



EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC.

**COMMUNITY SCHOOL SPONSORSHIP
RENEWAL CONTRACT**

Phyllis E. Brown
Brown Law Firm LLC
250 E. 5th Street, Suite 1500
Cincinnati, OH 45202
513-878-2700

EDUCATIONAL RESOURCE CONSULTANTS OF OHIO
3401 Hamilton-Mason Road, Suite A, Hamilton, Ohio 45011
Office: 513-771-4006

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 MILLENNIUM COMMUNITY 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 approved as a sponsor by the Ohio Department of Education and has entered into a written agreement with the Department authorizing sponsorship under Chapter 3314 of the Ohio Revised Code;

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, _____, 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, 2023 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 3500 Refugee Rd, Col, OH [address] which shall be the **School's** primary location ("Primary Location"). The Primary Location may not change without modification to this Contract. 43252
- 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 EXECUTIVE DIRECTOR (Superintendent, Director, Administrator). At the inception of this Contract, the position will be held by TIJUANA RUSSELL, Sr. 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], 3313.608 [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], 3313.6024 [reporting prevention-focused programs], 3313.6025 [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], 3319.39 [criminal records check], 3319.391 [applicants and new hires criminal records check], 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], 3323.251 [dyslexia screening], 3327.10 [qualifications of drivers], 4111.17 [wage discrimination], 4113.52 [whistleblower protection], 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 K-8th and/or serve ages 4-13. The **School** contracted to serve grades K-8th, 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 700 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</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</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 1:100 ; the total number of autistic students to be enrolled shall be 7 ; the total number of non-handicapped students to be enrolled shall be 700 .

- 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.

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 **Suspension and Expulsion Policies.** Prior to its opening, the **School** must adopt policies regarding suspension, expulsion, removal and permanent exclusion of a student that 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.

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 certified or licensed in accordance with R.C. 3319.22 - 3319.31 and shall only teach in their licensed subject areas and grade levels, excluding long-term substitute teacher assignments, unless Ohio law provides otherwise. 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 28 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	
<u>TMK</u>	_____	1. The School's Fiscal Officer <u>Nicki MANGEN</u> _____; or
_____	_____	2. Its Operator _____, through the Operator's Treasurer _____;
_____	_____	3. A qualified service provider named _____ (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.

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 voidance, 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 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 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.** Renewal is subject to a High-Stakes Review and the **Sponsor's** determination that the **School** has satisfactorily complied with this Contract and all applicable laws, that the **School** is financially solvent, organizationally viable, and that the **School's** progress in meeting its Performance Targets is satisfactory.

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 5 year(s) commencing on July 1, 2023 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

With a copy to:

Legal Counsel

- 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: J. Leonard Harding
Title: Executive Director

By: [Signature]
Title: Board President

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:
Member Names, Addresses, Email Addresses, Telephone Numbers, 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 (if any)**
- I. Performance Framework -School Operations and Legal -Goals and Measurements**
- J. Calendar of School Board Meetings**



Millennium Community School

School Governing Authority/ Board of Director
Member Names, Addresses, Email Addresses, Telephone Numbers,
Resumes

Attachment 1
Item A

Board of Directors Contact Information:

<p>Kevin R. Harris Jr. Board President 1350 Tiverton Square South Columbus, Ohio 43229 (614) 361-6690 (C)</p> <p>harris.550@osu.edu</p>	<p>Tim Davis Board Member 6909 Idlelea Dr Reynoldsburg, Ohio 43220 (614) 678-1838 (C)</p> <p>tdavis3@cscs.edu</p>	<p>Manika Williams Board Secretary 2849 Castlewood Road Columbus, Ohio 43209 (614) 679-9250 (C)</p> <p>mwilliamson1101@yahoo.com</p>
<p>Brittany Price Board Member (Since May 2022) 1939 Joyce Ave Columbus, Ohio 43219 (614) 701-1017 (C)</p> <p>bkp0820@gmail.com</p>	<p>Navitta Nelson Board Member 2988 East Moreland Drive Columbus, Ohio 43209 614-622-3905</p> <p>kemeticlady@hotmail.com</p>	

**Board meetings are held on the third Tuesday
of each month in the school library at 6:30 PM**



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Kevin Harris, President

Kevin has over 10 years in the retail industry in banking, management and customer service. He currently serves as the President of the Board of Directors of the Millennium Community School. President Harris has been a member of the School Board of Directors since 2006.

Manika Williams, Secretary

Manika is a graduate of Tuskegee University with a degree in Early Childhood Education, started her professional career as an officer in the Air Force. Her work is focused on improving the quality of early care and education programs in the community. Board Member Williams has been a member of the School Board of Directors since 2010.

Tim Davis, Board Member

Timothy is an Adjunct Professor at Columbus State and an Outreach Coordinator at Columbus State Human Performance Center. Mr. Davis also helps with the Columbus State Men's Basketball team as strength and conditioning coach.

Navitta Nelson, Board Member

Ms. Navitta Nelson has a 25-year accounting background with experience in organizational strategic planning, financial management, fundraising, and resource development. She has collaborated extensively with other community-based projects in conjunction with organizations like the Heinzerling Foundation and Keep Columbus Beautiful. Board Member Nelson is studying to obtain a dual degree in Criminology and Criminal Justice and has been a member of the School Board of Directors since September 2021.

Brittany Price, Board Member

Ms. Brittany K. Price is currently the Program Liaison at Alvis, Inc. a non-profit agency in Central Ohio that focuses on turning lives around with a 180-degree impact. The agency has five service lines: Re-Entry, Community Corrections, Developmental Disabilities, Behavioral Health, and Family & Children Services. Brittany has exuded confidence and passion in working with underrepresented student populations as a resource advocate, champion for student voice, and academic proponent of student personal accountability. Board Member Price has been a member of the School Board of Directors since June 2022.



Millennium Community School

Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, and Employer Identification Number

Attachment 1
Item B

Certification of Incorporation



The State of Ohio ❖ *Certificate* ❖

Secretary of State - J. Kenneth Blackwell

1077570

It is hereby certified that the Secretary of State of Ohio has custody of the business records for OHR, ACHIEVEMENT CHARTER SCHOOLS, INC. and that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
199913800750

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 17th day of
May, A.D. 1999



J. Kenneth Blackwell
J. Kenneth Blackwell
Secretary of State



Millennium Community School

Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, and Employer Identification Number

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Certification of Incorporation

DBA: Millennium Community School



The State of Ohio Certificate

Secretary of State - J. Kenneth Blackwell

1084231

It is hereby certified that the Secretary of State of Ohio has custody of the business records for THE MILLENNIUM COMMUNITY SCHOOL, and that said business records show the filing and recording of:

Document(s)
TRADE NAME/ORIGINAL FILING

Date of First Use 11/1/09
Expiration Date 5/17/04

Document No(s):
199913800478

Applicant
OHIO ACHIEVEMENT CHARTER SCHOOLS
4921 DIERKER RD
COLUMBUS, OH 43220-0000

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 17th day of
May, A.D. 1999

J. Kenneth Blackwell
J. Kenneth Blackwell
Secretary of State



Millennium Community School

Certification of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, and Employer Identification Number

Attachment 1
Item B

ARTICLES OF INCORPORATION



Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form ARN (December 1990)

Approved	_____
Date	_____
Fee	_____

RECEIVED
DEC 22 1998
BOB TAFT
SECRETARY OF STATE

ARTICLES OF INCORPORATION

(Under Chapter 1702 of the Ohio Revised Code)
Non-Profit Corporation

The undersigned desiring to form a professional corporation, not for profit, under Sections 1702.01 et. seq. of the Ohio Revised Code, do hereby state the following:

FIRST. The name of said corporation shall be Ohio Achievement Charter Schools, Inc.

SECOND. The place in Ohio where its principal office is to be located is 4921 Diarker Road, Columbus, Franklin County, Ohio

THIRD. The purpose(s) for which this corporation is formed is:

Any purposes which are lawful under Ohio law and under I.R.C. 501 (c)(3). This Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1986, and for the purpose of operating a charter school.

FOURTH The following persons, not less than three, shall serve said corporation as trustees until the first annual meeting or other meeting called to elect trustees.

(Please print or type the names of the trustees. Trustees need not sign)

James H. Cowardin 2812 Pickwick Drive, Columbus, Ohio 43221-2924

William Lauderman 1545 Francisco Road, Columbus, Ohio 43220-2672

J. Kevin Schuler 5332 Drumcilly Lane, Dublin, Ohio 43017-2490

NOTE P.O. Box addresses are not acceptable for cities with populations over 2,000.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 21st day of December, 1998.



APPOINTMENT OF STATUTORY AGENT



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

Processing Date: 5/11/2022
 Customer Order Number: 1306203350
 Document Number: 202213101206

ADAM J. SCHIRA
 LORI GEORGE
 180 E. BROAD STREET, SUITE 3400
 COLUMBUS OH 43215



You have asked the Ohio Secretary of State's Office to change your name and /or address on all affected filings to :

ADAM J. SCHIRA
 180 E. BROAD ST., SUITE 3400
 COLUMBUS OH 43215

The Ohio Secretary of State's Office has changed your name and address on its records for the businesses listed below:

Charter/Lic. 1040045	Business Name EDGE LEARNING, INC.		
Type:	CORPORATION FOR NON-PROFIT	Status:	A
Charter/Lic. 1077570	Business Name OHIO ACHIEVEMENT CHARTER SCHOOLS, INC.		
Type:	CORPORATION FOR NON-PROFIT	Status:	A



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FEDERAL EMPLOYER ID NUMBER

31-1636819



AMENDED AND RESTATED THE CODE OF REGULATIONS
OF THE
OHIO ACHIEVEMENT CHARTER SCHOOLS, INC.
d/b/a THE MILLENNIUM COMMUNITY SCHOOL

ARTICLE I
PURPOSE

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

ARTICLE II
MEMBERSHIP

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

ARTICLE III
DIRECTORS

Section 1. Number. The number of Directors of the Corporation shall be at least three (3) and no more than nine (9) or such greater number as may be subsequently determined by the Directors; provided however, in no case shall the number of Directors be less than five (5) once the Corporation has entered into a community school contract with a sponsor, unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. Term. Each Director will serve a three-year term, which expires on June 30th of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death. In order to create initial staggered terms, each director serving on October 1, 2016 shall be assigned a term of one to three years. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death.

Section 3. Qualifications and Role of Directors. Once the Corporation becomes a public school, the Directors, in their capacity as Directors, shall be the Governing Authority of a public Ohio community school. The Directors shall have a strong interest in the welfare of the



Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

Section 4. Nominations and Election of Directors. Candidates for Director shall be nominated by the Board of Directors or a committee thereof. At the annual meeting of Directors that is held on or before the date that such term expires, the Board of Directors shall elect a successor to any Director whose term is set to expire. The remaining Directors shall fill any vacancy in the Board of Directors created by the resignation, removal or death of a Director at a regular or special meeting of the Board of Directors. The remaining Directors shall have the authority to fill any such vacancy despite the fact that the remaining Directors do not constitute a quorum. Candidates for Director may be nominated by any Director.

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

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

Section 7. Notice and Waiver. Any notice required to be given by this Code shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice made by personal delivery, telegram, telecopy or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when deposited in the mail or with the courier service. Unless waived in writing, a notice of each annual meeting communicating the day, hour, and place shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting.



Unless waived in writing, notice of each special meeting communicating the day, hour and place, and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive corporate notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings, once the Corporation becomes a public school. Notice to the public shall be given in accordance with Ohio law and pursuant to Board policy.

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

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

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

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

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



resignation. Vacancies in the Board of Directors shall be filled in accordance with Sections 4 of this Article III.

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

Section 14. Honorary Directors. Any individual, whether an emeritus Director or not, who has provided extraordinary service to the Corporation over a period of time, may be honored with the title "Honorary Director," at the discretion of the Board. Honorary Directors are not voting members of the Board and are permitted but not required to attend meetings. The Board of Directors may remove an Honorary Director at any time, with or without cause, by a majority vote of the entire Board.

ARTICLE IV OFFICERS

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

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

Section 3. Resignation or Removal of Officers. An officer of the Corporation may resign at any time by tendering his or her resignation in writing to the Board of Directors and such resignation shall become effective immediately upon its delivery to the Board. An officer of the Corporation may be suspended or removed at any time, with or without cause, by the Board of Directors. The election or appointment of an officer for a term of office shall not be deemed to create employment or other contractual rights.

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

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

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

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

ARTICLE V INDEMNIFICATION

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



Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as amended from time to time thereafter.

ARTICLE VI

CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

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

ARTICLE VII

BOOK AND RECORDS

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

ARTICLE VIII

AMENDMENTS

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



BOARD OF DIRECTORS

The Board of Directors for the Millennium Community School will be comprised of eight (8) individuals. Three of the eight Board members will be Board members of the Millennium Community School Board, the parent non-profit organization of the Millennium Community School. These three Board members will have lifetime membership on the Millennium Community School's Board of Directors. Of the remaining five members, four members will come from the community and one will be a parent of a student at the School. The Director of the Millennium Community School will attend all Board meetings and serve on the Board of Directors as an ex-officio member without a vote for the duration of his/her employment as Director. For the four Board positions filled from the community, experience and knowledge in Finance, Law, and the Community/Government will be sought. These four Board members will serve three-year terms as will the parent member. The size of the Board may expand as the School expands.

The four community positions on the Board will be filled through a nomination and election process contained within the Board itself. The Nominations Committee of the Board will develop and present to the Board a slate of candidates to fill vacant Board positions. The Board will select future Board members through a private voting process.

ROLES & RESPONSIBILITY

The Board of Directors will be responsible for:

- Developing and overseeing the general policies of the School
- Approving and monitoring the School's annual budget
- Receipt of funds for the operation of the School in accordance with the Community School laws
- Solicitation and receipt of grants and donations consistent with the mission of the School
- Hiring the School's Principal/Executive Director
- Approving the School's personnel policies and monitoring the implementation of these policies by the Director and/or duly constituted committees
- Any other responsibilities provided for in the Ohio Corporations Code, the Articles of Incorporation, or Bylaws necessary to ensure the proper operation of the School

To the extent allowable by law, the Board of Directors may delegate the implementation of its duties to the Director, employees of the School or other responsible parties.

Executive Sessions of the Board may be held in private to discuss such matters as:

- Appointment, employment, dismissal, discipline, promotion, demotion, compensation, election, etc. of School employees, Board members and/or students. Any Human Resources related matter which may comprise the privacy of an individual.



- Investigation of charges or complaints against a School employee, Board member and/or student.
- Consideration of the purchase or sale of property at competitive bidding.
- Discussion with the Board's legal counsel of disputes involving the Board.
- Matters required being confidential by law.
- Matters which may compromise the safety of students, School employees and/or Board members if made public.

GOVERNANCE & STRUCTURE

The officers and their roles of the Millennium Community School's Board of Directors will be:

President

The President of the Board will preside over the Board meetings. The President will prepare the agenda for each meeting. He or she will be the spokesperson for the Board, but may appoint another Board member to represent the Board, as needed. The President is elected by the Board and will serve a three-year term. The President may be re-elected to additional terms upon a majority vote of the Board. A vote must be taken at the end of each term.

Vice President

The Vice President of the Board will preside over the Board meetings when the President is not in attendance. The Vice President will assume the duties of the President's position should the President vacate the office, be incapacitated, or otherwise unable to perform the duties of the Presidency. The Vice President is elected by the Board and will serve a three-year term. The Vice President may be re-elected to additional terms upon a majority vote of the Board. A vote must be taken at the end of each term.

Secretary

The Secretary of the Board will oversee the creation and distribution of all correspondence and/or communications related to Board matters. The Secretary may be called upon to oversee the communications relating to the School. The Secretary will be elected by the Board and will serve a three-year term. The Secretary may be re-elected to additional terms upon a majority vote of the Board. A vote must be taken at the end of each term.

Treasurer

The Treasurer will oversee the Financial sub-committee of the Board. He or she will provide guidance on Financial matters relating to the School. The Treasurer must have a Financial background. The Treasurer will be elected by the Board and will serve a three-year term. The Treasurer may be re-elected to additional terms upon a majority vote of the Board. A vote must be taken at the end of each term.



COMMITTEE STRUCTURE

The Board of Directors for the Millennium Community School may have the following committees:

Human Resources/Nominating

This team will monitor all matters relating to School employees and Board members. This team will oversee the selection of teachers for the Millennium Community School.

Finance

This team will monitor the School's budget and all other financial matters of the Millennium Community School. In addition, this team will recommend the auditors and present the financial reports as needed.

Curriculum

This team will monitor matters related to the curriculum of the Millennium Community. This team will also monitor the assessment of the Millennium Community School students and ensure that test scores are properly reported.

BOARD MEMBER REMOVAL FROM THE BOARD OR OFFICE

Board members may be removed from the Board and/or as an Officer for any one of the following situations:

- Accepting a reward or gift for favoring, recommending or advocating the introduction, adoption, or use in the School of a textbook, map, chart or other School supply.
- Three consecutive absences from meetings of the Board (excluding special meetings held within a two-week period) and/or absence from 25% or more of the Board meetings held within a fiscal year, unless otherwise determined by the Board.
- Serious misconduct which discredits the School.
- Conviction of a felony.

SCHOOL PERFORMANCE STANDARDS

School Measurement/Assessment

Each student is assessed and evaluated on a regular basis, sometimes in groups and individually. A student who gives incorrect responses is corrected immediately. Curriculum-based tests are administered and graded for each student in addition to and in support of daily assessments because the curriculum has been proven to teach successfully if properly delivered. The reliability of the program is above reproach. School management will constantly review the dedication and skill of the teaching staff and provide coaching and other corrective measures as necessary.



School Performance Standard or Expectation

As stated, the goal for the Ohio Proficiency Test is 75% passing all tests. During the time when students are phasing into the Achievement Charter School program, scores on the fourth-grade and sixth-grade tests will increase by 2.5% each.

On standardized tests, the goal is to have 80% of all students test at grade level or above.

ASSESSMENT & ACCOUNTABILITY PLAN

Assessment Schedule

The Ohio Proficiency Test will be given at the time designated by the state, sometime near the end of each academic year.

Standardized tests will be given at the beginning and end of the year to measure progress over that year. Test results will be made known to the parents and to the public through Annual Reports.

The School will also survey parents annually, thus providing its customers with the regular opportunity to comment on the program.

Other School Performance Indicators

In addition to test results, the Millennium Community School will also be held accountable for achieving the attendance standards established by the Ohio Department of Education, which are 93%. Dropout rates are not deemed relevant for an elementary school.

The program is continually under internal audit by the administrative and instructional staff. Audits by outside agencies will be conducted annually. An annual School report will be developed and submitted to teachers and parents.

Fiscal Performance Standards

Auditor reports will be annual. Cash flow statements will be made quarterly or more often if necessary.

Annual Report

The annual report shall include:



- Results of the Ohio Proficiency Test
- Results of the standardized tests
- A summary of the reading levels of students at each grade level
- A summary of the math levels of students at each grade level
- Program audit results and findings
- Fiscal status
- Fiscal audit results and findings

PUBLIC INFORMATION

The School believes that all reasonable means should be employed to keep the public information on matters of importance regarding the School's policies, finances, programs, personnel, and operations. It is the purpose of this policy to provide the ways and means to accomplish this goal.

The Board will determine which of its official actions have sufficient impact and interest to warrant special release, it alone will release to the media those matters of importance. Upon request of media representatives, matters of lesser importance may be released by the Superintendent as they have been recorded in the minutes of the Board meetings.

All other publications, releases, photographs, and the like depicting the accomplishments of the students and staff of the School may be approved at the discretion of the Superintendent.

The Board or designee shall direct an information program designed to acquaint the citizens of the community and the general public with the achievements and the needs of the School. The information program shall include as a minimum a School community newsletter containing such information as School needs, financial data, educational programs, student achievement, and community features which will be distributed to all residents.

Other publications, including an annual report, news releases, and photographs of School activities for publication, radio, and television programs of School information and Student performances may be provided by the Superintendent.

The Superintendent will observe matters of taste, relevance, and the observations of individual privacy in the production of these publications.

News Media Relations

Representatives of the local press, radio, and TV are an important link in the communications chain between School and the community. The maintenance of good working relationships with these persons is essential to meeting the objectives of the School-community relations programs that require the support and cooperation of the media representatives.

The Board authorizes the development of a sound working relationship between the news media and the School, based on mutual respect and cooperation, and reserves the right to change the terms and conditions at any time.



114 Ethics and Conflicts of Interest Policy

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

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

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

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

1. **Revised Code Section 102.03(D) & (E).** A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
 - a. "Anything of value" includes money and every other thing of value.
 - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board or employees, or where it could impair a Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
 - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.



- d. **Abstain.** A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.
2. Revised Code Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
 - a. A prohibited interest must be direct and definite and may be either pecuniary or fiduciary in nature.
 - b. **Abstain.** A Board member may avoid a conflict under R.C. 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part D of this policy when considering a situation involving R.C. 2921.42(A)(1).
3. Revised Code Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder while the Board member holds a position on the Board or within one year thereafter.
 - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
 - b. **Abstention** will not cure an R.C. 2921.42(A)(3) conflict.
4. Revised Code Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
 - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
 - b. For the exception to apply pursuant to R.C. 2921.42(C), the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school, and, treatment of the community school must either be preferential to or the same as that accorded to other customers in a similar transaction. Under the exception, the entire transaction conducted at "arms-length" with the Board's full knowledge of the Board member's interest.



- c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.
 5. Revised Code Section 2921.43(A). No public servant may knowingly solicit or accept improper compensation (a) other than as allowed by R.C. 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties;
 6. Revised Code Section 2921.43(B). No public servant shall solicit or accept anything of value for their own personal or business use or for the business or personal use of another public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee's compensation, duties, placement, location, promotion or other material aspect of employment. A person is not prohibited from making voluntary contributions.
 7. Revised Code 2921.43(C). No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee's compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
 8. Revised Code Section 2921.44. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.
- C. **Excess Benefit Transaction.** Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.
1. "Disqualified person" includes:
 - a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;



- b. A member of the family of a person described in a, above;
- c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
- d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.

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

1. For purposes of these procedures the following words have the following definitions.
 - a. An “interested person” is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
 - b. A person has a “financial interest” if the person, directly or indirectly, through business, investment, or family has:
 - i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
 - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
 - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
 - c. “Compensation” includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
2. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after



disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

4. Procedures for Addressing the Conflict of Interest.

- a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested Board members whether the transaction or arrangement is in the School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

E. Other Procedures and Record Keeping Requirements.

1. Violations of the Conflicts of Interest Policy.

- a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

2. Documentation. The minutes of the Board and all committees with board- delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was



- present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
3. Annual Statements. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
- a. Received a copy of the conflict of interest policy;
 - b. Read and understands the policy;
 - c. Agreed to comply with the policy;
 - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;
 - e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
 - f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
 - g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.



5. Use of Outside Experts. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board’s obligation to conduct periodic reviews.
6. Immediate Relatives. An “immediate relative” means the Board member’s spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
 - a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School’s sponsor or operator, unless at least one year has elapsed since the person’s Board membership ceased.
 - b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor’s governing board, unless at least one year has elapsed since the person’s Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person’s Board membership ceased.
7. Annual Disclosure Requirement. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.

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

Signature and Title

Date

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



GOVERNING AUTHORITY DISCLOSURE STATEMENT

I, _____, a member of the Governing Authority of Millennium Community School hereby do attest to the following:

1. ____ I am not aware of any immediate relatives or business associates employed by ERCO, our 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 our School at present or within the past three years.
3. ____ I am not aware of any immediate relatives or business associates employed by the vendor that is or has been engaged in business with our School at present or within the past three years.

OR

4. ____ 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>
-------------	---------------------	----------------------------	-------------

5. ____ I will immediately disclose to the Board President of the Governing Authority during this calendar year if I find out that any immediate relatives or business associates accept employment or engage in business with our School or have done so within the past three years.

 Signature

 Date



Millennium Community School

2023 - 2024 School Calendar

August '23						
Su	M	Tu	W	Th	F	S
		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		
8 Days						

September '23						
Su	M	Tu	W	Th	F	S
					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
20 Days						

October '23						
Su	M	Tu	W	Th	F	S
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				
20 Days						

November '23						
Su	M	Tu	W	Th	F	S
			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		
17 Days						

December '23						
Su	M	Tu	W	Th	F	S
					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						
14 Days						

January '24						
Su	M	Tu	W	Th	F	S
	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			
18 Days						

February '24						
Su	M	Tu	W	Th	F	S
				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		
20 Days						

March '24						
Su	M	Tu	W	Th	F	S
					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						
18 Days						

April '24						
Su	M	Tu	W	Th	F	S
	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				
17 Days						

May '24						
Su	M	Tu	W	Th	F	S
			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	
18 Days						

171 School Days

- MCS State Testing Windows
 - Oct. 16th - Nov. 3rd
 - April 23rd - May 3rd
- End of Grading Period
- Parent-Teacher Conference
- First & Last School Day

No School Days

- Sept 4th - Labor Day
- Oct 19th - In-Service
- Oct 20th - Records Day
- Nov 20th - Nov 24th Thanksgiving Break
- Dec 21st - Jan 2nd Winter Break
- Jan 15th MLK Day
- Jan 16th -17th Records/In-Service Days
- Feb 19th - Presidents Day
- Mar 14th Records Day
- Mar 15th Records Day
- Mar 29th - Apr 5th Spring Break

Academic Quarters and Parent-Teacher Conferences (PTC)

- August 22th First day of School
- Aug 22nd - Oct 18th 1st Quarter (40 Days)
- Oct 18th - Jan 12th 2nd Quarter (46 Days)
- Oct 23rd - 24th Parent-Teacher Conference
- Jan 12th - Mar 15th 3rd Quarter (39 Days)
- Jan 19th - Jan 20th Parent-Teacher Conference
- Mar 13th - May 24th 4th Quarter (45 Days)
- May 24th Last Day of School



Millennium Community School
IRS Determination Letter

Attachment 1
Item H

INTERNAL REVENUE SERVICE
 DISTRICT DIRECTOR
 P. O. BOX 3508
 CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **DEC 07 1999**

OHIO ACHIEVEMENT CHARTER SCHOOLS
 INC
 4921 DIERKER RD
 COLUMBUS, OH 43220

Employer Identification Number:
 33-1836819
 DUNS:
 17053221061019
 Contact Person:
 GARY MUTHERT ID# 31510
 Contact Telephone Number:
 (877) 829-5500
 Accounting Period Ending:
 June 30
 Form 990 Required:
 Yes
 Addendum Applies:
 Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.



Millennium Community School
IRS Determination Letter

Attachment 1
Item H

OHIO ACHIEVEMENT CHARTER SCHOOLS

990-T, Exempt Organisation Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

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

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

District Director

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 FOR 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 EPECTATIONS
8. THE SCHOOL GOVERNING BOARD HOLDS ITS ACADEMIC, OPERATIONS, FINANCIAL AND ADMINISTRATIVE LEADERSHIP ACCOUNTABLE FOR PERFORMANCE

ERCO EVALUATES THE SCHOOL WITH THE FOLLWING 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 response to student health concerns; 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, 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 legal 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, regulation 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 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.



Millennium Community School

Performance Framework – School Operations and Legal Goals and Measurements

Attachment 1
Item 1

PERFORMANCE FRAMEWORK

SCHOOL OPERATIONS, LEGAL/GOVERNANCE PERFORMANCE GOALS

SCHOOL NAME: *Millennium Community School*
DATE COMPLETED: *5/20/2023*

GOAL INDICATORS	RATING SCALE	MEASUREMENT AND METRICS	23-24	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, classrooms, restrooms, etc.	3	3	3	3	3
	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, classrooms, 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, classrooms, 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, classrooms, restrooms, etc.					
2. The school complies with facilities requirements.	4 = Exceeds Expectations	Not Applicable	3	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; Valid certificates of occupancy or other required building use authorizations; Documentation of requisite insurance coverage; Safety plans; 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
	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
	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: STARS and SOES data; Attendance and enrollment reporting; Compliance and oversight; Additional information requested by the authorizer, such as CAPs, SIPs, CAPs, 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					



Millennium Community School

Performance Framework – School Operations and Legal Goals and Measurements

Attachment 1
Item I

5. The school complies with all other obligations as specified.	4 = Exceeds Expectations	Not Applicable	3	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 reviews, 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
	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
	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 the 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 notices; Preparation of meeting notices 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
	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, trustees, EARC/SOE personnel; require annual financial reports for management companies and ESPs; 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							

Page 2 of 2

Updated Jan 2023



Board meetings are held on the third Tuesday of each month in the school media center at 6:30 PM

Board of Directors Meeting Calendar:

1st QTR	July 18, 2023	August 15, 2023	September 19, 2023
2nd QTR	October 17, 2023	November 21, 2023	December 19, 2023
3rd QTR	January 14, 2024	February 20, 2024	March 19, 2024
4th QTR	April 16, 2024	May 21, 2024	June 18, 2024

ATTACHMENT 2

- A. Educational Plan / Program and alignment with Ohio Academic Standards**
- B. School's Mission, goals, ages and grades of students and focus of curriculum.**
- C. Blended Learning Model Description (if appropriate).**



EXECUTIVE SUMMARY

At Millennium Community School, we are dedicated to providing an academically rigorous program that meets the needs of our diverse student population. To achieve this, we will implement research-based curricula that have been proven effective in promoting student success.

Our goal is to create a learning community that is unparalleled in its uniqueness, high performance, and student-centered approach. We understand that each student is unique, with their own strengths, challenges, and aspirations. Therefore, we strive to tailor our educational offerings to meet the individual needs of today's families and children.

We believe in preparing our students for a successful future beyond their time at our school. That's why we place a strong emphasis on equipping them with the necessary skills for career and college readiness. By providing a well-rounded education, we aim to empower our students to meet the demands of a rapidly changing world and become responsible global citizens.

At Millennium Community School, we foster an environment that encourages critical thinking, collaboration, creativity, and problem-solving. We believe in cultivating a love for learning, as well as providing opportunities for personal growth and development. Our dedicated faculty and staff are committed to nurturing the potential of each student, ensuring that they are well-prepared to thrive in their educational journey and make a positive impact in the world.

EDUCATIONAL PHILOSOPHY

The Millennium School believes in:

1. A safe, caring, and disciplined learning environment.
2. Exemplary behavior is expected of and exhibited by all students.
3. High academic expectations for all students and an emphasis on content mastery.
4. Utilization of research-based curricula and instructional techniques measured by frequent, rigorous, and meaningful testing.
5. Treating parents as part of the learning team.
6. Building the capacity of teachers and equipping them with the knowledge, skills, and resources to teach all students at high levels of academic rigor.



7. Full utilization of the latest advances in technology-assisted learning.
8. Creating partnerships with all stakeholders to support student learning.

CHARACTERISTICS OF STUDENTS

Millennium Community School embraces a policy of inclusivity, welcoming all students who wish to enroll. We firmly believe that it is the prerogative of parents to determine whether our program aligns with the needs and aspirations of their child.

Our student body will be diverse, representing students from various school districts. We are committed to ensuring a balanced and inclusive enrollment process, where no preference is given to any particular sub-group, ethnicity, or handicapping condition. Through our marketing efforts, we will strive to reach and attract eligible students who would benefit from the unique opportunities offered by our school.

Adhering to the principles of equality and fairness, Millennium Community School does not engage in discriminatory practices during the admissions process. We do not discriminate on the basis of race, color, national origin, sex, or disability. Furthermore, we firmly reject any form of limiting admissions based on intellectual ability, measures of achievement or aptitude, or athletic prowess.

Our primary focus is on providing a nurturing and enriching educational environment for all students, fostering their growth and success regardless of their backgrounds or individual characteristics. At Millennium Community School, we celebrate diversity and believe that it enriches our community, promotes understanding, and prepares our students to thrive in a diverse world.

ADMISSIONS

At Millennium Community School, we have specific enrollment guidelines for students in grades K-8. We welcome students from anywhere in Ohio, provided that parents complete the necessary forms and submit important documentation related to the identity of both the students and parents. It is essential that these documents are provided in a timely manner.



The enrollment period for the upcoming school year commences in January of the current school year. As there is a limited number of available spaces for each grade, in the event that the number of pre-enrolling students exceeds the available seats, a lottery or random selection process will be employed. Students who are not initially placed at Millennium through the lottery process may be added to a waiting list.

For new students entering Millennium Community School above kindergarten, a grade-level placement test will be administered. This test evaluates the student's academic performance and aids in determining the appropriate grade placement, which may not necessarily align with the grade recorded in previous school records. The standardized reading assessment is particularly instrumental in this process. If a student is reading below grade level, it may result in them being placed in the previous grade to allow them additional time to enhance their reading skills and prevent further academic setbacks.

Our intention is to ensure that each student receives an education that is tailored to their needs, maximizing their potential for academic growth and success. By implementing these enrollment procedures, we aim to maintain a balanced and supportive learning environment for all students at Millennium Community School.

ACADEMIC GOALS

At Millennium Community School, our academic goals are centered around ensuring the success and flourishing of every child within a challenging and standards-based learning environment. We are committed to equipping students with the necessary skills to excel in reading comprehension, critical thinking, utilizing background knowledge, fostering a love for literature, and expressing themselves with clarity and depth.

To ensure comprehensive academic development, students will be expected to demonstrate mastery of content across all subjects. This mastery will align with the Ohio Academic Standards for English Language Arts and Math, providing a solid foundation in these key areas. In addition, students will exhibit mastery in other subjects based on national and state standards, ensuring a well-rounded education that encompasses various disciplines.

Millennium Community School places great importance on continuous improvement and raising student achievement levels each year. We closely monitor progress through value-added measures and achievement assessment data as specified by the Ohio Department of Education's Academic Standards. By analyzing and acting upon this data, we can identify areas



of growth, tailor instruction to individual needs, and provide targeted support to students, ultimately maximizing their learning outcomes.

Our commitment to academic excellence is unwavering, and we strive to foster a culture of continuous learning, growth, and success. Through rigorous standards, effective instructional practices, and data-driven decision-making, we aim to empower our students to achieve their full potential and thrive as lifelong learners.

Goal 1:

Implement a research-based literacy program that will lead to structural changes in teacher instruction, maximizing learning for all students. We will utilize a balanced literacy framework to raise achievement for all students and close the achievement gap.

We will accomplish this by implementing an intensive training program centered around the Literacy Collaborative (LC) initiative from The Ohio State University. LC is a research-based comprehensive school reform project designed to significantly raise the level of achievement for all students. The program offers tiered instruction that meets the requirements of Response to Intervention (RTI), and is aligned with the Common Core Standards in English Language Arts. Additionally, LC is highly correlated with increased reading achievement among ELL and IEP students. The LC instructional framework is designed for classroom instruction, and literacy intervention for small groups (K-3) and serves as an intervention for struggling readers and writers.

LC is consistent with our goal of providing a solid literacy basis for the achievement of our students. A longitudinal study at Stanford University found that the program boosted primary-grade students' reading skills by an average of 32 percent over three years (Biancarosa, Bryk, and Dexter, 2010). We believe that this will lay a foundation for all future achievements of our students including in the areas of developing their critical thinking skills and giving them access to the kinds of information that they will have to read and comprehend in high school and beyond. LC is widely used around the country but our proximity to The Ohio State University gives us unique access to the experts who would engage our staff in a four-year program of intensive training. This will also positively impact our budget, as we will not have to pay the travel expenses to implement LC.

The Ohio Academic Standards require the progressive development of reading comprehension so that students advancing through the grades are able to gain more from whatever they read. Students are expected to build knowledge, gain insights,



explore possibilities, and broaden their perspectives. Students must master the ability to write logical arguments based on substantive claims, sound reasoning, and relevant evidence. Opinion writing -- a basic form of argument -- begins in the earliest grades. Research -- both short, focused projects and longer-term in-depth research -- is emphasized throughout the standards but most prominently in the writing strand since a written analysis and presentation of findings is so often critical.

Teachers must have a strong command of literacy instruction and have a diverse set of skills to differentiate instruction to meet the needs of our students. To grow the capacity of our staff, we will begin to develop a critical mass of teachers skilled in LC over the next year. All teachers will be provided with professional development opportunities aligned with the expectations of the Common Core State Standards, particularly reading comprehension strategies, using informational text, and increasing instructional rigor. Through job-embedded learning and literacy coaching, the staff will receive approximately 80 hours of in-house professional development.

Goal 2:

Implement a research-based math curriculum that will lead to structural changes in teacher instruction, increased student achievement, and will narrow the achievement gap.

We will accomplish this by aligning our math instruction with the Common Core State Standards. The standards require that K-5 students have a solid foundation in whole numbers, addition, subtraction, multiplication, division, fractions, and decimals in order to successfully apply more demanding 6-8 and high school math concepts, procedures, and applications.

We will rewrite our curriculum maps and design pacing guides that stress not only procedural skills but also conceptual understanding, to make sure students are learning and absorbing the critical information they need to succeed at higher levels. We will utilize the Understanding by Design (UbD) framework from Wiggings and McTighe. This framework is grounded in best practices and offers a planning process and structure to guide curriculum, assessment, and instruction. Its two key ideas require that teachers focus on teaching and assessing for understanding and learning transfer, and design curriculum "backward" from those ends.

The UbD framework helps teachers think purposefully about curricular planning without offering a rigid process or prescriptive recipe. It helps focus curriculum and teaching on



the development and deepening of student understanding and transfer of learning (i.e., the ability to effectively use content knowledge and skill). To grow the capacity of our staff, we will meet in grade-level teams and design UbD math units over the next year. All teachers will be provided with professional development opportunities aligned with the expectations of the Common Core State Standards, particularly related to providing the foundation for more demanding math concepts mentioned above.

Goal 3:

Increase the level of literacy integration in our intermediate and middle schools by creating a rigorous program grounded in best practices to increase the critical thinking and ability of all students to read independently.

The Ohio Academic Standards emphasize career and college readiness at all levels. As students progress, they are required to become independent learners in any given class. We want our students to be ready to make the developmental leap from grade to grade but in particular the leap to being a high school student. Overall, literacy experts recommend that teachers in all core content areas create the types of learning environments in which students are expected to use reading, writing, and discussion to solve problems, conduct research, experiment, and learn in the content area. However, the research also shows that the majority of schools do not implement curricula that adequately support adolescent students' literacy development.

Effective professional development programs can alleviate these misunderstandings by building essential knowledge among teachers about the important role all teachers have in helping students develop reading and communication skills in grades 5-8. In addition, school literacy coaches can help teachers understand that their students can develop content knowledge at the same time that they are improving in literacy. Providing all teachers with the skills necessary to teach reading and writing across content areas and showing them how it can be woven into the curriculum will be a matter of re-writing syllabi, and curriculum maps and increasing the rigor of content area instruction.



Goal 4:

Increase the use of data to drive instruction by training teachers to analyze data, align all assessments to the Common Core State Standards, administer formative and summative assessments, adjust instruction based on assessment results, and move toward mastery learning.

We will accomplish this by increasing the teachers' capacity to understand data analysis through professional learning and collaborative planning. Teachers will review all current classroom assessments and determine their alignment to the standards and level of rigor. The assessments best suited to guide improvements in student learning are formative such as quizzes, tests, writing assignments, and other assessments that teachers administer on a regular basis in their classrooms. Teachers trust the results from these assessments because of their direct relation to classroom instructional goals. Plus, results are immediate and easy to analyze at the individual student level. To use formative assessments to make improvements, teachers must change both their view of assessments and their interpretation of results. Specifically, they need to see their assessments as an integral part of the instruction process and as crucial for helping students learn.

Formative assessments reflect the concepts and skills that the teacher emphasized in class, along with the teacher's clear criteria for judging students' performance. These concepts, skills, and criteria align with the teacher's instructional activities and with state or national standards. Teachers then facilitate learning and content mastery by analyzing student progress and then providing instructional alternatives that present those concepts in new ways and engage students in different and more appropriate learning experiences.

As teachers work to revise existing assessments and create new ones, we will continuously review benchmark assessment data and use NWEA measures of performance to track progress. Teachers will be provided with collaborative time to review benchmark data, track students who are not meeting grade-level standards, and design interventions to support their learning.



ACCOUNTABILITY/MEASUREMENTS

- Millennium Community School will establish an academic program that includes the pedagogical approach, curriculum, assessment, and other unique elements as defined by best practices in instruction.
- The school's curriculum is documented and articulates the skills and concepts that all students must know and be able to do to meet Ohio Academic standards. The curricula are aligned horizontally and vertically and support opportunities for all students to master these skills and concepts.
- School-wide instructional practice is aligned with the school design, instructional expectations, and curriculum. Instruction is effectively delivered and conveys clear expectations to students.
- The use of classroom time maximizes meaningful student learning. Students are actively engaged in learning.
- Millennium Community School uses a balanced system of formative and benchmark assessments. Teachers and school leaders use qualitative and quantitative evidence to inform, guide, and improve instructional planning and practice.
- Students at Millennium Community School will demonstrate proficiency and/or progress toward meeting benchmark targets based on the Ohio Academic Standards and Ohio Science and Social Studies Standards as measured by the State Test.
- Millennium Community School student performance demonstrates improvement on internally-developed assessments of academic achievement.
- Teachers are provided with feedback and guidance that leads to improved instructional practice and student achievement. Millennium Community School implements a professional development plan that effectively addresses the needs of teachers. Teachers are provided with structures for collaboration. Millennium Community School establishes a professional climate resulting in a purposeful learning environment and reasonable rates of retention for school administrators, teachers, and staff.



GRADUATION REQUIREMENTS

Does not apply to this K-8 school.

TEACHER TO STUDENT RATIO

No more than 28 students to 1 highly qualified teacher as determined by ODE standards.

SPECIAL EDUCATION

The school's policies and procedures regarding the education of children with disabilities do comply with ORC Chapter 3323 and PL105-17; the Individuals with Disabilities Education Act (I.D.E.A) has been adopted and implemented. The school will continue to operate in accordance with these procedures for the duration of the contract.



Millennium Community School

School's Mission, Goals, Ages and Grades of Students, and the Focus of Curriculum.

Attachment 2
Item B

Our Vision

Millennium Community School will set the standard for national excellence in education and leadership.

Our Mission

Millennium Community School fosters life-long learning through academic excellence for all students.

Our Purpose

Millennium Community School is dedicated to all students becoming lifelong learners and responsible citizens through academic success, leadership, and responsible citizenship. We support students in a safe, nurturing educational environment so that students will take risks to push themselves to the next level of their personal best.

Our Philosophy

The basic educational philosophy of our program is that every child can learn if taught appropriately. Equipped with a proven curriculum, school staff follows successful instructional practices, evaluates each child often, and alters ineffective teaching practices to meet the needs of every child. The school emphasizes basic skills, development, and mastery at every stage to make it probable that skills will be applicable and generalizable.

Millennium Community School is proud to have the opportunity to serve the educational needs of the community. Students are exposed to a variety of experiences that are created in order to enrich them in their development throughout the school year as well as mature each of one of them into a stellar student. The goal of the faculty and staff members of Millennium



Millennium Community School

School's Mission, Goals, Ages and Grades of Students, and the Focus of Curriculum.

Community School is to provide an educational experience that will produce positive leaders of the future.

Focus of Curriculum

Unity is an important component of success here at Millennium Community School. In order to provide an environment that will successfully improve student success, the facility is comprised of three academic communities; K-1st, 2nd-5th, and 6th-8th grades. Each community will function as an independently operated academic entity, with an Academic Architect as a leader. The Academic Architect will assist with guiding curricular, and disciplinary measures, and increase in academic achievement in order to ensure each student's success within his/her community. This approach has the following attributes:

- Creating cultural, real-world, and enrichment experiences for students
- A data-motivated environment to measure and increase students' academic performance
- The celebration of every success, recognizing students and school-wide accomplishments each month
- Monitoring discipline and quickly resolving matters not conducive to the learning environment
- Building an organization with improved processes to achieve effectiveness and efficiencies throughout

To this end, Millennium Community School staff members, along with the parents and community members will continue to strive to make what has become better, become the best. In order for our students to be successful, our expectations will be extremely high and our results will be extraordinary.



Blended Learning Model Description

Not Applicable

Millennium Community School (K-8), Columbus, Ohio

ATTACHMENT 3 - Student Performance Measures											
ODE Report Card Data (2021-2022)	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 2021-2022	44.9%	28.6%	55.1%	34.6%	100%	80%	100%	N/A	N/A	N/A	None
Determine Comparable School District and Similar Schools											
LEA 2021-22 Columbus City Schools	50.4%	36.9%	24.1%	38.6%	100%	90%	100%	N/A	N/A	N/A	None
Similar School Performance Academy Eastland	53.3%	40.7%	45.0%	46.4%	100%	80%	80%	N/A	N/A	N/A	None
Similar School Zenith Academy East	54.1%	81.0%	51.2%	31.8%	100%	100%	100%	N/A	N/A	N/A	None
Use Data Above to Determine Your Targets for the Next Three Years											
Your Targets 2022 - 2023	48%	31%	60%	37%	100%	83%	100%	N/A	N/A	N/A	None
Your Targets 2023 - 2024	52%	34%	65%	40%	100%	86%	100%	N/A	N/A	N/A	None
Your Targets 2024 - 2025	56%	37%	70%	43%	100%	90%	100%	N/A	N/A	N/A	None

Millennium Community School (K-8), 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 2021-22 or 2022-23	SMART GOALS	Post Target Results Update Annually
Students With Disabilities	26	NWEA MEAN SCORE- SPED 176.4 Math	By May 2025, all Special Education students will improve their math performance from 176.4 to 186.	
Economically Disadvantaged	392	NWEA MEAN SCORE - ED 178.7 Reading	By May 2025, all students will improve their reading performance from 178.7 to 188.	
Racial/Ethnic/ELL Please identify				

RESULTS and EVIDENCE Update Annually - Spring 2023, 2024, 2025, 2026

Coming Spring 2023

Millennium Community School (K-8), 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 2021-22 or 2022-23	SMART GOALS	Post Target Results Update Annually
Discipline	DOS Referrals	Pre-Target: 50 a month DOS Referrals	By May of 2023, the number of discipline occurrences will be reduced from 50 to 40 per month.	
Attendance				
Student Engagement	Middle School Classroom Walkthrough Data & Student Lesson Rating Data	Pre-Target 64% Actively Engaged	By May 2026 we will increase student engagement of our middle school wing by 5% annually, as measured by our targeted student engagement classroom walkthroughs by administration.	
Post-Secondary Outcomes				
Other Valid Goals and Assessments				

Millennium Community School (K-8), Columbus, Ohio

RESULTS and EVIDENCE – Update Annually – Spring 2023, 2024, 2025, 2026				
Coming Spring 2023				
SCHOOL PERFORMANCE ON MISSION SPECIFIC GOALS				
Mission Specific Goal(s): To foster attributes of life-long learning which are measured annually through the administration of a survey of the 40 developmental assets and research. By May 2026 we will decrease our students in the Vulnerable category from 51% to 41%.				
Current 2022/23 Conditions: <i>School data and evidence.</i> We have collected baseline data thus far Fall (2022). Currently over 51% of our student population scored in the Vulnerable and Challenged categories. It is our hope to see improvement in student responses (Spring - 2022/23) based on program changes made as a result of the baseline data. The 40 developmental assets are positive experiences and qualities that young people need to help them to make healthy decisions. Grounded in scientific research these assets aim to protect youths from high-risk behaviors and help them become healthy, productive, and responsible adults. The updated Developmental Assets Profile (DAP) Survey will be re-administered in the Spring of 2023.				
Post Results Update Annually - Spring 2023, 2024, 2025, 2026 <i>School data, evidence, and conclusions.</i>				
Coming Spring 2023				
Evidence and Documentation: Update Annually - Spring 2023, 2024, 2025, 2026				

ATTACHMENT 4

- A. Financial Plan, including estimated budget for each year and estimated five-year plan
- B. Treasurer License
- C. Treasurer Bond
- D. Surety Bond (\$50,000 New School Only)**
- E. Treasurer Contract
- F. Performance Framework – School Financial- Goals and Measurements



Millennium Community School

Financial Plan, including the estimated budget for each year and estimated five-year plan

Attachment 4
Item A

FY23 - May 2023 submission
 IRN No.: 133561
 Type of School: Brick and Mortar
 Contract Term: 06.30.23

County: Franklin

School Name: **Millennium Community School**
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2022, Actual and
 the Fiscal Years Ending 2023 through 2027, Forecasted

	Actual			Forecasted				
	Fiscal Year FY20	Fiscal Year FY21	Fiscal Year FY22	Fiscal Year FY23	Fiscal Year FY24	Fiscal Year FY25	Fiscal Year FY26	Fiscal Year FY27
Operating Receipts								
State Foundation Payments (3110, 3211)	\$ 4,172,298	\$ 4,202,124	\$ 4,290,067	\$ 3,600,042	\$ 4,048,801	\$ 4,351,208	\$ 4,859,463	\$ 4,973,447
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	14,149	3,858	7,619	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	48,614	85,962	82,203	34,691	28,815	30,862	32,509	34,356
Total Operating Receipts	\$ 4,235,061	\$ 4,291,763	\$ 4,359,889	\$ 3,634,734	\$ 4,077,416	\$ 4,381,870	\$ 4,891,972	\$ 5,007,803
Operating Disbursements								
100 Salaries and Wages	\$ 2,528,649	\$ 2,320,281	\$ 2,368,115	\$ 2,507,137	\$ 2,690,839	\$ 2,684,953	\$ 2,814,901	\$ 2,948,749
200 Employee Retirement and Insurance Benefits	731,512	721,995	722,031	820,364	860,547	873,028	906,897	941,783
400 Purchased Services	1,150,942	913,948	1,303,457	1,381,925	1,454,620	1,457,521	1,516,496	1,576,647
500 Supplies and Materials	175,874	333,739	339,325	445,479	461,194	322,189	331,630	341,354
600 Capital Outlay -New	63,486	-	105,243	320,000	10,000	10,000	10,000	10,000
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	153,519	53,897	75,106	84,889	87,847	90,183	92,568	95,066
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 4,603,781	\$ 4,343,829	\$ 4,913,276	\$ 5,559,894	\$ 5,565,047	\$ 5,437,873	\$ 5,872,513	\$ 5,913,598
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (568,720)	\$ (52,065)	\$ (553,387)	\$ (1,925,160)	\$ (1,487,631)	\$ (1,056,003)	\$ (980,541)	\$ (905,795)
Nonoperating Receipts/(Disbursements)								
Federal Grants (all 4000 except fund 532)	\$ 1,824,097	\$ 701,138	\$ 1,412,320	\$ 2,258,857	\$ 2,214,297	\$ 726,593	\$ 738,072	\$ 749,550
State Grants (3200, except 3211)	-	7,711	1,198	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	1,800	14,270	-	-	-	-	-	-
Interest Income (1400)	947	1,132	2,494	28,363	28,363	28,363	28,363	28,363
Debt Proceeds (1900)	-	-	-	-	-	-	-	-
Debt Principal Retirement	(239,855)	(251,338)	(189,579)	(184,161)	(194,944)	(206,146)	(217,991)	(230,517)
Interest and Fiscal Charges	(247,992)	(236,506)	(222,838)	(210,329)	(189,546)	(188,344)	(176,498)	(163,973)
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 1,339,077	\$ 236,405	\$ 1,003,593	\$ 1,882,730	\$ 1,848,170	\$ 360,466	\$ 371,945	\$ 383,423
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 770,357	\$ 184,340	\$ 450,266	\$ (32,430)	\$ 360,539	\$ (695,537)	\$ (608,597)	\$ (522,372)
Fund Cash Balance Beginning of Fiscal Year	\$ 589,574	\$ 1,359,931	\$ 1,544,271	\$ 1,994,477	\$ 1,962,047	\$ 2,322,598	\$ 1,827,049	\$ 1,018,453
Fund Cash Balance End of Fiscal Year	\$ 1,359,931	\$ 1,544,271	\$ 1,994,477	\$ 1,962,047	\$ 2,322,586	\$ 1,627,049	\$ 1,018,453	\$ 496,080

FY23 - May 2023 submission
 IRN No.: 133561
 Type of School: Brick and Mortar
 Contract Term: 06.30.23

County: Franklin

School Name: **Millennium Community School**
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2022, Actual and
 the Fiscal Years Ending 2023 through 2027, Forecasted

Assumptions

	Actual			Forecasted				
	Fiscal Year FY20	Fiscal Year FY21	Fiscal Year FY22	Fiscal Year FY23	Fiscal Year FY24	Fiscal Year FY25	Fiscal Year FY26	Fiscal Year FY27
Staffing/Enrollment								
Total Student FTE	525	488	461	364	390	415	440	465
Instructional Staff	48	43	43	37	39	40	41	42
Administrative Staff	9	9	8	10	10	10	10	10
Other Staff								
Purchased Services								
Rent	\$ 50,269.42	\$ 45,023.00	\$ 29,858.57	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	96,683.85	87,491.77	90,886.56	131,875.36	135,831.62	139,906.57	144,103.77	148,426.88
Other Facility Costs	109,330.59	98,176.44	293,774.43	182,466.35	186,564.18	182,161.11	197,925.94	203,863.72
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	120,593.84	111,371.36	116,506.37	108,001.26	121,458.04	130,536.25	139,783.88	149,203.41
Contingency	-	-	-	5,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Transportation	1,752.96	600.00	8,927.00	18,529.96	19,085.88	19,658.43	20,248.19	20,855.63
Legal	54,222.83	39,287.50	14,580.71	43,012.00	44,302.36	45,631.43	47,000.37	48,410.38
Marketing	11,323.41	14,003.16	21,564.41	36,919.91	37,427.26	38,130.06	38,853.98	39,599.60
Consulting	330,120.49	290,350.06	311,140.21	404,796.24	430,297.56	392,007.39	409,003.63	426,386.23
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	86,427.50	55,194.74	53,410.00	88,501.36	89,096.40	91,789.30	94,522.37	97,358.05
Technology Services	98,958.71	126,378.24	185,662.95	183,802.26	189,136.33	194,630.42	200,289.33	206,118.01
Food Services	181,258.08	56,071.36	177,148.00	173,848.01	179,063.45	190,541.88	202,020.31	213,488.73
Other	-	-	-	7,171.98	7,357.14	7,547.85	7,744.28	7,946.62
Total	\$ 1,150,941.68	\$ 913,947.63	\$ 1,303,457.21	\$ 1,381,924.70	\$ 1,454,620.21	\$ 1,457,520.71	\$ 1,516,496.06	\$ 1,576,647.26
Insurance (USAS code of 851 - incl in Other)	30,886.00	32,834.50	32,790.00	37,450.00	38,573.50	39,730.71	40,922.63	42,150.30
Audit Fees (USAS code of 843 - incl in Other)	11,797.00	12,567.20	9,063.20	13,589.07	13,996.74	14,416.64	14,849.14	15,294.62
Financial Metrics								
Expenditures per FTE	\$ 9,153	\$ 8,901	\$ 10,854	\$ 15,289	\$ 14,269	\$ 13,103	\$ 12,892	\$ 12,717
Debt Service Payments	\$ 488,194	\$ 487,846	\$ 412,417	\$ 394,490	\$ 394,490	\$ 394,490	\$ 394,490	\$ 394,490
Debt Service Coverage	0.71	1.38	2.09	0.92	1.01	-0.78	-0.54	-0.32
Growth in Enrollment	-5.93%	-7.02%	-5.50%	-21.04%	7.10%	6.41%	6.02%	5.88%
Growth in New Capital Outlay	128.65%	-100.00%	0.00%	204.06%	-96.88%	0.00%	0.00%	0.00%
Growth in Operating Receipts	-5.57%	1.34%	1.59%	-16.63%	12.18%	7.47%	7.08%	6.73%
Growth in Non-Operating Receipts/Expenses	-3.21%	-82.35%	324.52%	88.60%	-2.35%	-80.50%	3.18%	3.09%
Days of Cash	0.16	0.31	0.31	0.36	0.35	0.43	0.29	0.17

FY23 - May 2023 submission
 IRN No.: 133561
 Type of School: Brick and Mortar
 Contract Term: 06.30.23

County: Franklin

School Name: Millennium Community School
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
 For the Fiscal Years Ended 2020 through 2022, Actual and
 the Fiscal Years Ending 2023 through 2027, Forecasted

Actual			Forecasted				
Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year
FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27

Assumptions Narrative Summary

Fiscal Year 2023-2027 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 3,836,139.99	\$ 1,033,758.42	\$ 938,690.59	\$ 2,802,381.58	RAZA Community Development Fund
Loan B	\$ -	\$ -	\$ -	\$ -	
Loan C	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 3,836,139.99	\$ 1,033,758.42	\$ 938,690.59	\$ 2,802,381.58	

The School does not use a management company.
 The School Sponsor is the Educational Resource Consultants of Ohio. The contracted base fee is 3.0% of State Foundation revenues.
 Treasurer: Douglas Mangan

Starting on Sep 19, 2016, the School holds 2 debt instruments with RAZA Community Development Fund.

- 1 - Mortgage loan in the amount of \$4,740,000 to be repaid over 20 years
- 2 - Unsecured loan in the amount of \$400,000 to be repaid over 5 years

Expenditure/Expenses/Enrollment

	Inc / Dec	Justification
FY23 Enrollment	-21%	FY23 enrollment is based on current student counts.
State Foundation Payment / FTE	\$9,887	Based on the most recent available State Foundation Report.
Forecasted Average Enrollment Growth	6%	Enrollment is forecasted to increase based on Management's marketing plan.
Forecasted Expense Inflation	3%	The forecast uses 3% as an estimate for inflation.
Forecast Salaries & Wages	4%	Increasing staff and the compensation plan results in an average 4% annual increase in wages.

Purchased Services

FY23 Rent	\$0	The School owns its primary building and rented supplemental property at 1850 Bostwick Rd. The supplemental lease ended in FY22.
FY23 Utilities	\$131,875	Utilities based on FY23 expenses paid and estimated expenses.
Other Facility Costs	\$182,466	Other Facilities Costs based on historical spending and other estimated expenses
Insurance	\$37,450	Insurance based on FY23 coverage and increased for inflation
Management Fee	\$0	No Management company
Sponsor Fee	\$108,001	Base rate based on current contract agreement
Audit Fee	\$13,589	Audit based on FY23 expenses paid
FY23 Food Service	\$173,848	Food services expenses based on FY23 expenses paid and estimated expenses
FY23 Transportation	\$18,530	Includes Field Trip Transportation
FY23 Legal	\$43,012	Legal expenses based on FY23 expenses paid and estimated expenses
FY23 Marketing	\$36,920	Paid and estimated expenses for community outreach and recruitment efforts
FY23 Consulting	\$404,796	Includes vendors for services including but not limited to School Improvement, Professional Development, Treasurer and Accounting services. Consulting expenses based on FY23 expenses paid and estimated expenses



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

NICOLE L HAGLER

THIS LICENSE AWARDED TO

OH3093566

11/15/2018

07/01/2019 to 06/30/2024

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.

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.

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.



Superintendent of Public Instruction

PUBLIC OFFICIAL BOND

Bond No. UCSX329MX1560

Know All Men By These Presents, That we, Nicole Hagler
of 1611 Carolina Dr Vandalia in the State of Ohio, as Principal,
and the United Casualty and Surety Insurance Company, a corporation duly organized and existing under and
by virtue of the Laws of the State of Nebraska, and authorized to become sole surety on bonds in the State
of Ohio, as Surety, are held and firmly bound unto Ohio School Boards Association
in the State of Ohio in the full and just sum of \$50,000.00 Fifty Thousand and 00/100 Dollars,
lawful money of the United States, for payment of which well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Nicole Hagler has been duly elected or
appointed to the office of School Treasurer in and for the Ohio Achievement Charter School for
the term beginning on 05/15/2022 and ending on 05/15/2024

Now, Therefore, The Condition of the Above Obligation is Such, that if the above bounden
Nicole Hagler shall during the aforesaid term, faithfully and truly perform all
the duties of his/her office and shall pay over and account for all funds coming into his/her hands by virtue of his/her
said office of School Treasurer of Ohio Achievement Charter School as required by law, then this obligation to be
void, otherwise to be and remain in full force and virtue.

In Witness Whereof, the said Principal has hereunto set his/her hand and seal and the said Surety has
caused these presents to be signed by its officers proper for the purpose the day and year first above written.

Signed, Sealed and Dated this 12th day of May, 2022

Nicole Hagler

Principal

United Casualty and Surety Insurance Company

Surety

By: Lee Ann Jones

Lee Ann Jones Attorney-In-Fact

State of Georgia

County of Hall

Before me, this 12th day of May, A.D. 2022 personally appeared the
said Lee Ann Jones Attorney-In-Fact to me known and known to me to be the individual
described in and who executed the foregoing bond, and he/she acknowledged to me that he/she executed the
same.

Ann Robertson
NOTARY PUBLIC
HALL COUNTY
State of Georgia
My Commission Expires 5/31/2024

Ann Robertson





UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

POWER OF ATTORNEY

Agency No. 171329

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Lisa M. Battista, Lee Ann Jones, Tracie J. Rutzinski, Donna Stolzenbach, Felicia Thomas, Kelly Specht

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Two Million & 00/100 Dollars (\$2,000,000.00). This Power of Attorney shall expire without further action on December 31st, 2023.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 1st day of August, 2019.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
 US Casualty and Surety Insurance Company
 United Surety Insurance Company

Joel R. Chachkes, Treasurer

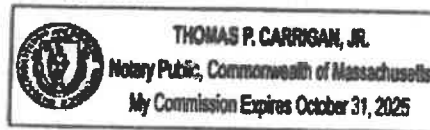
Corporate Seals

Commonwealth of Massachusetts
 County of Suffolk ss:

On this 1st day of August, 2019, before me, Thomas P. Carrigan, Jr., a notary public, personally appeared Joel R. Chachkes, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
 WITNESS my hand and seal.

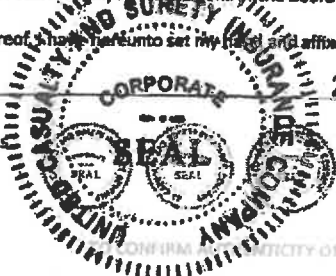
(Seal)
 Thomas P. Carrigan, Jr., Notary Public Commission Expires: 10/31/2025



I, Robert F. Thomas, Chief Operating Officer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; 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 seals of said Companies at Boston, Massachusetts this 12th day of May 2022

Corporate Seal



Robert F. Thomas, Chief Operating Officer



Not Applicable



FISCAL OFFICER / FINANCIAL SERVICES AGREEMENT

WHEREAS, School is in need of a licensed fiscal officer and/or a financial manager to oversee the financial operations of School, and the appointment of a licensed fiscal officer is required by Section 3314.011 of the Ohio Revised Code.

WHEREAS, M&A is engaged in the practice of financial services, school treasurer and related duties for public schools in the State of Ohio; and

WHEREAS, School desires to hire M&A to perform work inherent to the role of fiscal officer/licensed school treasurer and/or financial manager as so selected in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

This Fiscal Officer and /or Financial Services Agreement (the "Agreement") is entered into, by and between Mungen & Associates, LLC an Ohio Limited Liability Company ("M&A"), and the Ohio Achievement Charter Schools, Inc., dba – Millennium Community School ("School" or "Board" or "Governing Authority"), an Ohio nonprofit corporation, whose principal office address is 3500 Refugee Road, Columbus, OH 43232.

TERMS & CONDITIONS

1. Term and Termination

This Agreement is effective beginning the 1st day of July, 2018, and shall continue in full force and effect until the 30th day of June 2020 (the "Term"), unless and until terminated pursuant to this Section. If M&A continues to serve the School after the expiration of the Term, this Agreement shall continue on a two-year basis thereafter, unless terminated by either party, in writing by January 31 of year of expiration (the Notice), to be effective on June 30 of the year of expiration.

Termination by School shall be for cause and any prior written Notice of termination as referred to above shall state the cause and provide an opportunity for M&A to cure, renegotiate, or correct such cause within 45 days from the date M&A receives such Notice.

Upon termination, School shall immediately pay Provider all amounts due through the last day of the current Term or extension period (if M&A continues to serve the School after the expiration of the Term). If termination is initiated by M&A, M&A will support the transition to a new service provider selected by the Board on or before the effective date of termination.

This Agreement automatically terminates and the assigned licensed treasurer automatically resigns as treasurer/fiscal officer, upon (a) resignation of the entire Board of the School leaving the School abandoned; or appointment of a receiver; or (c) a vote of closure by the Board, or, a notice of suspension, termination or closure is issued by an authorized governmental agency or the sponsor of the School, in which case, either (i) another licensed or statutorily qualified treasurer must be immediately appointed, or (ii) an addendum to this Agreement must be negotiated and adequate security of payment for services provided. Any additional closure, regular, special, or final audit services must be specified on a written agreement between the parties. If M&A must provide services after the automatic termination, whether pursuant to a written agreement between the parties or not, and there is a finding against the Treasurer, due to School's or a prior treasurer's deficiencies, the Board shall reimburse M&A upon demand.

2. Scope of Work and Relationship

(a) Responsibilities

During the Term, M&A's Scope of Work shall be as set forth on the Exhibit A, which is attached hereto and incorporated herein by reference.

(b) Independent Contractor Status

Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship between School and M&A. The sole interest and responsibility of the parties is to ensure the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. Provider is particularly well-situated for independent contractor status due to its experience and leadership, its staff and operational systems. The School must retain oversight of this Agreement and evaluate the effectiveness of day-to-day services and Provider's carrying out of the Services.

3. Payment

Invoices will be submitted monthly by M&A for payments by School. M&A is hereby instructed by the School Board to make payments on all invoices via electronic debit or check. This payment is due upon receipt of invoice and is considered past due twenty (20) business days from receipt of invoice. If School has any valid reason for disputing any portion of an invoice, School will so notify M&A in writing explaining the specific reason for dispute and the portion disputed, within ten (10) days of receipt of invoice by School, and if no such notification is given the invoice will be deemed valid. The portion of the M&A's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

All payments from School to M&A will be audited by the Ohio Auditor of State by way of the School's audit.

A finance charge of 0.5% per month on the unpaid amount of an invoice will be charged on past due accounts. Payments by School will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any costs or professional fees incurred in collection of delinquent accounts shall be paid by the School. If payment of invoices is not current, M&A may suspend performing further work until all past due accounts are paid.

The costs for the Scope of Work are as specified on Exhibit A, attached to and made a part of this Agreement.

4. Ownership of Work

All forms, procedures, programs, schedules and work product done by M&A during the Term of this Agreement shall belong to and are proprietary to and/or trade secrets of, and the property of M&A; provided however, M&A shall provide the scope of work to School during the Term, and upon any termination, shall download or print School records for School's archives after termination. School may not use the format, programs, forms, or writings thereafter for its own use other than to provide as School records pertaining to the Term of this Agreement.

5. Confidentiality

M&A and School each recognize that during the course of the Term they may acquire knowledge or confidential information or trade secrets of the other party. M&A and School each agree to keep all such confidential information in a secure place and further agree not to publish, communicate, divulge, use, or disclose, directly or indirectly, for its/his/her own benefit or for the benefit of another, either during or after the Term, any such confidential information or trade secrets without prior written consent of the other party. This obligation of confidence shall not apply with respect to information that (1) is used for a comparative analysis by M&A where the School is not identified by name (2) is available to M&A from third parties on an unrestricted basis or (3) is available to others via open records requirements.

School hereby names M&A as an authorized party under FERPA to the extent it accesses any student information to carry out its obligations under this Agreement. M&A agrees to comply with FERPA and agrees that it is responsible for any and all reasonable costs or damages that result from the M&A's sole failure to comply with FERPA, or M&A's sole failure to comply with other state and federal laws regarding the privacy of educational records.

6. Representations

M&A agrees that during the performance of this Agreement, it will abide by all laws, rules and regulations concerning public funds and Ohio Public Community Schools and those of a licensed School Treasurer. M&A represents that the organization has experience in providing School treasurer services and in implementing the applicable portions of School's approved Community School Contract (the "Contract").

School shall: (a) pay for and provide state software services and provided M&A unfettered access to the same; (b) pay for the necessary bonds for any employees or contractors having access to school funds, including M&A employees assigned to the School; (c) be responsible for the employee and employer portion of SERS payments for the allocated M&A time as defined in the Ohio Revised Code to the fullest extent allowed under law; (d) retain the responsibility for and the authority to oversee this Agreement in order to ensure adherence to the School's Community School Contract; (e) comply with all applicable federal and state laws, rules and regulations; (f) consider and give deference to reasonable M&A recommendations for matters related to the Scope of Services under this Agreement; (g). work with the M&A in recommending and adopting policies and regulations that the M&A can implement; (h) adhere to all public officer's conflict of interest and ethics laws and the conflict of interest policies and public disclosure requirements; (i) not pressure M&A to hire friends or family members of the Board or staff or to violate nondiscrimination laws or best business practices for public funds; (j) sign a commercially reasonable promissory note if M&A ever agrees to loan the School money; (k) not hire, engage, solicit the services of, or induce any employee of M&A to terminate his/her employment with M&A after the conclusion of this Agreement for a period of at least two years without M&A's prior written consent; (l) provide to M&A, in a timely manner access to all data to complete the Scope of Work at the discretion of M&A; and (m) defend, indemnify, and hold M&A and its members, owners, officers, directors, managers, employees, and agents harmless from and against any claims, actions, liabilities, damages, penalties, assessments, costs, and expenses (including, but not limited to, court costs, collection costs, receiver fees, accounting or audit fees and attorney fees) related in any way to the School's failure to provide or report accurate data to M&A, or improper, inaccurate, erroneous, fraudulent, negligent, or incomplete information or data to M&A, which result in audit or findings of any kind. This indemnification survives the termination, expiration or non-renewal of this Agreement.

7. Insurance/Assignment/ Indemnification

Board shall name M&A as an additional insured on its insurance, and the personal name of the assigned licensed treasurer provided by M&A (fiscal officer), individually, as an additional insured on its directors and officers/errors and omissions liability coverage and provide a copy to M&A. Such policy must contain a provision whereby M&A is notified thirty (30) days prior to any cancellation thereof.

Neither party shall have the right to assign or transfer their rights to any third parties under this Agreement without prior written consent from the non-transferring party.

School and M&A each agree to defend, indemnify, and hold harmless the other, and each of their employees, directors, members, officers, owners or third party contractors, from and against any and all claims, demands, losses, damages, costs, liabilities and expenses including court costs and reasonable attorney or professional fees unless otherwise specified herein, which may be asserted against, imposed upon, or incurred or sustained by the other as a result of acts or omissions or violations of any statute, ordinance, rule or regulation by the other or its employees, administrators or assigns, and/or which arise out of the other's breach of this Agreement. This indemnification survives the termination, expiration or non-renewal of this Agreement.

Any disputes arising under this Agreement must be initiated within six (6) months after cause of action arises or shall be forever barred in any court or other dispute resolution forum.

IN NO EVENT SHALL M&A BE LIABLE TO SCHOOL OR TO ANY THIRD PARTY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, OR FOR ACTUAL DAMAGES OR LOSSES IN EXCESS OF ONE MONTHLY SERVICE FEE PAID BY SCHOOL TO PROVIDER FOR THE SPECIFIC SERVICE ACTIVITY.

8. Dispute Resolution

Disputes between the parties involving the application or interpretation of this Agreement, unless the remedies for enforcement are otherwise specified herein, shall be resolved through non-binding mediation under the Franklin County or Columbus Bar Association ("Bar") using a trained, experienced mediator selected by mutual agreement of the parties, or, if no agreement, then as selected by the parties based on the first second and third choices of each party if there is any overlap in choices. The parties shall share the cost of mediation equally. Each party shall be responsible for its own attorney fees.

9. Miscellaneous

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and in the venue of Franklin County Ohio, without reference to principles of conflict of laws, and supersedes all prior or written agreements between the parties, constituting the entire agreement between the parties

(b) This Agreement may be signed electronically or in multiple copies construed as one, and, may not be amended or modified otherwise than by a written agreement executed by the parties pursuant to this subsection.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be executed in counterparts that together shall constitute a single agreement and facsimile signatures will be considered originals.

(d) The failure of either party to at any time to enforce performance of any provisions or responsibilities under this Agreement shall in no way affect its rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be held to be a waiver of any other breach of the same or any other provision.

(e) The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. The parties acknowledge and agree that this Agreement has been negotiated by the parties, that each party has been given the opportunity to independently review this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed as favoring or disfavoring either party.

(f) Any notice, demand or request under this Agreement shall be deemed sufficiently given when received if in writing and signed by an authorized party, and sent either by hand-delivery with a witness, overnight delivery with signed proof of delivery, certified mail return receipt requested, facsimile with proof of successful delivery, or electronic mail with confirmed delivery and receipt, to the following parties: To School: at the address written in the signature below, and, to **Mangen & Associates LLC** at 500 South Front Street, Suite 1100, Columbus, OH 43215.

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

Mangen & Associates, LLC

By: 

Its: PRESIDENT

Date: 5/21/19

Address: 500 S. Front St., #1100, Columbus, OH 43215

Ohio Achievement Charter Schools, LLC
dba – Millennium Community School

By: 

Its: EXECUTIVE DIRECTOR

Date: 5/21/2019

Address: 3500 Refugee Rd, Columbus, OH 43232

**EXHIBIT A
SCOPE OF WORK**

The scope of work includes Treasurer Services, Financial Management, EMIS and CCIP Administration, such as required documents for state and federal governments, basic accounting reports to school staff and Board, financial management support services, ongoing budgeting, accounting, purchasing, financial reporting, cash flow analysis, and resource call support, EMIS setup, maintenance, oversight, input of financial data directly into the EMIS and CCIP subsystems. Unless specifically listed below, no services or work shall be the obligation of M&A, and no related or tangential service will be provided with any obligation of M & A or continue to provide such service, or without additional payment therefore.

A. Long-Term Financial Management Services

Monthly Fee: 3% of Receipts

- Complete all required state and federal reports and financial EMIS data
- Prepare ongoing financial assessments and strategic priority recommendations
- Oversee cash flow management
- Conduct monthly financial reviews for Director and Board
- Assure best-case models for financial planning
- Prepare School's Five-Year Financial Plan twice per year (May and October)
- Benchmark operating functions of other comparable schools
- Provide oversight and retain strict controls on budget modifications
- Facilitate the preparation of independent GAAP report for schools (prepared by independent CPA)
- Advise on contract arrangements subject to legal review
- CCIP budget, plan implementation and final reporting according to state and federal audit requirements
- Prepare and submit information for annual audits and annual Form 990 returns
- Prepare Mid-Year and End-of-Year Financial Reviews
- Prepare Annual Financial Report

B. Treasurer of Record, Payroll and Accounting Services

Monthly Fee: Included

- Prepare fund budgets and ongoing management recommendations
- Serve as signatory to certify availability of funds
- Present monthly fund balances for restricted / non-restricted funds
- Prepare and review reconciliation of bank statements monthly
- Ensure the accommodation of SERS and STRS submission requirements
- Ensure appropriate City, State and Federal taxes and returns
- Maintain current chart of accounts consistent with ODE rules and regulations
- Provide monthly, year-to-date, budget/actual reports
- Establish appropriate checks and balances

- Oversee administration of payroll and payables (941s, 1099s, vendor compliance forms, W2s, COI forms, ODE vendor checks, etc.)
- Complete all employee payroll reconciliations
- Complete all program cash requests according to ODE rules
- Prepare and oversee budget and long-term financial plan
- Follow established board policies
- Sustain capital asset list according to board policies
- Provide (pre-audit) equity position updates with financial reports
- Assure proper uses of public funds and all necessary back-up for audits
- Prepare and submit all reports requested by Sponsor, Auditor of State or Ohio Department of Education after Board review
- Maintain all documents necessary for success in, and attend and prepare for, all FTE audits, food audits or other program audits
- Provide ongoing advice and guidance regarding future state and federal funding
- Managing, reporting and administering government and private grants
- Long-term financial planning
- Initialization and/or processing of all requisitions
- Maintain inventory list and depreciation schedules
- Competitive bidding, when required, and quotes, comparison and analyses for materials, supplies or facility improvements
- CRRS reporting
- Serve as lead on sponsor site visits
- Board meeting preparation of packets and information for Board and public

C. Student Reporting / CCIP Fiscal / Audit Administration / Internal Control Services

Monthly Fee: \$1,220

- Prepare CCIP grant submissions
- Provide oversight and guidance related to all consolidated and competitive grant applications, including Title I, Title II-A, Title VI-B and all other state/federal grants.
- Provide ongoing budget reviews and support in managing to CCIP budget
- Provide CCIP cash flow management advice and guidance
- Provide monthly financial CCIP fund balances for Board and Administration
- Evaluate CCIP trend and comparative data from other similar community and traditional public schools when available
- Provide ongoing monitoring to ensure alignment with USAS coding and state/federal reporting requirements
- Ensure checks and balances within accounting operations in alignment with federal program rules and regulations

- **Provide Grants Management services after grant is secured – alignment with budget spending plan, treasurer tracking spending by budget area, integration with School’s monthly Board and Director Financial Reports**
- **Coordinate with accounting and payroll to ensure timely and accurate tracking of all federal expenditures**
- **Provide assistance with PACTS submission**
- **Prepare appropriate documentation for fiscal year carry-overs.**
- **Complete FER and assist in completion of the End of Project Report**
- **CCIP Plan Writing**
- **Compliance with Maintenance of Effort, Sources and Uses, and proper uses of state and federal funds and/or grants**

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 WITHING 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 FOLLWING 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 schools' 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 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 schools 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 plan. 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: *MILLENNIUM COMMUNITY SCHOOL*

DATE COMPLETED: *5/20/2023*

GOAL INDICATORS	RATING SCALE	MEASUREMENT AND METRICS	23-24	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
	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
	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
	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
	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 place to reduce outstanding debt over 60 days outstanding.	4 = Exceeds Expectations	90-100% of the school's outstanding debts are on repayment plans.	3	3	3	3	3
	3 = Meets Expectations	75-89% of the school's outstanding debts are on repayment plans.					
	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
	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
	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 correct, 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
	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: • EXCEEDS EXPECTATIONS = 4 • MEETS EXPECTATIONS = 3 • APPROACHES EXPECTATIONS = 2 • BELOW EXPECTATIONS = 1							

ATTACHMENT 5

- A. Description of Facility
- B. Suspension and/or School Closing Procedures
- C. Facility Lease Agreement or copy of Sales Contract and related documents. Recorded Conveyance Documents.



Millennium Community School

Description of Facility

Attachment 5
Item A

Building Location :

Millennium Charter School
3500 Refugee Road
Columbus , Ohio

Located at First Church of God site

Land:

10 Acres

Building Square footage :

57, 4242 Square Feet

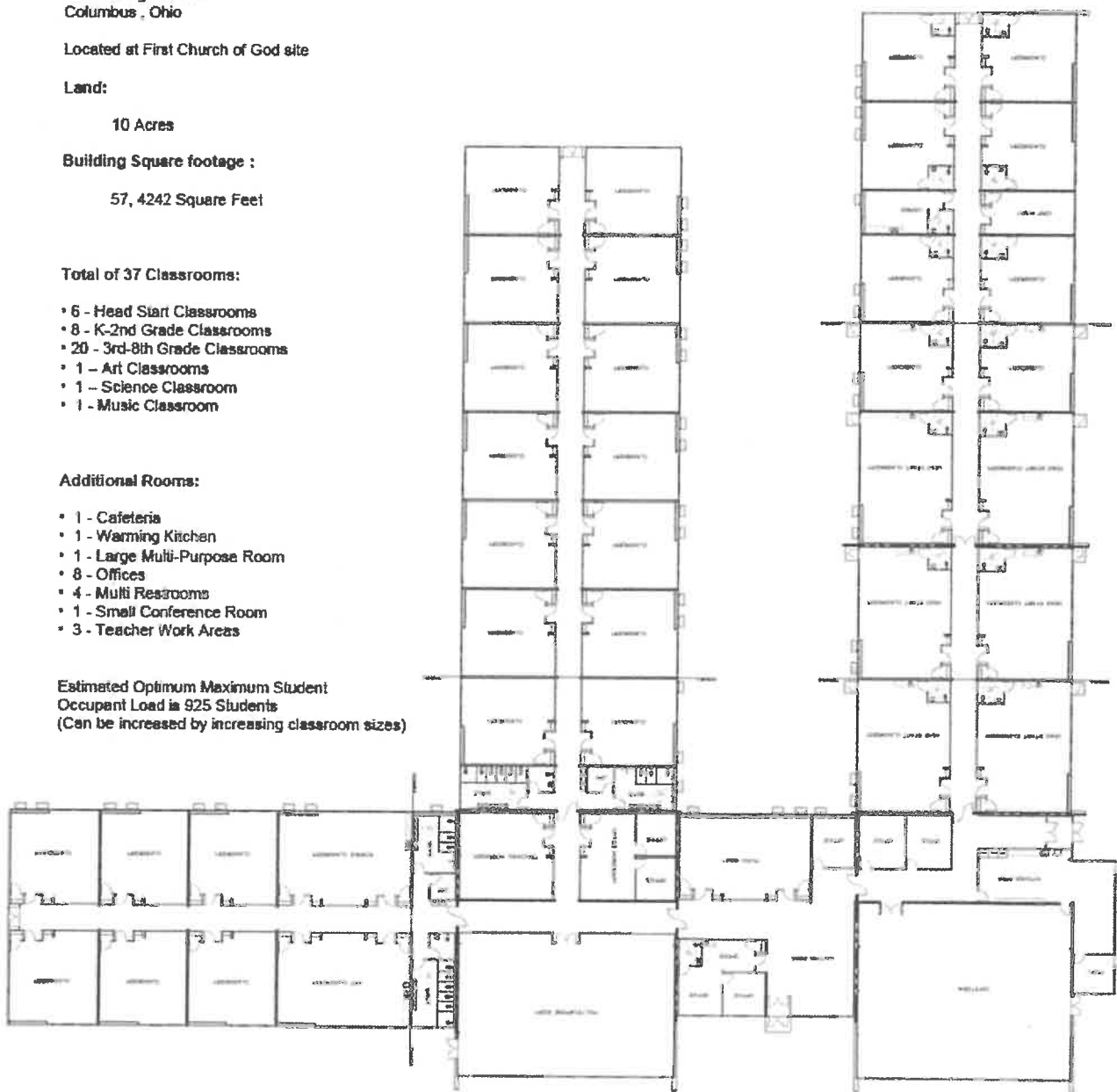
Total of 37 Classrooms:

- 6 - Head Start Classrooms
- 8 - K-2nd Grade Classrooms
- 20 - 3rd-8th Grade Classrooms
- 1 - Art Classrooms
- 1 - Science Classroom
- 1 - Music Classroom

Additional Rooms:

- 1 - Cafeteria
- 1 - Warming Kitchen
- 1 - Large Multi-Purpose Room
- 8 - Offices
- 4 - Multi Restrooms
- 1 - Small Conference Room
- 3 - Teacher Work Areas

Estimated Optimum Maximum Student
Occupant Load is 925 Students
(Can be increased by increasing classroom sizes)





Millennium Community School
Suspension and/or School Closing Procedures

Attachment 5
Item B

EDUCATIONAL RESOURCE CONSULTANTS OF OHIO, INC. ("ERCO")

Community School: Suspension and/or School Closing Procedures

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

CLOSURE

Under state law (Ohio Revised Code 3314.023), ERCO must monitor and oversee the school's compliance with law, administrative rules and contract provisions, including requirements related to school closure.

SUSPENSION

ORC 3314.072 establishes the conditions under which a school may be suspended, along with a school's procedural rights. ERCO follows these procedures.

RECORDS

ERCO must assure that all school records needed by the Ohio Department of Education, Ohio Auditor of State, U.S. Department of Education and other interested entities are secured and available as needed during the closeout process. Records include: (1) student records; (2) staff records; and (3) administrative records. ERCO shall secure all school records (student, personnel, fiscal, etc.) prior to closing and maintain according to applicable records retention schedules. Records retention is governed by state and federal law and governing authority policy.

ERCO'S GOALS

To provide and execute a plan for an orderly conclusion of the school's affairs when the school is closed or suspended for any reasons permitted by law and/or the contract between ERCO and the school.

A school is considered closed or suspended when instruction has ceased and the governing authority or sponsor has issued an official notice that includes the reason for and date of the school's closure or suspension. A community school also is considered closed if Ohio Department of Education issues a notice to a school under the state's automatic closure law, ORC 3314.35. In the case of both suspension and closure, ERCO and an authorized representative of the governing authority shall complete and sign the Suspension and Closing Assurance Template. ERCO shall make sure the school's governing authority takes all reasonable and required actions to fully address suspension or closing issues. If the school's governing authority fails to fulfill obligations with respect to orderly closure, ERCO assumes responsibility for all closure activities.

ERCO shall submit a Suspension and Closing Assurance Template for each closed community school attesting that all necessary notifications and actions are completed.

When possible, ERCO shall arrange completion of the final FTE review within seven business days of the school ceasing operations or within seven business days of the area coordinator's notification of the school's suspension or closing. ERCO shall make an effort to ensure completion of the final FTE review prior to transfer of original student records to the district(s). ERCO shall monitor the school's actions to assure both the FTE review and fiscal audit are scheduled in a timely fashion. If the school fails to schedule these activities, ERCO will make the necessary arrangements.

For mid-year closure or suspension, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools within ten days of notification. In the case of closure at the end of the school year, ERCO shall submit an estimated timeline for closure activities to the Office of Community Schools, via Epicenter, no later than May 31. ERCO shall use the Suspension and Closing Assurance Template for the estimated timeline.



Millennium Community School

Facility Lease Agreement or Copy of Sales Contract and Related Documents

Attachment 5
Item C

Purchase and Sale Agreement

DATE: June 27, 2016

BUYER: The Ohio Achievement Charter School, Inc., an Ohio corporation, d/b/a Millennium Community School
3500 Refugee Rd
Columbus, OH 43232
Attn: Director Russell
Email: trussell@2kschool.com

with a copy to: Dickinson Wright PLLC
150 E. Gay Street, Suite 2400
Columbus, OH 43215
Attn: Amy J. Borman, Esq.
aborman@dickinsonwright.com

SELLER: Millennium.Development Holdings, LLC, a(n) Indiana limited liability company
201 West First Street
South Whitley, Indiana 46787
Attn: Drew Welborn
Email: Drew@whitley.com

With a copy to: Pat Carmody
Innovative Modular Solutions
PO Box 70 Oswego, IL 60543
Attn: Pat Carmody
Email: PCarmody@innovativemodular.com

ESCROW AGENT: _____

Attn: _____
Email: _____

PROPERTY: That certain real property consisting of approximately ten acres of land located in Columbus, Ohio (Parcel No. 010-288330-00, as more particularly described on the attached Exhibit A) and the building located on such land, commonly known as 3500 Refugee Road, Columbus, Ohio; together with all fixtures, equipment, machinery, appliances, furnishings, and other tangible property owned by Seller, located as such real property, and used in connection with the operation and ownership of such real property (the "**Personal Property**"); together with all privileges, rights-of-



way, easements, licenses, leases, and other rights and benefits owned by Seller, if any, which are appurtenant to or used in connection with the beneficial use and enjoyment thereof (collectively, the "Property").

1. Agreement. In consideration of the mutual promises and covenants set forth in this Purchase and Sale Agreement (the "Agreement"), Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement.

2. Purchase Price. The total purchase price which Buyer agrees to pay for the Property is \$5,850,000, payable at Closing.

3. Escrow. An escrow for this transaction shall be established with Escrow Agent, and Escrow Agent is hereby employed to handle the escrow. This Agreement constitutes escrow instructions to Escrow Agent. Seller and Buyer will deliver to Escrow Agent all documents and do or cause to be done all other things necessary, in the reasonable judgment of Escrow Agent, to enable it to comply in good faith with its obligations under this Agreement. Escrow Agent shall perform its duties faithfully, timely and in good faith according to the provisions set forth in this Agreement and at law relative to duties and obligations imposed on escrow agents. If Escrow Agent requires the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute same; however, such instructions shall be construed as applying only to Escrow Agent's engagement, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall in all respects control.

3.1 Opening and Closing Dates.

(a) Escrow shall be deemed open on the date (the "Opening Date") when at least one copy of this Agreement executed by Buyer and Seller has been delivered to Escrow Agent. Escrow Agent shall advise Buyer and Seller in writing of the Opening Date. Promptly following the Opening Date, Escrow Agent shall deliver to Buyer, Seller and each party's counsel, as applicable, one copy of this Agreement as executed by Buyer and Seller. In the event Escrow Agent acts as an agent for an underwriter and does not issue its own policies of title insurance, Escrow Agent shall cause a closing protection letter to be provided to Buyer and Seller.

(b) The closing of this transaction and escrow (referred to in this Agreement as the "Closing" or the "close of escrow") shall occur at the office of Escrow Agent on or before **on or before September 30, 2016**.

3.2 Closing Costs and Prorations.

(a) Upon the close of escrow, Buyer shall pay all transfer taxes, all costs of recording the deed, all costs for the title report and the standard title insurance policy, and all escrow charges.

(b) Any real estate taxes and rents outstanding shall be the responsibility of the Buyer. Improvement liens and other special assessments, if any, due and payable as of the close of escrow, shall be paid by Buyer. Any other closing costs shall be paid by Buyer. Delinquent taxes shall be borne by Buyer and cleared at closing.

(c) Seller agrees that all closing costs payable by Seller shall be deducted from Seller's proceeds at the close of escrow. On or before the close of escrow, Buyer agrees to deposit with Escrow Agent an amount sufficient to pay all closing costs payable by Buyer.

4. Title and Survey Matters.

4.1 Survey. Buyer may, at its sole cost and expense, obtain a survey of the Property (the "Survey").

4.2 Preliminary Title Report.

(a) Promptly following the Opening Date, Escrow Agent shall deliver a current preliminary title report (the "Title Report") on the Property to Buyer and Seller. The Title Report shall show the status of title to the Property as of the date of the Title Report and shall be accompanied by the best available copies of all documents referred to in the Title Report.

(b) Buyer shall have fifteen (15) days following Buyer's receipt of the Title Report (the "Review Period") to notify Seller of any objections Buyer has to the status of title in Buyer's sole and absolute discretion (the "Objections"). If Escrow Agent issues a supplemental or amended title report showing additional exceptions to title (the "Amended Report"), Buyer shall have five (5) days from the date of receipt of the Amended Report and a copy of each document referred to in the Amended Report, in which to notify Seller of any Objections to any additional matters or exceptions shown in the Amended Report, provided such additional matters or exceptions were not caused by Buyer. If Buyer gives Seller notice of any Objections within the applicable time frame, Seller shall have five (5) days after Seller's receipt of such notice to notify Buyer whether Seller intends to attempt to remedy the Objections prior to the close of escrow. Failure by Seller to respond within such five (5) day period shall be deemed an election by Seller not to attempt to remedy the Objections. No later than five (5) days following Seller's notice or the expiration of the time for Seller to respond, as the case may be, Buyer shall elect whether to (i) cancel this Agreement, or (ii) waive all Objections that Seller does not intend to cure or remove from the Title Report.

(c) If Buyer does not notify Seller of any Objections within the applicable time period, the status of title shall be deemed to have been approved by Buyer. All title matters which are approved or deemed approved by Buyer shall be referred to herein as the "Permitted Exceptions".

(d) Upon a cancellation in accordance with the provisions of this Section 4.2, the earnest money shall be returned to Buyer, together with all documents deposited in escrow by Buyer, all documents deposited in escrow by Seller shall be returned to Seller, and this Agreement shall terminate, with the parties having no further obligations hereunder, except as expressly set forth herein.

4.3 Deed. At the close of escrow, Seller shall convey title to the Property to Buyer by general warranty deed (the "Deed"), subject to current taxes and assessments, reservations in patents and Permitted Exceptions and all matters which an accurate survey or physical inspection of the Property would disclose.

4.4 Title Policy. At the close of escrow, Seller shall cause Escrow Agent to provide Buyer with a standard coverage owner's policy of title insurance in the full amount of the purchase price, effective as of the close of escrow, insuring Buyer that fee simple title to the Property is vested in Buyer, subject only to the usual printed exceptions and exclusions contained in such title insurance policies, to the Permitted Exceptions and to any other matters approved in writing by Buyer. The cost of such policy shall be paid as provided in Section 3.2(a) hereof. Buyer shall pay for any special endorsements or lender's coverage it may so desire. The obligation of Seller to provide the title policy called for in this Section shall be satisfied if, at the close of escrow, Escrow Agent has issued a binding commitment to issue the policy in the form required by this Section and if such policy is delivered within a reasonable time following the close of escrow.

5. Contingencies: Buyer's Right to Cancel. Buyer shall have **until July 10, 2016** to study or investigate to Buyer's and Buyer's lender's satisfaction, including but not limited to, the condition and suitability of the Property and its attributes for Buyer's intended use (the "**Study Period**"). During the Study Period, Buyer, at Buyer's expense, may cause to be prepared or performed the title and survey matters described above in Section 4 above, any Phase 1 or Phase 2 environmental assessments, property condition reports, seismic study, floodplain and floodway evaluation, and any other reports, surveys or studies which are deemed necessary by Buyer and its lender in order to perform its due diligence investigation and analysis of the Property. Until expiration of the Study Period, Buyer shall have the right to cancel this Agreement for any reason whatsoever by giving Seller written notice of cancellation at or prior to expiration of the Study Period. If written notice of cancellation is not given as set forth herein, then Buyer shall be deemed to have waived Buyer's right to cancel this Agreement under this Section 5.

5.1 Environmental Report. Promptly following the Opening Date, Seller shall deliver to Buyer a copy of any existing environmental report or reports of the



Property, if any such report(s) are in Seller's possession. If available, and if requested by Buyer, Seller agrees to facilitate the issuance of a Phase I reliance letter in favor of Buyer (at no cost to Seller). Buyer may cause a new environmental report or reports to be prepared with respect to the Property, at Buyer's option and cost. If prepared, the certification of such report or reports shall include Seller, and a copy of any such report or reports shall be delivered to Seller no later than five (5) days after Buyer's receipt of the completed report or reports.

6. Covenants. From the Opening Date until the closing, Seller agrees that it will not (i) create any new encumbrance or lien affecting the Property other than liens and encumbrances that will be discharged prior to closing, (ii) enter into any new lease or modify, amend, or extend any existing lease without Buyer's prior written consent, or (iii) enter into or extend any service or other vendor contract, the expiration of which is more than 30 days after the closing, unless Seller has obtained Buyer's prior written consent.

7. Information. Promptly after the Opening Date, Seller shall provide to Buyer copies of all leases, surveys, plats, plans, environmental and other reports and studies that are in Seller's possession or under Seller's control relating to the Property, if any. All such information is given without any representation or warranty whatsoever, except as otherwise expressly provided herein. If the sale fails to occur for any reason, such information shall be returned to Seller upon request. Such information shall include all engineering reports, property condition reports, environmental reports, detailed property improvement plans (and status of the same) for the prior 3 years, surveys, title policies, appraisals, entitlement documents, and any other market studies, reviews, capital expenditure plans and material held by Seller relating to the Property.

8. Seller's Representations and Warranties. Seller represents, warrants and covenants to Buyer as follows, with the understanding that Buyer shall rely upon said representations, warranties and covenants:

8.1 Seller is duly organized or formed, validly existing and in good standing under the laws of its state of organization, and is qualified to do business in any jurisdiction where such qualification is required. Seller is the owner of fee simple title to the Property and has all requisite power and authority to own and operate the Property, to execute, deliver and perform its obligations under this Agreement, and to carry out the transaction contemplated by this Agreement. The person who has executed this Agreement on behalf of Seller has been duly authorized to do so.

8.2 This Agreement shall constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

8.3 The authorization, execution, delivery and performance of this Agreement will not (i) violate any provisions of the articles of organization or other



charter documents of Seller, (ii) result in a violation of or a conflict with, or constitute a default (or an event which, with or without due notice or lapse of time, or both, would constitute a default) under any other document, instrument or agreement to which Seller is a party or by which Seller or the Property are subject or bound, (iii) result in the creation or imposition of any lien, restriction, charge or limitation of any kind, upon Seller or the Property, or (iv) violate any law, statute, regulation, rule, ordinance, code, rule or order of any court or governmental authority applicable to Seller or the Property.

8.4 To the Sellers knowledge, neither Seller nor the Property is subject to any commitment, obligation, or agreement, including, without limitation, any right of first refusal, option to purchase or lease granted to a third party, which could or would prevent Seller from completing, or impair Seller's ability to complete, the sale of the Property under this Agreement.

8.5 There are no leases or, with the exception of recorded easements, other agreements (whether oral or written) affecting or relating to the rights of any party with respect to the possession of the Property or any portion thereof, which will be in effect after the close of escrow, and the current Lease between Seller and Buyer shall be terminated at Closing.

8.6 To the Sellers knowledge, there are no liens, encumbrances, claims of liens or encumbrances, easements, encroachments, or other matters affecting the Property, or any portion thereof, except those matters that Seller expects will be disclosed to Buyer in the Title Report.

8.7 To the Sellers knowledge, there are no mechanics' liens or rights to claim a mechanics' lien in favor of any materialman, laborer, or any other person in connection with labor or materials furnished to or performed on any portion of the Property, which will not have been fully paid for on or before the closing or, to Seller's knowledge, which might provide the basis for the filing of such liens against the Property or any portion thereof. To the best of Seller's knowledge, no work has been performed or is in progress nor have materials been supplied to the Property or agreements entered into for work to be performed or materials to be supplied to the Property prior to the date hereof, which will not have been fully paid for on or before the closing or which might provide the basis for the filing of such liens against the Property or any portion thereof.

8.8 To the Sellers knowledge, there is no legal, administrative, arbitration or other proceeding, claim or action of any nature or investigation pending or involving or, to the best of Seller's knowledge, threatened against, Seller or the Property, except as has been disclosed in writing by Seller, which in any way adversely affects or may adversely affect the Property, the ability of the Seller to perform under this Agreement, or which questions or challenges the Seller's participation in the transaction contemplated by this Agreement; and, to the best of Seller's knowledge, there is no valid basis for any such legal, administrative, arbitration or other proceeding, claim or action of any nature or investigation.



8.9 To the Sellers knowledge, no condemnation or eminent domain proceedings affecting the Property have been commenced or, to the best of Seller's knowledge, are contemplated. The Property is not designated by any governmental authority as wetlands.

8.10 To the Sellers knowledge, Seller is not a Foreign Person as defined in §1445 of the Internal Revenue Code of 1986 (the "Code").

8.11 To the Sellers knowledge, the Property has never been utilized for the treatment, storage, or disposal of hazardous substances or wastes or petroleum products and no hazardous substances or wastes or petroleum products have ever been located on the Property. Seller has not conducted and has no knowledge that others have conducted any activity on the Property that could have toxic results, and Seller has not received any notice of any proceeding or any inquiry by any governmental agency with respect thereto. Seller has received no notice of any violations of any local, state, or federal statutes or laws governing the generation, treatment, storage, disposal, or clean-up of hazardous substances, including, without limitation, under the Toxic Substance Control Act of 1976, or the Resource Conservation and Recovery Act of 1976, as they have been amended from time to time.

8.12 To the best of Seller's knowledge, the Property is in compliance with all laws, ordinances, rules, regulations, orders, and requirements of all Governmental Authorities relating to, or regulating, the ownership, use, operation, management, maintenance, and repair of the Property, including, but not limited to, zoning, building, fire, safety and health, and environmental laws. For the purposes of this Section 8.12, "Governmental Authorities" shall mean any board, bureau, commission, department, or body of any municipal, county, state, or federal governmental unit, or any subdivision thereof, having or acquiring jurisdiction over the Property or the management, operation, use, or improvement thereof.

Each of the foregoing representations and warranties shall survive the close of escrow and not be merged therein for a period of eighteen (18) months. Seller shall retain sufficient proceeds of the sale to support the surviving representations until the expiration of the 18-month period.

9. Buyer's Representations and Warranties. Buyer represents, warrants and covenants to Seller as follows, with the understanding that Seller shall rely upon said representations, warranties and covenants:

9.1 Buyer is duly organized or formed, validly existing and in good standing under the laws of its state of organization, and is qualified to do business in any jurisdiction where such qualification is required. Buyer has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, and to carry out the transaction contemplated by this Agreement. The person who has executed this Agreement on behalf of Buyer has been duly authorized to do so.



9.2 This Agreement shall constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

9.3 Buyer acknowledges that consummation of this transaction shall constitute its acknowledgement that it has independently inspected and investigated the Property and has made and entered into this Agreement based upon such inspection and investigation and its own examination of the condition of the real property and agrees to accept the Property in its present condition "AS IS", subject only to Seller's representations and warranties contained in Section 8 hereof.

10. Acknowledgement of Buyer's Possession. Buyer is in possession of the Property under a lease with Seller, and Buyer and/or Buyer's representatives, lenders and agents may be examining the Property, conducting soil tests and/or engineering feasibility studies, surveys or other due diligence. In the event any inspections or tests cause any part of the Property to be removed or otherwise disturbed, Buyer shall cause any such area(s) to be returned to their prior state if the Closing should not occur.

11. Condemnation. In the event of the condemnation (or sale in lieu thereof) of the Property or any portion thereof prior to the close of escrow, Buyer shall have the right to cancel this Agreement, in which event all earnest money shall be returned to Buyer with any interest earned thereon, the Agreement shall be cancelled, and neither party shall have any further rights or obligation hereunder, except as otherwise expressly provided in this Agreement. If condemnation (or sale in lieu thereof) occurs prior to the close of escrow or if Buyer elects to close the escrow notwithstanding the taking of a portion of the Property prior to the close, Buyer shall receive at the Closing credit for (or an assignment of) all awards or payments made therefor by the condemning authority to which Seller has received or is entitled and shall proceed to close the escrow and pay the full purchase price provided herein.

12. Risk of Loss. Except as otherwise specifically provided in this Agreement, the risk of loss or damage to the Property until the close of escrow shall be borne by Seller, understanding that Buyer's current Lease requires Seller to be an additional insured on its insurance.

14. Brokers. Buyer and Seller each warrant that neither of them has dealt with any broker in connection with this transaction. If any person shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as a finder or broker or performance of services as a finder or broker in connection with this transaction, the party under whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless for, from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and expert witness fees and court costs in defending against such claim. This indemnity shall survive the close of escrow or cancellation of this Agreement.



15. Seller's Remedies. If Buyer fails to close when due any other act required by this Agreement, Seller may give written notice to Buyer and Escrow Agent of Buyer's default. Buyer shall have ten business (10) days to cure any such default, and in the event the default has not been cured within the ten (10) business days, Escrow Agent is instructed to cancel the escrow.

17. Buyer's Remedies. If Seller fails to perform when due any act required by this Agreement to be performed, then Buyer's may either: (i) waive such breach and close the transaction; or (ii) seek to specifically enforce this Agreement; or (iii) cancel this Agreement and the escrow, such cancellation to be effective immediately upon Buyer giving written notice of cancellation to Seller and Escrow Agent and without prejudice to other remedies.

18. Conditions Precedent. Buyer's obligations to close shall be subject to the following conditions precedent being true as of closing:

(a) Representations and warranties of Seller being true and correct in all material respects;

b) Delivery by Seller to Escrow Agent of the executed general warranty deed;

(c) Delivery by Seller to Escrow Agent of an executed bill of sale with respect to the Personal Property, in a form reasonably acceptable to Buyer and Seller;

(d) Delivery by Seller to Escrow Agent of an executed assignment agreement, in a form reasonably acceptable to Buyer, assigning to Buyer (i) all permits or licenses that are currently in the Seller's name necessary to enable Buyer to continue to operate the Property currently in place, (ii) all assignable warranties and guaranties from contractors, suppliers, or manufacturers of Personal Property or any work performed on the Property, (iii) all service and maintenance contracts and other written agreements in the Seller's name relating to the maintenance and operation of the Property that Buyer has elected to assume; and (iv) termination of the existing Lease between Buyer and Seller.

(f) Delivery by Seller to Escrow Agent of any title affidavits necessary to issue the title insurance policy;

(g) Escrow Agent has issued a binding commitment to issue the title insurance policy as set forth in Section 4.4 above; and

(h) Receipt by Buyer of a binding financing commitment from Raza Development Fund ("Raza") in an amount of at least \$5,050,000 and terms at least as advantageous to Buyer as those set forth in the term sheet from Raza dated April 22, 2016.



19. Affidavit of Non-Foreign Status. Seller shall deliver to Escrow Agent at the closing an affidavit executed by Seller under penalty of perjury setting forth Seller's taxpayer identification number and stating that Seller is not a foreign person in accordance with Code Section 1445(b)(2). Seller also shall execute and deliver to Escrow Agent at the closing a copy of IRS Form 1099S for filing by Escrow Agent with the U.S. Internal Revenue Service.

20. Assignment; Binding Effect. Buyer may assign or otherwise transfer any of its rights under this Agreement, without the consent of Seller, to an affiliate of Buyer. Any such assignment shall not release Buyer from its obligations hereunder, as Buyer shall be jointly and severally liable with its affiliated assignee. This Agreement is binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

21. Cooperation. Until closing, Seller shall reasonably cooperate with Buyer in obtaining any necessary governmental approvals that are required pursuant to the terms of this Agreement.

22. Attorneys' Fees. In the event of any litigation, arbitration, or other proceeding concerning this Agreement, the prevailing party, as determined by the judge or arbitrator, shall be entitled to recover its costs and reasonable attorneys' fees.

23. Waiver. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

24. Interpretation. This Agreement and the rights, duties and obligations of the parties hereto shall be governed by and construed in accordance with Ohio law. This Agreement has been reached by negotiation between the parties and shall therefore not be construed against the drafter hereof, and the parties each agree to indemnify and hold the drafter hereof harmless for, from and against any injury, cost, liability or expense, and this indemnity shall survive the close of escrow or the cancellation of this Agreement. Jurisdiction and venue are agreed to lie in Franklin County, Ohio where the property is located.

25. Time. Time is of the essence of this Agreement.

26. Notices. All notices, requests, authorizations, approvals, consents and other such communications shall be in writing and shall be delivered in person, by private express freight delivery service (freight prepaid), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission, addressed as set forth on the first page of this Agreement. Notices shall be deemed to be given or received on the date of actual receipt (or refusal of delivery) at the applicable above-stated address



or at such other address as a party may direct from time to time upon written notice to the other party at least ten (10) days prior to the proposed change of address.

27. Further Documentation. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purposes of this Agreement.

28. Time Periods. The time for performance of any obligation or taking of any action under this Agreement shall expire at 5:00 o'clock p.m. (Eastern time) on the last day of the applicable time period. If the time for the performance of any obligation or taking any action under this Agreement falls on a day that is not a Business Day, the time shall be extended to the next following day that is a Business Day. "**Business Day**" is a day other than a Saturday, Sunday or a holiday observed by the United States government, the State of Ohio or Escrow Agent. If any deadline herein is extended to the next Business Day, and such deadline is used to calculate a subsequent date, the extended date which falls on the next Business Day shall be used to calculate the subsequent date.

29. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.

30. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, and facsimile signatures shall be treated as original signatures.

31. Severability. Every provision of this Agreement is intended to be severable. If any portion of this Agreement is determined to be illegal or invalid for any reason, such determination shall not affect the validity or legality of the remainder of this Agreement.

32. Acceptance. This Agreement shall be of no force and effect unless the parties have delivered a fully executed original or copy to Escrow Agent **on or before September 30, 2016**.

33. Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller, except for an assignment by Buyer if permitted herein.


[Remainder of page intentionally left blank. Signature page follows.]



The parties have executed this Agreement as of the date first written above.


BUYER:

THE OHIO ACHIEVEMENT CHARTER
SCHOOL, INC., an Ohio corporation, d/b/a
Millennium Community School

By: 
Name: T. J. JANA M RUSSELL Sr
Its: Executive Director

SELLER:

MILLENNIUM DEVELOPMENT HOLDINGS,
LLC, An Indiana limited liability company

By: 
Name: Andrew Welborn
Its: COO

ESCROW AGENT ACCEPTANCE:

Escrow Agent hereby accepts employment to handle the escrow established by this Agreement in accordance with the terms set forth in this Agreement.

[ADD ESCROW AGENT NAME]

By: _____

Name: _____

Its: _____

Date: _____



Exhibit A

Legal Description

[TO BE ADDED]

COLUMBUS 56714-1 50263v1



ATTACHMENT 6

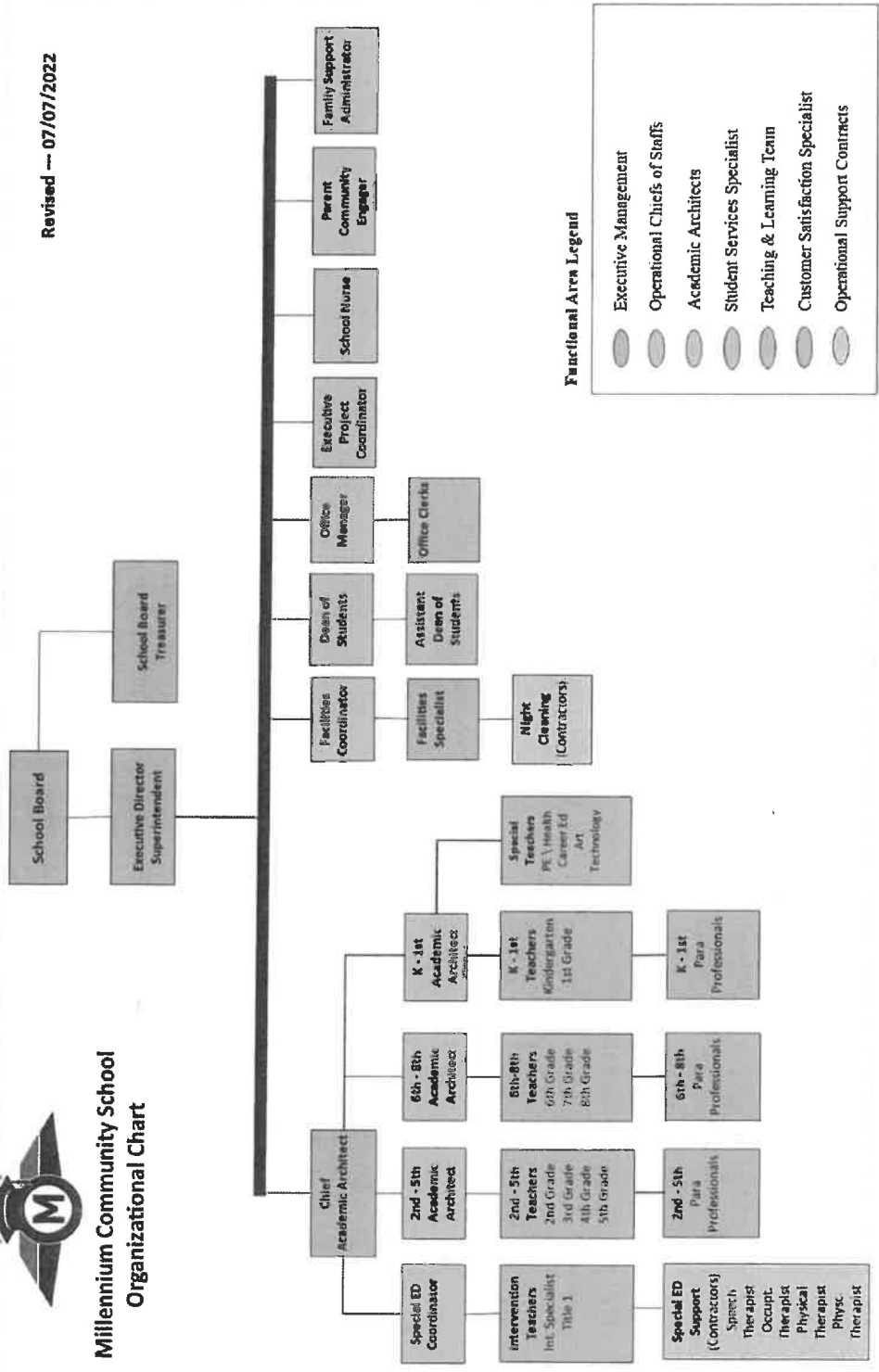
- A. Organization Chart**
- B. Chief Administrative Officer Contract**
- C. Management by Third Party Contract (if applicable)**



Millennium Community School Organization Chart

Revised -- 07/07/2022

Millennium Community School Organizational Chart



Functional Area Legend

- Executive Management
- Operational Chiefs of Staffs
- Academic Architects
- Student Services Specialist
- Teaching & Learning Team
- Customer Satisfaction Specialist
- Operational Support Contracts

1. AGREEMENT

This "At Will" employment agreement is entered into on this date July 1, 2022 between the Board of Trustees (hereinafter referred to as the "Board") of Millennium Community School and Russell, Tijuana hereinafter referred to as the "Employee".

2. EMPLOYMENT

There are 251 work days in this contract. The Board agrees to employ the Employee in the position of Executive Director beginning on July 01, 2022, and ending on June 30, 2023

3. PROFESSIONAL EXPECTATIONS AND STANDARDS

The Employee will be responsible for meeting the professional and personal performance standards and expectations set forth in the job description for Employee's position, (a copy of which is attached hereto) or of such other position that the Employee may be assigned by the Board. By signing this agreement, the Employee acknowledges that he/she has received, read, understood and agrees to perform according to the attached job description, the School Board policies and procedures, which may all be amended from time to time.

4. PROFESSIONAL DEVELOPMENT

I agree to attend professional development training which is being held two (2) weeks prior to the start of the school year and selected days throughout the school year as determined by the Director/Superintendent.

5. CERTIFICATION

The Employee shall represent that he/she holds and maintains a valid certificate or license issued by the State of Ohio sufficient to lawfully permit the Employee to perform the duties as may be assigned under this agreement.

6. SALARY

The Employee shall receive payment for services based on the following:

- a. An annual rate of \$90,000.00 per year to be paid in 24 payments.
- b. In the event an Employee is employed after the contract year has begun an annual salary shall be calculated for the time remaining in the applicable year and shall be paid in equal payment through the conclusion of the year.
- c. There are 248 work days in this contract. The specific days are outlined in a work calendar that is included as an attachment to this agreement. See Attachment.

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7. EMPLOYEE EXPECTATIONS

The normal workday shall be no less than 7.50 hours. The Employee will be expected to work a professional day that includes such additional time, if any, which may be necessary for the performance of his/her duties. In addition, the Employee will be expected to participate in school sponsored activities and events that promote family and community engagement as needed, at the direction of the Director/Superintendent. During the work year and during the professional day, the Employee will devote all of his/her time and effort to the School. The Employee may not have a second job, including self-employment, at any time during the school year, without the express written consent of the Superintendent.

8. HOURS OF WORK

- a. The work day shall begin at **8:00 AM** and conclude at **5:00 PM**.
- b. Employee lunch break is not **inclusive** and is **1 hour**.
- c. The work week shall be Monday through Friday.
- d. Time off will be granted in 4 hour increments.

9. BENEFITS

The Board will provide a medical benefit plan for Employees of the Board. The Employee may participate in such medical benefit plan when the Employee starts to perform the regular duties of employment on a full-time basis, subject to the terms and conditions of such benefit plan. **Benefits for full-time regular Employees will begin, thereafter, on the first day of the month following 30 days employment as a full-time regular Employee.** Attendance at training sessions during the summer, before the school year begins, does not constitute the start of the regular duties of full-time employment for the commencement of benefits. As a full-time regular Employee, the Employee's benefits will continue through the last day of employment. Any changes to the Employee's coverage shall be processed during the open enrollment period.

10. FRINGE BENEFITS

In addition to the salary as herein stated the Employee shall be entitled to the following benefits:

- a. **There are (15) days vacations in this contract.** Please see attached Administrative Operations Calendar.
- b. **Sick days:** Millennium Community School shall provide up to **5** days of paid sick leave per contract period. One (1) day of paid sick leave shall become available after every 30 contract days worked. Unused paid sick leave shall not carry over to any subsequent contract period and will not be paid upon termination of employment or at the conclusion of the contract period.

- c. **Personal days:** Millennium Community School shall provide 3 days of personal leave days which shall be credited at the time of employment. Any personal leave days not used during a contractual year will not be rolled over to sick leave the next contractual year. Upon termination of employment no compensation will be paid for unused personal leave.
- d. **Retirement:** Millennium Community School will pay the employee portion in addition to the employer portion of state retirement systems payment (100% funded by the employer; School Board approved July 2017).

11. INSURANCE

Medical, dental, vision and life insurance offered with percentage being paid by the Millennium Community School and the Employee to be determined each year for all Employees.

12. EVALUATION

The Employee shall receive at least one (1) written evaluation during the term of this agreement.

13. TERMINATION

The Employee's employment may be terminated during the Contract Period at anytime based upon the following criteria:

a. Termination by the Employee

If the Employee wishes to terminate this Agreement before the end of a school year, he/she must provide the School thirty days written notice. If the Employee fails to provide the School thirty (30) days notice, the School will incur the costs of replacing the Employee on an interim basis as well as other expenses associated with his/her expedited replacement. Thus, if the Employee fails to provide the School with at least thirty (30) days written notice he/she hereby acknowledges and agrees that \$1,000 will be deducted from Employee's final paycheck to compensate the School for these costs and that in the alternative, the School reserves the right to initiate a court action against the Employee for recovery of the full replacement costs, plus any attorney's fees and other costs incurred by the School. The School in its sole discretion may waive the thirty days written notice provision if the School and the Employee can agree on a mutually agreeable departure date. In the case where the School and the Employee agree on a departure date that is less than thirty (30) days from the date, the Employee gave notice the School agrees to not seek recovery of any replacement costs.

b. Termination by the School With Cause

The School shall have cause to immediately terminate this Agreement, if any one of the following conditions are present:

- i. If the Employee fails to obtain or maintain his/her certification/licensure or does not make reasonable progress towards becoming certified/licensed as required by the School Board or the Ohio Department Education in order to hold this position.

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Page 3 of 7

- ii. By reason of reorganization, retrenchment, or financial constraints that result in a job elimination or school closing.
- iii. By reason of unsatisfactory performance, misconduct, or conduct unbecoming an Employee or tending to bring disrepute upon the School.
- iv. If the results of the Employee's background investigation (including, but not limited to, criminal history, education, work experience, references, certifications) are unsatisfactory or if the Employee was not truthful on his/her employment application form.
- v. Insufficient student enrollment to justify the position.

c. Termination by the School Without Cause

The School may terminate this Agreement without cause, upon twenty days notice or ten days pay in lieu of notice.

d. Contingency for Insufficient Funding

The School reserves the right to immediately terminate this Agreement, at its sole discretion and without penalty, if School's funding is inadequate to sustain its ongoing operations.

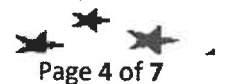
14. BACKGROUND CHECK

An official start date will be provided after approval of eligible bci/fbi background check. All Employees must answer all questions contained on the background information sheet which is attached and made a part of this agreement. If false information is provided it may be the basis for disciplinary action including dismissal.

15. CONFIDENTIALITY

In the course of the Employee's employment with the School, the Employee will have access to confidential information pertaining to the School, the School's students, and the School and the School Board's operations and practices, including, but not limited to, services, techniques, computer programs, marketing practices and procedures, marketing strategies, business plans and strategies, future financial plans, future marketing plans, records, teaching methods, student lists, grades, test results, credit and financial information, cost structures, office procedures, and other trade secrets of the School or the School Board ("Confidential Information.") During the term of this Agreement, and after termination of the Employee's employment, the Employee shall not, directly or indirectly, disclose or convey Confidential Information to any person or entity, or use and Confidential Information for the Employee's own benefit, for the benefit of any other person or entity, or to the detriment of the School or the School Board, without the prior written consent of the School Board, except as may be required by a valid and enforceable order of a court or governmental authority. Further, the Employee agrees to and shall take any and all reasonable steps to protect such Confidential Information from disclosure to any unauthorized third party.

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Page 4 of 7



16. MATERIALS

All property relating to the School's operations and/or belonging to the School, including but not limited to computers, keys, security cards, records, books, files, materials, documents and equipment (the "Materials") which the School supplies to the Employee or which the Employee prepares, uses or comes into contact with in the course of his/her employment with the School, shall be and remain the School's sole property and shall be returned to the School upon termination of the Employee's employment. The Materials shall be in the same condition as when supplied by the School, normal wear and tear excepted. The Employee shall have no right to enforce collection of any lien, debt, or liability against the School through the sale, pledging, withholding as collateral, or any other action with respect to the Materials.

17. NO BINDING AUTHORITY

Employee has no authority to enter into contracts, purchase obligations, or any agreements on behalf of School. This Agreement does not create a partnership between the Parties. The School reserves the right to deduct any purchase obligation from the Employee's pay if Employee obligated the School to a financial expense not authorized by the School Treasurer.

18. DISPUTE RESOLUTION

In any dispute between the Parties involving the application or interpretation of this Agreement, and unless the remedies for enforcement are otherwise specified herein, it is agreed that the Parties will use their best efforts to find resolution through binding mediation under the Basic Rules of Mediation according to FRANKLIN COUNTY MUNICIPAL COURT MEDIATION PROGRAM. 375 S. High Street. 16th Floor. Columbus, Ohio 43215 using a trained, experienced mediator selected by mutual agreement of the Parties or, if no agreement, then as selected by the mediation program. The cost of mediation shall be shared equally by the Parties.

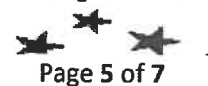
19. SEVERABILITY

In the event that any part of the covenants, promises, and/or agreements herein stated shall be held to be invalid and unenforceable, the remaining terms of this Agreement shall be modified to the extent necessary so as to affect the original intent of the Parties as closely as possible.

20. ASSIGNMENT

This Agreement is a personal contract and Employee may not assign, sell, or transfer Employee's rights, interests, or obligations hereunder. Any assignment contrary to this Paragraph shall be null and void and considered to be of no force and effect. In the event of any attempted assignment or transfer of right hereunder contrary to the provisions hereof, the Board shall have no further liability for payments hereunder and this Agreement shall be considered immediately null and void. The rights and obligations of the Board and affiliates hereunder shall be binding upon and run in favor of the successors and assigns for the Board and its affiliates.

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21. NOTICE

Any notice required or desired to be given hereunder shall be deemed given when hand-delivered to the party, or when deposited with the United States Postal Service, postage prepaid, addressed to the person to receive notice at their address as it appears in the first paragraph of this Agreement.

a. Either party may change the address to which they desire all written communication by providing the other party with such change of address by written request in compliance with the provisions of this paragraph.

22. GOVERNING LAW, JURISDICTION, and VENUE

This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio without regard to its conflict of laws principles. The Parties hereto submit to the jurisdiction and venue of any federal or state court located in Franklin County, Ohio in any action or proceeding arising out of or relating to this Agreement.

23. TECHNOLOGY DEVELOPMENT AND LICENSE AGREEMENT

The Board acknowledges that prior to employment with Millennium Community School, the Employee (Tijuana Russell) had created and implemented, at-no-cost to the Board as a volunteer, technology services and a software product known as the "Accountability Portal", a host of various web-based software applications (modules and reports) that were designed and being developed to assist to schools with improving their efficiency in completing tasks related to the daily operations and functions of a school. Therefore the Board also acknowledges that the Employee shall retain and own all right, title and interest in perpetuity to the results of the Employee's services, products and all artistic materials and intellectual properties which are, in whole or in part, created, developed or produced by the Employee prior, during, and after the employment term whether suggested by or related to his employment hereunder. The Board shall not have any claim to have any right, title or interest herein of any kind or nature. The Employee has already granted Millennium Community School a permanent site-license for the use of the Accountability Portal software. Even upon termination of this agreement the Board has the right to continue using all pre-installed applications and modules related to the Accountability Portal at no additional charge. In addition, upon termination of this agreement the Board acknowledges that requests for updates, services, support, and customizations after the termination may include charges for said request.

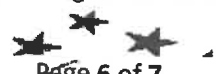
24. LEGAL REVIEW

Employee acknowledges that they have been given adequate time to seek legal representation of their own choosing to represent them in the review and negotiation of this Agreement. Should employee so choose to pursue such counsel, any and all legal expenses so incurred shall be at the sole-expense and obligation of the employee.

25. ENTIRE AGREEMENT; BINDING AGREEMENT

This Agreement supersedes all previous agreements of all kinds and forms, if any, between the School Board and Employee and constitutes the entire agreement of the Parties. No representations,

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promises, or understandings, either express or implied, modifying this Agreement shall be binding unless contained in a writing signed by Employee and School Board of Trustees. All terms and provisions of this Agreement shall inure to the benefit of, be enforceable by, and shall be binding upon and enforceable against the Parties hereto.

26. SCHOOL POLICIES

- a. **Abide by all policies established by Board.** Employee agrees to abide by all policies, standards and regulations of the Board, the State of Ohio, and the U. S. Government.
- b. **Changes to Board Policies.** Employee agrees and acknowledges that Board policies may be created, eliminated, changed, or amended from time to time, at any time, and at the sole discretion of Board, and that Employee agrees to abide by all such new policies and changes or amendments to existing policies. It is the Employee's responsibility to frequently review the Board Policy Manual to ensure knowledge of all Policies approved by the Board.

26. COMPENSATION SUMMARY

The following are the Employee's gross salary, gross per pay amount, number of pays in agreement and dates of first and last pays in agreement, and this is applicable only to salary Employees.

Annual Salary: \$90,000.00 Gross per pay: \$3,750.00 # of pays: 24

Date of first pay: July 15, 2021 Date of last pay: June 30, 2022

There are 248 work days in this contract.

27. SIGNATURES

I acknowledge by signing this agreement that I will and must abide by all rules and regulations regarding the Millennium Community School.

Tijwana Russell
Employee Printed Name

[Signature]
Employee Signature

7/1/22
Date

Treasurer

Date

Board Approval Date

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**NOT
APPLICABLE**