall be licensed in accordance with

R.C. 3319.22 - 3319.31. The **School** may also hire non-certificated persons to teach no more than twelve (12) hours per week or, if the individual is teaching an industry-recognized credential program at a dropout recovery school pursuant to R.C. 3319.301, forty (40) hours per week.

- c. Upon employment, **School** shall forward teacher qualifications including, but not limited to, the grade level and content area and the teacher's licensure or certification, to **Sponsor**, as well as credentials and background checks for all staff of **School**.
 - d. Each classroom teacher initially hired by the **School** on or after July 1, 2013, and employed to provide instruction in physical education must hold a valid license issued pursuant to R.C. 3319.22 for teaching physical education.
 - e. The ratio of students to full-time equivalent classroom teacher shall be no more than 25 to 1. The **School** shall provide evidence of maintaining the ratio within ten (10) business days of a request from the **Sponsor**. The **School** may also hire non-teaching employees as required. The **School** shall employ at least one staff member with administrative licensure within thirty (30) months of signing this Contract or request an extension.
 - f. Each person employed as a nurse, teacher, counselor, psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, alcohol and substance abuse, and the promotion of positive youth development within two (2) years of beginning employment and every five (5) years thereafter.
- 7.4 **Collective Bargaining.** Teaching and non-teaching employees may organize and collectively bargain pursuant to R.C. 4117, *et seq.* In the event of collective bargaining, no collective bargaining agreement shall extend beyond the term of this Contract. The **Governing Authority** shall consider a bargaining unit containing teaching and non-teaching employees to be an appropriate unit, notwithstanding R.C. 4117.06(D)(1).
- 7.5 **Employee Benefits.** **School** must provide to all full-time employees health and other benefits. In the event certain employees have bargained collectively, the collective bargaining agreement supersedes, to the extent that it provides for health and other benefits.
- 7.6 **Professional Development.** The **Governing Authority** shall provide a plan describing professional development activities offered to **School** staff as a part of the **School's** Comprehensive Plan.
- 7.7 **Volunteers.** All volunteers must be notified that the **School** requires a completed background check before they can volunteer at the **School**.

ARTICLE VIII
FINANCES

8.1 **Financial Records.** The **School's** financial records shall be maintained in the same manner as the financial records of school districts, pursuant to rules adopted by the Auditor of State and in the manner presented in R.C. 117. The **School** shall meet the requirements and follow the procedures for program and financial audits established by the Auditor of State and the Department of Education. The **Governing Authority** shall comply with the standards for financial reporting adopted under R.C. 3301.07(B)(2), and any other enhanced standards required by the **Sponsor**.

8.2 **Fiscal Officer.** The **School** shall have a designated fiscal officer with a Treasurer license. A copy of the Fiscal Officer's License is attached as part of **ATTACHMENT 4**. The **Governing Authority** must submit to the **Sponsor** its selection for Fiscal Officer and the **Sponsor** must approve the appointment.

School Rep Initials	ERCO Rep Initials
---------------------------	-------------------------

The **School** agrees that its fiscal officer shall be
(pick, initial and sign only one):

- | | | | |
|--------------|-------|----|--|
| _____ | _____ | 1. | The School's Fiscal Officer
_____ ; or |
| _____ | _____ | 2. | Its Operator
_____, through the
Operator's Treasurer
_____ ; |
| AFF
_____ | _____ | 3. | A qualified service provider named
Christopher D. Massa (Massa Financial Solutions LLC)
(credentials and training to be provided to the
Sponsor .) |

8.3 **Fiscal Bond.** The Fiscal Officer shall execute a bond in an amount and with surety to be approved by **Sponsor**, payable to the State of Ohio, conditioned on the faithful performance of all official duties required of **School** Fiscal Officer. The bond shall be deposited with the **Governing Authority**, copies thereof, certified by the **Governing Authority**, shall be filed with the **Sponsor** and county auditor in which the **School** is located.

8.4 **Fiscal Services Agreement.** The **School** must provide to the **Sponsor** a copy of any fiscal services agreement between **Governing Authority** and a third-party. The fiscal services agreement must require the Fiscal Officer to assist in all audits and to perform all duties required by R.C. 3314.023 or other applicable law relating to the **School's** closure and final or special audit services. The Fiscal Services Agreement must state that the Fiscal Officer is primarily

responsible for all financial-related provisions of the closing procedures should the **School** close.

- 8.5 **Custody of School Funds.** All money received by the **School** during the period beginning upon execution of this Contract, shall be placed in the custody of the Fiscal Officer, who shall maintain all funds and accounts of the **School**.
- 8.6 **Financial Plan.** The **School** shall submit to the **Sponsor** each year its Financial Plan that includes the following: estimated school budget for each fiscal year of the Contract and estimated five year Plan. The Financial Plan must include specific financial targets and metrics by which to measure financial performance and sustainability. The **School** must also submit its Financial Self-Evaluation of its progress toward its targets. The **Sponsor** shall evaluate the School's Financial Plan and its Financial Self-Evaluation as part of the renewal evaluation process.
- 8.7 **Fiscal Budget.** On or before June 30 of each year, a revised school budget shall be submitted to **Sponsor**. The budget must detail estimated revenues and expenses. Revenues include the base formula amount that will be used for purposes of funding calculations under R.C. 3314.08. The base formula amount for any year shall not exceed the dollar formula amounts specified for the year by the Department of Education and must be included in the budget. Projected expenses must include the total estimated per pupil expenditure for each year. Should the **Sponsor** request further breakdown of revenue, line items for expenses, or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by an Operator, the **Governing Authority** must provide the Operator with sufficient data to allow **Sponsor** to review revenue and expenses.
- 8.8 **Financial Management.** The **School** must file with **Sponsor** its policies and procedures for internal financial controls. These must include the following:
- a. Commonly accepted accounting practices and the capacity to implement them;
 - b. Bank account maintenance;
 - c. Adequate payroll procedures;
 - d. Procedures for creating and reviewing monthly and quarterly financial reports;
 - e. Internal control procedures for cash receipts, cash disbursements and purchases; and
 - f. Maintenance of asset registers and financial procedures for grants in accordance with federal and state law.

- 8.9 **Borrowing Money.** The **School** may borrow money only to pay its necessary and actual expenses in anticipation of receipt of any portion of the payments due to the **School** pursuant to R.C. 3314.08. The **School** shall issue notes to evidence its borrowing. A copy of all notes must be provided to **Sponsor** within five (5) days of execution. The proceeds from the notes shall be used only for the purpose for which the borrowing may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for acquisition of facilities.

All loans from the Operator, including facility loans or cash flow assistance, must be accounted for, documented and bear interest at a fair market rate.

- 8.10 **Fiscal Year.** The fiscal year for the **School** shall be July 1 to June 30.
- 8.11 **Audits.** The **Governing Authority** may contract with an attorney, an accountant, or an entity specializing in audits for assistance. However, such attorney, accountant or entity must be independent from the **School's** Operator.
- 8.12 **Financial Audit Standards.** The **School** recognizes that the **Sponsor** must be present at all meetings with the Auditor of State. The **School** must provide written notice to **Sponsor** of the time, date, and location of all such meetings within three (3) business days of receiving such notice.
- 8.13 **Unauditable Status.** If the **School** is declared unauditable under R.C. 33114.51, the **Governing Authority** must suspend the Fiscal Officer and find an immediate replacement. If the **Governing Authority** has contracted with an Operator that provides the fiscal services, the **Governing Authority** must cause the Operator to suspend the Fiscal Officer and find an immediate replacement.
- 8.14 **Contract with Audit Specialist.** If the **Governing Authority** contracts with an attorney, an accountant or an audit specialist, that person or entity shall be independent from the **School's** Operator.

ARTICLE IX **INSURANCE / INDEMNIFICATION**

- 9.1 **Liability Insurance.** **Governing Authority** must maintain comprehensive general liability insurance at all times in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The insurance coverage shall be for **School**, **Governing Authority**, its Directors, Officers and employees, and also for **Sponsor**, its Board, officers and employees, as additional insureds. The insurance coverage must be occurrence coverage or claims made coverage and the **Sponsor** must be an additional certificate holder.

The policy or certificate of insurance shall be provided to **Sponsor** upon request. The **Governing Authority** shall provide evidence of such coverage annually.

The **Governing Authority** must obtain policies that notify **Sponsor** in writing at least thirty (30) days in advance of any material adverse change or cancellation of coverage; and shall provide evidence of the same to the **Sponsor**.

9.2 **Indemnification.** The **Governing Authority** and **School** shall indemnify and hold harmless **Sponsor** and its Board, officers, employees and agents from any and all claims, demands, actions, lawsuits, legal fees incurred, causes of action, obligations, losses, costs, expenses, attorneys fees, damages, orders and liabilities of whatever kind or nature in law, equity or otherwise, arising from any of the following:

- a. Failure of the **Governing Authority** and/or **School**, its officers, directors, employees, or contractors to perform any duty, responsibility or obligation imposed by law or this Contract, including the obligation to pay all bills and invoices for services when due.
- b. All actions and/or omissions by **Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that result in injury, death or loss to person or property, breach of contract, or violation of statutory law or common law, both state and federal.
- c. Any sum that **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 **School** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation, or condition under this Contract or under law; (3) all agreements in any way connected herewith, on the part of **School**, to be performed, complied with, or observed; or (4) liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, **Governing Authority** or to third parties in any way related to **School**.
- d. Any liabilities incurred by **Sponsor** or its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against **Sponsor** by **School** or the **Governing Authority**, unless **School** or **Governing Authority** obtains a final judgment or order on the merits against **Sponsor**, and the appeals of such judgment or order have been exhausted or have expired.

9.3 **Survival.** All provisions of this Article IX shall survive the avoidance, expiration, termination, nonrenewal, suspension or abandonment of this Contract.

ARTICLE X
SPONSOR OBLIGATIONS, ANNUAL PERFORMANCE REPORT AND RENEWAL,
TERMINATION AND NON-RENEWAL

10.1 **Obligations.** The **Sponsor** shall provide oversight, monitoring and technical assistance to the **Governing Authority** and the **School** as follows:

- a. Monitor **School's** compliance with all laws and regulations applicable to **School** and with the terms of the Contract and provide technical assistance to **School** in complying with applicable law and this Contract. **Sponsor** is not the **School's** legal counsel, and **School** shall consult its own legal counsel for legal advice.
- b. Monitor and evaluate the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis. Such monitoring and evaluation shall be based on the performance standards specified in this Contract, including Attachments thereto, all applicable State report card measures, and any other analysis conducted by the Department of Education.
- c. Report annually to the Department of Education and workforce and to parents the results of its evaluation conducted pursuant to R.C. 3314.03(D)(2).
- d. Monitor the financial and enrollment records of **School** by meeting with the Fiscal Officer at least once per month and, within ten (10) days of each meeting, issue a written report regarding the review to the **Governing Authority** and the Fiscal Officer.
- e. Offer additional workshops and activities, as determined by the **Sponsor**, specifically designed to benefit **School**.
- f. Take steps to intervene in **School's** operation to correct problems with **School's** overall performance, pursuant to R.C. 3314.023(E).
- g. Declare **School** on probationary status pursuant to R.C. 3314.073.
- h. Suspend operation of **School** pursuant to R.C. 3314.072.
- i. Terminate the Contract pursuant to R.C. 3314.07, if determined necessary by **Sponsor**.
- j. At its sole discretion, Sponsor may require a corrective action plan from **School** to cure any issues or violations.
- k. Have in place a plan of action in the event that the **School** experiences financial difficulties or closes before the end of the School Year. The **Governing Authority** recognizes the authority of the Department of Public Education to suspend the operations of the School under R.C. 3314.072 if it has evidence of conditions or violations of law that pose an imminent danger to the health and safety of students and staff and Sponsor refuses to take such action. Governing Authority recognizes the

authority of Sponsor to suspend operations of the School under R.C. 3314.072 and consents to the authority of **Sponsor** to carry out its obligations if needed, under State Department of Education closing guidance, to oversee closure of the School. The **Governing Authority** agrees that it will not abandon its own statutory duties for closure.

- l. Submit opening assurances for the **School** to the Department of Education no less than ten (10) business days prior to the opening of the **School's** first year of operation or if **School** changes its facility location or adds a facility. If **School** is not an internet or computer-based school under R.C. 3314.19, opening assurances are not required.
 - m. Report on the amounts and types of expenditures made to provide monitoring, oversight, and technical assistance to schools it authorizes, as required by R.C. 3314.025.
 - n. Adhere to and comply with **Sponsor's** Contract with the Department of Education to operate as a **Sponsor**.
 - o. Assist **Governing Authority** with technical assistance, training, and/or services from other entities as may be reasonably necessary, when requested.
- 10.2 **Monitoring.** **Sponsor** reserves the right during the term of the 5Contract to require **Governing Authority** to do any or all of the following as part of a Corrective Action Plan:
- Place School Chief Administrator on an Improvement Plan and monitor progress at each **Governing Authority** meeting.
 - Replace School Chief Administrator.
 - Hire School improvement coaches and monitor the academic improvement plan at each **Governing Authority** meeting.
 - Require **School** to implement additional academic supports and monitor the progress of students at each **Governing Authority** meeting.
- 10.3 **Sponsor's Annual Performance Report and Renewal Evaluation Rubric.** Prior to contract renewal, and at least every five (5) years for long-term contracts, **Sponsor** shall conduct a High-Stakes Review that rigorously evaluates the performance of the **School** subject to **ATTACHMENT 3**, and the **Sponsor** Annual Performance Report and Renewal Evaluation Rubric. **Sponsor's** primary measures of school quality are the objective and verifiable measures of student achievement. These measures must be met for contract renewal.

The **Sponsor's** performance framework surpasses minimum standards required by law and is school-specific. It includes the following: (1) proficiency rates on standard assessments (for all students and by subgroups); (2) student academic growth; (3) graduation rates; (4) attendance; (5) post-secondary enrollment (if

applicable); and (6) student performance on other valid and reliable assessments.

Drop Out Prevention and Recovery Community Schools are required to report and rate the following:

- Assessment Passage Rate (percent of students in grade 12, or within 3 months of turning 22, who have passed all 5 sections of the Ohio Graduation Test)
- Annual Measurable Objectives
- 4-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 5-Year Graduation Rate (Same measure that is on the A-F Report Card)
- 6-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 7-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- 8-Year Graduation Rate (Follows same logic as 5-Year Graduation Rate)
- Value-Added (this calculation will be different from the calculation on the A-F Report Card)
- Other Student Outcomes
- Attendance Rate
- Additional measures as available

10.4 **Unavailability of Some Performance Measures.** The **Governing Authority** and **Sponsor** acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when State testing or report cards are not available. In the absence of such data, the **School** will be evaluated, to the extent possible, on available indicators from the framework, and the **Sponsor** may consider qualitative data from corrective action plan monitoring and biannual reviews.

The success of the School shall be evaluated based on its academics, finances, organization/operations performance measures as identified in Articles III, IV, V, and VIII.

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

10.6 **Probation and Suspension.**

- a. **Probation.** After consulting with **Governing Authority**, **Sponsor** may declare in written notice to **Governing Authority** that **School** is in probationary status. The notice shall specify the conditions that warrant probationary status. Probationary status shall not extend beyond the current school year. The **Sponsor** may declare the **School** to be in probationary status only if it has received reasonable assurances from the **Governing Authority**, to its satisfaction, that the **Governing Authority** can and will take the necessary actions to remedy the conditions that warranted such probationary status as specified by **Sponsor**.

b. Intent to Suspend/Suspension. Pursuant to R.C. 3314.072, the **Sponsor** may suspend operations of the **School** for any of the following reasons:

1. Failure to meet student performance requirements stated in this Contract.
2. Failure to meet generally accepted standards of fiscal management.
3. Violation of any provision of this Contract or applicable state or federal law.
4. Other good cause.

c. Process.

1. **Sponsor** shall send a written notice of intent to suspend explaining the reasons and providing the **Governing Authority** with five (5) business days from receipt of notice to submit a proposed remedy.
2. **Sponsor** shall promptly review the proposed remedy.
3. If **Sponsor** disapproves of the proposed remedy or if the **Governing Authority** fails to submit a proposed remedy or fails to implement the remedy, the **Sponsor** may issue a Notice of Suspension.
4. The **School** again has an opportunity to submit a proposed remedy within five (5) business days of receipt of notice.
5. If the **School** fails to submit a proposed remedy to the satisfaction of the **Sponsor**, the **Sponsor** may deem the **School** to be in suspension. The **School** must cease operations on the next business day, and immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefor.
6. At all times during suspension, the **School** remains subject to nonrenewal or termination proceedings in accordance with the law.
7. If the **Sponsor** suspends the Contract, the Contract becomes void if the **Governing Authority** does not provide a proposal to remedy the conditions, satisfactory to **Sponsor**, by the 30th day of September of the following School Year.

10.7 Contract Authorization. Before executing this Renewal Contract, **Governing Authority** must pass a resolution authorizing execution of this Renewal Contract and authorizing a member of the **Governing Committee** to execute this

Renewal Contract for and on behalf of the **Governing Committee** with full authority to bind **Governing Authority**. The **School** shall provide a copy of the resolution to **Sponsor**.

10.8 **Expiration of Contract.** This Contract shall expire on its own terms and will cease to remain in force unless renewed by the Parties pursuant to the standards and process described in this Contract.

10.9 **Expiration, Termination and Non-Renewal of Contract**

- a. This Contract expires on the date provided in the Contract. The **Sponsor** and **School** may enter a Renewal Contract pursuant to R.C. 3314.03(E) unless the Contract is terminated or not renewed.
- b. **Sponsor** may choose not to renew a Contract at its expiration or may choose to terminate a Contract prior to its expiration for any of the following reasons:
 1. Failure to meet student performance requirements as stated in Contract.
 2. Failure to meet generally accepted standards of fiscal management.
 3. Violation of any provisions of the Contract, or applicable state or federal law.
 4. Other good cause.
- c. If the School does not intend to renew its Contract with the Sponsor, the School shall so notify the sponsor in writing and include its reasons at least one hundred eighty (180) days prior to this Contract's expiration date. Prior to such notification, the Governing Authority must adopt a resolution at a properly noticed public meeting that authorizes the nonrenewal and authorizes one or more persons to notify the Sponsor. The School may enter into a Contract with a new Sponsor at the expiration of this Contract or upon its assignment at this Sponsor's sole discretion.
- d. Upon fourteen (14) days' notice, **Sponsor** may choose to terminate the Contract prior to its expiration if **Sponsor** has suspended the operations of the **School**.
- e. Upon termination or non-renewal, the **School** may file a written notice requesting an informal hearing, which shall be held within fourteen (14) days of receipt of notice. If the **School** does not request an informal hearing, the Contract is terminated effective as of the date that **Sponsor** notified the **School** of its decision to terminate.

- f. Within fourteen (14) days after the informal hearing, the **Sponsor** will issue a final decision. If the **Sponsor** affirms its decision to terminate the Contract, the effective date of termination is the date of **Sponsor's** decision.
- g. Upon termination of its contract, the **School** shall close permanently at the end of the current school year or on a date specified in the notice of termination. A **School** whose contract is terminated shall not enter into a contract with any other sponsor.

At its sole discretion, the Sponsor may assume operation of the School pursuant to RC 3314.073(B) should the Governing Authority abandon its duties or breach its duties in a manner likely to cause immediate or irreparable harm to the School and/or its students.

10.10 **Closure.** The **School** shall comply with the closing procedures of **Sponsor**, the Department of Education, and all other required procedures at the pertinent time. The **Governing Authority** acknowledges the obligations of the **Sponsor** in Department of Education's closing guidance and consents to the authority of the **Sponsor** to carry out those obligations, if necessary. The **Governing Authority** agrees to complete its own statutory duties for closure. The **Governing Authority** acknowledges it is solely responsible for the sale, lease or other distribution of the facilities and agrees to maintain the facility until such time as it is sold or leased to another entity. The **School** must comply with all closing procedures, including those set forth in **ATTACHMENT 7**.

10.11 **Disposition of Assets.** In the event that this Contract is: (a) suspended and terminated; (b) not renewed and not reassigned to another sponsor; or (c) the **School** dissolves, the operation of the **School** will cease as a community school. The following requirements and procedures apply regarding the **Governing Authority** and the **School**:

- a. Adherence to R.C. 3314.074(A) and (B) must be respected to the fullest extent possible.
- b. After paying or adequately providing for the payment of all known obligations of the **School**, the **Governing Authority** shall distribute the remainder of the assets as follows:
 - 1. Assets held upon condition requiring return, transfer, or conveyance which condition shall have occurred by reason of the dissolution or otherwise, shall be returned, transferred or conveyed in accordance with such requirements.
 - 2. In the case of a public benefit corporation:
 - i. Assets held by it in trust for specified purposes shall be applied so far as feasible and in accordance with the terms of the trust.

- ii. Remaining assets shall be distributed to a public benefit corporation, the United States, a state or any political subdivision of a state, or a person that is recognized as exempt from federal income taxation under section 501(c)(3) of the “Internal Revenue Code of 1986,” as amended.
- iii. In the event and to the extent that, in the judgment of the Directors, it is not feasible to apply the assets provided in the above clauses (1) and (2), the assets shall be applied as may be directed by the Court of Common Pleas and the County and this State in which the **School** is located.

10.12 **Renewal Process.**

- a. Provided this Contract is not currently suspended and has not been non-renewed or terminated by the **Sponsor**, the **School** may apply to the **Sponsor** for renewal of the Contract. The **Sponsor’s** Protocol for Renewal is attached as **ATTACHMENT 7**.
- b. During the School Year in which this Contract expires, the **Sponsor** shall provide the **School** with the renewal application, the renewal application guidelines, and a list of required documents.

10.13 **High Stakes Review.** The **Sponsor** shall perform a High Stakes Review of the **School**. A High Stakes Review includes a rigorous evaluation of the **School’s** performance, including academic, financial, organizational, compliance with laws, and regulations and the Sponsorship Contract, including Performance Targets.

10.14 **Reasons for Non-Renewal of Contract.** The **Sponsor** may choose not to renew this Contract for any of the following reasons:

- failure to meet student performance requirements set forth in this Contract;
- failure to meet generally accepted standards of fiscal management;
- violation of any provision of the Contract or applicable state or federal law;
- other good cause. See R.C. 3314.07.

10.15 **Non-Renewal.**

- a. By January 15 of the year in which the Contract expires, the **Sponsor** shall notify the **Governing Authority** in writing of whether the **Sponsor** intends to renew or non-renew.
- b. If the **Sponsor** intends to non-renew this Contract, 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** in accordance with the **Sponsor's** protocol for non-renewal.

- c. The informal hearing shall be held within fourteen (14) days of receipt of request and no later than fourteen (14) days after the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate or non-renew the Contract.

10.16 **School Intention to Non-Renew.** If **School** does not intend to renew its Contract with **Sponsor**, **School** shall notify **Sponsor** in writing, including its reasons, at least one hundred eighty (180) days prior to expiration of this Contract. Prior to the notification, the **Governing Authority** must adopt a resolution at a properly noticed public meeting that authorizes the non-renewal of this Contract and that authorizes one or more individuals to notify **Sponsor**.

10.17 **Assignment of Contract.** **School** may enter into a contract with a new sponsor in accordance with R.C. 3314.03 upon the expiration of this Contract, or at the sole discretion of the **Sponsor**, by an assignment of this Contract before its expiration.

ARTICLE XI **MISCELLANEOUS**

11.1 **Dispute Resolution.** In the event of a dispute between **Sponsor** and **Governing Authority** regarding any term of this Contract or any community school issue, the Parties shall each designate a person to resolve the dispute. In the event that the dispute cannot be resolved by the Parties, the matter shall be submitted to the Superintendent of the **Sponsor** or his/her designee for resolution. The decision by the **Sponsor** or Superintendent or designee is final and binding. Any appeal of the decision of the Superintendent or designee shall be to the Hamilton County Court of Common Pleas as if it were an appeal from a decision of an arbitrator. The parties expressly agree to venue in Hamilton County, Ohio.

11.2 **Term.** This Contract shall be for a term of 4 year(s) commencing on July 1, 2024 and ending on June 30, 2028 unless renewed or a change in its sponsorship agreement with the Department of Education.

11.3 **Severability.** Should any term, clause or provision of this Contract be deemed invalid or unenforceable by a court of competent jurisdiction, all remaining terms, clauses or provisions shall remain valid and enforceable and in full force and effect, and the invalid or unenforceable provision shall be stricken or replaced with a provision as near as possible to the original intent.

11.4 **Headings.** Headings are for the convenience of the Parties. Headings have no substantive meaning.

11.5 **Notices.** All notices required or permitted by this Contract shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other

means by which receipt can be documented to the following persons and addresses:

If to Sponsor:

Educational Resource Consultants of Ohio, Inc.
3401 Hamilton-Mason Road, Suite A
Hamilton, OH 45011

With a copy to:

Phyllis E. Brown
Brown Law Firm, LLC
250 E. 5th Street, Suite 1500
Cincinnati, OH 45202

If to the Governing Authority or School to:

School: West Columbus Drop Back In, dba Capital High School
Anthony Forte, Board President
640 Harrisburg Pike
Columbus, OH 43223

With a copy to:

Legal Counsel Sean A. McCarter
1086 North 4th St., Suite 105
Columbus, Ohio 43201

- 11.6 **Amendments, Updates and Modifications.** This Contract constitutes the entire agreement among the Parties and any amendments, updates or modifications of this Contract shall be made and agreed to in writing, authorized and executed by both Parties. When a **School** seeks to amend or modify any terms in this Contract, the **School** must provide **Sponsor** with a writing setting forth the page number, article number and section number it seeks to change together with an explanation of its reasons. The **School** must not amend or modify the text within the Sponsorship Contract. Notifications required by this Contract shall not be considered amendments or modifications of this Contract.

Sponsor regularly updates its performance framework to support higher achievement and to ensure stronger compliance. **Sponsor** and its legal counsel regularly assess Contract language to ensure consistency with changes in State and/or Federal law and regulations at least every six months. If there are significant changes in State and/or Federal law and regulations at any time, legal counsel notifies **Sponsor** and **Sponsor** determines the need for modification. Finally, **Sponsor** may modify its existing contract to reflect changes and modify its template for new schools.

11.7 **Attachments.** All Attachments to this Contract are incorporated by reference into the Contract. Resolutions by the **Sponsor's Governing Board** and **School Governing Authority** approving this Contract shall be attached to this Contract.

**The Educational Resource
Consultants of Ohio**

School Governing Authority

By: David Harding

By: Ashley F. Felt

Title: President

Title: Board chair

with full authority to execute this Contract for and on behalf of **Sponsor** and with full authority to bind **Sponsor**.

with full authority to execute this Contract for and on behalf of the **School Governing Authority** and with full authority to bind the **School Governing Authority**

Attachment 1

- A. School Governing Authority Board of Directors Contact Info: Names, Addresses, Telephone Numbers, Emails, Resumes
- B. Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent and Employer Identification Number
- C. Code of Regulations
- D. Administrative and Governance Plan
- E. Conflict of Interest/Related Party Policy
- F. Related Party Disclosure Form
- G. School Calendar
- H. IRS Determination Letter
- I. Self-Evaluation of Operations and Governance Goals/Measurements
- J. Calendar of School Board Meetings

*Board Name: Board of Directors - West Columbus Drop Back In
 *Board Established Date: 4/7/2010 (e.g. date the charter was approved)
 *Term Length Years: 3 (e.g. the number of years that the board members serve; typically found in the bylaws)

*Required Information

*Member's Name	*Term Start Date	*Term Expiration Date	Original Start Date (if known)	Board Role (e.g. President, Vice President, Secretary, Treasurer, Other, etc.)	Board Role Start Date (if known)	E-mail	Address	City, State, Zip	Phone Number(s)	Preferred Phone Number
Anthony Forte	4/1/2022	6/1/2025	4/1/2010	Chairman (1 year term)	7/20/2023	a.forte@aol.com	200 North High St., 7th Floor	Columbus, OH 43215	614-280-6098 (work) 614-348-7042 (cell)	
Kimberly Gibson	4/1/2022	6/1/2025	4/1/2010	Vice Chairwoman (1 year term)	7/20/2023	Gibsonkrcmpt@aol.com	1697 Westbelt Dr.	Columbus, OH 43228	614-344-0414 (ext. 104) (work) 614-937-1448 (cell)	
Desmond Bryant	4/1/2023	6/1/2026	7/1/2010	Member	7/20/2023	statesman44@gmail.com	999 Country Line Rd., W	Westerville, OH 43082	614-370-9887 (work) 330-328-9531 (cell)	
Raymond Hutson	4/1/2021	6/1/2024	11/1/2018	Treasurer (1 year term)	7/20/2023	Raymond.Hutson@ecv.com	800 Yard St. Suite 200	Grandview Heights, OH 43212	614-232-7414 (work) 614-597-4933 (cell)	
Chris Gawronski	4/1/2021	6/1/2024	6/1/2021	Secretary (1 year term)	7/20/2023	chrisgaw2@gmail.com	54 W. Pacemoni Rd.	Columbus, OH 43202	614-681-4717 (work) 614-653-5501 (cell)	
Terrence Lawrence	4/1/2023	6/1/2026	1/16/2023	Member	7/20/2023	terrence.lawrence@gmail.com	214 N 18th Street	Columbus, OH 43203	614-406-0503	

<<copy and paste additional rows if necessary>>

Anthony Forte

CPD Representative at U.S. Dept of HUD

Experience

CPD Representative at U.S. Dept of HUD

Vice President (former) at Mid Ohio Development Exchange

2004 - 2007 (3 years)

Director, Community & Economic Development Dept. at Franklin County Board of Commissioners

March 2000 - July 2007 (7 years 5 months)

Alumnus at African American Leadership Academy

2005 - 2005

Education

Ohio University

BA, Poli Sci & Public Admin, 1983 - 1989

Activities and Societies: OU Marching 110, Student Leadership, Rhomeo Club, Track team, Student Senate member, Board of Judiciaries

African-American Leadership Academy

Leadership Development

International Economic Development Council

Professional Certification, Economic Developer Certification

National Development Council

Professional Certificate, Economic Development & Housing Development Finance Professional

U.S. Dept of HUD

Professional Certification, HOME Regulations & Administration Specialist

Anthony Forte

CPD Representative at U.S. Dept of HUD



Contact Anthony on LinkedIn

KIMBERLY A. GIBSON

1758 Franklin Avenue ■ Columbus, OH 43205 ■ 614 – 937-1448 (M)
■ gibsongreengirl@gmail.com

PROFILE

Accomplished, high energy, forward-thinking **Manufacturing Policy** leader with more than 20 years of growing responsibilities and notable successes in facilitating progress and growth in rapidly changing geopolitical landscapes. Proven ability to bring together disparate groups and interests within industry and all levels of government regarding issues related to energy, technology innovation, economic development, Workforce development and education, transportation, land use, and environmental quality. Thought leader.

AREAS OF EXPERTISE

- | | | |
|--------------------------------|----------------------|----------------------------|
| ■ Project & Program Management | ■ Budget Development | ■ Advocacy |
| ■ Strategic Planning | ■ Fundraising | ■ Consensus Building |
| ■ Workforce Development | ■ Proposal Writing | ■ Media & Public Relations |
| ■ Cross-Team Management | ■ Policy Analysis | ■ Communications |
-

CAREER PROGRESSION

EDISON WELDING INSTITUTE [EWI], Columbus, OH

2009 - Present

[EWI's mission is to advance our customers' manufacturing competitiveness through innovation in joining and allied technologies]

Communications Manager – American Lightweight Materials Manufacturing Innovation Institute.

Serve as manager of corporate and strategic communications for ALMMII, an industry led consortia of 176 members and partners from industry, academia and government established by the U.S. Dept. of Defense to advance lightweight metal technologies for the defense and transportation sectors as part of the National Network of Manufacturing Innovation.

- As part of the successful proposal team that won the \$80 million federal award to establish ALMMII, direct and manage all aspects of communications for the startup institute.
- Managed an entire rebranding of the consortia from LM3I to LIFT (Lightweight Innovations for Tomorrow) including website (lift.technology), logo, all marketing collateral, video and print.
- Created and led design and organization of Ribbon Cutting event for LIFT within 28 business days. Event featured national speakers, politicians, consortia partners and technical displays from academic and industry partners on lightweighting technologies, launch of the new brand and website and hosted over 300 persons.

Director – Workforce Technology & Community Partnerships. Serve as Director establishing workforce and education programming for EWI technologies.

- Created workforce, education and economic development partnerships in six states and with universities, community colleges, workforce intermediaries, national organizations and trade associations with a focus of manufacturing, welding and materials.
- Team Lead for workforce education and community outreach for large government proposals providing content and raising several million dollars in cost match from public and private sources to achieve proposal goals.
- Educate state and federal elected and appointed officials on various trends and important policy concepts in support of manufacturing including providing testimony and writing white papers.
- Authored Clinton Global Initiative Commitment for EWI to train 25,000 welders by 2025 using patented RealWeld Trainer technology and to digitally badge 5,000 welders using Mozilla platform.

Director – Advanced Energy Manufacturing Center. Served as Director launching new business unit focused on commercializing technologies that promote manufacturing competitiveness in the advanced energy space.

- Managed \$2.5 million budget including commercialization activities and supply chain assistance.
- Launched and led EWI Advanced Energy Manufacturing Center whose mission is to increase U.S. independence, security and competitiveness by reducing energy consumption, cost and waste in manufacturing

[SEE PAGE 2]

- systems and products, to transition manufacturing systems and support the development of self-reliant systems for energy production and consumption. Energy practice revenue at \$2 million (renewable technologies)
- Coached startup energy firms and ARPA-E awardees on manufacturability issues (low rate initial production, materials selection, scale up) and assist with public financing opportunities.
- Funded final stage of commercialization for patented non-contact vision technology for welder training.
- Business Development lead for US Departments of Energy, Commerce and Labor. Worked closely with internal partners to develop proposals for the Dept. of Defense focusing on addressing technology innovation and workforce development and education in manufacturing (additive, forming and light-weighting)
- Directed \$1.5 million state of Ohio funded Edison program to assist small manufacturers with technology insertion and scale up in several sectors (energy, automotive, aerospace, consumer industrial products)
- Launch Executive (on loan from EWI) to co-found and establish Ohio Advanced Energy Economy, a statewide member-based advocacy network for advanced energy companies. With local and national partners (AEE), secured approx. \$1 million for successful launch from charitable sources. www.advancedenergyohio.org.

OHIO AIR QUALITY DEVELOPMENT AUTHORITY [OAQDA], Columbus, OH

2008 - 2009

[Office of the Governor's Energy Advisor]

Assistant to Governor's Energy Advisor. Served as top advisor to Governor's Energy Advisor and Director of the Ohio Coal Development Office and Executive Director of the OAQDA on issues related to advanced energy, energy technology innovation and deployment, economic development and sustainability. Manage consultant contracts, loan negotiations and deal flow associated with stimulus programs.

- Designed and manage \$150 million Advanced Energy Job Stimulus Program for the state of Ohio including launch of the state's first online application process with branding across state agencies. Program goals include creating jobs that transform Ohio's economy by commercializing late stage energy technologies.
- Conducted public and industry outreach to inform program design and generate applications.
- Represent Energy Advisor on conference panels and before state boards and commissions as needed.
- Manage requests for federal ARRA funds from the USDOE Loan Guarantee Program and the Nuclear Decontamination & Decommissioning program.
- Coordinate state of Ohio response to climate change legislation for the Midwest Governor's Association Greenhouse Gas Accord and the National Governor's Association Carbon Capture & Sequestration Work Group.
- Collaborate across agencies to implement internal and external policy goals related to energy technology innovation and deployment and energy efficiency measures for industry and state and local government.

OHIO DEPARTMENT OF DEVELOPMENT [ODOD], Columbus, OH

2007 - 2008

[ODOD, Working with communities and businesses, the Department of Development promotes economic opportunities to improve the profits and prosperity of Ohio's citizens.]

Special Assistant for Energy, Transportation & Regional Collaboration. Served as top advisor to Lt. Governor and Director of the Ohio Department of Development on issues related to energy, transportation and local government collaboration. Crafted policies and guided research and strategic activities of ODOD in cooperation with the Governor's office. Prepared testimony, briefings and policy papers and worked closely with legislative team, Governor's office and key agencies (ODOT, PUCO, ODA, OEPA) to coordinate strategy, legislation and address needs of the General Assembly.

- Represented Lt. Governor on multiple Boards and Commissions including: the Ohio Power Siting Board, Technical Advisory Committee (Coal Development Office), Energy Strategy Team (compliance with EO#2), Ohio Turnpike Commission and the Ohio Rail Development Commission among others.
- Served as spokesperson on issues related to energy, transportation, and local gov't collaboration.
- Spearheaded ODOD strategic planning effort on Energy, Green Incentives and Regional Collaboration.
- Coordinated supply chain initiatives for all areas of advanced energy to connect industry with Ohio-based businesses, identify training and equipment gaps, transportation needs and secure funding and financing for advanced energy projects to create a market in Ohio.
- Researched and analyzed data forming the basis for energy efficiency portions of Governor Strickland's Energy, Jobs and Progress Plan (2007).
- Designed and managed two new programs mandated by General Assembly – Diesel Emissions Reduction Program utilizes ODOT federal transportation dollars to improve air quality; Regional Collaboration Grant Fund utilizes Local Government Funds to craft new service delivery models.

MID-OHIO REGIONAL PLANNING COMMISSION [MORPC], Columbus, OH

2002 - 2007

[MORPC, a voluntary association, assists 40 local governments in planning, programming, and brokerage services related to housing, transportation, land use, zoning, environmental, and technology issues.]

Regional Growth Strategy Program Manager. Managed all aspects of seven county growth strategy, a regional visioning effort designed to promote multi-jurisdictional decisionmaking using data on growth trends and their impact on land use, infrastructure and tax base across central Ohio. Provided analysis on issues related to land use, growth, transportation, air quality, energy deregulation, and economic development. Managed small staff, multiple consultants, and a budget approaching \$1 million. Also served as chief spokesperson on public policy matters; regularly giving presentations at statewide and Midwest regional conferences and meetings; and providing radio, television and print media interviews on a variety of issues. on a consistent basis. Conceptualized and provided content for several websites.

- Helped raise over \$750K from public/private sources and manage 70+ member steering committee.
- Created urban policy issue training materials for local public officials to use in educating key decision makers.

THE BROOKINGS INSTITUTION, Washington, DC

2001 – 2002

[The Brookings Institution has over 250 scholars and research assistants devoted to providing the highest quality research, policy recommendations, and analysis on the full range of public policy issues.]

Communications Analyst. Managed strategic communications for the Center on Urban & Metropolitan Policy including media relations, monitoring, and op-ed placement. Advised Director on communications options, messaged and edited publications, and wrote press releases for wide array of public policy products and books. Edited and placed opinion editorials appearing in *The New York Times*, *The Los Angeles Times*, *The Christian Science Monitor* and *The Philadelphia Enquirer*. Created national media and dissemination strategies and built relationships with constituencies to inform local policy conversations.

MID-OHIO REGIONAL PLANNING COMMISSION [MORPC], Columbus, OH

1998 - 2001

Senior Government Affairs Coordinator. Represented multiple local government interests before the Ohio General Assembly, Congress, and Executive Branch decision makers with primary expertise in transportation, land use, electric restructuring, economic development, telecommunications, and environmental issues. Built several successful statewide coalitions to achieve agency policy objectives. Assisted with agency strategic planning efforts.

- Helped draft and advocate for changes to Ohio's electric restructuring law that provided for low-income energy consumers and allowed communities to aggregate power for residents. Secured amendments and earmarks to multiple state and federal budgets through effective lobbying techniques.
- Created statewide consortium of Ohio's older suburbs. Designed statewide campaign to raise awareness of challenges facing aging communities and to lobby for changes to state policies.
- Created statewide coalition of chambers of commerce, regional councils, and governments to draft transportation funding bill in Ohio.
- Co-authored the "Highway Cost of Growth Study" outlining population growth in Columbus region, its impact upon infrastructure investment, and identified strategies to alleviate growth pressures through year 2020.
- Partnered with several local governments and regional agencies to submit \$1 million grant to U.S. EPA for Air Quality programs in the region.

OHIO DENTAL ASSOCIATION, Columbus, OH

1997 – 1998

Manager – Legal & Legislative Services. Coordinated fundraising efforts for the Ohio Dental Political Action Committee and released PAC donations based on association's policy objectives. Researched and prepared legislative briefs, conducted advocacy training, and initiated member contact with legislators utilizing the national award-winning AdvanceOHIO grassroots program. Completed and analyzed reports for filing with Federal Elections Commission and Ohio Secretary of State.

- Achieved top 5% ranking among over 700 PACs operating at Ohio Statehouse.

OHIO HOUSE OF REPRESENTATIVES, Columbus, OH

1995 - 1997

Legislative Aide - The Honorable Ann Womer Benjamin. Managed office including speech writing, scheduling, constituent work, and legislative initiatives. Conducted multiple research projects, facilitated negotiations, and drafted amendments for legislation. Responsible for all correspondence and media relations for the Chair of the Ohio House Criminal Justice Committee. Managed all aspects of successful county-wide state representative race garnering 62% of popular vote and raising over \$80,000 in campaign funds from individuals.

CITY OF OXFORD, Oxford, OH

1992 - 1994

Planning and Management Aide. Audited activities of city's newly formed Housing and Building Department. Worked with Planning Director to construct land use histories of 3,500 historic properties and identify zoning and building code violations resulting in declaratory judgment against 150 property owners for zoning violations. Successfully lobbied Oxford Council for housing reforms including frequent inspections and hiring of staff.

EDUCATION

B.S. American Studies, Miami University, Oxford, OH, 1994

Activities

The Greater Columbus Chamber of Commerce Government Affairs Steering Committee
 Magic Johnson Bridgescape Drop Out Recovery Academies Columbus, Ohio – 2010 – Present
 Member – Technology Review Advisory Board, College of Engineering, The Ohio State University (2012)
 Advisory Board – Advanced Energy Economy Ohio (2011)
 Board Member – Ohio Fuel Cell Coalition(2009-2014)
 Adjunct Lecturer, Austin E. Knowlton School of Architecture - The Ohio State University- 2003-2009
 Volunteer – Tumbling and Cheerleading Coach, Salesian Boys and Girls Club East Franklinton
 The New Metropolis: A Crack in The Pavement, *featured in a documentary airing on PBS stations nationwide*

Award

Business First – 20 People to Know in Manufacturing” - 2014
 Business First - Forty Under 40 Honoree – 2006
 Planner of the Year 2005 – Ohio Planning Conference, Central Ohio Section

Professional Memberships

Ohio Environmental Council; Ohio Historical Society; Franklin Park Conservatory; Columbus Metropolitan Club;
 Columbus Museum of Art; Columbus Idea Foundry

Publications

“Regional Energy Action Plan for Columbus, Ohio,” with MORPC and National Association of Regional Councils
 (NARC), Summer 2013
 “Ohio Energy Scenarios for Competitiveness and Economic Growth: A Perspective on Challenges and
 Opportunities: 2011-2021,” Spring 2011 with NARC
 “MORPC Regional Connections: Regional Fact Book,” Collaboration, Fall 2004.
 “Regional Compacts, Non-Compete Agreements and Codes of Conduct,” with A. Overbeck, August 2004.
 "Transportation Funding: An Ohio Primer," and "Fueling Sprawl, Ohio Style," Gubernatorial Policy Brief, 4/1998.
 "Electric Deregulation: A Question of Quality," August 1998, *Horizons Newsletter*, Volume 3.
 "Highway Cost of Growth Study," MORPC, Columbus, Ohio, November 1999.

Publications Expert Peer Reviewed:

“One-Fifth of America: A Comprehensive Guide to America’s First Suburbs” by Rob Puentes and David Warren.
 Published by Brookings Institution Metropolitan Policy Program, February 2006

Amici Brief filed on Behalf of the Ohio First Suburbs Consortium - City of Norwood v. Joseph P. Horney and Carl E.
 Gamble Jr. No. 05-1210,05-1211 (Ohio n.d.) [use of eminent domain for economic development]

"Slanted Pavement: How Ohio's Highway Spending Shortchanges Cities & Suburbs" Brookings Institution
 Metropolitan Policy Program, Ned Hill, March 2003

“Valuing America's First Suburbs: A Policy Agenda for Older Suburbs in the Midwest” by Rob Puentes Myron
 Orfield, Published by Brookings Institution Metropolitan Policy Program, April 2002

Ohio's First Suburbs: Rethinking Investment Strategies for a More Competitive Ohio by Todd Kleismit, 2002

“American Metropolitics: The New Suburban Reality,” Myron Orfield, Brookings Press 2002

“Ohio Metropatterns: A Regional Agenda for Community and Stability,” Myron Orfield and Thomas Luce,
 December 2002

Desmond A. Bryant M.Ed

3306 Woodmore Hollow Dr., Canal Winchester, OH, 43110 · Ph: (330)328-9531 ·
desmond.bryant1914@gmail.com

SUMMARY

I am a seasoned professional experienced in handling high-profile policy issues with sensitive political characteristics. Possess excellent organizational and writing skills with a proven ability to work with elected officials, legislative staff, and professional trade associations. I'm recognized in having the ability to coordinate internal and external stakeholders in building consensus on contentious policy issues. Effective and sound working knowledge of legislative process and well versed in public speaking with a demonstrated ability to work in fast-paced environments.

CORE LEADERSHIP COMPETENCIES

Government Affairs/Public Policy

Lobbying/Negotiating Skills

Innovative Problem Solver/Trouble-shooter

Issues Management/Project Coordination

Grassroots Advocacy/Key Contact Programs

Legislative Expertise/Congressional Affairs

State Government Advocacy

Able to work effectively "both sides of the aisle"

EDUCATION

Bachelor of Arts: Kent State University

Major Sequence: Political Science and History (American)

Master's Degree: University of Dayton, K-12 Educational Policy and Administration (M.Ed.)

EXPERIENCE

Council of Dev. Finance Agencies, Legislative & Federal Affairs Officer, Oct. 2015 – PRESENT

- Manage the Council's legislative and grassroots advocacy efforts and communicate with CDFA members and affiliates about the Council's advocacy efforts daily;
- Organize Capitol Hill Days with CDFA members to advocate for pressing development finance industry matters to members of Congress;
- Participate in research projects on development finance tools and creating policy papers or supplemental materials for use in CDFA's legislative campaigns;
- Sustain visibility and effectiveness of our trade association with members of Congress, Congressional staff, and regulatory and administrative agencies;
- Develop and distribute CDFA's Legislative Front newsletter and serve as the lead staff liaison for the CDFA Legislative Committee.

Ohio Senate, Senior Legislative Aide, January 2015 – October 2015

- Served as the Member's principal liaison charged with providing insight and direction on the development of policy positions and legislative initiatives, monitoring legislative activity on the Senate floor, and managing long and short term legislative planning for the member;
- Developed and implement social media communications and public relations strategies for the member; this includes overseeing the creation and distribution of the member's newsletters and questionnaires, generating ideas for press, mass mailings, newsletters, press releases, and editorials on issues of interest, and providing background and insight on media inquiries for the member and on their behalf. Maintaining open communication and collaboration with lobbyist and special interest groups is also a primary responsibility I must uphold in this position;
- Tracked legislation and briefed the Member for floor & committee work, work in the district, and outside Senate-related activities; this includes overseeing the progression of bills, recommending strategies and tactics on bills and developing the office's legislative agenda and priorities.
- Provided financial analysis and input for legislative committee(s) assigned. This included reviewing and monitoring the budgets of Ohio's Capital and Biennial Budget, and responsible for tracking actual and projected state agency spending and revenues, state agency contractual spending, and capital project planning, implementation, and costs.

Ohio House of Representatives, Senior Legislative Aide, January 2014 – December 2014

- Planned and created legislative initiatives and monitored legislative developments within committees and on the House floor, drafted amendments and acted as the liaison with committee and agency staffs;
- Tracked legislation and other developments and briefed the Member for floor work, committee work, work in the district, and outside House-related activities and attended committee meetings and met with, lobbyist, special interest groups, and constituents with interests in such meetings;
- Wrote floor speeches and editorials for news outlets and social media, and responded to constituent correspondences for the Member.
- Provided financial analysis and input for legislative committee(s) assigned. This included reviewing and monitoring the budgets of Ohio's Capital and Biennial Budget, and responsible for tracking actual and projected state agency spending and revenues, state agency contractual spending, and capital project planning, implementation, and costs.

Additional Professional Experience:

Ohio Department of Job and Family Services, Supervisor

Dept. Job and Family Services, Legislative Liaison (OCSEA)/Unemployment Specialist

Office of the Governor, (OH) Legislative Assistant, Washington D.C Office

Office of the Governor, (OH) Assistant Project Manager

Magic Johnson Bridgescape Academies, School Board Member

Groups/Organizations

Washington Program for National Issues

Columbus Program for Intergovernmental Issues

Congresswoman Joyce Beatty Campaign

Governor Ted Strickland Campaign

Political Support Team (OCSEA)

ODJFS Social Media Coordinator

Judge Steven Dingus Campaign

Workforce Solution Management Committee

Knowledge Base Committee (Microsoft: SharePoint)

Cuernavaca, Mexico Study Abroad

RAYMOND DEVONNE HUTSON
11157 Keswick Dr NW, Pickerington, OH 43147
Raymond.Hutson@ey.com (614) 597 - 4933

EDUCATION

Bowling Green State University, Bowling Green, OH
Masters of Accountancy, specializing in Auditing and Information Systems
Graduated: May 2013

Bachelor of Science in Business Administration, specializing in Accounting and Finance
Graduated: May 2012

EMPLOYMENT

Ernst & Young LLP, Columbus, OH July 2013 – present
Manager, Technology Risk Advisory Services

- Coordinated and managed teams through execution of information technology general control (ITGC), application control and IT dependent manual control attestation procedures, for U.S. registrants subject to Section 404 of the Sarbanes-Oxley Act of 2002
- Executed extensive ITGC, business process control, pre and post implementation reviews and data analytics procedures for large ERP platforms
- Developed and executed risk mitigation procedures in response to various information technology general control deficiencies, enabling the reliance upon applicable systems
- Coordinated and managed teams through successful remediation of significant deficiencies within client IT control environments
- Communicated key audit finding and audit impact to variety of stakeholders, including IT management, business management, C-suite executives, internal audit and external audit.
- Managed and executed third party reporting services (e.g., SSAE No. 18, Agreed Upon Procedures, Attestation Reports) for services organizations to foster trust with customers
- Managed internal audit co-sourcing engagements, including ongoing attestation procedures, controls rationalization and ERP implementation assessments
- Advised client information technology risk management stakeholders on efficient strategies and delivered through leadership materials regarding relevant compliance and digital topics.
- Managed development of third party risk management (TPRM) program
- Collaborate with clients to implement innovative technology including RPA, data analytics and drones.

Bowling Green State University, Bowling Green, OH August 2012 – May 2013
Graduate Assistant

Certification

- Certified Information Systems Auditor
- Certified U.S. Commercial Drone Pilot

Christopher Gawronski, JD

Columbus, OH • (614) 653-5501 • chris@chrisgawronski.com • /in/chrisgawronski/

ATTORNEY / EDITOR

Collaborative and meticulous writer and editor trusted by organizational leaders to review, synthesize, and present reports, opinions, and summaries critical to government and civic decisions, locally and internationally. Focus on developing and improving processes to ensure efficient production of concise, compelling documents. Adept at leading critical decision-making processes and communicating complex issues to diverse audiences. Noted for cross-cultural communication and ability to create structure in flexible work situations.

STATE OF OHIO BAR, Admission 2018 | U.S. SOUTHERN DISTRICT OF OHIO BAR, Admission 2020

Key Skills and Experience

Writing | Editing | Legal Analysis | Research | Document Review | Systems Development | Compliance
Project Management | Strategic Decision Making | International Law
Training | Cross-Cultural Communication | Collaboration | Team Partnership
Legal Research Tools | Public Speaking | Telework

Professional Experience

GAWRONSKI LEGAL LLC • Columbus, OH

2019 to PRESENT: Attorney at Law

Solo practice focuses on compliance and contract issues. Clientele is a mixture of individuals and small businesses and includes a long-term legal services relationship with a small, local manufacturing company. Past work has included contract review and drafting, contract dispute resolution, regulatory compliance, IP research, and pro bono assistance.

- **Improved confidentiality assurance** for a small manufacturing company through a refreshed series of contracts optimized to eliminate ambiguities.
- **Assessed status of certain IP rights** held by a non-profit client and advised what rights were needed for a desired project.

PENSTROKE EDITING • Columbus, OH

2020 to PRESENT: Freelance Editor

Work with both professional and non-professional writers to enhance and prepare their material for publication. Also provide coaching to students and non-native English speakers to develop good writing and self-editing techniques.

- **Conducted extensive re-edit** of academic book with national publisher.

GENEVA INTERNATIONAL CENTRE FOR JUSTICE (GICJ) • Geneva, Switzerland

Nonprofit, non-governmental human rights organization based in Switzerland.

2018 to 2019: International Law Fellow & Senior Human Rights Officer

Won a **competitive fellowship** through OSU Moritz College of Law to work abroad in a field of international law. Assisted GICJ with legal research, writing, and advocacy with multiple UN human rights mechanisms. Managed aspects of the office, coordinated staff of interns, and monitored report deadlines. Became the office supervisor of numerous interns and the trusted chief editor.

- **Conducted detailed legal research and analysis** of human rights situations and alleged violations. Produced multiple reports and letters seeking action by the UN Human Rights Council and Treaty Bodies. Drafted research articles on human rights law topics.
- **Enhanced accuracy of documents** through in-house English training and collaborative editing with non-native speakers and European-trained lawyers. Resulted in a more consistent writing style, a more unified organizational voice, and tighter legal arguments.
- **Created onboarding and training guides** using Microsoft design tools to facilitate transitions for frequently changing volunteer staff. Created internal scheduling and management processes to enhance written products in a fast-paced, collaborative deadline environment.

Service Leadership

Clintonville Area Commission,
elected member for six years,
including three as Chair.

Clean Fuels Ohio,
former board member and
board president

Leadership Columbus,
class of 2002.

OHIO CONSTITUTIONAL MODERNIZATION COMMISSION • Columbus, OH

Temporary, 32-member state agency created to review the Ohio Constitution and recommend changes.

JANUARY to JUNE 2017: Law Clerk | Intern

Began work as an intern providing research and meeting support. **Asked to stay on as a law clerk** to compile a series of final reports synthesizing the Commission's work and ensuring a complete historical record after the Commission was prematurely disbanded. Worked directly with the legal counsel and executive director.

- **Reviewed and synthesized hundreds of documents**, including resolutions, minutes, and notes from seven years of Commission meetings, and produced eight comprehensive reports in less than one month. Collaborated with the state printing office to ensure timely production of hard copies. Resulted in convenient overview of all Commission activities and recommendations to facilitate future implementation and research.
- **Specially requested to assist with wrap-up activities** after completion of internship.

ABU DHABI DEPARTMENT OF TRANSPORT • Abu Dhabi, UAE

Emirate government agency overseeing all transport modes for people and goods.

2009 to 2015: Regulation Specialist

Developed regulations and regulation processes for the Emirate's multimodal transportation system as part of a large, multinational staff of professionals. Collaborated with colleagues across multiple governmental agencies, including planning, police, education, and municipal affairs. Frequent speaker at UAE conferences and events.

- **Created processes** for regulation development and adoption by successfully navigating professional, cultural, and territorial issues within the department. Became a **trusted advisor** on regulation development.
- **Drafted first regulations** for school transportation. Worked as part of small team to complete regulations and develop regulatory inspection processes and standards.
- **Invited to speak** on regulatory development at a U.S. national conference of transportation professionals.

"I worked with Chris on numerous projects.... Chris would consistently stand out as a person who was well organized and prepared during every meeting. His enthusiasm and optimism were key to the success of our internal development projects. He was constantly selected as our preferred option to champion these initiatives to his division because of his positive influence amongst his peers and management."

**Abraham Rolander, former Analyst,
Abu Dhabi Department of Transport**

MID-OHIO REGIONAL PLANNING COMMISSION (MORPC) • Columbus, OH

2000 to 2009: Principal Planner | Senior Planner | Associate Planner

Promoted progressively to play a major role in developing the regional transportation plan and working with partners to promote alternative modes of transportation. Drafted and edited numerous reports and planning documents, led staff teams, collaborated with local government members and state partners, and frequently presented advisory committees and board members. Represented MORPC at numerous meetings and committees. Spearheaded organizational initiative to better manage electronic files. Won a state grant promoting energy conservation in local building and planning.

Early Career**BRITISH COLUMBIA MINISTRY OF MUNICIPAL AFFAIRS**

Consultant Researcher

OHIO LEGISLATIVE SERVICE COMMISSION

Fellow, Legislative Aide

Education and Credentials**THE OHIO STATE UNIVERSITY, MICHAEL E. MORITZ COLLEGE OF LAW**

Juris Doctor (JD), Magna Cum Laude

Order of the Coif | Editor in Chief, *Ohio State Law Journal*

Finn International Fellow, Switzerland | Legal Intern, Ohio State Civil Law Clinic

Published Student Note: *Where No Law Has Gone Before*, 79 OHIO ST. L.J. 175 (2018)

UNIVERSITY OF BRITISH COLUMBIA, SCHOOL OF COMMUNITY AND

REGIONAL PLANNING • Master of Arts in Planning

UNIVERSITY OF TOLEDO • Bachelor of Arts in Geography and Planning

Selected Reports and Publications

- *Human Rights and COVID-19: Human Rights Obligations of States During the COVID-19 Pandemic* (2020)
- *Working Toward Peace in Yemen: Building on the Security Council Framework* (2019)
- *Where No Law Has Gone Before: Space Resources, Subsequent Practice, and Humanity's Future in Space* (2018)
- Abu Dhabi Emirate School Transport Regulations, contributor (2012)
- *Fairfield County Active Transportation and Open Space Plan*, editor and contributor (2009)
- *CapitalWays Transportation Plan*, editor and contributor (2008)
- *Planning for Our Future: 2030 Transportation Plan Summary*, editor (2004)

TERRENCE LAWRENCE

Columbus, Ohio 43203 | 614.406.0503 | terrence.lawrence@gmail.com

CORE COMPETENCIES

- Diversity & Inclusion
- Community Recreation
- Program Design
- Health & Wellness
- Neighborhood Advocacy
- Policy Development
- Marketing

EDUCATION

Duquesne University

Master of Science -
Leadership

Capital University

Bachelor of Science -
Health and Fitness Management

TEACHING EXPERIENCE

Columbus State Community College

- Cols 1100: First Year Experience Seminar
- SES 1100: Personal Fitness Concepts
- SES 1101: Intro to Sport & Exercise Studies

Urbana University

- SPM 470: Leadership in Sport
- SPM 450: Managing Athletic Programs

Franklin University

- EXS 125: Designing Exercise Programs

ADDITIONAL EXPERIENCE

CSCC African American Employee Resource

- Chair
- Co Chair
- Member (Current)

Ohio Department of Commerce

- Realtor

American Council on Exercise

- Certified Personal Trainer

Ohio Department of Youth Services

- Program Administrator

Educational Resource Consultants of Ohio, Inc. Capital University coordinated 67 of 2004

PROFESSIONAL EXPERIENCE

COLUMBUS STATE COMMUNITY COLLEGE (CSCC)

DIRECTOR

2019 - PRESENT

- Develops and leads all program components inclusive of supervising staff and ensuring high quality partnerships within CSCC
- Comprehensively and strategically recruits first generation and low-income students
- Administers budget of \$330,000 annually
- Provides students with connections and resources for economic stability removing food and housing insecurity and other essential needs gaps
- Drafts application and leads process to determine applicant eligibility and interview/selection
- Presents to school administrators, counselors, teachers, and students to maintain high program visibility and success
- Coordinates disbursement of scholarship funds to program participants and transfer partners
- Advises students regarding financial aid award packages, transfer awards and program admission criteria
- Collaborates with respective partners to ensure college readiness, enrollment, marketing, and pertinent academic program functions are effective
- Partners strategically to ensure a welcoming, inclusive, and productive environment where students are valued and able to contribute to their full potential
- Counsels other leadership and work groups related to holistic support program design and barriers access
- Serves as a liaison to external constituency groups including other higher education institutions and K-12 institutions

PROGRAM SUPERVISOR

2014 - 2019

- Developed first of its kind student-athlete support services program at CSCC that provides academic support for student athletes
- Assisted in the development and delivery of customized Title IX, discrimination and harassment training for students
- Supervised coaches, student athletes and volunteer assistants
- Trained coaches, players, advisors and tutors on National Junior College Athletic Association rules and regulations
- Reviewed and verified applications, evaluated transcripts and other document related to student eligibility and enrollment
- Performed initial fact-finding interviews to support the Director of Athletics enforcement of compliance violations and student conduct violations
- Ensured compliance with the National Junior College Athletic Association and Ohio Community College Athletic Association rules and regulations
- Maintained strict confidentiality and practiced sound ethical judgment toward privacy complying with HIPAA, FERPA, and other laws pertaining to such confidentiality

CITY OF COLUMBUS

COMMUNITY CENTER MANAGER

2011 - 2014

- Reestablished the Milo Grogan Community Recreation Council which encouraged community member engagement in the reduction of violence in the area
- Established community summer playground program with more than 80 registered participants
- Recruited and sustained volunteers for a monthly community program to provide nutritional guidance and fresh produce to an underserved community in a food desert
- Chair of CRPD Flag Football & Track & Field Committees
- Developed and maintained \$30,000 annual operation budget for part-time personnel ensuring fiscal control through expenditure monitorin
- Supervised a staff of 8 by assigning work tasks, creating weekly schedules, and issuing coaching/discipline as needed
- Partnered with Ohio High School Athletic Association to secure officials for basketball and flag football league game
- Fostered positive interactive community relationships by meeting with community area commissions, civic associations and community businesses

Capital University coordinated 67 of 2004



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/16/2016	201613400408	TRADE NAME REGISTRATION (RNO)	39.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment

CALENDAR LAW GROUP
100 EAST BROAD ST.
SUITE 690
COLUMBUS, OH 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
3903871

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

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

Document(s)

TRADE NAME REGISTRATION

Effective Date: 05/13/2016

Document No(s):

201613400408

Date of First Use: 05/06/2016

Expiration Date: 05/13/2021

WEST COLUMBUS DROP BACK IN
100 EAST BROAD ST., SUITE 690
COLUMBUS, OH 43215



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
16th day of May, A.D. 2016.

Jon Husted
Ohio Secretary of State



Form 534A Prescribed by:

JON HUSTED
 Ohio Secretary of State

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

Date Electronically Filed: 5/13/2016

Name Registration

Filing Fee: \$39

CHECK ONLY ONE (1) Box

<input checked="" type="checkbox"/> Trade Name (167-RNO)	Date of first use: 5/6/2016 <small>MM/DD/YYYY</small>	<input type="checkbox"/> Fictitious Name (169-NFO)
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">CAPITAL HIGH SCHOOL</div> Name being Registered or Reported		
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">WEST COLUMBUS DROP BACK IN</div> Name of the Registrant		
<small>Note: If the registrant is a partnership, please provide the name of the partnership. Individual partner names are not permitted but are required on page 2 of the form.</small>		

 Registrant's Entity Number (if registered with Ohio Secretary of State): 1917057
All registrants must complete the information in this section

The general nature of business conducted by the registrant:

To form, maintain and provide a school exclusively for educational, literary, scientific and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, to use and apply the whole or any part of the income therefrom.

Business address:

100 EAST BROAD ST., SUITE 690

Mailing Address

COLUMBUS

City

OH

State

43215

ZIP Code

Complete the information in this section if registrant is a partnership NOT registered in Ohio pursuant to ORC 1776, if partnership is registered, provide registration number on page one.

Provide the name and address of at least one general partner:

Name

Address

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign corporation/limited liability company, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation/limited liability company licensed in Ohio under an assumed name, please provide the assumed name and the name as registered in its jurisdiction of formation.

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

Required
Application must be
signed by the registrant or
an authorized representative.

WEST COLUMBUS DROP BACK IN
Signature

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

JAMES S. CALLENDER JR.
By (if applicable)

Print Name

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



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
05/03/2011	20112300058	TRADE NAME/ORIGINAL FILING (RNO)	50.00	.00		.00	.00

Receipt

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

BUCKLEY KING, LPA
ATTN: MATT BRADFORD
600 SUPERIOR AVE. EAST, SUITE 1400
CLEVELAND, OH 44114

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted**2017234**

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

CAPITAL HIGH SCHOOL

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

Document(s)

TRADE NAME/ORIGINAL FILING

Date of First Use: 04/01/2011
Expiration Date: 04/28/2016

Document No(s):

20112300058

WEST COLUMBUS DROP BACK IN
600 SUPERIOR AVENUE E
STE 1400
CLEVELAND, OH 44114



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 28th day of April, A.D.
2011.

Ohio Secretary of State



Form 534A Prescribed by the:
Ohio Secretary of State

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

www.sos.state.oh.us
Busserv@sos.state.oh.us

Expedite this form: (select one)
Mail form to one of the following:

☒ Expedite PO Box 1390
Columbus, OH 43216

☐ No Expedite PO Box 670
Columbus, OH 43216

NAME REGISTRATION
Filing Fee \$50

(CHECK ONLY ONE (1) BOX)

☒ Trade Name
(167-RNO)

Date of first use: 04/01/2011

☐ Fictitious Name
(169-NFO)

Name being registered or reported: Capital High School

Name of the Registrant: West Columbus Drop Back In

NOTE: If the registrant is a foreign corporation licensed in Ohio under an assumed name, provide the assumed name and the name as registered in its jurisdiction of formation.

The Registrant is a(n): (Check only one (1) box)

☐ Individual

☐ Unincorporated Association

☐ Partnership

Registration #, if any _____

☐ Professional Association

☐ Limited Partnership

Registration # _____

☐ Other

If foreign, Jurisdiction of Formation _____

☐ Limited Liability Partnership

Registration # _____

If foreign, Jurisdiction of Formation _____

☐ Limited Liability Company

Registration # _____

If foreign, Jurisdiction of Formation _____

☒ Ohio Corporation

Charter #

1917057

☐ Foreign Corporation

Ohio license # _____

Jurisdiction of Formation _____

RECEIVED
2011 APR 28 PM 2:45
OHIO SECRETARY OF STATE

All registrants must complete the information in this section

Business address:

600 Superior Avenue E - Ste 1400

Mailing Address

ClevelandOH44114

City

State

Zip Code

The general nature of the business conducted by the registrant:

Educational/Community School Services**Complete the information in this section if registrant is a partnership not registered in Ohio**

Provide the name and address of at least one general partner.

Name

Address

NOTE: Pursuant to OAG 89-081, if a general partner is a foreign corporation, it must be licensed to transact business in Ohio; if a general partner is a foreign corporation licensed in Ohio under an assumed name, please provide the assumed name and the name as registered in its jurisdiction of formation.

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

REQUIRED

Must be authenticated
(signed) by the registrant or
an authorized
representative

Signature

Matthew Bradford

Print Name

04/27/2011

Date

Signature

Print Name

Date



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/26/2010	201005700046	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00	.00	.00	.00

Receipt

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

BUCKLEY KING, LPA
ATTN: JAMIE CALLENDER
600 SUPERIOR AVE. EAST, 14TH FLOOR
CLEVELAND, OH 44114

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1917057

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

WEST COLUMBUS DROP BACK IN

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

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
201005700046



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 23rd day of February,
A.D. 2010.

Ohio Secretary of State



Prescribed by:

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

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

Expedite this Form: (Select One)	
All Form is one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$190 ***
<input checked="" type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)
Filing Fee \$125.00

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

(1) <input type="checkbox"/> Articles of Incorporation Profit (113-ARF) ORC 1701	(2) <input checked="" type="checkbox"/> Articles of Incorporation Non-Profit (114-ARN) ORC 1702	(3) <input type="checkbox"/> Articles of Incorporation Professional (170-ARP) Profession ORC 1705
--	---	--

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

FIRST: Name of Corporation West Columbus Drop Back In

SECOND: Location Columbus Franklin
(City) (County)

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

☐ Check here if additional provisions are attached

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

THIRD: Purpose for which corporation is formed

See attached

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

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

(No. of Shares)	(Type)	(Par Value)
<u>N/A</u>		

(Refer to Instructions if needed)

Completing the information in this section is optional

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

Kimberly Gibson

(Name)

236 W. 2nd Avenue

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Columbus

(City)

Ohio

(State)

43201

(Zip Code)

James Melle

(Name)

167 Rustic Place

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Columbus

(City)

Ohio

(State)

43214

(Zip Code)

Brian Paul

(Name)

122 Bell St.

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Chagrin Falls

(City)

Ohio

(State)

44022

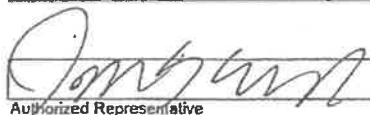
(Zip Code)

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

Authorized Representative

Date

(Print Name)



Authorized Representative

2/13/2010

Date

James S. Callender, Jr.

(Print Name)

Authorized Representative

Date

(Print Name)

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

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being at least a majority of the incorporators of West Columbus Drop Back In hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is

James S. Callender, Jr.

(Name)

600 Superior Ave., East, Suite 1400

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Cleveland

, Ohio

44114

(City)

(Zip Code)

Must be authenticated by an
authorized representative

James S. Callender, Jr.
Authorized Representative

2-23-2010
Date

Authorized Representative

Date

Authorized Representative

Date

ACCEPTANCE OF APPOINTMENT

The Undersigned, James S. Callender, Jr., named herein as the

Statutory agent for, West Columbus Drop Back In, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature: James S. Callender, Jr.
(Statutory Agent)

Purpose for which corporation is formed:

1. To form, maintain and provide a school exclusively for educational, literary, scientific and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove.
2. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any Director or Officer of the Corporation, or any member of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no Director or Officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.
3. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
4. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
5. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
6. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

7. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.
8. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.
9. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, education, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

670305-1

**EIN Assistant**

Your Progress:

1. Identity ✓

2. Authenticate ✓

3. Addresses ✓

4. Details ✓

5. EIN Confirmation**Congratulations! The EIN has been successfully assigned.**EIN Assigned: **27-1967736**Legal Name: **WEST COLUMBUS DROP BACK IN**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)**Help Topics**

Can the EIN be used before the confirmation letter is received?

CERTIFICATION OF RESOLUTION

STATUTORY AGENT UPDATE AND LEGAL NOTICE CHANGE

CAPITAL HIGH SCHOOL

(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of West Columbus Drop Back Inc, dba Capital High School, (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 Capital High School Board of Directors approves the Statutory Agent Update attached as Exhibit A, and authorizes Sean McCarter to be appointed Statutory Agent. Sean McCarter is also directed to take all actions necessary to file the Statutory Agent Update with the Ohio Secretary of State and to advance the filing fee of \$25.00. The attachment hereto is incorporated herein as if restated in its entirety. Sean McCarter is also authorized to provide notice of update of legal counsel notice for the School's lease, management agreement, sponsor agreement and any other agreement that contains a notice provision previously listing prior legal counsel.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the Assignment Agreement ~~(without)~~ with)

amendments, made by Kimberly Gibson

seconded by Desmond Bryant.

Board Member Name/Initials	AYE	NAY	OTHER (not present, abstain, etc.)
Desmond Bryant	<input checked="" type="checkbox"/>		
Kim Gibson	<input checked="" type="checkbox"/>		
Ashley Ingram	<input checked="" type="checkbox"/>		
Jon Lauden	<input checked="" type="checkbox"/>		
Anthony Forte, Chairman	<input checked="" type="checkbox"/>		

As adopted on this 16 day of August, 2018.

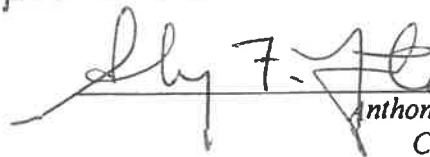

Anthony Forte, Chairman
Capital High School

EXHIBIT A



Filing Form Cover Letter

Please return the approval certificate to:

Name *(Individual or Business Name)*:

Sean McCarter

To the Attention of *(if necessary)*:

Address: 88 North 5th St.

City: Columbus

State: Ohio

ZIP Code: 43215

Phone Number: 6143952919

E-mail Address: sean@smccarterlaw.com

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

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

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

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

JON HUSTED
Ohio Secretary of State



Toll Free: (877) SOS-FILE (877-767-3453)
Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov
File online or for more information:
www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 788
Columbus, OH 43216

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

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

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

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

(2) Change of Address of an Agent

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

(3) Resignation of Agent

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

Name of Entity West Columbus Drop Back InCharter, License or Registration No. 1917057Name of Current Agent James S. Callender, Jr.

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

Name and Address of New Agent

Sean A. McCarter

Name of Agent

88 North 5th St.

Mailing Address

Columbus

City

OH

State

43215

ZIP Code

Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, **Sean A. McCarter**, named herein as the
Name of Agent
statutory agent for **West Columbus Drop Back In**, hereby acknowledges
Name of Business Entity
and accepts the appointment of statutory agent for said entity.

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

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

New Address of Agent _____
Mailing Address

City State ZIP Code

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

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

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

Mailing Address

City State Zip Code

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

Required

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

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

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

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/15/2021	202107403222	TRADE NAME RENEWAL (RNR)	25.00				0

Receipt

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

SEAN MCCARTER
88 NORTH FIFTH ST
COLUMBUS, OH, 43215

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose

3903871

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

CAPITAL HIGH SCHOOL

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

Document(s)

TRADE NAME RENEWAL

Document No(s):

202107403222

Effective Date: 03/15/2021



United States of America
State of Ohio

●Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 15th day of March, A.D. 2021.

Ohio Secretary of State

CERTIFICATION OF RESOLUTION

BYLAWS

(REVISED)

CAPITAL HIGH SCHOOL
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of West Columbus Drop Back Inc, dba Capital High School, (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 Capital High School Board of Directors shall approve and adopt the revised Bylaws, as recommended and presented by the Review/Revision of Bylaws ad hoc Committee, subject to ERCO approval, attached as Exhibit A, attached hereto and incorporated herein as if restated.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the revised Bylaws (without / with) amendments,

made by K. Gibson

seconded by C. Gawronski

Board Member Name/Initials	AYE	NAY	OTHER (not present, abstain, etc.)
Kimberly Gibson	✓ <u>KG</u>		
Desmond Bryant			✓
Raymond Hutson	✓ <u>RH</u>		
Christopher Gawronski	✓ <u>CG</u>		
Anthony Forte, Chairman	✓ <u>AF</u>		

As adopted on this 15 day of September, 2022.


Anthony Forte, Chairman
Capital High School

EXHIBIT A

Bylaws

West Columbus Drop Back In

Article 1 General

Section 1.1: NAME

The name of this Ohio nonprofit corporation shall be West Columbus Drop Back In (hereinafter the "Corporation").

Section 1.2: PURPOSE AND OBJECTIVE

1.2.1 Subject to all of the terms and conditions set forth in these Bylaws, the Corporation is organized, and will be operated, exclusively for charitable, educational, and scientific purposes within the meaning of §§501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (the "Code"), as follows:

- a. To form, maintain and provide a school exclusively for educational, literary, scientific, and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove.
- b. In addition, the Corporation may engage in other charitable and educational activities described in §§501(c)(3) and 170(c)(2) of the Code.
- c. In carrying out its charitable, educational, and scientific purposes, the Corporation shall have all of the powers that may be conferred upon nonprofit corporations formed under the laws of the State of Ohio to carry out such purposes.

1.2.2 In carrying out its charitable, educational, and scientific purposes, the Corporation shall have authority to receive and maintain real and tangible or intangible personal property and shall use and apply all or any part of such property and/or the income therefore exclusively for charitable, educational, and scientific purposes within the meaning of §§501(c)(3) and 170(c)(2) of the Code.

- 1.2.3 An individual's decision to drop out of school has a profound impact on not only their quality of life but also their communities and the rest of society. It is the Corporation's objective to provide the opportunity to students who want a choice other than a traditional school setting. The Corporation's philosophy is that all students can learn. It will advocate for student achievement in school and in life via individualized learning to assist every student in successfully meeting all expected performance standards and graduating.

Section 1.3: LOCATION

The Corporation's headquarters shall be located and maintained in Franklin County, Ohio, or at such other location within the State of Ohio as the Board of Directors may from time to time determine.

Section 1.4: 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 1.5: FISCAL YEAR

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

Section 1.6: AUDIT

The fiscal records of the Corporation shall be prepared each year by independent Certified Public Accountants and the report thereof made available to 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.

Article 2 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 3 Board of Directors

Section 3.1: SIZE

The corporation shall have at least five directors but not more than nine, 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 3.2: POWERS

Except when the law, the Articles, or these Bylaws otherwise provide, 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 Board may be delegated to such persons or committees as the Board may determine.

Section 3.3: DUTIES OF DIRECTORS

It shall be the duty of the directors to:

- a. Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation, or by these bylaws;
- b. Meet at such times and places as required by these bylaws;
- c. Register their postal addresses and email with the secretary of the corporation, and notices of meetings mailed or emailed to them at such addresses shall be valid notices thereof.

Section 3.4: ELECTIONS AND TERMS OF OFFICE

- 3.4.1 Directors shall be elected by the Board. The Board may elect any person to be a director who it believes, in its sole discretion, will serve the interests of the Corporation faithfully and effectively. A director shall serve the duration of the term to which the director is elected or until a successor is elected.
- 3.4.2 The Board shall conduct elections for directors each year in June. The election may take place at a regular Board meeting or at a special Board meeting held for the purpose of electing directors.
- 3.4.3 The term of office for a director shall commence on July 1 of the year of election and expire three years later on June 30. The terms for directors shall be staggered such that no more than 40% of the director terms expire in the same year. When the number of directors is increased by the Board, up to the maximum number provided in Section 3.1, the Board must determine the length of a new director's initial term, which may be less than three years, to keep terms staggered in accordance with this Section.
- 3.4.4 Any director may, by written notice to the Board of Directors, resign at any time.
- 3.4.5 Any director may be removed by a majority vote of all of the remaining members of the Board of Directors without cause at any time.
- 3.4.6 A vacancy on the Board will be filled by the Board of Directors for the unexpired term. A director elected to fill a vacancy shall take office immediately following the meeting in which the election is held and shall serve the remainder of the term.
- 3.4.7 The Board shall maintain a roster of directors and terms in accordance with this section.

Section 3.5: EX OFFICIO DIRECTORS

The Board of Directors may appoint one or more ex officio members of the Board of

Directors. Ex officio members of the Board of Directors shall be entitled to a notice to be present in person, to present matters for consideration and to take part in consideration of any business by the Board of Directors at any meeting of the Board of Directors, shall not be counted for purposes of a quorum and shall have no voting rights for purposes of authorizing any act or transaction of business by the Board of Directors. The term of an ex officio director shall be for such time as the Board of Directors shall designate.

Section 3.6: COMPENSATION

Directors may be compensated for service on the Board in accordance with state law. A director may be reimbursed, as authorized and approved by the Board, for expenses incurred in furtherance of the purposes of the Corporation. Any payments to directors, other than compensation or reimbursements, shall be approved in advance in accordance with the Corporation's conflict of interest policy.

Section 3.7: ANNUAL AND REGULAR MEETINGS

Annual Meetings of the Board of Directors shall be held each year in June at a time and place, within or without the State of Ohio, designated by the Board. Regular Meetings of the Board of Directors may be held at such other times and places as may be fixed by the Board; however, the Board of Directors will meet at least quarterly.

Section 3.8: 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 at least three of the directors entitled to vote on matters presented to the Board of Directors.

Section 3.9: 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.

Section 3.10: WAIVER OF NOTICE

Notice of any meeting of the Board may be waived in writing, either before or after the holding of such meeting, by any director, which writing shall be filed with the Secretary or entered upon the record of the meeting. The attendance of any director at any meeting of the Board without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver of notice of such meeting.

Section 3.11: ACTION WITHOUT A MEETING AUTHORIZED

The Board may authorize actions by means of a writing or writings signed by all of the directors without a meeting.

Section 3.12: QUORUM FOR MEETINGS

Except as otherwise provided in these Bylaws, the minimum number of directors

necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the directors entitled to vote who are then in office.

Section 3.13: MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the articles of incorporation, these bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the board.

Section 3.14: 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 3.15: MEETINGS HELD THROUGH COMMUNICATION EQUIPMENT

Meetings of the Board of Directors or any committee of 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.

Section 3.16: NONLIABILITY OF DIRECTORS

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

Article 4 Officers

Section 4.1: 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 other such officers with such titles as may be determined from time to time by the Board of Directors.

Section 4.2: QUALIFICATIONS AND AUTHORITY OF OFFICERS

The Chair and Vice Chair must be directors. Other officers of the Corporation may, but do not need to, be directors of the Corporation. Officers of the Corporation shall perform such duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the Board of Directors

Section 4.3: ELECTION AND TERM OF OFFICE

Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office for a period of one year, or 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.

Section 4.4: REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by the Board of Directors, at any time. Any officer may resign at any time by giving written notice to the Board or to the Chair or Secretary of the Corporation. Any resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board relating to the employment of any officer of the Corporation.

Section 4.5: VACANCIES

Any officer vacancy caused by the death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of Chair, such vacancy may be filled temporarily by appointment by the Chair unless such time as the Board shall fill the vacancy.

Section 4.6: DUTIES OF CHAIR

The Chair, subject to the control of the Board of Directors, shall supervise and control the affairs of the Corporation and the activities of the officers. Unless another person is specifically appointed as chairperson of the Board of Directors, the Chair shall preside at all meetings of the Board of Directors.

Section 4.7: DUTIES OF VICE CHAIR

In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chair.

Section 4.8: DUTIES OF SECRETARY

The Secretary shall:

- a. Keep at a place designated by the Board the original, or a copy, of these bylaws as amended to date.
- b. Keep at such place as the Board may determine, a book of minutes of all meetings of the Board, and, if applicable, meetings of committees, 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.
- c. See that all notices are duly given in accordance with the provisions of these bylaws or as required by law.
- d. 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.
- e. Exhibit at all reasonable times to any director of the Corporation, or to his or

her agent, on request therefore, the bylaws and the minutes of the proceedings of the Corporation.

- f. In general, perform all other duties incident to the office of Secretary.

Section 4.9: DUTIES OF TREASURER

The Treasurer shall:

- a. Have charge and custody of, and be responsible 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.
- b. Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.
- c. Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board, taking proper vouchers for such disbursements.
- d. Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.
- e. Exhibit at all reasonable times the books of account and financial records to any director of the Corporation, or to his or her agent, on request therefore.
- f. Render to any director, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.
- g. Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.
- h. In general, perform all other duties incident to the office of Treasurer.
- i. Be bonded for an amount to be determined annually by the Board.

Article 5 Committees

Section 5.1: EXECUTIVE COMMITTEE

The Board of Directors may, by a majority vote of its members, designate an Executive Committee consisting of not less than two but no more than five board members and may delegate to such committee the powers and authority of the Board in the management of the business and affairs of the Corporation, to the extent permitted, and, except as may otherwise be provided, by provisions of law. The Executive Committee shall report its actions at the next regular meeting of the Board.

By a majority vote of its members, the Board may at any time revoke or modify any or all of the Executive Committee authority so delegated, and fill vacancies on the Executive Committee from the membership of the Board.

Section 5.2: OTHER COMMITTEES

The Corporation shall have such other committees as may from time to time be designated by resolution of the Board of Directors. These committees may consist of persons who are not members of the Board and shall act in an advisory capacity to the Board. The Board shall designate a chair for each committee.

Section 5.3: MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be directed by the chair of the committee. However, if the committee constitutes a quorum of the Board, its actions shall be governed by, noticed, held, and taken in accordance with the provisions of these bylaws concerning meetings of the Board of Directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the Board of Directors or by the committee. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws.

Article 6 Indemnification and Insurance

Section 6.1: 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 as provided in Section 6.2) by reason of the fact that he or she is or was a director, trustee, fiduciary, officer, agent, or volunteer of the Corporation; and
- b. may indemnify or agree to indemnify any person acting on behalf of the Corporation as identified by the Board 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 as provided in Section 6.2) , 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 6.2: Suits by the Corporation

In any threatened, pending or completed action or suit by or in the right of the Corporation, no indemnification shall be made in respect of: (a) any claim, issue or matter as to which the person is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court of common pleas, or the court in which such action or suit was brought, determined upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expense as the court of common pleas or such other court shall deem proper; or (b) any action or suit in which the only liability asserted against a director is pursuant to Section 1702.55 of the Ohio Revised Code.

Section 6.3: INDEMNIFICATION FOR EXPENSES

To the extent that a director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.1 and 6.2, including any action or suit brought against a director pursuant to Section 1702.55 of the Ohio Revised Code, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by the individual in connection with the action, suit or proceeding.

Section 6.4: DETERMINATION REQUIRED

Any indemnification under Section 6.1 and 6.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.1 and 6.2. Such determination shall be made by any one of the following: (a) the Board of Directors by a majority vote of a quorum consisting of Directors, who were not and are not parties to, or threatened with, such action, suit or proceeding; (b) if such a quorum is not obtained or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five years; or (c) the court of common pleas or the court in which the action, suit or proceeding was brought. If any action by or in the right of the Corporation is involved, any determination made by the disinterested directors or by the independent legal counsel under this Section shall be communicated promptly to the person who threatened or brought the action or suit by or in the right of the Corporation under Section 6.2.

Section 6.5: ADVANCES FOR EXPENSES

- 6.5.1 Expenses (including attorney's fees) incurred by an indemnified person in defending any civil or criminal action, suit or proceeding referred to in Section 6.1 and 6.2, 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 person in which he or she agrees to: (a) 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 involved in 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 (b) reasonably cooperate with the Corporation concerning the action, suit or proceeding.
- 6.5.2 Expenses (including attorney's fees) incurred by a director in defending 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 to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation.

Section 6.6: ARTICLE 6 NOT EXCLUSIVE

The indemnification authorized by this Article 6 shall not be deemed exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification and shall continue as to a person who has ceased to be associated with the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6.7: 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 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 6. Insurance may be purchased from or maintained with a person in which the Corporation has financial interest.

Section 6.8: SECTIONS 6.1 AND 6.2

The authority of the Corporation to indemnify persons pursuant to Sections 6.1 and 6.2 of this Article 6 does not limit the payment of expenses as they are incurred, indemnification, insurance or other protection that may be provided pursuant to another Section of Article 6. Sections 6.1 and 6.2 of this Article 6 do not create any obligation to

repay or return payments made by the Corporation under other Sections of this Article 6.

Section 6.9: DEFINITION OF "THE CORPORATION" AND "VOLUNTEER"

As used in this Article 6, references to "the Corporation" include all constituent corporations in a consolidation or merger, and the new or surviving corporation, so that any person who is or was a trustee, director, officer, employee, agent or volunteer of such a constituent corporation, or is or was serving at the request of such constituent 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, shall stand in the same position under the provision of this Article 6 with respect to the new or surviving corporation in the same capacity. As used in this Article 6, references to a "volunteer" include any person defined as a "volunteer" with respect to the Corporation under Section 1702.01 of the Ohio Revised Code.

Article 7 Corporate Records and Reports

Section 7.1: MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at a place designated by the Board:

- a. Minutes of all meetings of directors and, when required, committees of the board indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- c. A copy of the corporation's articles of incorporation and bylaws as amended to date.

Section 7.2: 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 7.3: 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 7.4: 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 to be so prepared and delivered within the time

limits set by law.

Article 8 IRC 501(c)(3) Tax Exemption Provision

Section 8.1: 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.

Section 8.2: PROHIBITATION AGAINST PRIVATE INURNMENT

No part of the net earnings of this Corporation shall inure to the benefit of, or be distributable to, its directors or trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this Corporation.

Section 8.3: DISTRIBUTION OF ASSETS

Upon the dissolution of this Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), or as directed by Ohio law as the Board of Directors shall determine.

Section 8.4: PRIVATE FOUNDATION REQUIREMENTS AND RESTRICTIONS

In any taxable year in which this Corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the Corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; 4) shall not make any investments in such manner as to subject the Corporation to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Article 9 Amendment of Bylaws

Except as may otherwise be specified under provisions of law or the articles of incorporation, these bylaws may be altered, amended, or repealed and new bylaws adopted by approval of a majority of the Board of Directors.

Article 10 Construction and Terms

Section 10.1: If there is any conflict between the provisions of these bylaws and the articles of incorporation of this Corporation, the provisions of the articles of incorporation shall govern.

Section 10.2: Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

Section 10.3: All references in these bylaws to the articles of incorporation shall be to the articles of incorporation, articles of organization, certification of incorporation, organizational charter, corporate, charter, or other founding document of this corporation filed with an office of this state and used to establish the legal existence of this corporation.

Section 10.4: All references in these bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986, as amended from time to time, or to corresponding provisions of any future federal tax code.

Conflict of Interest/Related Party Policy

Pursuant to the contract agreement with ERCO, the School requires that the Board complete the Conflict of Interest Disclosure statement annually. The most recent Conflict of Interest Disclosure Statements are attached hereto.

CERTIFICATION OF RESOLUTION

CONFLICT OF INTEREST POLICY

CAPITAL HIGH SCHOOL*(An Ohio Non-Profit Corporation)*

The Governing Authority (the "Board") of West Columbus Drop Back Inc, dba Capital High School, (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 Capital High School Board of Directors shall approve and adopt the Conflict-of-Interest Policy, as recommended and presented by the Review/Revision of Bylaws ad hoc Committee, subject to ERCO approval, attached as Exhibit A, attached hereto and incorporated herein as if restated.

APPROVAL AND ADOPTION OF RESOLUTION

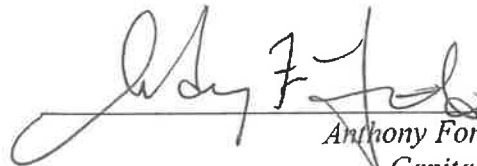
Motion to approve and adopt the Conflict-of-Interest Policy (~~without~~ / with) amendments,

made by K. Gibson

seconded by C. Gawronski

Board Member Name/Initials	AYE	NAY	OTHER (not present, abstain, etc.)
Kimberly Gibson	✓ <i>KG</i>		
Desmond Bryant			✓
Raymond Hutson	✓ <i>RH</i>		
Christopher Gawronski	✓ <i>CG</i>		
Anthony Forte, Chairman	✓ <i>AF</i>		

As adopted on this 15 day of September, 2022.



*Anthony Forte, Chairman
Capital High School*

EXHIBIT A

Conflict of Interest Policy

Section 1. PURPOSE

The purpose of the conflict of interest policy is to protect West Columbus Drop Back In Inc., an Ohio non-profit corporation and tax-exempt organization (the “Organization”), when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in 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 or to school boards.

Section 2. DEFINITIONS

A) Interested Person. Any director, officer, or member of a committee with powers delegated by the Board of Directors, 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

The procedures described in this section are intended to reflect and operationalize the requirements of Ohio’s ethics laws. In carrying out the procedures, all actions must reflect requirements of Revised Code Chapter 102 and Ohio Ethics Commission Advisory Opinion 2010-01 including any amendments.

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, the interested person shall recuse themselves from the discussion and vote of the remaining Board or committee members who shall decide if a conflict of interest exists.

C) Procedures for Addressing the Conflict of Interest

1. An interested person may make a presentation at the Board or committee meeting, but after the presentation, the interested person shall recuse themselves from the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2. The chairperson of the Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

3. After exercising due diligence as contemplated by the requirements of Revised Code 2921.42, the Board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination and Revised Code 2921.42, it shall make its decision as to whether to enter into the transaction or arrangement.

D) Violations of the Conflicts of Interest Policy.

1. If the Board or committee has reasonable cause to believe one of its members has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. RECORDS OF PROCEEDINGS

The minutes of the Board and all committees with Board-delegated powers shall contain:

- A) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, the action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
- B) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. COMPENSATION

Any compensation received by Board members must be approved by a vote of the Board and must be in compliance with State and Federal laws and the Organization's compensation policies.

Section 6. ANNUAL STATEMENTS

Each director, 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;
- 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; and
- E) Understands that Ohio ethics laws apply to them as a director, officer, or member of the Board or a committee with Board-delegated powers.

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 Organization's 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 Section 7, the Organization may, but need not, use outside advisors. If outside advisors are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

**CONFLICT OF INTEREST
ANNUAL DISCLOSURE STATEMENT**

I, Anthony F. Forte, a Board Member of West Columbus Drop Back Inc dba Capital High School (the "School") a non-profit corporation organized under the laws of the State of Ohio, hereby affirm the following:

1. I have received a copy of the Board Adopted Conflict of Interest Policy.
2. I have read and understand this policy.
3. I agree to comply with this policy.
4. I understand that the School is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
5. I understand that Ohio ethics laws apply to me as a Board Member.
6. I am aware / X I am not aware (place an X in the applicable choice) of any direct financial interest I have with an entity which is presently negotiating, or within the past three years has conducted, a transaction or arrangement with the School.
7. I am aware / X I am not aware (place an X in the applicable choice) of any immediate relatives and/or business associates employed by any vendor that is, or has been within the past three years, engaged in business with the School.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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8. The only compensation I have received from the School is Board approved compensation as a Board Member.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Chair of the Board of the School of any change that may create a conflict of interest or an appearance of a conflict of interest.

1/18/2024
Date

Anthony F. Forte
Signature

**CONFLICT OF INTEREST
ANNUAL DISCLOSURE STATEMENT**

I, Chris Gawronski, a Board Member of West Columbus Drop Back Inc dba Capital High School (the "School") a non-profit corporation organized under the laws of the State of Ohio, hereby affirm the following:

1. I have received a copy of the Board Adopted Conflict of Interest Policy.
2. I have read and understand this policy.
3. I agree to comply with this policy.
4. I understand that the School is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
5. I understand that Ohio ethics laws apply to me as a Board Member.
6. I am aware / X I am not aware (place an X in the applicable choice) of any direct financial interest I have with an entity which is presently negotiating, or within the past three years has conducted, a transaction or arrangement with the School.
7. I am aware / X I am not aware (place an X in the applicable choice) of any immediate relatives and/or business associates employed by any vendor that is, or has been within the past three years, engaged in business with the School.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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8. The only compensation I have received from the School is Board approved compensation as a Board Member.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Chair of the Board of the School of any change that may create a conflict of interest or an appearance of a conflict of interest.

Date

1/18/2024

Signature

Christy Gawronski

**CONFLICT OF INTEREST
ANNUAL DISCLOSURE STATEMENT**

I, Terrence Lawrence, a Board Member of West Columbus Drop Back Inc dba Capital High School (the "School") a non-profit corporation organized under the laws of the State of Ohio, hereby affirm the following:

1. I have received a copy of the Board Adopted Conflict of Interest Policy.
2. I have read and understand this policy.
3. I agree to comply with this policy.
4. I understand that the School is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
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7. I am aware / X I am not aware (place an X in the applicable choice) of any immediate relatives and/or business associates employed by any vendor that is, or has been within the past three years, engaged in business with the School.


<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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8. The only compensation I have received from the School is Board approved compensation as a Board Member.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Chair of the Board of the School of any change that may create a conflict of interest or an appearance of a conflict of interest.

11/13/24
Date


Signature

**CONFLICT OF INTEREST
ANNUAL DISCLOSURE STATEMENT**

I, Desmond A. Bryant, a Board Member of West Columbus Drop Back Inc dba Capital High School (the "School") a non-profit corporation organized under the laws of the State of Ohio, hereby affirm the following:

1. I have received a copy of the Board Adopted Conflict of Interest Policy.
2. I have read and understand this policy.
3. I agree to comply with this policy.
4. I understand that the School is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
5. I understand that Ohio ethics laws apply to me as a Board Member.
6. I am aware / X I am not aware (**place an X in the applicable choice**) of any direct financial interest I have with an entity which is presently negotiating, or within the past three years has conducted, a transaction or arrangement with the School.
7. I am aware / X I am not aware (**place an X in the applicable choice**) of any immediate relatives and/or business associates employed by any vendor that is, or has been within the past three years, engaged in business with the School.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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8. The only compensation I have received from the School is Board approved compensation as a Board Member.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Chair of the Board of the School of any change that may create a conflict of interest or an appearance of a conflict of interest.

January 25, 2024
Date

Desmond A Bryant
Signature

**CONFLICT OF INTEREST
ANNUAL DISCLOSURE STATEMENT**

I, Kimberly A Gibson, a Board Member of West Columbus Drop Back Inc dba Capital High School (the "School") a non-profit corporation organized under the laws of the State of Ohio, hereby affirm the following:

1. I have received a copy of the Board Adopted Conflict of Interest Policy.
2. I have read and understand this policy.
3. I agree to comply with this policy.
4. I understand that the School is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
5. I understand that Ohio ethics laws apply to me as a Board Member.
6. I am aware / X I am not aware **(place an X in the applicable choice)** of any direct financial interest I have with an entity which is presently negotiating, or within the past three years has conducted, a transaction or arrangement with the School.
7. I am aware / X I am not aware **(place an X in the applicable choice)** of any immediate relatives and/or business associates employed by any vendor that is, or has been within the past three years, engaged in business with the School.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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8. The only compensation I have received from the School is Board approved compensation as a Board Member.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Chair of the Board of the School of any change that may create a conflict of interest or an appearance of a conflict of interest.

January 30, 2024
Date


Signature

**CONFLICT OF INTEREST
ANNUAL DISCLOSURE STATEMENT**

I, Raymond Hutson, a Board Member of West Columbus Drop Back Inc dba Capital High School (the "School") a non-profit corporation organized under the laws of the State of Ohio, hereby affirm the following:

1. I have received a copy of the Board Adopted Conflict of Interest Policy.
2. I have read and understand this policy.
3. I agree to comply with this policy.
4. I understand that the School is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
5. I understand that Ohio ethics laws apply to me as a Board Member.
6. _____ I am aware / ☒ I am not aware (**place an X in the applicable choice**) of any direct financial interest I have with an entity which is presently negotiating, or within the past three years has conducted, a transaction or arrangement with the School.
7. _____ I am aware / ☒ I am not aware (**place an X in the applicable choice**) of any immediate relatives and/or business associates employed by any vendor that is, or has been within the past three years, engaged in business with the School.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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8. The only compensation I have received from the School is Board approved compensation as a Board Member.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Chair of the Board of the School of any change that may create a conflict of interest or an appearance of a conflict of interest.

1/29/24
Date


Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

I, Desmond A. Bryant, a member of the Governing Authority of **Capital High School**, hereby do attest to the following:

1. DB I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
2. DB I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. DB I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
4. DB I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
-------------	---------------------	----------------------------	-------------

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

_____, January 25, 2024 _____
Date

Desmond A Bryant
Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

I, Anthony F. Forte, a member of the Governing Authority of
Capital High School, hereby do attest to the following:

1. ☒ I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
2. ☒ I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. ☒ I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
4. ☒ I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

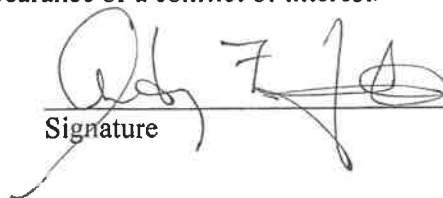
5. ☐ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

1/18/2024
Date


Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

I, Chris Gawronski, a member of the Governing Authority of Capital High School, hereby do attest to the following:

1. CH I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
2. CH I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. CH I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
4. CH I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
-------------	---------------------	----------------------------	-------------

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

1/18/2024
Date

Chris Gawronski
Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

I, Terrence Lawrence, a member of the Governing Authority of Capital High School, hereby do attest to the following:

1. ✓ I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
2. ✓ I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. ✓ I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
4. ✓ I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or


5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

11/19/24
Date


Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

I, Kimberly A Gibson, a member of the Governing Authority of **Capital High School**, hereby do attest to the following:

1. ✓ I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
2. ✓ I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. ✓ I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
4. ✓ I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
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Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

January 30, 2024

Date


Signature

**GOVERNING AUTHORITY
ANNUAL DISCLOSURE STATEMENT**

I, Raymond Hutson, a member of the Governing Authority of Capital High School, hereby do attest to the following:

1. ☒ I am not aware of any immediate relatives or business associates employed by the Educational Resource Consultants of Ohio, Inc. (ERCO), the School's sponsor, at present or within the past three years.
2. ☒ I am not aware of any immediate relatives or business associates employed by any Educational Service Center that contracts with the School at present or within the past three years.
3. ☒ I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with FusionEd, the School's operator, at present or within the past three years.
4. ☒ I am not aware of any immediate relatives or business associates employed by any vendor that is or has been engaged in business with our School at present or within the past three years.

or

5. _____ I am aware of the following employment or contracts between immediate relatives and/or business associates presently or within the past three years.

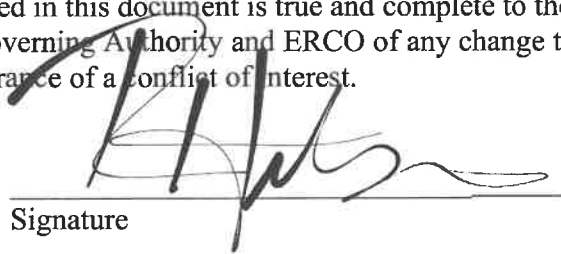
<u>Name</u>	<u>Relationship</u>	<u>Employment Position</u>	<u>Date</u>
-------------	---------------------	----------------------------	-------------

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and agree to notify the Governing Authority and ERCO of any change that may create a conflict of interest or an appearance of a conflict of interest.

X

Date


Signature

Student Academic Calendar for 2024-2025 School Year

2024

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2025

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Holidays 2024 - 2025

Jul 4	Independence Day	Jan 1	New Year's Day	May 26	Memorial Day
Sep 2	Labor Day	Jan 20	Martin Luther King Day	Jun 13	Graduation
Nov 25-29	Thanksgiving Break	Feb 17	Presidents' Day	Jun 19	Juneteenth
Dec 23-Jan 3	Winter Break	Apr 18-25	Spring Break		

Daily Schedule

8:00-9:30	Core Courses
9:30-11:00	CTE
11:00-11:20	Lunch
11:20-1:00	CTE
1:00-2:00	Core Courses

STUDENT DAY

Monday - Thursday 8:00 AM - 2:00 PM*
171 days X 5.5 instructional hours = 940.5 total hours
CTE 3 hours per day = 513 hours (54.5%)

*Select Fridays are instructional as noted on the calendar. The school building and faculty are available on Fridays for enrollment and support

Building Hours

Monday - Friday 7:30 a.m - 3:30 p.m.

School Holiday - School Closed
First/Last Day of School
Testing Window
CTE Check and Connect
Graduation Day-School Closed

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

DEPARTMENT OF THE TREASURY

Date: MAY 03 2011

WEST COLUMBUS DROP BACK IN
C/O BUCKLEY KING LPA
JAMES S CALLENDER JR
600 SUPERIOR AVE E STE 1400
CLEVELAND, OH 44114

Employer Identification Number:
27-1967736
DIN:
17053138304030
Contact Person:
SANDRA MAK ID# 95023
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
February 23, 2010
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

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

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

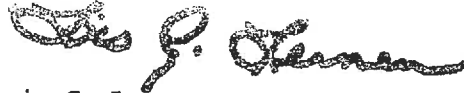
Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

WEST COLUMBUS DROP BACK IN

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent.

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

WEST COLUMBUS DROP BACK IN

INFORMATION FOR CHARTER HOLDING COMPANIES

You are the holder of a charter from an authorized government entity to operate a school. You have contracted with a management company to provide comprehensive services. If you change your operations and do not contract with a comprehensive management company, you should notify us. You may then be eligible for a school foundation status of 170(b)(1)(A)(ii).

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

Letter 947 (DO/CG)

**PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – SCHOOL OPERATIONS AND GOVERNANCE/LEGAL
PERFORMANCE GOALS**

OVERVIEW:

The Performance Accountability Plan sets out the performance standards and/or performance requirements as measured annually. The Performance areas include Academic, Financial, Organizational/Operations, and Governance/Legal.

ERCO EVALUATES FINANCIAL VIABILITY IN THE FOLLOWING INDICATORS:

1. SCHOOL-WIDE ENVIRONMENT IS CONDUCIVE TO LEARNING
2. THE SCHOOL COMPLIES WITH FACILITIES REQUIREMENTS
3. THE SCHOOL COMPLIES WITH HEALTH AND SAFETY REQUIREMENTS
4. THE SCHOOL COMPLIES WITH REPORTING REQUIREMENTS
5. THE SCHOOL COMPLIES WITH ALL OTHER OBLIGATION AS SPECIFIED
6. PRIMARY CONTACTS INCLUDING GOVERNING BOARD MEMBERS, SUPERINTENDENT, PRINCIPAL, AND DESIGNEE COOPERATE BY RESPONDING TO SPONSOR REQUESTS WITHIN REQUESTED TIMEFRAMES
7. THE SCHOOL COMPLIES WITH GOVERNANCE REQUIREMENTS AND EXPECTATIONS
8. THE SCHOOL GOVERNING BOARD HOLDS ITS ACADEMIC, OPERATIONS, FINANCIAL AND ADMINISTRATIVE LEADERSHIP ACCOUNTABLE FOR PERFORMANCE

ERCO EVALUATES THE SCHOOL WITH THE FOLLOWING RATE SCALE, AND WITH THE BELOW MEASUREMENTS AND METRICS:

- EXCEEDS EXPECTATIONS = 4 Pts.
- MEETS EXPECTATIONS = 3 Pts.
- APPROACHES EXPECTATION = 2 Pts.
- BELOW EXPECTATIONS: = 1 Pt.

EXCEEDS EXPECTATIONS: The school facility was consistently observed to be clean orderly and well-maintained. Discipline and a culture of respect for people and property were consistently observed in common areas including hallways, lunchrooms, restrooms, etc.

Some Organizational, Operations, and Legal indicators are Not Applicable for an Exceeds Expectation rating.

MEETS EXPECTATIONS: The school facility was observed to be moderately clean, orderly, and well-maintained. Discipline and a culture of respect for people and property are, for the most part, exhibited in common areas including hallways, lunchrooms, restrooms, etc. The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to Fire inspections and related records; Viable certificate of occupancy

PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – SCHOOL OPERATIONS AND GOVERNANCE/LEGAL PERFORMANCE GOALS

or other required building use authorization; Documentation of requisite insurance coverage; Safety plan; and security. The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to Appropriate responses to student health concerns and food service requirements. The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the authorizer and the Ohio Department of Education, including but not limited to EMIS and SOES data; Attendance and enrollment reporting; Compliance and oversight; Additional information requested by the authorizer, such as CAPs, SIPs, CMPs, probationary responses, etc.

The school contacts responded within requested timeframes, and/or any delayed responses in any year of the current contract term were excused by the sponsor upon documentation of extraordinary circumstances.

The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to board policies, including those related to oversight of an Education Service Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board. The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to management companies, other educational service providers, treasurer, and EMIS/SOES personnel.; requires annual financial reports for management companies and ESP's; performs oversight of management that includes holding it accountable for performance expectations that may or may not be agreed to under a written performance agreement. The school materially complies with federal and state applicable laws, rules, and regulations, complies with legally binding contracts, and all other legal requirements relating to charter school law.

APPROACHES EXPECTATIONS: Up to 2 areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were observed in common areas including hallways, lunchrooms, restrooms, etc.

The school fails to comply, or do so in a timely manner with applicable laws, rules, regulations, and provisions of the charter contract relating to facilities, grounds, and transportation, including but not limited to fire inspections and related records; Viable certificate of occupancy or other required building use authorization, documentation of requisite insurance coverage; safety plans and security. But promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer.

The school failed to comply, or do so in a timely manner with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: board policies, including those related to oversight of an Education Service Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board. But promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer.

PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – SCHOOL OPERATIONS AND GOVERNANCE/LEGAL PERFORMANCE GOALS

Some Organizational - Operations indicators are Not Applicable for an Approaches Expectation rating.

BELOW EXPECTATION: Three or more areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were clearly observed in common areas including hallways, lunchrooms, restrooms, etc. The school failed to comply with applicable laws, rules, regulations, and provisions of the charter contract relating to school facilities, grounds, and transportation, including but not limited to Fire Inspections and related records, viable certificate of occupancy, insurance coverage, safety plan, and security. Did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer. The school contacts were not responsive within the requested timeframes on more than one documented instance in any given year of the current contract term.

The school failed to comply with the operations and/or governance requirements and expectations and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer.

COMPLETING THE PERFORMANCE FRAMEWORK

- The school will complete its Performance Goals for each indicator. The school will forecast its performance goals for each contracted year for each indicator. The rating is as follows: **4 = Exceeds Expectations, 3 = Meet Expectations, 2 = Approaching Expectations, and 1 = Below Expectations.**
- ERCO will annually evaluate the School Performance goals to receive the actual end-of-the-year school performance results. The results will be included in the Annual High Stakes Performance Review and provided to the school Board and School Administrator.

PERFORMANCE FRAMEWORK

SCHOOL OPERATIONS, LEGAL/GOVERNANCE PERFORMANCE GOALS

SCHOOL NAME: Capital

DATE COMPLETED: 5/13/24

GOAL INDICATORS	RATING SCALE	MEASUREMENT AND METRICS	24-25	25-26	26-27	27-28
1. School-wide environment is conducive to learning.	4 = Exceeds Expectations	The school facility was consistently observed to be clean, orderly, and well-maintained. Discipline and a culture of respect for people and property were consistently observed in common areas including hallways, lunchrooms, restrooms, etc.	3	3	4	4
	3 = Meets Expectations	The school facility was observed to be moderately clean, orderly, and well-maintained. Discipline and a culture of respect for people and property are, for the most part, exhibited in common areas including hallways, lunchrooms, restrooms, etc.				
	2 = Approaches Expectations	Up to 2 areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were observed in common areas including hallways, lunchrooms, restrooms, etc.				
	1 = Below Expectations	3 or more areas of the school facility were observed to be unclean, disordered, or poorly maintained. Inadequate discipline and/or disrespect for people and property were clearly observed in common areas including hallways, lunchrooms, restrooms, etc.				
2. The school complies with facilities requirements.	4 = Exceeds Expectations	Not Applicable	3	3	3	3
	3 = Meets Expectations	The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the school facilities, grounds, and transportation, including but not limited to: Fire inspections and related records; Viable certificate of occupancy or other required building use authorization; Documentation of requisite insurance coverage; Safety plan; and security.				
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer				
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer				
3. The school complies with health and safety requirements.	4 = Exceeds Expectations	Not Applicable	3	3	3	3
	3 = Meets Expectations	The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to safety and the provision of health-related services, including but not limited to: Appropriate response to student health concerns; Food service requirements				
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer				
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer				
4. The school complies with reporting requirements.	4 = Exceeds Expectations	Not Applicable	3	3	3	3
	3 = Meets Expectations	The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to relevant reporting requirements to the authorizer and the Ohio Department of Education, including but not limited to: EMIS and SOES data; Attendance and enrollment reporting; Compliance and oversight; Additional information requested by the authorizer, such as CAPs, SIPs, CMPs, probationary responses, etc.				
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer				

	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer				
5. The school complies with all other obligations as specified.	4 = Exceeds Expectations	Not Applicable	3	3	3	3
	3 = Meets Expectations	The school materially complies with all other legal, statutory, regulatory, or contractual requirements contained in its charter contract that are not otherwise explicitly stated herein, including but not limited to: maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act; providing access to documents maintained by the school under Ohio's Freedom of Information laws and other applicable authorities; proper and secure maintenance of testing materials; requirements from the following sources; revisions to state charter law; requirements by other entities to which the charter school is accountable such as the Ohio Department of Education and educational service centers; requirements from the sponsor, including but not limited to site visits, mandatory meeting attendance, policy revisions, participation in Ohio Department of Education informational webinars and professional development, etc.				
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer				
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer				
6. Primary contacts including governing board members, superintendents, principals and designee cooperate by responding to sponsor requests within requested timeframes.	4 = Exceeds Expectations	Not applicable	3	3	3	3
	3 = Meets Expectations	School contacts were responded within requested timeframes, and/or any delayed responses in any year of the current contract term were excused by the sponsor upon documentation of extraordinary circumstances.				
	2 = Approaches Expectations	Not applicable				
	1 = Below Expectations	School contacts were not responsive within requested timeframes on more than one documented instance in any given year of the current contract term.				
7. The school complies with governance requirements and expectations.	4 = Exceeds Expectations	Not Applicable	3	3	3	3
	3 = Meets Expectations	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to governance by its board, including but not limited to: board policies, including those related to oversight of an Education Service Provider (ESP) or management company, if applicable; Board by-laws; State open meeting laws; code of ethics; conflicts of interest; Board composition and/or membership rules; timely submission of approved board meeting minutes; Preparation of meeting minutes which are full and accurate record of meetings, including enough facts and information to permit the public to understand and appreciate the rationale behind the board's decisions. Members attend the required training every two years, and new board members attend within 3 months of joining the board.				
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer				
	1 = Below Expectations	The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer				
8. The school governing board holds academic, operations, financial and administrative leadership accountable for performance.	4 = Exceeds Expectations	Not Applicable	3	3	3	3
	3 = Meets Expectations	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to oversight of school management, including but not limited to management companies, other educational service providers, treasurer, EMIS/SOES personnel; requires annual financial reports for management companies and ESP's; performs oversight of management that includes holding it accountable for performance expectations that may or may not be agreed to under a written performance agreement				
	2 = Approaches Expectations	The school failed to comply with the above responsibilities, or did not do so in a timely manner, but promptly and adequately addressed or corrected deficiencies to the satisfaction of the authorizer				

1 = Below
Expectations

The school failed to comply with the above responsibilities, and did not promptly and adequately address or correct deficiencies to the satisfaction of the authorizer

SCORING:

- EXCEEDS EXPECTATIONS = 4
- MEETS EXPECTATIONS = 3
- APPROACHES EXPECTATIONS = 2
- BELOW EXPECTATIONS = 1

Updated Jan 2023

**CAPITAL HIGH SCHOOL
BOARD MEETING SCHEDULE
2024-2025 Academic Year**

<p><i>July 18, 2024 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>
<p><i>August 15, 2024 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>
<p><i>September 19, 2024 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>
<p><i>October 17, 2024 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>
<p><i>November 21, 2024 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>
<p><i>January 16, 2025 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>
<p><i>February 20, 2025 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>
<p><i>March 20, 2025 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>
<p><i>April 17, 2025 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>
<p><i>May 15, 2025 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>
<p><i>June 18, 2025 (6:00 p.m.)</i> 840 W State St, Columbus, OH 43222 Central High School</p>

As approved and adopted by the Board by majority vote on: May 16, 2024

Attachment 2

- A. Education Plan
- B. Blended Learning Model Description (Not Applicable)



**Education Resource Consultants of Ohio, Inc.
Education Plan Template**

In an effort to maintain high standards for schools, uphold school autonomy, and protect student and public interest, Education Resource Consultants of Ohio, Inc (ERCO) has made available the following education plan template for all ERCO-authorized schools.

Mission

Directions: Clearly articulate the charter school's mission statement. These statements should reflect the school's core values, educational philosophy, and goals for student achievement. Use precise language and avoid ambiguous wording to ensure a clear understanding.

We support students for future success by ensuring every student is career-ready

Vision

Directions: Clearly articulate the charter school's vision statement. The statements should reflect the school's core values, educational philosophy, and goals for student achievement. Use precise language and avoid ambiguous wording to ensure a clear understanding.

We will provide a student-centric educational experience that transcends the classroom: All students will be prepared for future success through career training, skills building, and success planning.

Educational Philosophy

Directions: Clearly articulate the charter school's mission and vision statement. These statements should reflect the school's core values, educational philosophy, and goals for student achievement. Use precise language and avoid ambiguous wording to ensure a clear understanding.

We believe all school stakeholders practice the core values of OWNIT: Ownership, Well-being, Nurturing, Integrity, Teamwork

Targeted Student Population and Geographic Boundaries

Directions: Identify the targeted student populations that the charter school intends to serve. This may include specific grade levels, demographics, or learning needs. Describe the reasons for selecting these targeted student populations and the unique needs they have that the charter school can address. Clearly define the geographic boundaries in which the school will serve. This should include details such as specific towns or districts, and any specific zoning or attendance guidelines.

Not Applicable – Existing School

Evidence of Community Demand and Need for the School

Directions: Provide evidence of community demand for the school. If applicable, include results of parent surveys or petitions demonstrating a desire for the community school and highlight any public meetings or forums where community members expressed or documented the need for the school.

Not Applicable – Existing School

Facilities & Resources:

Directions: Explain the charter school's plans for facilities and resources. Detail the physical space and resources needed to support the curriculum, instructional practices, and student needs. Include information on technology, library resources, instructional materials, and any partnerships or collaborations that will help enhance the school's resources.

Not Applicable – Existing School

Special Student Populations

Directions: Outline specific strategies and resources that will be provided to support special student populations, such as students with disabilities, English language learners, and gifted and talented students. This may include specialized interventions, individualized education plans, targeted professional development for staff, and partnerships with outside agencies or organizations.

Students identified at ELL are provided services for learning English and interpretive services and/or devices in order to be fully engaged in all learning as outlined in their individual plan. If the ELL population is not large the services are offered through a third party contract such as ESC or similar. Curriculum and methods are research based, SIOP for example is one such method.

Students with IEPs are monitored by the IS at the building for services and progress as services are provided weekly. IEP and ETR dates and timelines are monitored by the IS and the Director of Special Education. When ETRs are due third party School Psychologists are contracted for testing or review purposes. Annual IEP review and writing are completed by the schools IS and team meetings are held at the school.

The school provides academic intervention services in all subject areas to all students who score below the proficient level on a reading, writing, mathematics, social studies or science STAR/ diagnostic test and who do not demonstrate academic performance at their grade level based on the results of diagnostic assessments administered throughout the school year. Intervention services will be commensurate with the student's test performance in each test area including prevention, intervention, or remediation. Prevention, intervention or remediation programs may include remedial program content, one-on-one instruction, computer-assisted remedial course material, student specific tutoring intervention, and flexible grouping.

The school provides "whole student" intervention contingent upon a student's behavior that impedes their ability to learn and achieve within the school. Teachers compile data and discuss in their Teacher-based teams academic and behavioral interventions that may assist the student. This data: needs assessment during discovery, progress monitoring, log entries, discipline referrals and attendance reports give evidence for needed instruction for desired behavioral outcomes.

To properly address all learner's possible needs for intervention, the school will utilize RTI & MTSS methods consisting of an integrated, multi-tiered system of instruction, assessment, and intervention designed to meet the achievement and behavioral needs of all learners. The MTSS methods promote school improvement through engaging, evidence based academic and behavioral practices that utilize data driven problem solving to maximize growth for all students. Teachers engage in the IAT process to determine students' needs for further instruction in both academic and behavioral areas of learning.

These components: RTI/ MTSS for academic interventions, Positive Behavior Interventions and Supports for behavioral interventions, and the Intervention Assistance Team to regulate the decision-making process for students with more intensive needs.

Data accumulated through the RTI/ MTSS/ PBIS process is gathered and discussed in TBT, BLT and CLST meetings to determine trends that can be addressed as a school, class or flexible grouping and to provide data to the IAT to determine if more intensive supports are needed for the individual students.

Formative Assessment

The School uses a variety of assessment types. Our students engage in a unique learning environment that depends on the student's performance and the teacher's planned activities that reveals evidence of learning minute by minute, day by day online and offline. These formative assessments combined with non-summative assessments that happen while teaching occurs, help teachers and students know their status toward proficiency. This type of assessment informs (EBCC) of what students know, so teachers may determine the next steps in the student's learning process. In this manner, teachers adjust their instruction accordingly for each of their students. These assessments include pretests, quizzes, one-minute essays, online activity, games, discussion, blogs, learning logs, and the list continues.

School Calendar & Daily Schedule

Directions: Provide an overview of the school's calendar and daily schedule.

See Attached

01

Full-Day Student Option

8:00-8:45	1
8:45-9:30	2
9:30-11:00	3 CTE/CBI
Lunch	
11:20-1:00	4 CTE/CBI
1:00-1:30	5
1:30-2:00	6

02

Full-Day Student Option

8:00-8:45	1
8:45-9:30	2
9:30-10:15	3 CTE/CBI
10:15-11:00	4 CTE/CBI
Lunch	
11:30-12:15	5 CTE/CBI
12:15-1:00	6 CTE/CBI
1:00-1:30	7
1:30-2:00	8

03

Flex Students

8:00-8:45	1
8:45-9:30	2
9:30-11:00	3 CTE/CBI
OR	
11:20-1:00	4 CTE/CBI
1:00-1:30	5
1:30-2:00	6

School Goals

Directions: Identify the key goals and objectives that the community school aims to achieve. These should align with the school's mission and vision statement. Use specific and measurable targets to gauge progress and success. Goals may include academic achievement, student well-being, parental involvement, or community engagement.

By 6/30/2027 we will (increase IRC program completion from 30% to 60%) improve the performance of all students' 9-12 grades to increase 30% in IRC program completion while earning credit in content areas

By 6/30/2027 we will (increase from 25% to 55% the successful transition of students from CBI to CTE) improve the performance of homeless students and low-economic status students, tenth & eleventh grade students to increase 30% in successful transition to CTE programs from CBI classes

By 6/30/2027 we will (increase the identification of SEL and academic deficits of students upon enrollment from 0% to 100%) improve the performance of all students in grades 9-12 to increase 100% in having academic and SEL deficits identified upon enrollment using comprehensive pre-assessment tools

By 6/30/2027 we will (increase the graduation rate from 28.7% to 48.7%) improve the performance of priority school, twelfth grade students to increase 20% in graduation

School Climate, Culture, & Discipline Practices

Directions: Describe how the school will foster a positive school climate and culture. Additionally, outline the discipline practices that will be followed, which should promote fairness, consistency, and equity, and may involve a graduated series of consequences, restorative practices, behavioral interventions, and support for students who have behavioral challenges or need additional social-emotional support.

School Discipline follows state guidelines, board approved policies, and the student handbook. Zero tolerance policies are in place for major infraction occurrences. Progressive discipline is outlined for minor infraction occurrences. PBIS is implemented to encourage positive desired behaviors and to reduce discipline occurrences.

The goal with all discipline is to minimize exclusionary practices for students and maintain full engagement in learning. If suspensions are necessary, learning continues while out of the building for the suspension time to limit the lack of re engagement after the suspension time has ended.

The school will use many methods of survey and inquiry help guide in decision making processes in the classroom, school, and community concerning our students' education. The School uses Internet, message boards, Mail, student ambassadors and all school meetings and open houses to communicate information to the community. The School aspires to gain a barometer of parent, student, teacher, and community satisfaction when giving surveys. In this way, The School may derive the student interest and overall status of school culture.

To further enhance culture, the school uses Ohio's Five Step process as part of the Continuous Improvement Process to support Professional Growth of its team. The school has in place the teams (Teacher-Based Team, Building Leadership team, and Community School Leadership Team) to develop, monitor, and evaluate the school.

The Ohio 5-Step Process offers a way of changing instructional practice and improving student learning that is organized and manageable. These five steps include protocols and techniques for structuring the conversations and overcoming resistance to collaboration through a culture of inquiry. The school applies aspects and guidance from a five-step process to its analyzed data to determine the best instructional path for all students.

Teacher Based Teams (TBT) will:

Collect and chart data on classroom specific/content specific data

Analyze student work specific to the data

Establish expectations for implementing specific changes in the classroom

Implement changes consistently across all classrooms

Collect, chart, and analyze post-assessment data, discuss successes, challenges and make decisions based on the results

The Building Leadership Team (BLT), using the same five steps, shifts the focus from an individual to a team that can function as a purposeful community. This team receives recommendations from the TBT and makes instructional decisions that moves the instructional practices to focus on the success of each student. Supports the development, implementation, and monitoring of focused building improvement plans; Builds a school culture that supports effective data-driven decision making; Establishes priorities for instruction and achievement aligned with district goals; Ensures conditions for, support and monitor Teacher Based Teams; Monitors and provides effective feedback on adult implementation and student progress; Makes recommendations for the management of resources, including time, and personnel to meet district goals. Reports results to Community School Leadership Team

CSLT (Community School Leadership Teams)-

Education Resource Consultants of Ohio, Inc. (ERCO) Education Plan Template

The CSLT functions as a decision-making body and sets the academic tone for the rest of the teams: BLT and TBT. The CSLT guides the BLTs and helps in the process of gathering data for making decisions that will lead the BLTs and TBTs. The Community School Leadership Team Sets performance targets aligned with district goals: Monitors performance against the adult implementation and student performance

Student-to-Teacher Ratio & Classroom Sizes

Directions: Provide the student-to-teacher ratio and classroom sizes at the school.

Based upon current attendance rates 15-25: 1

Student Transportation

Directions: Detail how the school plans to ensure that students have access to transportation to get to and from school. This may include partnerships with local transportation providers, the implementation of a school bus system, or assistance in arranging carpools or other shared transportation options.

The school uses public transportation bus passes.

Learning Standards

☒ Yes, the School will implement Ohio's Learning Standards for all core and non-core content.

☐ No, the School will implement the following learning standards outlined below ensuring alignment with all Ohio's State Tests.

Core Curriculum

☒ Yes, the School will implement Ohio's Model Curricula for Computer Science, English Language Arts, Financial Literacy, Fine Arts, Mathematics, Science, Social Studies, Technology, and World Language. See Ohio's Approved list of core curriculum and Instructional Materials for ELA

☐ No, the School will implement the following curriculum outlined below ensuring alignment with all Ohio's State Tests.

The classroom schedule of a DOPR teacher and students varies greatly from day-to-day. As a dropout recovery and prevention school, the students have a wide variety of needs. Attendance in daily classes is not consistent. Student academic backgrounds are not consistent, and the remaining courses needed to meet graduation requirements for each student are not consistent. Therefore, the staff prepares for a variety of scenarios and adapts to the individuals in front of them on any given day, always using the Ohio Learning Standards and student progress data as the basis for instruction. Based on the variety of student needs, the students participate in guided learning where they receive a large portion of their instruction through the learning management system/ Ohio Learning Standard aligned curriculum resources and tutorials. All resources/ tutorials are aligned to the Ohio Learning Standards through curriculum mapping and highly qualified teacher lesson planning. When standards are not met through the content in the learning management system, teachers deliver lessons to student groups to ensure all standards are taught. Students also receive instruction delivered directly from their teacher in small groups and as individuals on an as-needed basis in Tier II intervention in the RTI model/ MTSS. Students are identified for this type of instruction through daily review of student achievement by the teacher, such as class interaction and data available through the learning management system and curricular assessments. Teachers develop lesson plans based on these needs and the number of students with those matching needs. The teachers also are ready to help students with their struggling areas on any topic across 6 to 8 courses in the teacher's subject area during independent work time to ensure students can continue to move forward in their coursework. In addition to the standard high school curriculum, the students learn employability skills and work towards a career pathway as part of their graduation plans. All students start their Career Prep journey with a Discovery Experience where they explore interests and aptitudes to assist the student in identifying a career pathway and, if possible, a process for getting certified in a career program at the same time as they work towards their high school diplomas. Students learn about various pathways and are encouraged to choose one as a focus as early as possible. Related Instruction is taught as part of the school's Career Based Intervention program to help students earn their high school diploma and learn career skills that will improve their chances of obtaining and maintaining future employment. The school will partner with other brick-and-mortar Career Prep campuses to enhance and continually evolve its curriculum to always include career based tie-in. For example, a student who is pursuing a career in the medical field, can see Algebra I story problems about slope related to the rate of flow of the fluids in an IV bag to ensure delivery of the correct dosage of the medicine to the patient. Another student in the same class who is pursuing a career in construction, can see a slope problem involving the time it takes for concrete to cure in the foundation of a home depending on the average outside temperature. Students in these classes tailored to their specific careers are more engaged in the learning process, because they can see direct correlations of current learning to their futures. This supports the ongoing discussions of how any given course contributes to future college and career readiness. The school's goal is to ensure that students are not just being prepared and earning credits for graduation, but they are focused on their plan for their futures after high school. This focus will provide students motivation to stay in school, and work hard while in school, finishing credits faster and graduating faster, more prepared for college and/or the workforce after graduation. This partnership with other Career Prep campuses also allows the schools to provide any in-person supplemental learning opportunities. The school's curriculum model is supported by the research of Wiggins and McTighe (2011), and the Understanding by Design backwards design process. The staff works backwards focusing on the standards and assessments, working their way to the course content and daily lesson plans. Webb's Depth of Knowledge (2014) is also used as part of unpacking the standards for maps, lessons and computer-delivered curriculum elements. Since a large portion of the content is delivered through the computer, the school uses the Elements of Quality Design from the National Standards for Quality Online Learning (NSQ) to develop or evaluate supplemental online course components.

Non-Core Curriculum & Extra-Curricular Offerings

Directions: Please provide information about any additional non-core curriculum options that will be made available to students and teachers at the school, such as enrichment programs, foreign language courses, arts programs, or physical education activities.

The school aligns student "career pathway choices" to their graduation requirement: All students enter a Career Pathway upon enrollment. Students have multiple options to pursue career credentials and work with community experts in their chosen field to gain valuable experience. Students make an initial choice of a career pathway during the Discovery Experience in the first few weeks after enrollment. Students are assigned a Success Coach to track and support the student's future success, and the student's Success Plan/ ICP is carried throughout their academic journey. "Extra Curricular" Career Pathways include, but are not limited to:

CPR/First Aid
OSHA-10
OSHA-30
3M: Head, Eye, Face
3M: Hearing
3M: Respiratory
Leadership Excellence
Forklift
Telephone Dr.
ServSafe Food Handler
ServSafe Allergens
ServSafe PIC (must take FH & Allergens as prereq)
Retail Industry Fundamentals
Customer Service and Sales
The Business of Retail: Operations and Profit
Elder Care Certificate
Student Social Media Marketing

Curricular Resources:

Directions: Provide a brief overview of the curricular resources that will be provided to students and teachers on an annual basis, including any textbooks, software, equipment, or other materials.

- * Apex Learning
- * eDynamic Learning
- * Own It!
- * BlueX Curriculum
- * Supplemental Materials
- * ChromeBooks/Laptops/All-In-One Computer
- * Career Based Programs
- * Print Materials-graphic organizers, guided notes, activities from online curriculum
- * Books, etc. graphic novels
- * Manipulatives prescribed for online intervention: flashcards, counting tiles, hands-on equations, 3d geometry shapes, fraction pieces
- * Career specific online programs:
OSHA Curriculum/ NCCER Online/ Adobe/ BlueX/ Fusion
- * Allowable Website Bookmarks such as Khan Academy, iCivics, government sites, OhioMeansJobs, PHET interactive labs
- * And other materials as needed

Key Evidence-based Instructional Practices

Directions: Provide a thorough description of the evidence-based instructional strategies and methods that will be implemented to ensure high-quality instruction for all students. This should include information on curriculum selection and design, instructional strategies such as differentiated instruction, project-based learning, and technology integration, as well as professional development and support for teachers to ensure they are equipped to deliver effective instruction.

As required by DEW we are providing the PD for all staff on the Science of Reading. It is to be completed prior to the end of next school year. We are requiring the staff to complete prior to the end of the first quarter of the next school year. This will allow us to fully implement with fidelity the Science of Reading identified curriculum and instructional practices early next year.

The school commits to following the Ohio Learning Standards as the primary element for all curriculum elements and decisions. The highly qualified teachers use the standards as their basis for instruction and provide intervention for students. As highly qualified individuals, teachers are, regularly, choosing resources to teach the individual or small groups of students as needed. These teachers/ department chairs help drive the instructional strategies such as differentiated instruction, project-based learning, and technology integration, as well as professional development via their assemblance as Subject Matter Experts.

The process of selecting qualified SMEs to evaluate the curriculum is essential. The school principal recommends highly qualified teachers in the four core subject areas—Language Arts, Science, Mathematics, and Social Studies. Teachers who are selected as the SMEs will work collaboratively with the Management Company's Curriculum Committee. The SMEs will be assigned to review courses according to their specialized subject matter area by following the curriculum and instructional design rubrics and guidelines. The Curriculum Map Template provided in the ODE website – Alignment Toolkit will be used as part of the course review process.

SMEs have approximately 2-3 weeks to complete the course review. The Curriculum Committee members will check the return evaluation forms in order to plan for the next phase of review. If changes are required, the Curriculum Committee will notify the SME with detailed explanation and guidelines to resolve any concerns. The course will be revised to ensure all required curriculum and design elements have been met. At the end of course review, SMEs will not only fully align course content with the state standards; more importantly, they will understand the proper course development and design process in the school's learning management system.

To ensure the full alignment to Ohio's Learning Standards, the school uses maps and pacing suggestions for the courses, along with forms adapted from the Ohio Department of Education's Alignment Toolkit for curriculum mapping and gap analysis. As course development and evaluation begins, Subject Matter Experts (SMEs) fill in the curriculum map template based on Ohio Learning Standards and aspects of Ohio Model Curriculum. The gaps in learning standards will be identified and filled in aligning with content expectations in the curriculum map and the learning management system. The content can be delivered online, via the teacher/ learning management system or by physical materials. Implications, including technological requirements/ delivery methods/ style are incorporated into any final change recommendation to the management company and subsequent school board approval to work with the sponsor on changes or modification to its educational plan.

Assessments Practices

Directions: Outline the school's strategy for evaluating student progress and performance, which should include regular assessments and monitoring of student achievement. Specify the types of assessments that will be used, such as standardized tests, formative and summative assessments, and diagnostic assessments, as well as any additional measures that will be taken to ensure that students are making progress and meeting academic goals.

☒ **The School will administer all required Ohio State Tests. (Check) YES**

The school provides multiple assessment measures of student performance. The school utilizes the nationally-normed benchmark tool, Renaissance Star, to gather pre-test and post-test data in reading and math. The school also utilizes the evidence-based strategies of ALEKS and IXL that provide diagnostics and adaptive interventions based on student performance. Additionally, the school utilizes 'EasyCBM' to create and administer progress monitoring assessments for students with documented disabilities to measure student progress in specific goal areas. The school also administers state-provided assessments such as end-of-course assessments and the state-funded ACT. Lastly, the school utilizes formative assessments within Apex to measure student performance in core-content area courses. In addition to traditional assessment measures the school also utilizes a workplace literacy rubric to help gauge progress for students in career-tech courses that correlates with their vendor assessments to help measure student success on the credentialing assessment. The school tracks performance on credentialing assessments to inform classroom instruction in the areas of technical vocabulary acquisition and workplace documents. The school builds coursework to ensure literacy skills are continuously embedded in the vendor-provided curriculum for different industry recognized credentials.

Data Collection Practices

Directions: Describe how the school will collect and analyze data on student performance and success. This may include the use of standardized tests, formative assessments, progress monitoring tools, and other measures to track academic achievement and growth. Additionally, detail how the school will ensure the accuracy and privacy of student data, including protocols and systems in place to protect sensitive information.

The school utilizes its management company's Quick Access tool that aggregates student data across the student's life: from home and family information/ mental health/ wraparound services, to Discovery and Onboarding, to Star testing and student achievement/ grades/ patterns seen on tests, attendance and discipline, MTSS/ AIT, CTE participation, and graduation progress. The school's Quick Access tool and Student Information System follow all FERPA and Technology and Safety Requirements.

Multi-tiered System of Supports: Academic Interventions

Directions: Explain how the charter school will implement a Multi-tiered System of Support (MTSS) to provide timely and targeted academic and behavioral interventions for students, including a detailed description of the different tiers of support, the processes for identifying students in need of interventions, and the interventions that will be provided at each tier.

To properly address all learner's possible needs for intervention, the school will utilize RTI & MTSS methods consisting of an integrated, multi-tiered system of instruction, assessment, and intervention designed to meet the achievement and behavioral needs of all learners. The MTSS methods promote school improvement through engaging, evidence based academic and behavioral practices that utilize data driven problem solving to maximize growth for all students. Teachers engage in the IAT process to determine students' needs for further instruction in both academic and behavioral areas of learning.

These components: RTI/ MTSS for academic interventions, Positive Behavior Interventions and Supports for behavioral interventions, and the Intervention Assistance Team to regulate the decision-making process for students with more intensive needs, or those with attendance issues.

Data accumulated through the RTI/ MTSS/ PBIS process is gathered and discussed in TBT, BLT and CLST meetings to determine trends that can be addressed as a school, class or flexible grouping and to provide data to the IAT to determine if more intensive supports are needed for the individual students.

Tier I instruction includes the baseline instruction to all students of the state standards and model curriculum.

Tier II instruction for students identified with MTSS includes differentiated instruction to target the areas identified. Interventions include small group instructions, graphic organizers, varied methods of showing mastery, and other research based best practices as identified by the intervention team.

Tier III instruction for students identified with MTSS include specialized software instructions such as ALEKS and similar; intensive one-on-one instruction; and differentiated assignments.

Multi-tiered System of Supports: Attendance Interventions

Directions: Describe the interventions that will be in place at the school for students who are chronically absent. Ohio Law requires schools to notify families of students who are excessively absent and habitually truant. Attendance Guidance is available on Ohio's Department of Education & Workforce website.

The Attendance Intervention Process is embedded in the MTSS process and includes all mandated reporting/ notification processes required of the school.

The absence intervention team (that includes the outside family supports and the students) creates an absence intervention plan with the appropriate interventions for that particular student.

Interventions could include PBIS for meeting short and long term attendance goals; transportation assistance above and beyond the normal; assistance with child care (to include referral to local support agencies); incorporation of work study/release program; and/or modified schedule.

Multi-tiered System of Supports: Behavior Interventions

Directions: Provide an overview of the behavior management strategies and interventions that will be implemented at the charter school to promote a positive and inclusive school culture, ensure student safety, and address student misconduct or behavioral issues. Include information on the use of restorative practices, positive behavioral supports, and disciplinary consequences.

The MTSS Behavior intervention is PBIS. PBIS is used for all facets of behavior to include attendance and credit attainment as well as regular physical behavior.

The School creates school wide behavior guidelines. These guidelines establish baseline behavior.

Throughout the year special reward type events are scheduled with minimum desired behaviors required in order to participate. These are advertised and used as encouragement PBIS. Short term regularly earned incentives are also provided for lower level regularly expected behaviors.

The PBIS program is constantly evolving in order to meet the most pressing academic, attendance, and behavioral needs. These always include attendance rate, credit attainment, IRC earning, and respectful behavior towards others.

Behavioral Intervention Team (BIT):

- Establish a Behavioral Intervention Team comprising administrators, counselors, teachers, and support staff to oversee the development and implementation of behavioral interventions.
- Ensure that team members are trained in evidence-based practices for behavior management, crisis intervention, and de-escalation techniques.

Functional Behavior Assessment (FBA):

- Conduct a comprehensive Functional Behavior Assessment for students exhibiting escalating behaviors to identify the underlying causes and triggers of their behavior.
- Use data collected from observations, interviews, and behavior tracking to develop a thorough understanding of the student's behavior patterns and needs.

Behavioral Support Plan (BSP):

- Develop an individualized Behavioral Support Plan based on the findings of the FBA. The BSP should include proactive strategies, accommodations, and interventions designed to prevent or minimize escalating behaviors.
- Clearly outline specific goals, objectives, and strategies for addressing the student's behavioral needs, as well as criteria for success and methods for progress monitoring.

Tiered Interventions:

- Implement a tiered system of behavioral interventions aligned with the MTSS framework. Provide universal, targeted, and intensive supports based on the intensity and frequency of the student's behaviors.
- Offer universal interventions, such as school-wide positive behavior interventions and supports (PBIS), to promote a positive and supportive school climate for all students.
- Provide targeted interventions, such as small-group interventions or counseling, for students demonstrating escalating behaviors that are not adequately addressed through universal supports.
- Offer intensive interventions, such as individualized counseling, behavior contracts, or wraparound services, for students with persistent or severe behavioral challenges that require specialized support.

Consequences and Discipline:

- Clearly communicate behavioral expectations, rules, and consequences to students through a student code of conduct or behavior handbook.
- Implement a progressive discipline approach that emphasizes positive reinforcement, corrective teaching, and restorative practices.
- Ensure that consequences are fair, consistent, and proportionate to the severity of the behavior, taking into account factors such as student age, developmental level, and individual circumstances.
- Provide opportunities for students to learn from their mistakes, make amends, and develop pro-social behaviors through restorative practices, such as peer mediation, conflict resolution, and community service.

Data Collection and Monitoring:

- Collect and analyze data on student behavior, interventions, and outcomes to evaluate the effectiveness of behavioral interventions and make data-driven decisions.
- Monitor student progress toward behavioral goals, adjust interventions as needed, and regularly review and update the BSP based on ongoing assessment and feedback.

By implementing a systematic approach that integrates evidence-based practices, tiered interventions, and collaborative problem-solving, works effectively to address escalating behaviors and support students in achieving positive behavioral outcomes.

Multi-tiered System of Supports: Social-Emotional Supports & Interventions

Directions: Outline the procedures and resources that will be implemented at the charter school to support the social-emotional well-being of students, including the provision of counseling services (if available), student support groups, peer mediation programs, and partnerships with community organizations to address any emotional or psychological needs of students.

For Social-Emotional Support we have a staff member in place who acts as a social worker/advocate for students and families. The MTSS includes reduction or elimination of any barriers that are affecting a student's ability to attend school and properly engage in learning. When appropriate mental health providers are involved and/or outside agency referrals are made.

Addressing Learning Loss

Directions: Outline the strategies and resources the school will use to address learning loss and accelerate student learning. Available resources include [Future Forward Ohio](#) and [TNTP's Opportunity Myth Recommendations](#).

Strategies and resources the school will use to address learning loss are the evidence-based programs ALEKS and IXL. These programs utilize adaptive technology that assesses any regression that may have taken place over the summer months and immediately begins addressing those deficits in English Language Arts and Mathematics. Additionally, we utilize Apex tutorials in order to address learning loss and accelerate student learning. These tutorials allow us to assess where a student is and address any regression in all subject areas, especially those state-tested courses. The tutorials also help students accelerate their learning by focusing on mastery-based learning without any additional assignments that may slow down the progress a student is making in mastering the standards. Additionally, we allow students to demonstrate mastery via prescriptive courses which allows them to skip any assignments in which they have demonstrated mastery, this allows them to progress more quickly through items that they are already proficient in and allows more time to focus on areas in which they need additional instruction.

Parent & Community Engagement

Directions: Provide an overview of the strategies and resources that will be implemented at the school to promote parent and family engagement, including regular communication with families, opportunities for parent involvement in decision-making and school activities, and the establishment of parent advisory committees or organizations.

Currently we:

- Send letters home to families to keep them updated about changes to policies, protocols, and schedules at the start of the year.
- Communicates with students and parents via text about academic concerns, progress, and attendance regularly
- Hosted an Open House this past fall for families and introduced them to the changes we made for the school year
- Held a cookout for a meet the teacher event in the fall

We are working on:

- Holding a Spring Job Fair for students and parents. The plan is to do one in the fall and spring every year
- Developing an advisory committee for next year
- Communicate more to families via social media about events happening at school
- Use the Remind App next year to communicate via text to parents about school related issues
- Conduct parent-teacher conferences twice a year (fall, spring) next year

School Leader Professional Development

Directions: Outline the professional development opportunities and requirements for school leaders, including workshops, conferences, and ongoing training in areas such as leadership, instructional strategies, and school improvement processes.

Information gathered throughout the OPES process drives specific differentiated professional development that is offered to both teachers and principals. This can be teacher, principal or evaluator driven.

Principal request for professional development:

- Complete Professional Development (PD) Request form.
- Complete Seminar/Workshop registration form.
- Complete Check Request form
- Review PD Request and accompanying forms for completion, goal alignment to school mission, and approval.
- Identify funding sources and confirm funding availability.
- Sign PD Request form noting approval, return to Requestor to fax to Regional Director for processing.

The School's deployment of all professional development activities reflect the goals of the Continuous Improvement Process. These activities focus on improving the learning environment, enhancing the social-emotional climate of the classroom, and continue to promote student-centered engagement. All designed activities are aligned to the school's Continuous Improvement Plan and monitored with the ultimate goal of increasing student achievement.

Teacher Professional Development

Directions: Describe the ways in which the school will provide ongoing professional development and support for teachers and support staff, including workshops, conferences, and coaching in areas such as instructional techniques, learning standards, classroom management, cultural competency, etc.

Information gathered throughout the OTES and RESA process drives specific differentiated professional development that is offered to both teachers and principals. This can be teacher, principal or evaluator driven.

As a network annually we provide PD based on the needs of the school as a whole as well as the individual needs of the staff. Since our goals are students centered to include academic achievement, attendance, graduation rates, and IRCs earned, the PD provided ensures: all instructional staff have the necessary content area knowledge, ability and tools necessary to provide research based best practice instructional methods, and knowledge of strategies and materials to provide quality instructions. This includes the support of instructional coaches for job embedded PD.

Teacher/ School Staff Member request for professional development:

- Complete Professional Development (PD) Request form.
- Complete Seminar/Workshop registration form.
- Complete Check Request form
- Submit PD Request form, Seminar/Workshop registration form, Seminar/Workshop agenda, and Check Request form to Building Administrator for approval/signature.
- Upon Administrator approval/signature, fax all documentation to the Regional Director for processing.

Administrator responsibility for approving and connecting to the OIP:

- Review PD Request and accompanying forms for completion, goal alignment to school mission, and approval.
- Identify funding sources and confirm funding availability.
- Sign PD Request form noting approval, return to Requestor to fax to Regional Director for processing.

The School's deployment of all professional development activities reflect the goals of the Continuous Improvement Process. These activities focus on improving the learning environment, enhancing the social-emotional climate of the classroom, and continue to promote student-centered engagement. All designed activities are aligned to the school's Continuous Improvement Plan and monitored with the ultimate goal of increasing student achievement.

Teacher Recruitment, Retention, and Pipeline Planning (Resource Available: [Recruitment](#))

Directions: Describe how the school will create a teacher pipeline or Grow Your Own plan in order to ensure students have access to qualified teaching staff.

We have implemented and encouraged professional growth for all staff through college credit reimbursement; special programs for staff who want to get their special education license, CBI endorsement, and full professional license.

If we are unable to grow our own we have also just hired a full-time recruiter to find fully, properly licensed staff.

Organizational Chart & Governance Structure

Directions: Outline the roles and responsibilities of the school's governing board, including how members are selected, their terms of service, and the decision-making process for the board. Additionally, describe (or provide a graphic or attachment) of the school's organizational structure, including the chain of command and reporting structure for administrators, teachers, and support staff.

School governing board outline: The Governing Authority shall have at least five (5) members who are not owners or employees, or relatives of owners or employees of any for-profit company that operates or manages the School, and are not members or a school district board of education or employees of a school district or educational service center. All members of the Governing Authority must be residents of the State of Ohio and live within 100 miles of the School. No person may serve on the Governing Authority if prohibited from doing so pursuant to R.C. 3314.02 or any other law, rule, or regulation. The Governing Authority addresses matters relating the employment, policies, compliance, finances, management, sponsorship, and operation of the School, among other general purposes and takes votes regarding such matters. Members are selected by the Board members based upon the review by the voting Board members of matters that the Board considers relevant including but not limited to a candidate's experience, involvement in the community, and desire to contribute to the betterment of the school. Terms of service are 3 years, whereas the roles within the Board (Chairman, Vice Chair, Treasurer, Secretary) are elected annually. The Board, after receiving relevant information, bases their decisions on what they believe will provide the best outcomes for the students, considering the resources at hand.

Attached.

Student Enrollment & Retention Plan

Directions: Provide an overview of the school's process for student enrollment, including eligibility requirements, application procedures, etc. Additionally, describe any strategies or initiatives the school will implement to ensure a high rate of student retention.

Our school website has an interesting link for anyone interested in enrolling. Once they show interest this is provided to them:

We would Love to have you at Career Prep High School!

Hello ,

We received an online inquiry indicating an interest in our Diploma program.

I can assist you with your enrollment application over the phone, if you would like to do so. It would only take us about 10 minutes to do so!

I have attached our brochure with some of our Industry Recognized Credentials that may be of interest to you!

Please know that if a student is employed we may be able to work around their schedule.

I am also reaching out to you to let you know that we need a copy of your birth certificate and a copy of your current proof of residence.

For proof of residency, we can accept a copy of a utility bill with your name on it. It must be within the last 45 days. We can also accept a current pay stub, bank statement, a letter from Job & Family Services, a utility bill (within the last 45 days) or a lease agreement (within the current year).

These documents can be taken directly to the school and you can start that day or you can submit them following the instructions below.

Making sure that all four corners of each document is captured, you can take a picture of these documents and email or text them to (the document cannot be in an envelope):

admissions@careerprepschool.com

If you have any questions or concerns, please do not hesitate to contact me. My call back number is 888-995-7143.

If a student or parent/guardian comes to the school they can also enroll directly at the school with our student enrollment specialist.

To increase student retention we implement a PBIS program for attendance and credit attainment. We also recognize a part of increasing retention is increasing student engagement and offer CTE IRC programs that are of interest to the students.

High Schools and Dropout Prevention & Recovery Schools ONLY

Career-Technical Education Offerings

Directions: Describe the career technical education offerings at the school allowing students to learn through career exploration, taking college courses, and earning industry credentials.

The school aligns student “career pathway choices” to their graduation requirement: All students enter a Career Pathway upon enrollment. Students have multiple options to pursue career credentials and work with community experts in their chosen field to gain valuable experience. Students make an initial choice of a career pathway during the Discovery Experience in the first few weeks after enrollment. Students are assigned a Success Coach to track and support the student’s future success, and the student’s Success Plan/ ICP is carried throughout their academic journey. “Extra Curricular” Career Pathways include, but are not limited to:

CPR/First Aid
OSHA-10
OSHA-30
3M: Head, Eye, Face
3M: Hearing
3M: Respiratory
Leadership Excellence
Forklift
Telephone Dr.
ServSafe Food Handler
ServSafe Allergens
ServSafe PIC (must take FH & Allergens as prereq)
Retail Industry Fundamentals
Customer Service and Sales
The Business of Retail: Operations and Profit
Elder Care Certificate
Student Social Media Marketing

Graduation Pathways

Directions: Describe how the school will meet Ohio’s Graduation Requirements including any Alternative Pathways made available to students at the school.

The school requires all of Ohio’s Graduation Requirements. In order to meet these requirements we offer the traditional pathway of credit completion and EOC minimum scores; alternative pathways for earning seals and 12 pt IRC pathway and Military enlistment.

We use all state identified seals as well as a couple locally approved seals. We require all students to complete the Ohio Means Jobs Readiness Seal and the IRC Seal. This meets the requirement of earning two seals for alternative pathways. Depending on the student and their individual graduation plan other seals may also be earned as part of their graduation pathway.

Attachment 3

Student Performance Measures

Capital High School (9-12), Columbus, Ohio

ATTACHMENT 3 - Student Performance Measures

ODE Report Card Data (2022-2023)	Achievement Component (%)	Gap Closing Component (%)	Early Literacy Component (%)	Proficiency in Third Grade Reading (%)	Progress Growth Index or Percent of DARK GRAY, LIGHT BLUE, and GREEN in PROGRESS DETAILS tables			Grad 4 year (%)	Grad 5 year (%)	Non-Graduates (%)	Comments
					Read	Math	ALL				
Your School 2022-2023	26.7%	28.3%			N/A	N/A	N/A	40%	37.1 %		
Determine Comparable School District and Similar Schools											
LEA 2022-23 Columbus City Schools	51.7%	29.7%			0%	25%	50%	79.6 %	82.8 %	18.8%	
Similar School Central High School	NR	0			N/A	Exceeds	exceeds	14%	32.6 %		
Similar School Cap City HS	38.5%	28.3%			Exceeds	Exceeds	exceeds	42.1 %	42.8 %		
Use Data Above to Determine Your Targets for the Next Three Years											
Your Targets 2023 - 2024	30	30			meets	meets	meets	45%	42%		
Your Targets 2024 - 2025	35	35			exceeds	exceeds	exceeds	47%	45%		
Your Targets 2025 - 2026	40	40			Exceeds	Exceeds	exceeds	50%	47%		

Capital High School (9-12), Columbus, Ohio

Specific Subgroup ACADEMIC Targets (Select two subgroups) All Students; American Indian/Alaskan Native; Asian/Pacific Islander; Black/ Non-Hispanic; Economically Disadvantaged; Students with Disabilities; and English Language Learners (After the contract has been approved, DO NOT CHANGE ANYTHING ON THIS DOCUMENT EXCEPT THE POST-RESULTS ANNUAL UPDATE AND COMMENTS)				
	# Students	Pre-Target Results 2023-23 or 2023-24	SMART GOALS	Post Target Results Update Annually
Students With Disabilities	33	ELA STAR 1051 mean	The mean score of SWD in grades 9-12 will show 10% growth on STAR reading assessments by 2026	
Economically Disadvantaged	97	MATH STAR 1029 mean	The mean score of economically disadvantaged students in grades 9-12 will show 10% growth on the STAR Math assessment by 2026.	
Racial/Ethnic/ELL Please identify				
RESULTS and EVIDENCE Update Annually - Spring 2024, 2025, 2026, 2027				

Capital High School (9-12), Columbus, Ohio

STUDENT NON-ACADEMIC Measures (Select two measures) (After the contract has been approved, DO NOT CHANGE ANYTHING ON THIS DOCUMENT EXCEPT THE POST-RESULTS ANNUAL UPDATE AND COMMENTS)				
	Measure	Pre-Target Results 2022-23 or 2023-24	SMART GOALS	Post Target Results Update Annually
Discipline	Out of school suspensions	30 suspensions during '22-23 school year	By 2026 we will decrease our out of school suspensions by 50% from 30 to 15 suspensions for the school year	
Attendance	Daily attendance rate	2022-23 school year we had 52% daily avg. attendance rate	By 2026 we will increase our attendance by 10 percentage points from 52% daily attendance rate to 62% daily attendance rate.	
Student Engagement				
Post-Secondary Outcomes				
Other Valid Goals and Assessments				
RESULTS and EVIDENCE – Update Annually – Spring 2024, 2025, 2026, 2027				

Capital High School (9-12), Columbus, Ohio

<p>SCHOOL PERFORMANCE ON MISSION SPECIFIC GOALS</p> <p>Mission Specific Goal(s): Our school's mission is to increase the number of career pathways from 2 to 6 by June 2026.</p> <p>Current 2023/24 Conditions: <i>School data and evidence.</i> For the 23-24 school year we have 2 career pathways and they are construction and nail tech.</p> <p>Post Results Update Annually - Spring 2024, 2025, 2026, 2027 <i>School data, evidence, and conclusions.</i></p> <p>Evidence and Documentation: Update Annually - Spring 2024, 2025, 2026, 2027</p>

Attachment 4

- A. Financial Plan, including estimated budget and Five-Year Financial Forecast
- B. Treasurer License
- C. Treasurer Bond
- D. Surety Bond (New School Only – Not Applicable)
- E. Treasurer Contract
- F. Self-Evaluation of Financial Goals and Measurements

CERTIFICATION OF RESOLUTION
BUDGET FOR THE 2023-2024 ACADEMIC YEAR (ODE)

CAPITAL HIGH SCHOOL
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of West Columbus Drop Back Inc, dba Capital High School, (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 Capital High School Board of Directors approves the Budget for the 2023-2024 Academic Year, prepared by the School's designated Fiscal Officer, C. David Massa. The Budget for the 2023-2024 Academic Year is reflected in Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the Budget for the 2023-2024 Academic Year (without/ with)

amendments, made by K. Gibson

seconded by T. Lawrence.

Board Member <i>Name/Initials</i>	AYE	NAY	OTHER <i>(not present, abstain, etc.)</i>
Kimberly Gibson	✓ <i>KG</i>		
Desmond Bryant	✓ <i>DB</i>		
Raymond Hutson			✓
Chris Gawronski	✓ <i>CG</i>		
Terrence Lawrence	✓ <i>TL</i>		
Anthony Forte, Chairman	✓ <i>AF</i>		

As adopted on this 19 day of October, 2023.


 Anthony Forte, Chairman
 Capital High School

EXHIBIT A

IRN No.

012044

Community School Budget

School Name Capital High School
Budget for Fiscal Year 2023-2024

County:

Franklin

Function	Instruction 1000	Support Services 2100-2200	Administrative Services 2400	Fiscal/Business Services 2500-2600	Operations & Maintenance 2700	Pupil Transportation 2800	Support/Food Services 2900-3100	Extracurricular Activities 4000	Facilities/ Construction Services 5000	All Other Expense 6000-7000	Total
Object	A	B	C	D	E	F	G	H	I	J	K
Salaries 100	\$ -		\$ -								\$ -
Retirement Fringe Benefits 200	\$ -		\$ -								\$ -
Purchased Services 400	\$ 722,920.00	\$ 156,198.00	\$ 345,466.00	\$ 42,800.00	\$ 167,265.00	\$ 2,500.00	\$ 22,000.00				\$ 1,459,149.00
Supplies 500	\$ 289,800.75		\$ 96,600.25								\$ 386,401.00
Capital Outlay 600	\$ -										\$ -
Other 800			\$ 6,575.00								\$ 6,575.00
Total	\$ 1,012,720.75	\$ 156,198.00	\$ 448,641.25	\$ 42,800.00	\$ 167,265.00	\$ 2,500.00	\$ 22,000.00	\$ -	\$ -	\$ -	\$ 1,852,125.00

Budget Per Pupil

Estimated Student Enrollment	90	\$11,252.45	\$1,735.53	\$4,984.90	\$475.56	\$1,858.50	\$27.78	\$244.44	\$0.00	\$0.00	\$20,579.17
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Assumption for the Fiscal Year 2024

Expected Enrollment											
Grade	K	1	2	3	4	5	6	7	8	9	10
Students								20			25
Expected Instructors											
Grade	K	1	2	3	4	5	6	7	8	9	10
Staff										8	8
Assumes staff serve all grade levels in DOPR model											
Expected Administrative Staff											
Grade	K	1	2	3	4	5	6	7	8	9	10
Staff										3	3
Assumes staff serve all grade levels in DOPR model											
All Other Expected Staff											
Grade	K	1	2	3	4	5	6	7	8	9	10
Staff											
Assumes staff serve all grade levels in DOPR model											

Expected Purchased Services					
Rent	\$	73,752.00			
Utilities	\$	16,200.00			
Other Facility Costs	\$	77,313.00			
Insurance	\$	6,000.00			
Management Fee	\$	218,700.00			
Sponsor Fee	\$	36,450.00			
Audit Fees	\$	42,800.00			
Contingency	\$	-			
Transportation	\$	2,500.00			
Legal	\$	35,000.00			
Marketing	\$	25,000.00			
Consulting	\$	98,071.00			
Salaries	\$	567,417.00			
Benefits	\$	155,503.00			
Special Education Services	\$	25,000.00			
Technology Services	\$	33,127.00			
Food Service	\$	22,000.00			
Other	\$	24,316.00			
Total	\$	1,459,149.00			

Fiscal Year 2024-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debtor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due Liabilities)	\$ -	\$ -	\$ -	\$ -	0
Total	\$ -	\$ -	\$ -	\$ -	

Capital High School – FY25 Budget Notes

Revenue – \$1,734,000 (including federal funds)

- Paid enrollment projection of 100 FTE
 - State funding based on new funding calculation, fourth year of phase in
 - 22+ funding based on current year
- Federal Funds based on current year awards
 - Title I/IV
 - Title II
 - IDEA (SPED)
 - NSLP (National School Lunch Program)

Operating Expense- \$1,667,000

Personnel – Total Personnel \$761,000

- Administrator
- Assistant Administrator
- Office Manager
- English
- Science
- Social Studies
- Math
- CTE Instructor
- Intervention Specialist (2)
- Student Success Coach
- Family Advocate

Non Personnel - \$906,000

Top Non-Personnel Expense

1. Fusion Ed – Management Fee \$280,000
2. Regional Support Staff 89,200
3. Rent \$75,540
4. Security Services \$46,960
5. Student Program \$44,500
6. Sponsor Fee \$44,000
7. Treasurer Fee \$36,000

Surplus - \$67,000

**Capital High FY25 Budget
Draft**

	GENERAL	GRANT	TOTAL
REVENUE			
State FTE Revenue	1,465,018		1,465,018
Casino Funding	5,000		5,000
Federal - Title I/II/SI		102,098	102,098
Federal - Title IV		10,000	10,000
Federal - IDEA		40,000	40,000
22+	90,000		90,000
		-	-
	\$ 1,560,018	\$ 174,098	\$ 1,734,115
EXPENSES			
Personnel			
Salaries	584,789		584,789
Health	73,808		73,808
Retirement	79,486		79,486
Medicare	8,479		8,479
Unemployment	11,111		11,111
WC	3,567		3,567
	(142,098)	142,098	-
	\$ 619,143	\$ 142,098	\$ 761,240
Instructional			
Pupil Special Services	25,000	-	25,000
CTE Program	22,600		22,600
Student Program	44,500	-	44,500
Classroom Supplies	5,000	-	5,000
Graduation	5,000	-	5,000
Marketing /Enrollment	25,000	-	25,000
Extra Currirular/Field Trips	10,000	-	10,000
Property & Casualty	7,500	-	7,500
Total Instructional	\$ 144,600	\$ -	\$ 144,600
Facilities			
Alarm & Security Services	46,960		46,960
Refuse Services	3,000		3,000
Food Services	-	22,000	22,000
Rent/Lease Facility	75,540		75,540
Student Transport	2,500		2,500
Janitorial	27,600	-	27,600
Water/Sewer	5,800		5,800
Gas/Electric	10,400		10,400
Repair/Maint - Bldg	7,500		7,500
Maint Contracts	1,800		1,800
Total Facilities	\$ 181,100	\$ 22,000	\$ 203,100
Technology			
Outside Serv. Pur	17,613		17,613
Computer Supplies	1,250		1,250
Misc Equipment	5,000	-	5,000
Comm. Phone/Fax	3,360		3,360
Comm. Internet	2,160		2,160
Maint Contract Agree	8,875		8,875
Total Technology	\$ 38,258	\$ -	\$ 38,258

Administration

Consultants	89,193		89,193
Outside Services Purch	4,725		4,725
Rent/Lease Equip	5,280		5,280
Office/Misc. Supplies	6,000		6,000
Postage & Stamps	1,500		1,500
Employee Training & Development	-	10,000	10,000
Misc. Expenses	1,500	-	1,500

Total Admin

\$	108,198	\$	10,000	\$	118,198
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Board Expenses

Treasurer Fees	36,000		36,000
Audit Fees	6,800		6,800
Board Account	35,000		35,000
Management Fee (Base)	248,803		248,803
Additional Mgmt Fee - Graduation Rate Goal	31,100		31,100
Sponsor Fee	43,951		43,951

Total Board Expenses

\$	401,654	\$	-	\$	401,654
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Total Expenses

\$	1,492,953	\$	174,098	\$	1,667,050
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Surplus (Deficit)

67,065	0	67,065
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**Capital High School
FY24 vs 25**

	FY24	FY25	Diff	
REVENUE				
State FTE Base Revenue	1,024,349.52	1,239,015.79	214,666.27	Increase in FTE
CTE Funding	187,509.70	226,002.09	38,492.38	Increase in FTE
Casino Funding (\$50 per FTE)	5,250.00	5,000.00	(250.00)	Increase in FTE
Federal - Title I/II/SI	43,400.00	102,097.55	58,697.55	Based on current award, No SI
Federal - Title IV	6,700.00	10,000.00	3,300.00	Based on current award
Federal - IDEA	29,600.00	40,000.00	10,400.00	Based on current award
22+	90,000.00	90,000.00	-	Based on current year enrollment
NSLP	22,000.00	22,000.00	-	Based on current participation
ESSER (Cares Act)	270,934.27	-	(270,934.27)	Final year for ESSER funds
	<u>1,679,743.49</u>	<u>1,734,115.43</u>	<u>54,371.93</u>	
EXPENSES				
Personnel				
Salaries	567,416.80	584,789.03	17,372.23	3% Salary Increase
Health	61,400.02	73,808.32	12,408.30	based on participation
Retirement	71,633.35	79,485.88	7,852.53	
Medicare	8,227.54	8,479.44	251.90	
Unemployment	10,780.92	11,110.99	330.07	
WC	3,460.68	3,566.63	105.95	
	<u>722,919.31</u>	<u>761,240.29</u>	<u>38,320.98</u>	
Instructional				
Pupil Special Services	25,000.00	25,000.00	-	
CTE Curriculum	28,126.46	22,600.21	(5,526.25)	10% of State CTE Funding
Student Program	46,725.00	44,500.00	(2,225.00)	Based on FTE
Classroom Supplies	5,250.00	5,000.00	(250.00)	Increase in FTE
Graduation	5,000.00	5,000.00	-	
Marketing/Enrollment	25,000.00	25,000.00	-	
Field Trips	10,000.00	10,000.00	-	
Property & Casualty	6,000.00	7,500.00	1,500.00	
Total Instructional	<u>151,101.46</u>	<u>144,600.21</u>	<u>(6,501.25)</u>	
Facilities				
Security & Alarm Services	37,413.00	46,960.00	9,547.00	Increase Security Service
Refuse Services	3,000.00	3,000.00	-	
Food Services	22,000.00	22,000.00	-	
Rent/Lease Facility	73,752.00	75,540.00	1,788.00	Insurance
Student Transport	2,500.00	2,500.00	-	
Janitorial	27,600.00	27,600.00	-	
Water/Sewer	5,800.00	5,800.00	-	
Gas/Electric	10,400.00	10,400.00	-	
Repair/Maint - Bldg	7,500.00	7,500.00	-	
Maint Contracts	1,800.00	1,800.00	-	
Total Facilities	<u>191,765.00</u>	<u>203,100.00</u>	<u>11,335.00</u>	

Technology

Outside Serv. Pur	17,613.00	17,613.00	-	
Computer Supplies	1,312.50	1,250.00	(62.50)	Based on FTE
Misc Equipment	5,250.00	5,000.00	(250.00)	Based on FTE
Comm. Phone/Fax	3,156.00	3,360.00	204.00	Net of ERATE
Comm. Internet	2,160.00	2,160.00	-	
Maint Contract Agree	8,951.25	8,875.00	(76.25)	
Total Technology	38,442.75	38,258.00	(184.75)	

Administration

Consultants	83,870.76	89,193.08	5,322.32	Allocated based on FTE
Outside Services Purch	4,200.00	4,725.00	525.00	Based on number of EE's
Rent/Lease Equip	7,500.00	5,280.00	(2,220.00)	Copier Estimate
Office/Misc. Supplies	6,300.00	6,000.00	(300.00)	Based on FTE
Postage & Stamps	1,500.00	1,500.00	-	
Employee Training & Development	10,000.00	10,000.00	-	
Misc. Expenses	1,575.00	1,500.00	(75.00)	Based on FTE
Total Admin	114,945.76	118,198.08	3,252.32	

Board Expenses

Treasurer Fees	36,000.00	36,000.00	-	
Audit Fees	6,800.00	6,800.00	-	
Board Account	35,000.00	35,000.00	-	
Management Fee (Base)	208,297.48	248,802.86	40,505.38	increase in FTE Revenue
Additional Mgmt Fee - Graduation Rate Goal	26,037.18	31,100.36	5,063.17	increase in FTE Revenue
Chartering Fee	36,355.78	43,950.54	7,594.76	increase in FTE Revenue
	348,490.44	401,653.75	53,163.32	
Total Board Expenses	1,567,664.71	1,667,050.33	99,385.63	

Total surplus/(deficit)

112,078.78	67,065.09	(45,013.69)
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Capital High School

Vendors paid >10,000

- Fusion Ohio – Management Fees / Operating Expense Reimbursement
- Mindscapes – School SPED Services
- Champion Food Service – Student Food Service
- Timbercreek Center Partners – Rent
- Unique Janitorial Services – Facility Cleaning
- American Services and Protection – Security Services
- Sean McCarter – Legal & Board Services
- Education Resource Consultants – School Sponsorship
- Massa Financial – Board Treasurer

Draft

FY24 - May 2024 submission

IRN No.: 012044

Type of School: Brick & Mortar HS

Contract Term: 6/30/2025

County: Franklin

School Name:

Capital High School

**Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
For the Fiscal Years Ended 2021 through 2023, Actual and
the Fiscal Years Ending 2024 through 2028, Forecasted**

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 1,121,943	\$ 1,200,616	\$ 1,044,349	\$ 1,173,083	\$ 1,465,018	\$ 1,465,018	\$ 1,538,269	\$ 1,538,269
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	4,653	58,133	76,037	62,604	95,000	95,950	96,910	97,879
Total Operating Receipts	\$ 1,126,596	\$ 1,258,749	\$ 1,120,386	\$ 1,235,687	\$ 1,560,018	\$ 1,560,968	\$ 1,635,178	\$ 1,636,147
Operating Disbursements								
100 Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
200 Employee Retirement and Insurance Benefits	-	-	-	-	-	-	-	-
400 Purchased Services	1,135,852	1,434,720	1,379,141	1,375,896	1,577,210	1,590,245	1,635,573	1,663,955
500 Supplies and Materials	285,289	156,151	93,760	330,000	83,240	85,737	88,309	90,959
600 Capital Outlay - New	46,795	-	60,236	52,803	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	4,710	7,113	5,545	6,575	6,600	6,798	7,002	7,212
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 1,452,646	\$ 1,597,984	\$ 1,538,682	\$ 1,765,274	\$ 1,667,050	\$ 1,682,780	\$ 1,730,884	\$ 1,762,126
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (326,050)	\$ (339,235)	\$ (418,296)	\$ (529,587)	\$ (107,032)	\$ (121,812)	\$ (95,706)	\$ (125,979)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)								
State Grants (3200, except 3211)	\$ 534,930	\$ 613,274	\$ 688,762	\$ 830,000	\$ 174,098	\$ 200,000	\$ 200,000	\$ 200,000
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	-	-	-
Interest and Fiscal Charges	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 534,930	\$ 613,274	\$ 688,762	\$ 830,000	\$ 174,098	\$ 200,000	\$ 200,000	\$ 200,000
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 208,880	\$ 274,039	\$ 270,466	\$ 300,413	\$ 67,066	\$ 78,188	\$ 104,294	\$ 74,021
Fund Cash Balance Beginning of Fiscal Year	\$ 177,916	\$ 386,796	\$ 660,835	\$ 931,301	\$ 1,231,714	\$ 1,298,781	\$ 1,376,968	\$ 1,481,263
Fund Cash Balance End of Fiscal Year	\$ 386,796	\$ 660,835	\$ 931,301	\$ 1,231,714	\$ 1,298,781	\$ 1,376,968	\$ 1,481,263	\$ 1,555,284

Assumptions

Staffing/Enrollment	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
Total Student FTE	109	114	100	81	100	100	105	105
Instructional Staff	8.00	8.00	8.00	7.00	8.00	8.00	8.00	8.00
Administrative Staff	3.00	4.00	3.00	3.00	3.00	3.00	3.00	3.00
Other Staff	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Purchased Services								
Rent	\$ 62,700	\$ 62,700	\$ 62,700	\$ 70,000	\$ 75,540	\$ 77,051	\$ 78,592	\$ 80,164
Utilities	16,150	27,682	17,590	15,500	16,200	16,686	17,187	17,530
Other Facility Costs	49,493	43,940	86,965	131,417	86,860	89,466	92,150	93,993
Insurance	5,208	5,608	7,609	11,050	7,500	7,725	7,957	8,116
Management Fee	172,876	195,157	201,371	195,693	279,903	263,703	276,888	276,888
Sponsor Fee	31,100	33,389	31,550	35,192	43,951	43,951	46,148	46,148
Audit Fees	29,565	45,451	44,614	44,485	42,800	44,084	45,407	46,315
Contingency	-	-	-	-	-	-	-	-
Transportation	600	2,500	1,285	2,500	2,500	2,575	2,652	2,705
Legal	36,164	35,140	46,000	45,996	35,000	36,050	37,132	37,874
Marketing	20,396	21,593	26,370	21,200	25,000	25,750	26,523	27,053
Consulting	78,312	86,349	91,076	114,030	99,193	102,169	105,234	108,391
Salaries and Wages	406,465	578,350	481,811	412,235	555,530	566,641	577,973	589,533
Employee Benefits	133,481	182,637	159,305	152,470	205,470	209,579	213,771	218,046
Special Education Services	40,128	40,039	43,000	45,000	25,000	25,750	26,523	27,318
Technology Services	19,720	27,340	28,278	33,127	27,738	28,570	29,427	30,310
Food Services	18,101	16,745	26,357	28,500	22,000	22,660	23,340	24,040
Other	15,393	30,100	23,260	17,500	27,025	27,836	28,671	29,531
Total	\$ 1,135,852	\$ 1,434,720	\$ 1,379,141	\$ 1,375,896	\$ 1,577,210	\$ 1,590,245	\$ 1,635,573	\$ 1,663,955
Financial Metrics								
Debt Service Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Growth in Enrollment	0.00%	5.03%	-12.28%	-19.00%	23.46%	0.00%	5.00%	5.00%
Growth in New Capital Outlay	0.00%	-100.00%	0.00%	-12.34%	-100.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	11.73%	-10.99%	10.29%	26.25%	0.06%	4.75%	4.82%
Growth in Non-Operating Receipts/Expenses	0.00%	14.65%	12.31%	20.51%	-79.02%	14.88%	0.00%	0.00%
Days of Cash	0.12	0.24	0.43	0.53	0.74	0.77	0.80	0.84
Expenditure per FTE	\$ 13,384	\$ 14,017	\$ 15,387	\$ 21,794	\$ 16,670	\$ 16,828	\$ 16,485	\$ 16,782

Assumptions Narrative Summary

Sponsor: ERCO
Management Company: Fusion Education
School Treasure: Dave Massa, Massa Financial

The School has no projected debt during the 5 years forecasted
School has approved a 5 year management agreement with Fusion Ed through June 30, 2025.

State Aid is conservative based on FTE of 81 in FY 24 and 100-105 FTEs in years thereafter.
Basic State FTE revenue consistent with FY24-25 State funding model.
Other revenues represent Casino funds, 22 Plus funds, and misc other revenues

Employees are contracted through the management company as a contracted/invoiced service in the Purchased services.
Employee benefits and retirement forecasted at 27% of total employment costs.

Purchased services are assumed 3% increases in related expenses

The management fee under the new agreement is 16% of qualified revenues with additional 2% for graduation rates.

Sponsor is ERCO and fees are 3% of State aid

Accounting and audit includes contract Treasurer and annual audit fees

Rent assumes 1% annual increase

Other facilities costs includes repair/maintenance/ other facility costs and contracted security at the school

Marketing includes enrollment marketing programs and marketing media

Special education services represent third party vendor contracts to support students special education needs

Supplies/Materials consist primarily of curriculum software and CTE supplies

Federal grants includes Title funds (I, IIA and IDEA), plus Lunch program, based on current year allocations
FY23/FY24 does project ARP ESSER allocations and expenditures,expiring funds after FY24.

Fiscal Year 2022-2026 Projected Debt					
Description	Beginning Balance	Principal Retirement	Interest Expense	Ending Balance	Debtholder/ Creditor
FTE	\$ -	\$ -	\$ -	\$ -	
Loan	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past)	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ -	\$ -	

STATE OF OHIO DEPARTMENT OF EDUCATION
5 Year School Treasurer School Treasurer License

DAVID MASSA
THIS LICENSE AWARDED TO

OH3014246 **04/02/2021** **07/01/2021 to 06/30/2026**

EDUCATOR STATE ID

ISSUE DATE

EFFECTIVE DATES

*The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified.
The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.*

Pablo DeMena

Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.

Credential # 21965653

Employers may verify this credential by going to Educator Profile on education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.

Continuation
Certificate

Westfield Insurance Company

Westfield Insurance®
1 Park Circle, PO Box 5001
Westfield Center, Ohio 44251-5001

In consideration of an agreed premium payable in advance, the Bond described below is hereby continued in force for the period indicated. Continuation is subject to the condition that the maximum aggregate liability under the Bond and any and all continuations thereof shall in no event exceed the amount of liability shown herein. This endorsement shall be valid only when executed by an attorney-in-fact of this Company.

BOND NO.	BOND AMOUNT	RENEWAL PREMIUM	CONTINUED	
			FROM	TO
BND 0224025	\$ 25,000.00	\$ 390.00	2/20/2024	2/20/2027
PRINCIPAL Christopher D Massa (on behalf of Capital High School)				
OBLIGEE State of Ohio				

Signed, sealed and dated this 4th day of January, 2024.

O'NEILL INSURANCE AGENCY INC

Agency

111 High Street Wadsworth, OH 44281-1857

City & State

By:


Jody Maibach

Attorney-in-Fact



BD 5403 (10-2011)

CERTIFIED COPY

1 Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001

Know All Men by These Presents, That **Westfield Insurance Company**, a corporation, hereinafter referred to individually as a "Company" duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint of **Wadsworth** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their name, place and stead, to execute, acknowledge and deliver

Bond Number: **BND 0224025**
Principal Name: **Christopher D Massa**
Obligee Name: **State of Ohio**
Bond Penalty: \$ **25,000.00**

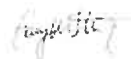
and to bind the Company thereby as fully and to the same extent as if such bond was signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the **Westfield Insurance Company**

"BE IT RESOLVED, that the President, any Senior Executive, any Secretary or any Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, **Westfield Insurance Company** has caused these presents to be signed by their Senior Executive and their corporate seal to be hereto affixed this 17th day of December 2019.



By: Gary W. Stumper, National Surety Leader and Senior Executive

Affixed
Corporate
Seal



CERTIFICATE

I, **Frank Carrino**, Secretary of the **Westfield Insurance Company** do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this **4th** day of **January**, A.D. **2024**.



By: Frank Carrino, Secretary

State of Ohio
County of Medina ss:

Notarial
Seal
Affixed



State of Ohio
County of Medina ss:

By: 
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

CERTIFICATION OF RESOLUTION
FOURTH ADDENDUM TO THE FISCAL OFFICER AGREEMENT

CAPITAL HIGH SCHOOL
(An Ohio Non-Profit Corporation)

The Governing Authority (the "Board") of West Columbus Drop Back In, dba Capital High School, (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 Capital High School Board of Directors adopts the Fourth Addendum to the Fiscal Officer Agreement, retaining the services of the School's designated Fiscal Officer, C. David Massa. The Fourth Addendum to the Fiscal Officer Agreement is attached as Exhibit A, attached hereto and incorporated herein as if restated in its entirety.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the Fourth Addendum to the Fiscal Officer Agreement

(without) / with) amendment(s), made by K. Gibson

seconded by C. Gawronski.

Board Member Name/Initials	AYE	NAY	OTHER (Not Present, Abstain, Etc.)
Kimberly Gibson	✓		
Desmond Bryant	✓		
Jon Lauden	✓		
Raymond Hutson	✓		
Chris Gawronski	✓		
Anthony Forte, Chairman	✓ <i>AF</i>		

Adopted by a vote of the Board on this 17 day of June, 2021.

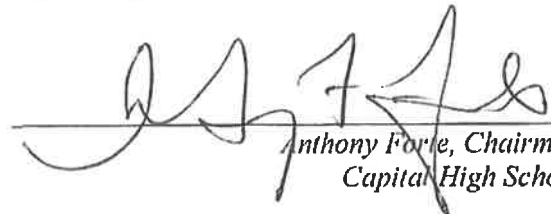

 Anthony Forte, Chairman
 Capital High School

EXHIBIT A



Massa
Financial Solutions, LLC

FOURTH AMENDMENT TO FISCAL OFFICER AGREEMENT

This Fourth Amendment to the July 1, 2013, Fiscal Officer Agreement (the "Amendment") is an amendment to the Fiscal Officer Agreement by and between **Capital High School**, ("the School"), and **Massa Financial Solutions, LLC** ("Massa" or "Contractor"), and shall become effective as of July 1, 2021.

The parties herby agree that in recognition of the additional work and fiscal requirements associated with the various ESSER funds that have been allocated to the School, the Fiscal Officer Agreement shall be modified as follows:

Compensation

In consideration for Contractor's full and timely performance of the Services set forth in the Proposal throughout the Contracting Period, the School shall pay Contractor the sum of \$36,000 annually through the expiration of the ESSER funding, which is currently September 2024. Thereafter the services and related fees will be revisited to exclude the ESSER services.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Third Amendment to Fiscal Officer Agreement as of the date set forth in the first paragraph above.

MASSA FINANCIAL SOLUTIONS, LLC

C. David Massa, Owner
E-mail: dave@massasolutionsllc.com

Board President
Capital High School

PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – FINANCIAL PERFORMANCE GOALS

OVERVIEW:

The Performance Accountability Plan sets out the performance standards and/or performance requirements as measured annually. The Performance areas include Academic, Financial, Organizational/Operations, and Governance/Legal.

ERCO EVALUATES FINANCIAL VIABILITY IN THE FOLLOWING INDICATORS:

1. SCHOOL MANAGES CASH FLOW AND MAINTAINS RESERVES TO COVER OPERATING EXPENSES
2. THE SCHOOL PAYS CREDITORS AND VENDORS
3. THE SCHOOL PAYS A MAJORITY OF ITS BILLS WITHIN 30 DAYS
4. THE SCHOOL MAINTAINS A HEALTHY BALANCE BETWEEN THE DEBT AND MONTHLY INCOME
5. THE SCHOOL HAS PAYMENT PLANS IN PLACE, REDUCE OUTSTANDING DEBT OVER 60 DAYS
6. THE SCHOOL PROJECTED ANNUAL EXPENSES ARE ALIGNED WITH PROJECTED REVENUE
7. FINANCIAL REPORTING TO GOVERNMENT AGENCIES ARE CURRENT
8. FINANCIAL REPORTING TO THE SPONSOR IS ACCURATE AND TIMELY

ERCO EVALUATES THE SCHOOL WITH THE FOLLOWING RATE SCALE, AND WITH THE BELOW MEASUREMENTS AND METRICS:

- EXCEEDS EXPECTATIONS = 4 Pts.
- MEETS EXPECTATIONS = 3 Pts.
- APPROACHES EXPECTATION = 2 Pts.
- BELOW EXPECTATIONS: = 1 Pt.

EXCEEDS EXPECTATIONS: The school maintains reserves that will cover 60 or more days of its typical operating expenses, the school's invoices are paid within 5 business days and 90% of the school's bills are outstanding 30 days or fewer days. Less than 10% of monthly income is committed to repayment of debt over 60 days outstanding. Financial reports are consistently accurate and submitted by the 8th of each month.

MEETS EXPECTATIONS: The school maintains reserves that will cover 30-59 days of its typical operating expenses, invoices are paid within 6-20 days, and 80-90% of the school bills are outstanding within 30 or fewer days. 75-89% of outstanding debts are on repayment plans and financial reports are consistently accurate and submitted by the 15th of each month.

PERFORMANCE FRAMEWORK AND ACCOUNTABILITY PLAN – FINANCIAL PERFORMANCE GOALS

APPROACHES EXPECTATIONS: The school maintains reserves that will cover 15-29 days of its typical operating expense, the invoices are paid within 21-49 and 60-79% of the school bills are outstanding 30 days or fewer. 25-74% of the school's outstanding debts are on repayment plans and the financial reports are consistently accurate but were submitted after the 15th of the month up to 3 times in the most recent year.

BELOW EXPECTATION: The school maintains reserves that will cover less than 15 days of its typical operating expenses, the school invoices are after 50 days or more days. 59% or less of the school bills are outstanding 30 days or fewer, and less than 25% of the outstanding debts are on repayment plans. The school financial reports are consistently inaccurate and/or were submitted after the 15th of the month 4 or more times within the most recent year.

COMPLETING THE PERFORMANCE FRAMEWORK

- The school will complete its Performance Goals for each indicator. The school will forecast its performance goals for each contracted year for each indicator. The rating is as follows: **4 = Exceeds Expectations, 3 = Meet Expectations, 2 = Approaching Expectations, and 1 = Below Expectations.**
- ERCO will annually evaluate the School Performance goals to receive the actual end-of-the-year school performance results. The results will be included in the Annual High Stakes Performance Review and provided to the school Board and School Administrator.

PERFORMANCE FRAMEWORK

FINANCIAL PERFORMANCE GOALS

SCHOOL NAME: West Columbus Drop Back In, dba Capital High School

DATE COMPLETED: May 2024

GOAL INDICATORS	RATING SCALE	MEASUREMENT AND METRICS	24-25	25-26	26-27	27-28
1. The school manages cash flow and maintains reserves to cover operating expenses.	4 = Exceeds Expectations	The school maintains reserves that will cover 60 or more days of its typical operating expenses.	3	3	3	3
	3 = Meets Expectations	The school maintains reserves that will cover 30-59 days of its typical operating expenses.				
	2 = Approaches Expectations	The school maintains reserves that will cover 15-29 days of its typical operating expenses.				
	1 = Below Expectations	The school maintains reserves that will cover less than 15 days of its typical operating expenses.				
2. The school pays its financial obligation to vendors and creditors in a timely manner.	4 = Exceeds Expectations	The school's invoices are paid within 5 business days according to ERCO financial analysis.	3	3	3	3
	3 = Meets Expectations	The school's invoices are paid within 6-20 days, according to ERCO financial analysis.				
	2 = Approaches Expectations	The school's invoices are paid within 21-49 days, according to ERCO financial analysis.				
	1 = Below Expectations	The school's invoices are after 50 or more days, according to ERCO financial analysis				
3. The school is able to pay the majority of its bills within 30 days.	4 = Exceeds Expectations	90-100% of the school's bills are outstanding 30 or fewer days.	3	3	3	3
	3 = Meets Expectations	80-89% of the school's bills are outstanding 30 or fewer days.				
	2 = Approaches Expectations	60-79% of the school's bills are outstanding 30 or fewer days.				
	1 = Below Expectations	59% or less of the school's bills are outstanding 30 or fewer days.				
4. The school maintains a healthy balance between the debt and monthly income.	4 = Exceeds Expectations	Less than 10% of monthly income is committed to repayment of debt over 60 days outstanding.	3	3	3	3
	3 = Meets Expectations	10-25% of monthly income is committed to repayment of debt over 60 days outstanding.				
	2 = Approaches Expectations	26-75% of monthly income is committed to repayment of debt over 60 days outstanding.				
	1 = Below Expectations	More than 75% of monthly income is committed to repayment of debt over 60 days outstanding.				
5. The school has repayment plans in	4 = Exceeds Expectations	90-100% of the school's outstanding debts are on repayment plans.	3	3	3	3
	3 = Meets Expectations	75-89% of the school's outstanding debts are on repayment plans.				

place to reduce outstanding debt over 60 days outstanding.	2 = Approaches Expectations	25-74% of the school's outstanding debts are on repayment plans.				
	1 = Below Expectations	Less than 25% of the school's outstanding debts are on repayment plans.				
6. The school's projected annual expenses based on YTD expenditures are closely aligned with the projected annual revenue.	4 = Exceeds Expectations	Projected annual revenue exceeds projected annual expenses by 15% or more.	3	3	3	3
	3 = Meets Expectations	Projected annual revenue exceeds projected annual expenses by 5-14%.				
	2 = Approaches Expectations	Projected annual revenue is up to 5% greater than or up to 5% less than projected annual expenses.				
	1 = Below Expectations	Projected annual expenses exceed projected annual revenue by 5% or more.				
7. The school's financial reporting to government agencies are current and compliant. And payments to taxing agencies, worker compensation, retirement funds, lender agencies, and etc are not in a state of default or delinquency.	4 = Exceeds Expectations	All reporting and payments are current and without FTE errors.	3	3	3	3
	3 = Meets Expectations	All reporting and payments are current, and reflect fewer than 10% FTE errors.				
	2 = Approaches Expectations	Reporting is not current, payments are not current, OR reporting reflects greater than 10% FTE errors.				
	1 = Below Expectations	Reporting is not current, payments are not current and/or reporting reflects greater than 10% FTE errors.				
8. The school financial reporting to the sponsor is prompt, consistent and accurate.	4 = Exceeds Expectations	Financial reports are consistently accurate and submitted by the 8th of each month.	3	3	3	3
	3 = Meets Expectations	Financial reports are consistently accurate and submitted by the 15th of each month.				
	2 = Approaches Expectations	Financial reports are consistently accurate, but were submitted after the 15th of the month up to 3 times in the most recent year.				
	1 = Below Expectations	Financial reports are inaccurate or were submitted after the 15th of the month 4 or more times in the most recent year.				
SCORING: <ul style="list-style-type: none"> • EXCEEDS EXPECTATIONS = 4 • MEETS EXPECTATIONS = 3 • APPROACHES EXPECTATIONS = 2 • BELOW EXPECTATIONS = 1 						

Updated 1/9/23

Attachment 5

- A. Description of Facility**
- B. Suspension and/or School Closing Procedures**
- C. Facility Lease Agreement**

Capital High School

640 West Harrisburg Pike Columbus, OH 43223

The description of the facility should include at least the following information:

- 1. A detailed description of each facility used for instructional purposes;
6,600 square feet facility – with one main computer lab and three classrooms.**
- 2. The annual mortgage principal and interest payments paid by the school;
N/A**
- 3. The annual costs associated with leasing each facility that are paid by or on behalf of the school; \$109,455**
- 4. The name of the lender or landlord, identified as such, and the lender's or the landlord's relationship to the operator if any. Timbercreek Center**

Suspension and/or School Closing Procedures

The School will comply with the following statutory provisions; R.C. 3314.44, R.C. 3314.351, R.C. 3314.023, R.C. 3314.35, R.C. 3314.074, R.C. 3314.0210, and R.C. 3314.051. In addition, the School will comply with any other relevant statutory provisions, administrative code provisions, rules adopted by the Ohio Department of Educations, and requirements of the sponsor relating to the closure of the School.

SECOND AMENDMENT TO
LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE ("Amendment") is made as of this 29 day of APRIL 2020 ("Amendment Date"), by and between and TIMBERCREEK CENTER PARTNERS LP and DAVIS CENTER LAND PARTNERS LP (collectively "Landlord") and WEST COLUMBUS DROP BACK IN, an Ohio Non-Profit Corp as Tenant ("Tenant"), with reference to the Premises known as 640-644 Harrisburg Pike, Columbus, Ohio ("Premises"), as follows:

A. WHEREAS, Landlord and Tenant entered into that certain Retail Lease Agreement dated July 6, 2011 ("Lease");

B. WHEREAS, Landlord and Tenant entered into a First Amendment to Lease Agreement as of July 1, 2015; and

C. WHEREAS, Landlord and Tenant wish to amend the Lease Agreement pursuant to the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The term of the Lease is hereby extended for the period from July 1, 2020 through June 30, 2025 ("Extended Term"). Tenant shall have the right to terminate the lease term on June 30, 2021, if the Tenant gives written notice of termination to the Landlord on or before March 31, 2021. Tenant shall have the right to terminate the lease term on June 30, 2022, if the Tenant gives written notice of termination to the Landlord on or before March 31, 2022.

2. The Base Rent for the Premises for the Extended Term shall be as set forth below:

Period	Base Rent (per Square Foot)
7/01/20 to 6/30/25	\$9.50 psf

3. Tenant shall also be responsible for Tenant's prorata share of Operating Expenses, Taxes, and Insurance as required under the Lease. Landlord shall cooperate with Tenant and execute any paperwork necessary for any filing seeking a reduction in real property taxes based upon Tenant being a school and not subject to real property taxes.

4. All Options to renew as referenced in the lease are hereby deleted and replaced by Exhibit A.

5. CONDITION OF THE PREMISES AND TENANT IMPROVEMENTS. Tenant is in possession of the Premises and accepts the Premises in its "as is" condition. Tenant acknowledges and agrees that Landlord is under no obligation to refurbish the Premises or construct any improvements in the Premises. Tenant acknowledges that it has been given an opportunity to inspect the building and the premises and find each in satisfactory condition.

6. BROKERS AND AGENTS. Tenant warrants it has had no dealings with any broker or agent in connection with this Amendment nor is any other broker or agent entitled to any commission in connection herewith

Landlord's Initials:

63

Page 1 of Second Amendment to Lease Agreement

Tenant's Initials:

W.C.D.B.I.

and covenants to defend, with counsel approved by Landlord, and hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to Tenant's dealings in connection with this Amendment.

7. **STATUS OF LEASE.** Tenant hereby certifies that (a) as amended herein, the Lease constitutes the entire agreement between Landlord and Tenant with respect to the Premises; (b) except herein, there have been no amendments to, or modifications of, Lease; (c) the Lease is in full force and effect as of the date hereof; (d) there are no defaults under the Lease on the part of the Landlord; and (e) there are no offsets, counterclaims or defenses of Tenant under the Lease against Landlord nor any events that would constitute a basis for such offsets, counterclaims or defenses against Landlord upon the lapse of time, the giving of notice, or both. Tenant hereby represents and warrants, as of the Amendment Date, that Landlord is in full compliance with all terms, covenants, and conditions of the Lease and there exist no breaches or defaults thereunder on the part of Landlord. Tenant hereby ratifies and confirms the effectiveness of the Lease, as amended hereby, and confirms that all terms, covenants, conditions, provisions, and agreement set forth in the Lease remain in full force and effect.

9. **ENTIRE AGREEMENT.** This Amendment sets forth the entire agreement between Landlord and tenant with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. As amended herein the Lease between Landlord and Tenant shall remain in full force and effect. In case of any inconsistency between the provisions of the Lease and this Amendment, the latter provisions shall govern and control. Any term not specifically defined herein shall have the same meaning as the defined term in the Lease.

10. **APPLICABILITY OF LEASE, EFFECTIVE DATE.** Except as modified by this Amendment, the Lease, shall remain in full force and effect, and shall apply to the Premises upon all of the terms and conditions set forth therein and herein. This Amendment shall be effective upon execution and delivery by Landlord and Tenant.

11. **AUTHORIZATION.** Each individual or party executing this Amendment hereby represents and warrants that he, she, or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Amendment to the terms hereof.

12. **COUNTERPARTS. DELIVERY.** This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes). This Agreement, when executed, may be delivered electronically via pdf; and upon such delivery shall be binding on the parties, provided however, that each party shall deliver an original executed Agreement to the other party.

13. **CONFIDENTIALITY.** The parties hereby acknowledge that the Lease and any amendments to it are Public Records pursuant to Ohio Revised Code Chapter 149 and are subject to disclosure. Any provision of the Lease requiring confidentiality is hereby stricken.

15. **Expansion Provisions.** "Landlord hereby grants to Tenant a right to expand ("Expansion Right") into the space located in the Building which is demarcated on Exhibit D and contains approximately 2,306 rentable square feet ("Contiguous Space"). If Tenant desires to exercise Tenant's right, Tenant shall notify Landlord in writing of Tenant's intent to exercise the First Right hereunder ("Intent Notice"). In the event Tenant elects to exercise the First Right to relocate into the Contiguous Space, then the parties shall enter into an Amendment to this Lease. If Tenant exercises the First Right, then the occupancy shall occur in 60 days ("Effective Date") after the Intent Notice and the Lease shall be modified to the extent that: the rent shall be increased as of the Effective Date by the rental rate in effect under the Lease multiplied by the new rentable square footage of the Contiguous Space (with the

Landlord's Initials: 6

Page 2 of First Amendment to Lease Agreement

Tenant's Initials: JEJ

additional rent subject to increases as provided hereunder); that Tenant's pro rata share of Taxes, Insurance and Operating Costs over the Base Year shall be increased as of the Effective Date by the additional square footage of the Contiguous Space compared to the square footage of the Building; that the lease term for the Additional space shall be co-terminus with the lease term under the Lease; and that the Contiguous Space shall be delivered to Landlord concurrently with the date the Contiguous Space is added to the Lease. No tenant improvement allowance or tenant improvements will be provided by Landlord in connection with the Contiguous Space. Notwithstanding any other provisions hereunder, the First Right shall not be exercisable if at any time of the Intent Notice: Tenant is in default under any other provision of this Lease or Landlord has executed a lease for the Contiguous Space.

16. "The Amendment is contingent upon the Tenant's Sponsor Educational Resource Consultants of Ohio, Inc. consenting to this lease within fifteen (15) days of its complete execution. The Consent shall be established by the execution of Exhibit C." If Tenant does not provide to Landlord the executed Exhibit C within said 15 days, then Tenant shall be deemed to have obtained such consent.

17. This Amendment is expressly incorporated into the terms of the Lease. Except as specifically set forth herein, all other terms and conditions of the Lease shall remain in full force and effect. If there is any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall prevail and control.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

SIGNATURE OF LANDLORD:

TIMBERCREEK CENTER PARTNERS LP

A Texas Limited Partners

By: **SSIC, INC.**

A Florida Corporation, General Partner

By: _____

Its Authorized Officer/ Representative

DAVIS CENTER LAND PARTNERS LP

A Florida Limited Partnership

By: **SSIC, Inc., a Florida Corporation,**

General Partner

By: _____

Its Authorized Officer/ Representative

SIGNATURE OF TENANT:

WEST COLUMBUS DROP BACK IN

An Ohio Non-Profit Corp

By: _____

Its Authorized Officer/ Representative

Landlord's Initials: 6

Page 3 of Second Amendment to Lease Agreement

Tenant's Initials: ATJ

STATE OF California)
)SS
COUNTY OF Ventura)

Before me, a Notary Public in and for said County and State, personally appeared Steven E. Schneider of Timber Creek Center Partners LP, its Authorized Officer who acknowledged that he/she did sign the foregoing instrument with full authority herein and that the same is his free act and deed and the free act and deed of said Limited Partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Westlake Village, California this 29th day of April, 2020.



Michael Goodman
Notary Public

Lessor's Initials _____

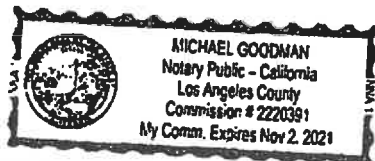
Page 4 of First Amendment to Lease Agreement

Tenant's Initials A.F.Y.

STATE OF California)
)SS
COUNTY OF Ventura)

Before me, a Notary Public in and for said County and State, personally appeared Steven E. Schnader, of Davis Center Land Partners LP, its Authorized Officer who acknowledged that he/she did sign the foregoing instrument with full authority herein and that the same is his free act and deed and the free act and deed of said Limited Partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Westlake Village, California this 29th day of April, 2020.



Michael Goodman
Notary Public

STATE OF OHIO)
)SS
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally Anthony Forte Chairman, of West Columbus Drop Back In, who acknowledged that he did sign the foregoing instrument with full authority herein and that the same is his free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this 26 day of April, 2020.



Sean A. McCarter
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.09 R.C.

Sean A. McCarter
Notary Public

Lessor's initials: _____

Page 5 of Second Amendment to Lease Agreement

Tenant's initials: A-77

EXHIBIT A
OPTION TO RENEW
FOR
RETAIL LEASE AGREEMENT

FIRST OPTION

Landlord grants to Tenant the option to extend the term for one (1) period of five (5) years (the "First Option Period") following the expiration of the Extended Term under all the provisions of the Lease except for the amount of the monthly rent and the operating expense pass thru (taxes, insurance and operating expenses). The annual Base Rent to be paid under the Lease for the five years of the First Option Period shall be \$10.45 per square foot for each year of the First Option Period. Tenant shall also be responsible for the pro rata share of the taxes, insurance and operating expenses actually incurred at the Center. This option is further subject to the following terms and conditions:

(A) Tenant must deliver its irrevocable written notice of Tenant's exercise of the option to Landlord not less than six (6) lease months, nor more than twelve (12) lease months, prior to the expiration of the Initial Term. Time is of the essence with respect to the time period during which Tenant must deliver to Landlord its written notice of exercise and, therefore, if Tenant fails to give Landlord its irrevocable written notice of its exercise of this option within the period provided above, this option and all other options shall expire and be of no further force, or effect. If Tenant is in default under the Lease as of the exercise of the Option, then this option and all other options shall expire and be of no further force, or effect.

SECOND OPTION

Landlord grants to Tenant the a second option to extend the first option term for one (1) period of five (5) years (the "Second Option Period") following the expiration of the First Option Term under all the provisions of the Lease except for the amount of the monthly rent and the operating expense pass thru (taxes, insurance and operating expenses). The annual Base Rent to be paid under the Lease for the five years of the Second Option Period shall be \$11.50 per square foot for each year of the Second Option Period. Tenant shall also be responsible for the pro rata share of the taxes, insurance and operating expenses actually incurred at the Center. This option is further subject to the following terms and conditions:

(A) Tenant must deliver its irrevocable written notice of Tenant's exercise of the option to Landlord not less than six (6) lease months, nor more than twelve (12) lease months, prior to the expiration of the First option Term. Time is of the essence with respect to the time period during which Tenant must deliver to Landlord its written notice of exercise and, therefore, if Tenant fails to give Landlord its irrevocable written notice of its exercise of this option within the period provided above, this option shall expire and be of no further force, or effect. If Tenant does not exercise the first option, then this Second Option shall be null and void. If Tenant is in default under the Lease as of the exercise of the Option, then this option and all other options shall expire and be of no further force, or effect

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Landlord's Initials: 6

Page 6 of First Amendment to Lease Agreement

Tenant's Initials: AJL

Educational Resource Consultants of Ohio, Inc. Capital High School

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EXHIBIT C

Educational Resource Consultants of Ohio hereby consents to the Second Amendment to Lease entered into between Timbercreek Center Partners LP and Davis Center Land Partners LP collectively as the Landlord and West Columbus Drop Back In which operates Capital High School as the Tenant, dated April __, 2020. Educational Resource Consultants of Ohio, assumes no liability with regard to the Second Amendment to Lease.

Educational Resource Consultants of Ohio, Inc.

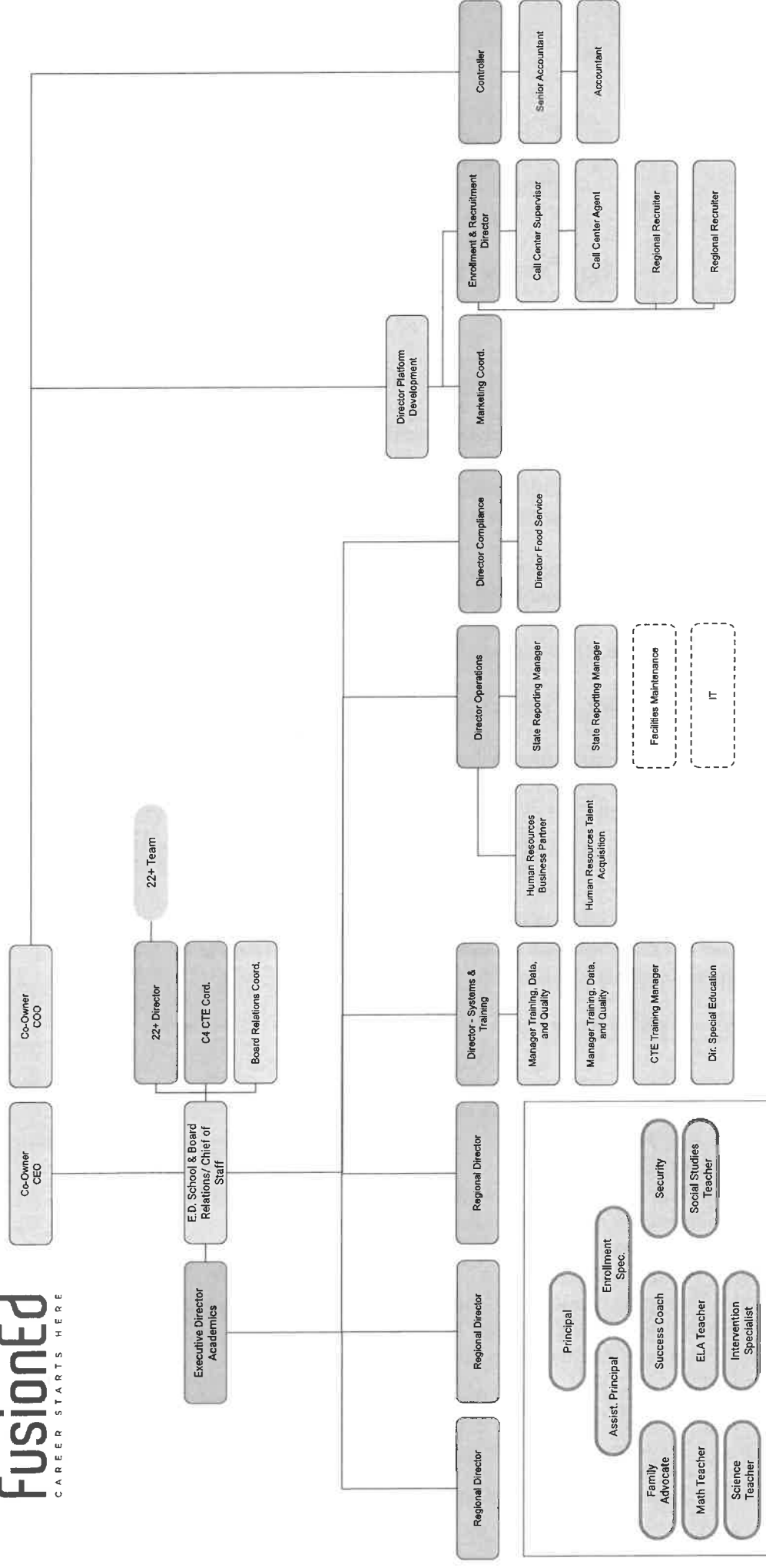
By: J. Leonard Harding, Executive Director

Date

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Attachment 6

- A. Organization Chart
- B. Chief Administrative Officer Contract
- C. Management by Third Party Contract



NOREEN BROWN
Cellular Telephone: 419-467-9953
5650 Swan Creek Drive
Toledo, Ohio 43614
Email address: noreen.brown@myyahoo.com

EDUCATION

Certified Professional Human Capital Leader in Education; November 2018

Superintendent Licensure University of Dayton/BASA May 2013

PhD (ABD), Higher Education Administration, University of Toledo
* Minor: Educational Administration and Supervision

MEd, Educational Administration and Supervision, University of Toledo, May 2001
* Thesis Project: Self-Directed Professional Learning Communities

BS, Elementary Education, Ohio University, Athens, OH, June 1996

NCCER CORE Certification to Train

Leadership Excellence Certification to Train

Lean Six Sigma Green Belt

LICENSES

- * 1-8 State of Ohio Teaching License (expired process of renewal)
- * K-12 State of Ohio Principal License (expired process of renewal)
- * Ohio Superintendents License

PROFESSIONAL EXPERIENCE

Superintendent/Director of Compliance/Grant Manager **January 2022-Present**
11 dropout recovery career prep high schools across Ohio

Responsibilities and Projects

- * Facilitate EDSTEPS and OIP
- * Completed CCIP, monthly PCR, annual FER
- * Served as Director of Curriculum and Federal Programs
- * Create career programs to support students earning 12 point IRC for graduation
- * Write/apply for competitive grants
- * Worked with outside agencies for student needs such as juvenile courts and related services
- * Work with Treasurer and Controller to create annual budget
- * Hire, On-Board and Evaluate Principals
- * Chair LPDC

- * Chair Resident Educator Program
- * Completed state reports and reviews such as MOE for Special Ed funding
- * Stayed current on Federal and State legislation affecting education
- * Identified need for, created and delivered PD

Principal/Curriculum Director

July 2019-January 2022

Skyway Career Prep High School; Toledo, OH

Responsibilities and Projects

- * Lead the Pilot of EDSTEPS that will be implemented by all in coming years
- * Market new name and changes to mission and vision
 - * Wrote commercial
 - * Created “elevator speech” for all staff to know
- * Increase enrollment through awareness of career based learning opportunities
- * Create programs to support students earning 12 point IRC for graduation
- * Write grants
- * Act as and handle all duties and high school principal
- * Write and follow budget
- * Hire, On-Board and Evaluate all staff
- * Chair LPDC
- * Chair Resident Educator Program
- * Superintendent Designee for eTPES
- * Analyze data and design improvement plan with staff
- * Develop, design and deliver PD
- * Facilitator of OIP

Superintendent

August 2013-March 2019

Crestline Exempted Village Schools; Crestline, OH

Responsibilities and Projects

- * Reviewed and updated all policies and guidelines
- * Served as Director of Transportation
- * Served as Director of Curriculum and Federal Programs
- * Served as Director of Human Capital/Resources
- * Postings, screening, interviewing, hiring, on boarding, employee discipline and firing
- * Completed and managed CCIP budget and plan
- * Oversaw preschool program and application to Step up to Quality earning a 5 start rating
- * Worked with outside agencies for student needs such as juvenile courts and related services
- * Completed state reports and reviews such as MOE for Special Ed funding
- * Negotiated contracts and payment for outside services
- * Determined need for and placement of home instruction
- * Collaborated with early childhood agencies for identification of children before age 3
- * Oversaw preschool and kindergarten screening
- * Negotiated to evade due process and provide FAPE
- * Facilitated the opening of a new PK-12 building
- * Extended preschool to 5 days a week and add preschool transportation

- * Introduced LETRS literacy initiative with state support and added a literacy coach
- * Started a one-to-one initiative currently covering grades 4-12
- * Submitted recommendations to the Board relative to all matters requiring Board action, along with the materials needed for an informed decision
- * Consulted legal counsel when necessary
- * Provided advice and leadership to the Board and acted as chief negotiator during the collective bargaining process
- * Directed the employment and assignment of all staff
- * Handled employee discipline up to and including termination
- * Completed annual evaluations on all administrative staff
- * Planned and delivered professional development for the administrative team
- * Joined and was involved with community organizations
- * Stayed current on Federal and State legislation affecting education
- * Continuously observed the instructional programs in the school by being present in the building and classrooms
- * Worked with high school team to create a new schedule allowing for more elective choices and an advisory period without increasing staff
- * Approved all expenditures in accordance with Board policy and within Board-approved appropriation limits
- * Handled media when needed
- * Heard complaints against the school and resolved controversies between employees or between employees and students or parents/guardians
- * Introduced and implemented High Schools that Work and Making Middle Grades Work to the high school
- * Promoted the school district in the community
- * Raised money to light the new stadium; including selling advertising on scoreboard
- * Kept constant open communication with Board and my administrative team
- * Passed a renewal levy

**Curriculum Director/Special Education Director
Fort Frye Local Schools; Beverly, OH**

August 2011-July 2013

Responsibilities and Projects

- * Wrote and coordinated the district Comprehensive Continuous Improvement Plan (CCIP)
- * Managed all Federal and State Funds
- * Managed certain district budgets
- * Collaborated with administrators in identifying areas for reduced spending
- * Made decisions on services and budgets for special education
- * Determined alternative placement when needed in order to meet a student's needs
- * Established transportation for special needs students as needed
- * Coordinated services to non-public school
- * Analyzed data, identified areas of weakness, and established a list of instructional needs
- * Planned all district High Quality Professional Development (HQPDP)
 - Introduced and provided PD on Formative Assessment/Formative Instructional Practices

- Provided PD on the new assessment system for measures on the Local Report Card
- * Served as District Value-Added Leader (DVAL)
- * Facilitated the roll-out of Infinite Campus to replace ESIS
- * Supervised and coordinated Resident Educator Program
- * Facilitated internally for Ohio Improvement Process (OIP), including District Leadership Team (DLT), Building Leadership Teams (BLTs), and Teacher Based Teams (TBTs)
- * Assisted Guidance in the implementation of Olweus Bullying Prevention Program
- * Served as chair of the Local Professional Development Committee (LPDC)
- * Wrote and facilitated the administration of Short Cycle Assessment
- * Collaborated with high school principal and teachers on High Schools that Work (HSTW) and Making Middle Grades Work (MMGW) Programs
- * Co-Facilitated with the Superintendent monthly administrator meetings
- * Completed Civil Rights data collection and reporting
- * Collaborated with EMIS Coordinator to complete all reporting
- * Delivered monthly reports to the Local Board of Education
- * Addressed parent and community concerns
- * Communicated with teacher union President to address teacher concerns
- * Maintained contact with faculty and staff to ensure open lines of communication and assistance
- * Collaborated with teachers union on the new Ohio Teacher Evaluation System (OTES)
- * Collaborated with local ESCs and SST to write a grant for funds to develop Student Learning Objectives (SLOs) to support the growth element of the OTES and OPES
- * Collaborated with high school on dual-enrollment, PSEO, blended classes, ACT quality core classes, and AP classes
- * Created possible calendars and served on the committee to finalize calendar options taken to a vote
- * Created curriculum for technology safety for all levels
- * Kept abreast of all initiatives and changes in education
- * Represented district for the Superintendent whenever needed
- * Served on the Policy Committee to evaluate current policy and write new policy

Assistant Principal
Sylvania City Schools; Sylvania, OH

August 2010-August 2011

Responsibilities and Projects

- * Completed teacher and support staff evaluations
- * Coordinated method student and student teacher placements
- * Coordinated safety committee; planned, implemented, and revised safety plan to resolve any issues
- * Participated as a member of the intervention assistance team (IAT)
- * Attended IEP and ETR meetings
- * Conducted walk-throughs daily
- * Provided curriculum support and development for staff
- * Coordinated and lead data analysis to make decisions
- * Tracked residency, enrollment, and attendance
- * Followed discipline policies, issued consequences for violations, and tracked incidences

- * Worked to prevent and resolved conflicts, issues, and concerns with students, parents, teachers, and staff
- * Facilitated the district in the Ohio Improvement Process (OIP)
- * Responded to issues and educated others on Harassment, Intimidation, and Bullying Policies

**Assistant Curriculum Director
Sylvania City Schools; Sylvania, OH**

August 2009-August 2010

Responsibilities and Projects

- * Planned and implemented all-day kindergarten
 - Provided PD for kindergarten teachers
 - Selected and ordered instructional materials and supplies
 - Planned for the addition of special areas (PE, art, music, and library)
 - Collaborated with principals and maintenance to prepare space for additional classes
 - Educated community about the change and its benefits, organized kindergarten information nights
- * Coordinated Title I
- * Coordinated GATE (gifted and talented education)
- * Coordinated reading and math intervention teachers
- * Collaborated with Director of Special Education to support school psychologists and intervention specialists
- * Facilitated the integration of technology into the curriculum to expand learning activities/experiences
- * Collaborated with teachers to evaluate the elementary literacy program and create a plan
- * Worked with central office staff to complete the Decision Framework (DF)
- * Wrote and entered district Comprehensive Continuous Improvement Plan (CCIP)
 - Collaborated with Career Tech and Special Education Directors
- * Reviewed data, identified weak areas, and established a list of instructional needs, with a committee of teachers, resulting in a district wide initiative (Formative Assessment)
- * Assisted in managing the district curriculum budget
- * Director of the District Media Center
- * Coordinated elementary library services
- * Collaborated with technology department on the implementation of electronic grade cards for elementary buildings
- * Planned and Delivered High Quality Professional Development (HQPDP)
- * Assisted in the creation of a Credit Flex Plan
- * Assisted in preparing for new common core and standards
- * Assisted in the planning of new teacher orientation and mentoring

**School Improvement Consultant
State Support Team Region One; Bowling Green, OH**

August 2007-August 2009

Responsibilities and Projects

- * Worked with districts in the 13 counties of NW Ohio to improve student achievement
- * Facilitated the Ohio Improvement Process with districts identified as at-risk
 - Identified areas of concern and improvement needs
 - Wrote a plan to address the areas of need and concern

- Developed a system for monitoring progress and evaluating effectiveness of the plan
- * Analyzed and interpreted district and regional data to aid in the improvement process
 - GGG, KRA-L, F&P, DIBELS, OAT, short cycle assessments
- * Trained educators on data use for decision making
- * Delivered professional development on the use of data tools (Success, Measure-up, etc.)
- * Assisted districts with the use of and training on several strategies and programs
- * Single point of contact for Regional Value-Added Specialist
- * Regional facilitator of K-6 Math Coaching Program through Ohio State (OSU) and ODE

**Special Assistant to the President for Initiatives
Northwest State Community College; Archbold, OH**

August 2004-August 2007

Responsibilities and Projects

- * Developed, coordinated, and planned annual Leadership Academy for faculty and staff
- * Established, managed, and directed the newly formed Initiatives Office
- * Designed, facilitated, conducted, and completed research studies and analysis
- * Served on President's Cabinet and when needed the following standing committees: budget, academic affairs, strategic planning, and continuous improvement
- * Annually defended, campus wide, Initiatives Office budget under zero based budgeting
- * Coordinated the selection of and recognition for the Northwest State Community College Distinguished Alumni Recipients
- * Served on the Marketing Advisory Council
- * Co-lead the formation, planning, and grant application for a P-16 County Wide Council
- * Created, distributed, and compiled more than 7,000 surveys to examine the possibility of a new recreation center on campus
- * Participation in the Higher Education Collaborative for Women's Leadership Development of Greater Cincinnati in order to create a similar program for multiple institutions in Northwest Ohio
- * Worked with Deans to review and update curriculum to meet the new Transfer and Articulation Guides
- * Formed Presidential Advisory Board – students wanting to take leadership to share opinions and problems then work with the President to find solutions
- * Formed a five county initiative (Northwest Ohio Five) based on the Commission on Higher Education and the Economy (CHEE) Report's call for communities to start working together to find solutions for the future and not to look to Columbus
- * Formed, lead, and assessed four learning clusters
- * Designed an integrated curriculum and worked with a team of instructors to implement the integration and change their teaching style to meet best practices
- * Collaborated to open additional sights needed to meet student and community needs
- * External grant evaluator for the Alternative Learning Center in Lucas County
- * Appointed to Educational Regional Service System Advisory Council for Region 1

**School Improvement Consultant/Data Analyst
Lucas County Educational Service Center; Toledo, OH**

January 2005-August 2007

Responsibilities and Projects

- * Collected quantitative and qualitative data
- * Analyzed data and formed reports with suggestions for improvement

- * Designed and conducted in-service programs for teachers and administrators
- * Wrote, managed, and evaluated grants
- * Disaggregated data and reviewed with districts to create continuous improvement plans
- * Reviewed courses to ensure curriculum alignment with state standards
- * Worked with value added system in preparation for anticipated mandate

Graduate Assistant, Department of Educational Leadership January 2004-August 2004
University of Toledo; Toledo, OH

Responsibilities and Projects

- * Served as recruiter and advisor for graduate students interested in Higher Education or Educational Administration and Supervision at the Master or Doctoral level
- * Collaborated in the formation of a doctoral cohort program for Educational Administration and Supervision for students currently working in education
- * Reviewed portfolios, applications, and transcripts to assess readiness for the cohort program and conducted a written and computerized evaluation for skill level assessment
- * Conducted research as part of ongoing inquiry in the department
- * Reviewed literature, formed presentations, and presented on Ohio's K-12 funding system and the on going legislation based on the first DeRolph case
- * Collaborated to complete a program comparison with area institutions to evaluate degree requirements for Higher Education PhD

TEACHING EXPERIENCE

7th/8th Grade Math and Science August 2003-June 2004
Aurora Academy; Toledo, OH

- * Designed and implemented differentiated instruction
- * Taught multi-age/multi-ability classes
- * Incorporated life skills into academic curriculum
- * Worked with at-risk students to prepare them for high school

GEAR UP Math and Science June 2003-August 2003
University of Toledo/Toledo Public School; Toledo, OH

- * Wrote integrated curriculum for middle school math and science
- * Worked with at-risk population to promote higher level thinking skills
- * Integrated self-esteem growth strategies into the curriculum

Ohio Reads Grant Coordinator (K-5) August 2002-June 2003
RC Waters Elementary School; Oak Harbor, OH

- * Conducted reading evaluations
- * Organized parent/community volunteer program
- * Worked on curriculum mapping/curriculum alignment

Independent Consultant (K-4) December 2001-June 2002
Detroit Public Schools; Detroit, MI

- * One-on-one literacy development

- * Small group phonics lessons
- * Curriculum and instructional planning with teachers for at-risk students
- * In-service on differentiated instruction
- * Used Lindamood-Bell teaching systems (reading and math) with autistic students

Special Needs Teacher (K-8)/Algebra Teacher **August 2001-December 2001**
St. Mark's Lutheran School; Brunswick, OH

- * Developed differentiated instruction for student success
- * Worked with teachers to meet educational needs of all students

Summer ARK Program **June 2001-August 2001**
Strongsville City Schools; Strongsville, OH

- * Worked with severely autistic students
- * Planned curriculum on basic skills to meet student needs

8th Grade Language Arts/8th Grade Title I Math/7th Grade Science **August 1998-June 2001**
Fremont Middle School; Fremont, OH

- * Co-taught
- * Created and taught interdisciplinary curriculum units
- * Work with a diverse population including many at-risk students
- * Completed federal records for Title I funding
- * Developed differentiated instruction for mainstreamed LD and at-risk students
- * Planned and implemented inter-disciplinary units on energy

Summer Migrant Teacher 6th-9th grade **June 1998-August 1998/**
Vanguard Vocational School; Fremont, OH **June 1999-August 1999**

- * Lesson planning for multi-age classroom
- * Worked with the unique needs and culture of migrant students

COACHING/STUDENT ACTIVITY EXPERIENCE

Varsity Swimming and Diving Coach/Jr. High Diving Coach **October 2002-March 2003**
Benton-Carroll-Salem Local Schools; Oak Harbor, OH

- * Scheduled practices
- * Created workouts
- * Supervised a.m. and p.m. practices
- * Created line-ups and supervised meets
- * Coached without and assistant

Athletic Director **August 2001-December 2001**
St. Mark's Lutheran School; Brunswick, OH

- * Hired coaches
- * Scheduled games and practices
- * Organized home games
- * Held parent meetings

**Varsity Diving Coach and Assistant Swimming Coach
Fremont City Schools; Fremont, OH**

October 1998-March 2001

- * Scheduled practices; Drove school van to Margareta High School daily for practice
- * Filled out diving sheets to meet requirements and judged diving

ADDITIONAL TRAINING

- * Common Core
- * Phonics First
- * Lindamood-Bell Visualizing and Verbalizing and Cloud Nine Math
- * Leading Work Teams
- * Being Team Leader
- * Pathwise/EYT Mentoring for Praxis III
- * Leadership Styles/Strategies
- * SPSS (Statistical Package for the Social Sciences)
- * Formative Assessment
- * PBIS (Positive Behavior Intervention Supports)
- * Co-Teaching
- * Math coaching (inquiry based learning)
- * Adaptive Schools
- * Cognitive Coaching
- * Singapore Math
- * Understanding by Design
- * Schooling by Design
- * Marzano high yield strategies
- * SIOP (Sheltered Instruction Observation Protocol)
- * Survival Spanish
- * OIP (Ohio Improvement Process), all stages
- * OPES (Ohio Principal Evaluation System)
- * CPI (Crisis Prevention Institute)
- * SibShops
- * Value-Added Learning Network (all courses)
- * Managing emotions under pressure
- * RTI (Response to Intervention)
- * HB 276 health and safety training
- * HB 410 attendance
- * Human Capital Certification (December 2018)

HONORS AND ASSOCIATIONS

- * University of Toledo Alumni Association Affiliate Past Treasurer
- * Pi Lambda Theta International Honor Society and Professional Association in Education
Beta Eta Chapter Past President
- * John H. Russell Scholarship Recipient, two years
- * Invite to the 2006 National Entrepreneurial President Conference
- * Recognized for working above and beyond what is expected at Northwest State
Community College

CERTIFICATION OF RESOLUTION
MANAGEMENT AGREEMENT WITH FUSIONED

Capital High School
(Ohio Non-Profit Corporations)

The Governing Authority (the "Board") of West Columbus Drop Back In, dba Capital High School (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 Capital High School Board of Directors approves the establishment of a Management Agreement with FusionEd. The adoption of the final Management Agreement with FusionEd is subject to review and approval by the Chairman, legal counsel, and sponsor (ERCO). The final agreement will be attached as Exhibit A, attached hereto and incorporated herein as restated.

APPROVAL AND ADOPTION OF RESOLUTION

Motion to approve and adopt the Management Agreement with FusionEd (without/with)

amendments, made by K. Gibson

seconded by A. Bates.

Board Member Name/Initials	AYE	NAY	OTHER (Abstain, Not Present, etc.)
Kimberly Gibson	✓		
Desmond Bryant	✓		
Jon Lauden	✓		
Raymond Hutson	✓		
Aryn Bates	✓		
Anthony Forte, Chairman	✓ <i>af</i>		

As adopted on this 23 day of April, 2020.

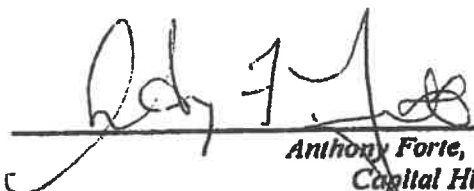

Anthony Forte, Chairman
Capital High School

EXHIBIT A

Management Agreement

This Management Agreement ("Agreement") is entered into effective as of this first day of July, 2020, by and between Fusion Ohio LLC, a Nevada Limited Liability Company (the "Company") and West Columbus Drop Back In, Inc., an Ohio not-for-profit corporation (the "School") governed by a Board of Directors ("Board") (Collectively "the Parties").

WHEREAS, the School is a not-for-profit corporation which operates a community school known as "Capital High School";

WHEREAS, the Educational Program has been developed by the Company, and the Company has researched, developed and provides the requisite educational, managerial, financial and other consulting services necessary for the implementation of the Educational Program;

WHEREAS, the School desires the Company to provide such requisite management, educational, financial and other consulting services necessary to operate a School all in accordance with the community School contract it has with its Sponsor (the "Contract"); and

WHEREAS, the Company desires to provide the aforementioned services and other expertise referenced above with respect to the Educational Program.

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

1. Statement of Mission and Purpose.

Mission and Purpose. The Parties acknowledge and agree that the following statement (herein referred to as the "Statement of Mission and Purpose") reflects the overall principles and philosophy upon which the School will be operated and that all services to be provided and all obligations of the Parties hereunder are to be in accordance with these overriding principles:

i. The School's mission is to provide an individualized and self-paced program set in a flexible scheduling environment that is responsive to its students' needs, and by providing an education experience that leads to a high School diploma and post-secondary success. The School will strive to motivate, teach, and guide each student through his/her educational growth and development. The School will offer researched based educational programs which have proven very successful in educating at-risk students. The School will focus on educating the whole child by involving support services, parents, and the local community.

ii. The School's standards-based education program is designed to facilitate the acquisition of skills and knowledge that align with standards, that is, what students need to learn. The School education program will consist of a variety of practices that have been vetted through rigorous research.

iii. The School must demonstrate curriculum alignment with the State of Ohio standards applicable to the School and must identify any specific instances of non-compliance with the standards. Further, the School must define and implement a program that will lead to compliance in a reasonable time frame.

iv. All requirements of local, state and federal laws relating to charter/community Schools must be met, and all audits relating to the demonstration of these requirements must be successfully completed, given allowance for appropriate time for documentation, reporting, analysis, and rectification of any non-compliance and complaints.

2. Term. The initial term of this Agreement shall commence on the date of full execution of this Agreement, and shall continue for a term of five (5) academic years currently ending on June 30 of each year, unless terminated sooner pursuant to the terms herein. Thereafter, this Agreement will automatically renew for successive five (5) year terms, or a shorter period not to exceed the length of subsequent sponsor contracts, unless one party notifies the other party at least nine (9) months prior to the expiration of the then-current term of its intention not to renew this Agreement. The Company shall take all actions necessary to enable it to commence its responsibilities in the operation of the school as of July 1, 2020, including hiring of staff, facilitating transfer of information from management company currently

operating School, preparing financial analysis, preparing marketing plans, and advising board as necessary for successful operations after July 1, 2020. The Board agrees that it will agree to pay the Company for necessary Reimbursable items or services for the School occurring between April 1, 2020 and July 1, 2020 as invoiced by the Company.

3. **Company Responsibilities.** In order to assist the School in carrying out the terms of the Contract, the Company agrees to provide comprehensive School management services all aspects of School operations ("Company Responsibilities" including:

- a. Executing on the School's business plan to promote the Schools long term financial stability;
- b. The development of a comprehensive marketing plan that support the School in recruiting, enrolling, and retaining students.
- c. Coordinating community relations and establishing community partnerships that provide resources to the students of the School.
- d. Overseeing day-to-day management of the School, in accordance with the School's mission and in compliance with obligations placed upon the School by its Sponsor and all applicable laws and regulations.
- e. Provide updated reports on financial, academic, and operation performance and then reporting to these results to the Board, Sponsor, ODE, and any entity as required or requested by the Board.
- f. Maintain all organizational and School compliance and addressing any deficiencies.
- g. Provide comprehensive human resource management services for all School staff.
- h. Provide all systems and tools related to recruiting, hiring, and staff evaluation.
- i. Develop a high quality Educational Program aligned with the School's mission.
- j. Provide academic leadership to teachers, School leaders, and support staff including curriculum planning, teacher development, and team building.
- k. Develop and support the execution of a professional development schedule that aligns with the Educational Program and academic goals.
- l. Directly provide targeted professional development on the researched based practices detailed in the Educational Program.
- m. Lead and train administrative staff and ensure accurate student enrollment data is reported into student information systems.
- n. Train and support School staff on data analysis, state testing, progress monitoring, and RTI process, the IPDP, TBT and BLT process.
- o. Lead curriculum development, including curriculum and individual learning plan framework.
- p. Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Company and as approved or requested by the Board.
- q. Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- r. Determine staffing levels, and select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Contract, the Statement of Mission and Purpose and state and federal law.
- s. Perform advisory services regarding special education and special needs students, programs, processes and reimbursements through the Company's Special Education Department that focuses specifically on students with special education needs.
- t. Provide to the Board regular reporting on the status of School report card progress and compliance with applicable standards.
- u. Collaborate with the Board in naming the School.
- v. Using reasonable efforts to establish a program to provide education and high school diplomas to individuals twenty-two (22) years of age and older provided adequate funding and resources are available.
- w. Using reasonable efforts to assist with establishing other locations for the School or relocating the School as determined to be necessary by written agreement between the Company and the Board.
- x. Provide career courses and curriculum to students that at a minimum meet all obligations upon the Board relating to courses and curriculum, including a career-technical education program that qualifies for and is funded by weighted career-technical education funding.
- y. Working with the Board to implement cultural directives which shall encompass: cultural affirming and empowering educational experience, including, but not limited to curriculum, building, leadership, and social atmosphere.
- z. Assist in identifying and apply for grants (federal, national, state, local and philanthropic).
- aa. Recruit and enroll students subject to general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Charter Agreement and Board adopted policies and in compliance with all applicable federal, state and local law.
- bb. The Company shall procure necessary equipment, facilities and property for the operation of the School.

- cc. The Company shall procure all necessary services for the maintenance, cleaning and operation of the School.
- dd. The Company shall arrange for the provision of food services for the students at the School.
- ee. The Company shall arrange for the provision of utilities to the School, including, without limitation, electricity, oil, gas, telephone, cable (TV/internet), water and waste charges.
- ff. The Company shall present a branding, marketing, enrollment & retention strategic plan, prior to April 30 each year, unless action has been taken pursuant to terminate pursuant to Section 16 this Agreement. The plan shall specify personnel, operation & results goals. The implementation and success of the plan shall be reported to the Board regularly.

4. School Responsibilities. The Board shall govern the School and be responsible for its operation in accordance with the Contract. The Board shall work with the Company to develop policies, rules, regulations, procedures, curriculum, and approve Company-provided budgets which the Company shall implement and follow in providing the Educational Program. The School shall timely pay the costs and fees for which the School is responsible under the "Fees" Section of this Agreement.

5. Loans by the Company. Loans by the Company for payment of expenses that are not Operating Expenses, shall be pursuant to a separate agreement between the parties and not controlled by this Agreement.

6. Annual Budget. On or before the last day of May each year, the Board, with assistance from its Treasurer, will approve the annual budget for the School for the period beginning July 1 of that year, and ending June 30 of the next year and any revisions based on reasonable changes in circumstances (collectively, the "Annual Budget"). The Company shall present all versions of the Annual Budget, including revised versions, to the Board in consultation with the School's Treasurer, and the Board shall approve the Annual Budget provided it meets the minimum requirements of funding set forth in this Agreement. The Annual Budget shall include not less than \$5,000 for School extracurricular activities and graduation. Further, during the process of drafting the Annual Budget, the Company shall seek to provide for \$10,000 for School field trips provided that other Operating Expenses are covered by anticipated revenues. The Board shall not refuse to approve the Annual Budget, unless there is an unquestionable failure of the proposed Annual Budget to fund the obligations of this Agreement or unless the proposed Annual Budget proposes an improper use of funds. If the Board believes that the proposed Annual Budget unquestionably fails to fund the obligations of this Agreement, the Board present its objections and the reasons for their position and shall work with its Treasurer, and the Company to resolve the dispute in 10 business days to the satisfaction of the Company and the School. Board expenditures on behalf of the School shall either be taken from the Board Stipend or be approved by the Company and shall not deviate from the Annual Budget without prior written consent of the Company. The treasurer fee is to be included in the Annual Budget as Operating Expenses. The Company and the Board hereby agree and acknowledge that the approved Operating Expenses set forth in the Annual Budget, which may be adjusted as presented by the Company and approved by the Board during the fiscal year due to financial changes, shall provide for the payment of the necessary operational expenses (the "Operating Expenses") of the School which include:

- 1. All costs associated with the lease space in which the School is located;
- 2. All cost for utilities provided to the School;
- 3. All costs for School staff, hired by the Company.
- 4. All curriculum costs.
- 5. All costs for insurance.
- 6. Normal maintenance cost for the School facility, including normal refurbishing of facilities (including but not limited to: paint, floor coverings, ceiling tiles and maintenance if required by the School's lease).
- 7. Necessary costs for supplies, furniture, and machines for the School.
- 8. Necessary costs for student transportation, including providing transportation as necessary to enable students to attend School extracurricular or co-curricular programs.
- 9. The Board Stipend, which shall include anticipated costs for the Board's legal counsel, Board compensation, and meals during Board meetings.
- 10. Errors and omissions policy of insurance for the Board.
- 11. For years in which the School is up for Sponsor contract renewal or in the final year of automatic closure, a reasonable reserve fund shall be established to cover the reasonably necessary financial obligations that will arise relating to the closure of the School.
- 12. The Management Fee.
- 13. Any other necessary expenses for the provision of the School's program and Company Responsibilities as determined by the Company.
- 14. The cost of the designated fiscal officer as required by R.C. 3314.011 also referred herein as "Treasurer."

Capital expenditures for facility improvements, shall not be Operating Expenses.

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

Any expenditure to a person or entity that exceeds ten thousand dollars in an academic year shall require prior notice to the Board. The Company shall, in cooperation with the Board's designated fiscal officer, prepare for Board review and approval in conjunction with the adoption of the Annual Budget, a list of persons, employees (including categories of employees) or companies to whom payments in excess of Ten Thousand Dollars (\$10,000.00) are anticipated to be made throughout the next Fiscal Year.

The Company may submit amendments to the In Excess of \$10,000 List to add additional parties at any time throughout the Fiscal Year ("Request to Amend").

7. Educational Program. The Educational Program developed and provided by the Company to the School has been approved by the School and may be materially adapted and modified by the Company from time to time only upon obtaining prior written approval of the Board. The School and the Company agree to work together to effectuate any necessary change in the Educational Program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, provided that any such changes shall be consistent with the Statement of Mission and Purpose. Although built on a platform provided by outside vendors, Company's curricular materials are and shall remain proprietary information owned solely by the Company and provided to School for a reasonable cost paid by the School with its other Reimbursable costs and separate from the Management Fee. The Company agrees to provide the proprietary Educational Program, including career-technical education programs, at fair market value and within amounts set forth in the Annual Budget.

8. Subcontracts. The Company reserves the right to subcontract any and all aspects of services it agrees to provide to the School, but may only do so upon providing written notice to the Board listing all vendors for services that will exceed \$10,000 per fiscal year and describing any common ownership between Company or its parent or affiliates and any such vendors. The Company shall be solely responsible for all costs, expenses and fees associated with such subcontractors.

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

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

11. Fees.

a. Management Fee. The School shall also pay a management fee to the Company of Sixteen Percent (16%) of the School's Qualified Gross Revenues (the "Management Fee"). "Qualified Gross Revenues" shall mean shall mean the revenue per student received by the School from the State pursuant to the Ohio Revised Code and uncodedified state law. Qualified Gross Revenue also does not include any state or federal funding that is meant to be a dollar for dollar reimbursement for expenditures made by the School/Company.

Performance Incentives: A performance incentive of .5% of qualified School's Qualified Gross Revenues for each indicator met on the Ohio DORP State Report Card shall be paid. For the purpose of this Agreement indicators will include student progress, gap closing (AMO), test passage rate, and overall graduation rate, not to exceed 2% of Qualified Gross Revenues. Indicators met will be defined as "met standards," "exceeds standards," and/or exceeding performance of similar Schools set forth in the School's sponsorship contract. If indicators or progress measures change the School will work with the Company to define updated reasonable performance incentives not to exceed 2% Qualified Gross Revenues.

b. Payment of Costs and Fees.

- (i) In consideration of the Management Fee, and except as otherwise explicitly provided in this Agreement, the costs incurred by the Company in fulfilling its responsibilities hereunder shall be borne by the Company, whether or not the fees to be paid to the Company by the School in this Section (a) and (b) are sufficient to satisfy the same. The School shall make all such Management Fee payments to the Company within seven (7) calendar days after the foundation payment has been made to the School from the State of Ohio and delivery by the Company to the School of an invoice therefore, and in accordance with Section 11 (b)(vii).
- (ii) Except as otherwise explicitly provided in this Agreement, the School shall be liable for all costs associated with the operation of the School that are not related to activities described in (i) above. Additionally, the School shall reimburse the Company for any reasonable expense(s) that were incurred by the Company on the School's behalf, and included in the Approved Budget including all costs relating to the Educational Program as set forth in the Approved Budget, any reasonable and documented costs for performing the Company Responsibilities in Section 3 not including divisions (a, c, t, u, & y) of Section 3, or any specific program agreements entered into by, managed by, and/or consented to in writing by the Company (collectively, "Reimbursables"). Reimbursables may include the actual costs of all employee expenses, compensation, benefits, retirement plans whether state or federal or private, all equipment, materials, educational programming and professional development costs, and life or disability insurance for Company and Board employees working on site at the School, or for the pro rata share of Company employees shared with other Ohio community schools, the current expenses of operating the School and the Program, Company's comprehensive general liability, officers, directors, errors and omissions insurance, employment liability insurance premiums and deductibles so long as the Board is an additional insured thereunder and the cost is for that portion of premiums or deductible attributable to the School, the School facility or facilities costs including rent, compliance, safety, maintenance, repair or replacement, the cost of assessment and testing materials; technology, textbooks and other materials and supplies, and workers and unemployment liability compensation premiums; provided however, the Board shall not reimburse Company for the main office general overhead of the Company or the employees of Company who do not work on-site at the school or who are not shared and allocated pro rata between School and other schools for regional or shared oversight, or for Company's own equipment, materials, proprietary methods or programs or procedures. The Company shall not add any type of markup or additional fee to any third-party contract or fee invoiced to the School. All costs identified in this paragraph are "direct costs", which except for payroll, shall be invoiced twice a month. The invoice shall be supported with backup detail for the items invoiced of sufficient detail to enable classification of the expenses for accounting purposes. Payroll shall be invoiced twice a month as incurred by the Company, and with supporting detail sufficient to enable accounting classification of the expenses by employee.
- (iii) All amounts payable by the School hereunder shall, at the Company's option, shall be made via electronic funds transfer. The School shall cooperate with the Company to set up and establish necessary accounts and procedures.
- (iv) Board Account. The Treasurer shall retain sums which shall be accounted for as the Board Account which shall be managed by the Treasurer to be used for the Board's compensation for attending meetings, special programs, field trips or opportunities for students, legal fees, and other Board approved expenses. The Company shall include in the proposed budget an initial amount of Thirty-Five Thousand Dollars (\$35,000) at the outset of the fiscal year to be paid to the Board Account or retained by the Treasurer. The Board account shall be funded at a minimum, the sum of Two Thousand Nine Hundred Sixteen Dollars and Sixty -Seven Cents (\$2,916.67) per month in the aggregate. After the payment of the initial Thirty-Five Thousand Dollars (\$35,000.00), to the Board Account and after the payment of the initial Thirty-Five Thousand Dollars (\$35,000.00) in Management Fees. All sums remaining at the end of the Fiscal Year after: (1) paying all obligations due or owing; and (2) maintaining a minimum balance of Five Thousand Dollars (\$5,000.00); shall be paid to the Board Account.
- (v) The Company shall pay all expenses (which includes but is not limited to payroll, Educational Program Fees, and other Reimbursables) as set forth in the Approved Budget not paid by the

Treasurer as they come due and shall invoice the Board for such cost by providing such invoice to the Treasurer. The Treasurer shall pay the Company upon its invoices for Reimbursables within ten (10) business days of the school being invoiced for the Reimbursable, taking into account the provisions set forth in Section 11 (b)(vi) if necessary. It is understood and agreed that the Treasurer will at a minimum directly pay before all other obligations: (1) all Company-invoiced Reimbursables for payroll costs consistent with the Budget; (2) the Treasurer fees as provided for in the Approved Budget on a monthly basis as they come due; (3) the sums of \$2,916.67 to be deposited monthly into the Board Account as provided in Section 11 (b)(v); (4) the Sponsor fees; and (5) invoices due and owing on any contracts that are in the Board's name and are included in the Approved Budget up to the Approved Budget amount.

- (vi) In the event that, at any time during the Term, the School's expenditures, including payments to the Company as well as those budgeted and due or owing to third party vendors within the time period of the fifteenth of the month through the fourteenth of the next month (the "**Total Expenditures**") shall cause the School to have a cash position below \$5,000 (the "**School Balance Minimum**") the Company shall first defer any and all Management Fees due and payable (the "**Deferred Management Fees**"). If the Deferred Management Fees do not result in the School maintaining an amount above the School Balance Minimum, then the Company shall defer any and all reimbursement obligations due and payable to the Company (the "**Deferred Reimbursements**"). If the Deferred Management Fees and the Deferred Reimbursements do not result in the School maintaining an amount above the School Balance Minimum, then the Company shall advance to the School such funds as may be necessary to pay third party vendors and Board Compensation to the extent required to pay the Total Expenditures and maintain an amount above the School Balance Minimum (a "**Company Advance**"). The Treasurer shall determine the School Balance Minimum, and the need for Deferred Management Fee, Deferred Reimbursements, and or a Company Advance. At the time of making such a determination the Treasurer shall provide notice of the determination by email to the Company so stating and making a determination of how much, if any, of the Management Fee or Reimbursements invoiced can be paid or the need for a Company Advance. If the Company disagrees with the Treasurer's determination, it shall so state in writing to the Treasurer within ten (10) business days of the Treasurer sending the email determining the need for a Deferred Management Fee, a Deferred Reimbursement and/or a Company Advance. Consistent with paying first the obligations due and owing set forth in the approved Budget and maintaining the School Balance Minimum, when funds are available in excess of current Operating Expenses, the School shall first repay any Company Advances and then any Deferred Reimbursements and then any Deferred Management Fees in the fiscal year they occurred. Notwithstanding the foregoing, every July 1 of the Term of this Agreement, the Company agrees to waive 50% of all Deferred Management Fees. In paying oldest Company Advances, Deferred Reimbursements, and Deferred Management Fees, the Company agrees not to charge any interest on Deferred Management Fees or Deferred Reimbursements or Company Advances repaid in the same fiscal year that they were incurred. Simple interest shall be charged on the unpaid balance of Company Advances, Deferred Reimbursements and Deferred Management Fees beginning at the end of the fiscal year (the "**Unpaid Balance**"), which shall be calculated as the lesser of: (1) US Federal Funds Rate (as of 6/30 at end of fiscal year debt originally incurred) plus 200 basis points or (2) 300 basis points per annum (the "**Interest**"), provided, however the Unpaid Balance shall not include any Deferred Management Fees or Deferred Reimbursements or Company Advances forgiven by the Company as hereinafter provided. Company Advances, Deferred Reimbursements and any Deferred Management Fees shall be included in the Board's financial statements. At the request of the Company, the Board shall execute a promissory note evidencing the Company Advances, Deferred Reimbursements, and Deferred Management Fees, in a mutually acceptable form. The Company shall not be required to defer Management Fees or provide Company Advances to the extent that Board Expenses (other than Sponsor Fees, STRS and SERS payments, payroll, insurance payments, sums owed to the landlord of any facility) exceed the Approved Budget in the aggregate by more than five percent (5%) and notwithstanding anything to the contrary included above, the Parties shall have the right to mutually agree to waive the School Balance Minimum requirement and allow the cash balance to fall below \$5,000. The Unpaid Balance shall not include any future debt obligations arising in future academic years relating to financing for purchases or working capital or for other reasons. The oldest prior fiscal year Unpaid Balance

shall be paid first. It shall be paid after all current fiscal year Deferred Management fees, Deferred Reimbursements and Company Advances are paid in full, and to the extent the School can maintain the School Balance Minimum. All payments will be applied first to interest and fees, then to principal.

12. Additional Programs. The Company shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to with the Board. The Board and the Company may decide that the Company may provide additional programs which are not inconsistent with the Contract or state or federal law. Payment for such programs or services shall be negotiated by the Parties separate and apart from this Agreement. The Company agrees to match funding of student program improvements by the School in an amount up to \$5,000.00.

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

14. School Personnel

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

B. School Director. Notwithstanding the foregoing, the School Director shall be selected by Company in consultation with the Board. The Company shall give the Board at least 10 days' written notice of its intent to terminate or transfer the School Director; provided, that the School Director may be terminated without such notice upon the occurrence of any of the following:

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

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

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

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

The School shall not solicit the Company's employees for employment with the School or any other Schools with overlapping Board members during the period that they are employed at the Company or for up to twenty-four (24) months after the employee leaves the employment of the Company. Notwithstanding the foregoing or any employment agreement term to the contrary, if this Agreement is not renewed as provided in Section 2 of this Agreement, Company employees who devote full-time work activities at the School may be employed by the School or a management company operating the School for the Board, at any time after this Agreement expires or if it is terminated by the Company or by mutual agreement of the parties. If this Agreement is not renewed pursuant to Section 2, then the Company and School shall cooperate and issue a written statement to all employees at the School who may work for the School or a management company hired by the School after the termination of this Agreement, advising them of their right to do so. The Company shall ensure that all criminal background checks are performed with respect to any person who has or is expected to have direct contact with students.

15. Insurance.

1. Liability Insurance.

a. The Company shall secure and maintain insurance covering its liability arising out of its performance of its duties under this Agreement, and provide coverage to the School, at levels of coverage that are not less than:

i. Commercial general liability insurance including coverage for damage or loss to personal property used in the operation of the School, and liability coverage for damage to the physical premises in which the School is located, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate; and

ii. Automobile liability insurance of one million dollars (\$1,000,000); and

iii. Workers' Compensation insurance pursuant to the requirements of the State of Ohio and with Statutory primary coverage and at least one million dollars (\$1,000,000) of Employer's Liability coverage; and

iv. Crime/Employee Dishonesty insurance with limits of at least five hundred thousand dollars (\$500,000); and

v. Professional Errors & Omissions insurance with limits of at least one million dollars (\$1,000,000); and

vi. Umbrella liability coverage of five million dollars (\$5,000,000) in excess of the primary commercial general liability, automobile liability and employer's liability insurance policies.

Such insurance policies shall be issued by an insurance company or companies selected by the Company and licensed to do business in the State. All such insurance coverage shall be primary insurance, and, whenever possible, shall be occurrence-based and not claims-made insurance. The School shall be an additional Insured on the Company's commercial general liability, premises liability for the School premises, property coverage for the School premises, automobile liability and crime insurance policies. The costs for obtaining and maintaining such insurance shall be treated as an Operating Cost.

a. The Board shall secure and maintain, as an operating expense, insurance covering professional liability and management liability for the Board, Professional Liability and

Management Liability Insurance for Schools with limits of at least one million dollars (\$1,000,000).

- b. . Such insurance policies shall be issued by an insurance company or companies selected by the Board and licensed to do business in the State. The costs for obtaining and maintaining such insurance shall be treated as an Operating Expense.
- c. The Company shall require all other persons performing services at the School to name the School and the Company as additional insureds under such persons' commercial insurance policies.
- d. The insurance policies maintained by each Party pursuant to this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except upon 30 days' prior written notice to the policy holder. Upon request, the Parties shall furnish one another certified copies of the insurance policies or else Certificates of Insurance which demonstrate compliance with this Agreement.

2. Workers' Compensation Insurance. The Company and the Board shall secure and maintain workers' compensation insurance covering their employees.

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

16. Termination

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

The Board may terminate this Agreement if the Company has a judgment or finding of recovery taken against it of over \$500,000, and the amount owed remains due and payable (not subject to stay: for appeal, by bond or resolution in settlement) for more than thirty (30) days.

If the School receives a report card or other evaluation from the Ohio Department of Education that reflects an overall score of "does not meet standards" for two consecutive years, the Board may terminate this agreement effective at the end of the School year in which the second "does not meet standards" was announced.

The Board may terminate this Agreement in the event the Company's or its parent's ownership changes by seventy-five percent or more from its ownership as of the date of this Agreement during the Term. The Company will notify the Board of any changes of seventy-five percent or more in ownership of the Company or its parent, within ten business days of the change. If ownership changes by seventy-five percent or more from the ownership as of the date of this Agreement during the Term, the School agrees to allow new owners to present a plan for operation consistent with the terms of this Agreement within thirty (30) days of any such change before taking any actions to terminate this Agreement. The Board may take any such action to terminate consistent with this paragraph by providing written notice of termination within thirty (30) days of the new owners' presentation of its plan for operation, and the effective date of such termination shall be either within sixty days from issuing the notice or the end of the then-current fiscal year, whichever is later.

b. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) the School fails to pay any fees or debts due to the Company within thirty (30) days of receiving written notice that such fees are due; (ii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of the Company, and (A) the School does not cure said material breach within 30 days of its receipt of written notice from the Company, or (B) if the breach cannot be reasonably cured within 30 days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iii) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after School opens for education of students for any School year shall not be effective until the next succeeding academic year; or (iv) any Company facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the School is damaged so that, in the Company's reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or practically, in the reasonable determination of the Company, provided that notice of termination is delivered by the Company to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

c. Obligation to Continue Performance. In the event that the School or the Company elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay the Company the fees due the Company pursuant to "Fees" Section herein, then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to the Company pursuant to "Fee" Section herein, the Company may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment

17. Duties Upon Termination.

a. Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to the Company and/or any of the Company's affiliates any Deferred Reimbursements or Company Advances for monies owing to such person or entity unless subject to a repayment schedule memorialized in an executed promissory note, and (ii) promptly return to the Company any materials containing the Educational Program, the Company's methods of instruction or operation and, subject to paragraph (b) below, all Company real and personal property, the Parties in furtherance of this Agreement shall be property of the Company, any personal property paid for with School funds, belongs to the School. The Company shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, the Parties may agree to a reasonable payment schedule for all Deferred Management Fees then due and owing for services rendered as of the date of termination.

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

c. All financial, educational and student records of the School are School property and such records are subject to the Freedom of Information Act. In addition, all School financial records shall be made available to the School's independent auditor.

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

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

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

If to the Company, to:
Fusion Ohio LLC
1462 Brittain Road
Akron, Ohio 44310

With a copy to:
Adam Schira
Dickinson Wright PLLC
150 East Gay Street, Ste. 2400
Columbus, Ohio 43214

If to the School, to:
West Columbus Drop Back In, dba
Capital High School
640 Harrisburg Pike
Columbus, Ohio 43223

Attention: Board President

With a copy to: Board Legal Counsel

Sean A. McCarter
88 North Fifth St.
Columbus, Ohio 43215

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Arbitration.

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

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

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

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

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

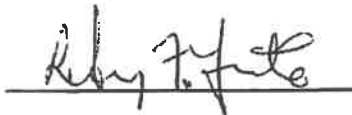
30. Contingency. This Agreement is contingent upon being approved by the School's sponsor pursuant to the School's Sponsor Agreement.

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

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

SCHOOL:

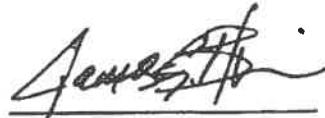
South Columbus Drop Back In, Inc.
dba Capital High School



Its: Board President

COMPANY:

Fusion Ohio LLC



Its: CEO

Attachment 7

Protocol for Renewal Considerations

ATTACHMENT 7

PROTOCOL FOR RENEWAL CONSIDERATIONS

Pursuant to Ohio Revised Code 3314.07, the Board of ERCO may choose to renew or to not renew a contract at its expiration with a sponsored school. This policy establishes the reasons for which the Board may renew or not renew a sponsored schools contract and explains the procedures to be followed if non-renewal occurs. In the event of any conflict, ambiguity or discrepancy between the provisions of this policy and the Sponsorship Agreement, the provisions of the Sponsorship Agreement shall prevail.

General Considerations

The Board may take into account many factors when it contemplates a renewal of a community school contract. Among other factors, the Board considers academic performance and financial viability; governance functionality, student progress, compliance with state and federal laws, the performance of the home district and surrounding community schools where the students may attend, and other management and operational indicators.

Criteria for Renewal

Pursuant to Ohio law, the Board may not renew a Sponsorship Agreement during the contract term when there is clear evidence of one (1) or more of the following:

1. Failure to meet student performance requirements stated in the contract;
2. Failure to meet generally accepted standards of fiscal management;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other good cause.

Based on quality practices, the Board includes within the criteria for non-renewal the following:

1. Clear evidence of unacceptable academic performance;
2. Financial mismanagement;
3. Violations of law; and/or
4. Violation of terms of the Sponsorship Agreement.

Evidence supporting renewal or non-renewal includes, but is not limited to, academic performance measures from the Sponsorship Agreement, the community school's report card issued by the State of Ohio, financial audits, site visit reports, compliance reports, opinion of legal counsel, status reports on corrective action plans or other required interventions, documentation required by the Sponsorship Agreement, or other evidence demonstrating performance no non-performance of the School over the term of the Agreement or the three most recent years' of operation.

