

### **Exhibit A to Attachment 9.3**

- Licenses, Transcripts, and Certificates for all hours of training
-

ATTACHMENT 9.3

Certification of Fiscal Officer

I, Todd Johnson, hereby certify that I am licensed as provided for under R.C. 3301.074 (license attached and made a part of this certificate). I hereby certify that I will provide all and all closing responsibilities required by the Sponsor, the School, and the Department of Education should the School close for any reason.

Fiscal Officer

Todd Johnson

6/12/18

Date

School

Ms. Dennis

6/12/18

Date

## ATTACHMENT 9.4

- Treasurer's Bond
-

THE  
**CINCINNATI**  
INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: 0582536  
Bond Amount: \$25,000.00  
Bond Origination Date: April 14, 2015

Principal:

Todd Johnson  
17769 COUNTY LINE RD  
OSTRANDER, OH 43061-9502

Obligee:

Berwyn East Academy

1850 BOSTWICK RD  
COLUMBUS, OH 43227-3374

It is expressly understood and agreed that the subject bond and all renewal or continuation certificates attached thereto (including this one) are not cumulative, and that the total liability of THE CINCINNATI INSURANCE COMPANY under the attached bond and all such renewal or continuation certificates shall not exceed the penalty named in the subject bond.

This bond is extended to 04/14/2018

Signed and sealed this 15th day of March 2017



THE CINCINNATI INSURANCE COMPANY

*Kimberly M Michallow*  
\_\_\_\_\_  
ATTORNEY-IN-FACT Kimberly M Michallow

Agency: Lauterbach & Eilber, Inc. 34289  
P.O. Box 20285  
Columbus, OH 43220

BN-1003(3/97)

### **Licensed School Treasurer Employment Agreement**

This Employment Agreement ("Agreement"), is effective as of the 1<sup>st</sup> day of July 2017, between the Berwyn East Academy, an Ohio non-profit corporation ("Corporation"), and Todd Johnson, an individual ("Employee").

**WHEREAS**, the Corporation is an Ohio non-profit corporation, organized and operated under Chapters 1702 and 3314 of the Ohio Revised Code;

**WHEREAS**, Employee is a licensed School Treasurer with experience in Ohio public community schools.

**WHEREAS**, the Corporation and Employee desire to set forth in this Agreement the terms, conditions, and consideration under which Employee will provide the Services to the Board of Directors.

**NOW THEREFORE**, in consideration of the agreements and conditions contained herein, the parties agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein by reference.
2. **Term**. The term of this Agreement commences on July 1, 2017 and continues until June 30, 2018 ("Term"). The parties may renew this Agreement following the initial term or any renewal term, through a writing signed by both parties.
3. **Services**. Services shall be performed in accordance with a schedule determined by the Corporation and the Employee, which may be amended, from time to time. (See Exhibit A – Scope of Work attached hereto and made a part hereof.) Due to BEA's need for professional services, Employee may need to be on the BEA premises from time to time, as necessitated by the Services.
4. **Consideration and Payment**. The Corporation agrees to and shall pay to a sum equal to \$ 1,600.00 per month, either monthly or twice a month, with all customary and legal deductions and withholdings required by law. The Treasurer will be reimbursed for mileage to attend board meetings at the current IRS reimbursement rate.
5. **Taxes and Benefits**. The Corporation shall not provide any benefits to Employee at all except for the customary "Employer's Portion" of the State Public Employee Retirement System.
6. **Qualifications and Materials**. Employee acknowledges and agrees that it/he/she is performing the Services under this Agreement as an experienced, licensed and bonded public school treasurer and a public official under the laws of the State of Ohio. Employee does not have to devote his full or exclusive time to Services performed under this Agreement, however, has to perform all of the Services in a timely manner, regularly and consistently without interruption. Employee is the provider of his own supplies and equipment, except for a computer provided by the Corporation of the nature and quality agreed to between the parties as sufficient at the outset of this Agreement, which computer shall belong to the Corporation and shall be accessible at any time by the Corporation. Employee must give a designated person or persons the passcodes and all access to the information on the computer. All Corporation materials, records, equipment, materials or supplies used by Employee, including the above-mentioned computer shall be returned to Corporation in good order and repair promptly upon demand or termination or expiration of this Agreement. Employee must provide Corporation clean BCI&I/FBI background checks of Employee, before work begins. Employee consents to the release of its background checks to the Corporation.
7. **Confidentiality**. In the course of this Agreement, Employee may have access to confidential information such as, Corporation's students, and Corporation's operations and practices, including, but not limited to, services, techniques, computer programs, marketing practices and procedures, marketing strategies, grants and grant applications, finances, licensed curriculum methods or materials, business plans and strategies, future financial plans, future marketing plans, records, teaching methods, educational records, credit and financial information, cost structures, office procedures, and other trade secrets of Corporation ("Confidential Information"). Employee shall not disclose or convey Confidential Information to any person or entity, except as may be required by law, rule, order, regulation or a regulatory agency in charge of such information.
8. **Termination**. This Agreement is an AT WILL Employment Agreement and may be terminated by either party for any or no cause, at any time, without any further liability whatsoever, and without prior written notice; provided however, BEA and Employee agree to use best efforts to give each other 30 days prior written notice of termination due to the legal necessity of the Service being provided hereunder.
9. **Entire Agreement**. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

10. **Succession and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither party may assign this Agreement or any of their respective rights, interests, or obligations hereunder without the prior written consent of the other party.

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

12. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13. **Governing Law.** This Agreement was executed and shall be performed in the State of Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

14. **Amendments and Waivers.** No amendment, modification, or waiver of any term or provision of this Agreement shall be valid or effective unless the same shall be in writing and signed by both of the parties hereto. Further, no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

15. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any illegal term or phrase shall be modified to the fullest extent permitted by law in order to most closely effectuate the original intent of the offending term or phrase.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on and as of the date first written herein above.

**Corporation**

Berwyn East Academy

By: \_\_\_\_\_

Its: \_\_\_\_\_

*[Handwritten Signature]*  
*President*

**Employee**

\_\_\_\_\_  
*[Handwritten Signature]*

Address \_\_\_\_\_

Telephone numbers (home, work and cell), facsimilie number and Email \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT 9.5

- Projected Budget/Financial Plans
  - Five-Year Projection of Operational Revenues and Expenditures under R.C. §5705.391
  - Amount of Per-Pupil Expenditure Assumed
  - ODE Per-Pupil Expenditure Worksheet
  - Financial Information Summary (FIS)
  - CCIP, SOES, OEDS-R Forms
  - Policies and Procedures Regarding Internal Financial Controls
-

IRN: 014090

Community School Budget

Berwyn East Academy  
Budget for Fiscal Year 2018

FUNCTION	INSTRUCTION	SUPPORT SERVICES	ADMINISTRATIVE SERVICES	FISCAL/BUSINESS SERVICES	OPERATIONS & MAINTENANCE	PUPIL TRANSPORTATION	SUPPORT/FOOD SERVICES	EXTRACURRICULAR ACTIVITIES	FACILITIES/ CONSTRUCTION SERVICES	ALL OTHER EXPENSE	TOTAL
OBJECT	A	B	C	D	E	F	G	H	I	J	
	100	2100-2200	2300-2400	2500-2600	2700	2800	2900-3100	4000	5000	6000-7000	
SALARIES	\$ 483,440.00	\$ -	\$ 104,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 587,940.00
100											
RETIREMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FRINGE	\$ 189,431.91	\$ -	\$ 30,198.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 219,630.73
BENEFITS											
200											
PURCHASED SERVICES	\$ -	\$ -	\$ 320,319.46	\$ 24,200.00	\$ 214,544.14	\$ -	\$ 99,513.21	\$ -	\$ -	\$ -	\$ 666,576.81
400											
SUPPLIES	\$ 35,920.98	\$ 10,000.00	\$ 32,785.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,706.10
500											
CAPITAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OUTLAY											
600											
OTHER	\$ -	\$ -	\$ 9,839.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,839.59
800											
TOTAL	\$ 708,792.89	\$ 10,000.00	\$ 497,642.99	\$ 24,200.00	\$ 214,544.14	\$ -	\$ 99,513.21	\$ -	\$ -	\$ 30,000.00	\$ 1,584,693.23

BUDDGET PER PUPIL

ESTIMATED STUDENT ENROLLMENT	154	4,593.34	64.81	3,224.98	156.83	1,390.36	644.90	194.42	10,269.63

Assumptions:

- Funded FTEs of 154
- Assumes 13 Instructional Staff and 2 Admin / Operations Staff
- Returning Teachers receive an average of 3% salary increase
- Lease expense current agreement terms
- Management Fees are assumed to be 13% of state aid revenue plus a fixed fee of \$20,000 for grant management services

FY18 - October 2017 Submission  
 IRN No.: 014090

Type of School: Community

County: Franklin

**School Name: Berwyn East Academy**  
 Statement of Receipt, Disbursements, and Changes in Fund Cash Balances  
 For the Fiscal Years Ended 2013 through 2017, Actual and  
 the Fiscal Years Ending 2018 through 2022, Forecasted

	Actual					Forecasted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
<b>Operating Receipts</b>										
State Foundation Payments (3110, 3211)	\$ -	\$ 494,569	\$ 884,531	\$ 1,305,561	\$ 1,143,505	\$ 1,221,880	\$ 1,597,527	\$ 1,874,155	\$ 2,269,062	\$ 2,289,339
Charges for Services (1500)	-	-	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	-	38,104	37,534	11,764	11,725	-	-	-	-	-
<b>Total Operating Receipts</b>	\$ -	\$ 530,673	\$ 922,065	\$ 1,317,315	\$ 1,155,230	\$ 1,221,880	\$ 1,597,527	\$ 1,874,155	\$ 2,269,062	\$ 2,289,339
<b>Operating Disbursements</b>										
100 Salaries and Wages	\$ -	\$ -	\$ 386,374	\$ 669,731	\$ 688,470	\$ 587,940	\$ 673,407	\$ 761,439	\$ 852,111	\$ 875,504
200 Employee Retirement and Insurance Benefits	-	-	138,387	145,301	207,584	219,631	254,901	291,230	328,648	337,972
400 Purchased Services	-	504,377	328,393	548,345	536,115	658,577	746,621	817,844	914,565	932,181
500 Supplies and Materials	-	13,355	98,272	65,725	33,103	78,706	69,423	70,162	70,923	71,706
600 Capital Outlay - New	-	-	-	-	30,572	30,000	10,000	10,000	10,000	10,000
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-	-	-
800 Other	-	12,841	1,077	135	9,553	9,840	10,135	10,439	10,752	11,075
819 Other Debt	-	-	-	-	-	-	-	-	-	-
<b>Total Operating Disbursements</b>	\$ -	\$ 530,573	\$ 952,503	\$ 1,429,237	\$ 1,505,397	\$ 1,584,693	\$ 1,764,487	\$ 1,961,113	\$ 2,186,998	\$ 2,238,437
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ -	\$ 100	\$ (30,438)	\$ (111,922)	\$ (350,168)	\$ (362,813)	\$ (166,960)	\$ (86,959)	\$ 82,064	\$ 50,902
<b>Nonoperating Receipts/(Disbursements)</b>										
Federal Grants (all 4000 except fund 532)	\$ -	\$ -	\$ 59,319	\$ 241,031	\$ 359,707	\$ 212,837	\$ 238,213	\$ 254,253	\$ 276,611	\$ 279,210
State Grants (3200, except 3211)	-	-	-	-	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	-	29,526	1,787	681	1,635	576
Interest and Fiscal Charges	-	-	-	-	-	-	-	-	-	-
Transfers - In	-	-	-	-	-	-	-	-	-	-
Transfers - Out	-	-	-	-	-	-	-	-	-	-
<b>Total Nonoperating Revenues/(Expenses)</b>	\$ -	\$ -	\$ 59,319	\$ 241,031	\$ 359,707	\$ 242,363	\$ 240,000	\$ 254,934	\$ 278,246	\$ 279,786
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ -	\$ 100	\$ 28,881	\$ 129,109	\$ 9,539	\$ (120,450)	\$ 73,041	\$ 167,975	\$ 360,310	\$ 330,688
Fund Cash Balance Beginning of Fiscal Year	\$ -	\$ -	\$ 100	\$ 28,981	\$ 158,090	\$ 167,629	\$ 47,179	\$ 120,219	\$ 288,194	\$ 648,504
Fund Cash Balance End of Fiscal Year	\$ -	\$ 100	\$ 28,981	\$ 158,090	\$ 167,629	\$ 47,179	\$ 120,219	\$ 288,194	\$ 648,504	\$ 979,193

**Assumptions**

	Actual					Forecasted				
	Fiscal Year 2013	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022
<b>Staffing/Enrollment</b>										
Total Student Enrollment			122	164	148	154	211	245	294	294
Instructional Staff						13 00	15 00	17 00	19 00	19 00
Administrative Staff						2 00	2 00	2 00	2 00	2 00
Other Staff										
<b>Purchased Services</b>										
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,698.43	\$ 68,699.39	\$ 70,760.37	\$ 72,883.18	\$ 75,069.67
Utilities	-	-	-	-	-	47,255.82	48,673.50	50,133.70	51,637.71	53,186.85
Other Facility Costs	-	-	-	-	-	100,589.88	103,607.58	106,715.81	109,917.28	113,214.80
Insurance	-	-	-	-	-	6,236.65	6,423.75	6,616.46	6,814.96	7,019.40
Management Fee	-	-	-	-	-	174,832.44	222,164.62	257,164.45	307,129.58	309,687.14
Sponsor Fee	-	-	-	-	-	36,656.41	47,925.82	56,224.64	68,071.86	68,680.88
Audit Fees	-	-	-	-	-	24,200.00	19,776.00	20,369.28	20,980.36	21,609.77
Contingency / Other Purch Svcs	-	-	-	-	-	69,502.80	71,500.62	73,558.37	75,677.86	77,860.93
Transportation	-	-	-	-	-	-	-	-	-	-
Food Service	-	-	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	78,854.37	105,566.84	122,450.25	145,985.53	148,721.56
Marketing	-	-	-	-	-	36,000.00	37,080.00	38,162.40	39,338.17	40,518.32
Consulting	-	-	-	-	-	17,750.00	15,202.50	15,658.58	16,128.33	16,612.18
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 659,578.81	\$ 746,620.61	\$ 817,844.30	\$ 914,564.82	\$ 932,180.80
<b>Receipts</b>										
Opportunity Grant per FTE Student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,880.96	\$ 6,559.84	\$ 6,625.44	\$ 6,691.69	\$ 6,758.61
Targeted Assistance per FTE Student	-	-	-	-	-	-	-	-	-	-
K-3 Literacy Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Econ Disadvantaged Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Career Tech Funding per FTE Student	-	-	-	-	-	837.46	820.86	820.86	820.86	820.86
Gifted Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
LEP Funding	-	-	-	-	-	-	-	-	-	-
State Special Education Funding	-	-	-	-	-	-	-	-	-	-
Transportation Funding	-	-	-	-	-	-	-	-	-	-
Facilities Funding per FTE Student	-	-	-	-	-	-	-	-	-	-
Food Services Receipts per FTE Student	-	-	-	-	-	200.00	201.30	203.32	205.35	207.40
Title I Allocation per Eligible FTE Student	-	-	-	-	-	485.47	475.98	474.81	471.72	480.56
Title II-A Allocation per Eligible FTE Student	-	-	-	-	-	655.40	479.99	412.79	343.99	343.99
Title VI-B (IDEA B) Funding	-	-	-	-	-	18.85	13.81	11.87	9.89	9.89
USDOE Competitive Grants	-	-	-	-	-	23,882.18	23,882.18	23,882.18	23,882.18	23,882.18
ODE Competitive Grants	-	-	-	-	-	-	-	-	-	-
E-Rate Grants	-	-	-	-	-	-	-	-	-	-
Guam Philanthropic Grants	-	-	-	-	-	-	-	-	-	-
Foundation Grants	-	-	-	-	-	-	-	-	-	-
Other Grants	-	-	-	-	-	-	-	-	-	-
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
<b>Disbursements</b>										
Instruction Percentage of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	47.05%	48.33%	49.63%	50.19%	50.32%
Admin/Operations Percentage of Budget	0.00%	0.00%	0.00%	0.00%	0.00%	52.95%	51.67%	50.37%	49.81%	49.68%
Instruction Supplies/Tech per FTE Student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162.01	\$ 73.33	\$ 64.95	\$ 55.75	\$ 57.42
Instruction Supplies/Tech per Teacher	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,923.08	\$ 1,030.00	\$ 938.09	\$ 862.68	\$ 888.56
Inflation Adjustment for Instruction Staff	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Inflation Adjustment for Admin/Ops Staff	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Inflation Adjustment for Instruction Sup/Tech	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Inflation Adjustment for Admin/Ops Sup/Tech	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Inflation Adjustment for Facilities Expenses	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
One-Time Facilities/Utilities Improvements	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Sponsor Fees (% of State Foundation)	0.00%	0.00%	0.00%	0.00%	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Other Unrestricted Expenses / Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Financial Metrics</b>										
Debt Service Payments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Debt Service Coverage	XXXX	0.00%	0.00%	34.75%	-9.78%	4.27%	36.54%	16.28%	20.00%	0.00%
Growth in Enrollment	XXXX	0.00%	0.00%	0.00%	0.00%	-1.87%	-66.67%	0.00%	0.00%	0.00%
Growth in New Capital Outlay	XXXX	0.00%	73.75%	42.87%	-12.30%	5.77%	30.74%	17.32%	21.07%	0.89%
Growth in Operating Receipts	XXXX	0.00%	0.00%	306.33%	49.24%	-32.62%	-0.97%	11.87%	9.14%	0.55%
Growth in Non-Operating Receipts/Expenses	XXXX	0.00%	0.00%	306.33%	49.24%	-32.62%	-0.97%	11.87%	9.14%	0.55%
Days of Cash	0.00	0.00	0.04	7.40	38.33	38.61	9.76	22.38	48.10	105.75

**Assumptions Narrative Summary**

The School projects \$1,216,992 in total state aid for FY2018 based on funded FTEs of 154. Annual total state aid is anticipated to grow at 1% per year after FY2018. Funded FTEs will grow to 211 in FY2019, 245 in FY20 and to capacity of 294 for fiscal years of 2021 - 2022. FY2018 staffing is comprised of 15 employees totaling \$602,940 in gross salaries. It is assumed that for every additional 25 students enrolled each year, one teacher will be added to the staff at a starting annual salary of \$35,000. Returning teachers are expected to receive an average annual salary increase of 3% per year. Rent expense for FY2018 assumes the current terms of the lease agreement. Management fees for Accel Schools is included in this forecast at 13% of state aid plus a fixed fee of \$20,000 for grant management services per the management agreement.

# Community School Report

OHIO DEPARTMENT OF EDUCATION  
 OFFICE OF BUDGET AND SCHOOL FUNDING  
 FY18 DETAIL FUNDING REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL  
 APRIL 2018

SCHOOL IRN: 014090  
 SCHOOL: Berwyn East Academy COUNTY: Franklin

E-School: NO  
 Sponsor: North Central Ohio ESC

**Student Summary:**

a - Total Student FTE (a1 + (a2 * 0.20)):		151
a1 - Total Student FTE:		
a2 - JVS FTE:	158.15	
b - Special Education Data FTE	0.00	
b1 - Category 1 Special Education FTE:		
b2 - Category 2 Special Education FTE:	0.00	
b3 - Category 3 Special Education FTE:	4.51	
b4 - Category 4 Special Education FTE:	2.38	
b5 - Category 5 Special Education FTE:	0.00	
b6 - Category 6 Special Education FTE:	0.00	
c - Career Tech Student FTE		
c1 - Category 1 Career Tech FTE:		
c2 - Category 2 Career Tech FTE:	0.00	
c3 - Category 3 Career Tech FTE:	0.00	
c4 - Category 4 Career Tech FTE:	0.00	
c5 - Category 5 Career Tech FTE:	0.00	
d - Limited English Proficiency(LEP) FTE		
d1 - Category 1 LEP FTE:	0.00	
d2 - Category 2 LEP FTE:	0.00	
d3 - Category 3 LEP FTE:	0.00	
e - K-3 Community School FTE:	106.68	
f - Economic Disadvantaged FTE:	158.15	
g - Graduation Bonus Factors(Based on FY17 Report Card Data)		
g1 - 4 Year Adjusted Graduation Rate:	0.00	
g2 - # of Graduates:	0.00	
h - 3rd Grade Reading Bonus Factors(Based on FY17 Report Card Data)		
h1 - 3rd Grade Reading Proficiency Percentage:	15.00	
h2 - # of Students Scoring Proficient or Higher on 3rd Grade Reading Test:	3.00	
i - Community School Transportation FTE:	0.00	

**Detailed Calculation of Funding Components of the Formula:**

A - Opportunity Grant (\$6,010 * a):		\$950,48:
B - Targeted Assistance (Resident district's per-pupil amount of targeted assistance * a * 0.25):		\$24,62:
C - K-3 Literacy Funding (\$320 * e):		\$34,13:
D - Economic Disadvantaged Funding (f * \$272 * District's Economically Disadvantaged Index):		\$137,52:
E - Limited English Proficiency Funding (E1+E2+E3):		\$1
E1. Category-1 LEP Funding (d1* \$1,515):	\$0.00	
E2. Category-2 LEP Funding (d2* \$1,136):	\$0.00	
E3. Category-3 LEP Funding (d3* \$758):	\$0.00	
F - Special Education Additional Funding (F1+F2+F3+F4+F5+F6):		\$40,96:
F1. Category-1 Special Education Funding (b1 * \$1,578):	\$0.00	
F2. Category-2 Special Education Funding (b2 * \$4,005):	\$18,062.55	
F3. Category-3 Special Education Funding (b3 * \$9,622):	\$22,900.36	
F4. Category-4 Special Education Funding (b4 * \$12,841):	\$0.00	
F5. Category-5 Special Education Funding (b5 * \$17,390):	\$0.00	
F6. Category-6 Special Education Funding (b6 * \$25,637):	\$0.00	
G - Career Tech Education Funding (G1+G2+G3+G4+G5):		\$1
G1. Category-1 Career Tech Education Funding(c1 * \$5,192):	\$0.00	
G2. Category-2 Career Tech Education Funding(c2 * \$4,921):	\$0.00	
G3. Category-3 Career Tech Education Funding(c3 * \$1,795):	\$0.00	
G4. Category-4 Career Tech Education Funding(c4 * \$1,525):	\$0.00	
G5. Category-5 Career Tech Education Funding(c5 * \$1,308):	\$0.00	
H - Transportation Funding:		\$1
I - Total Funding (A+B+C+D+E+F+G+H):		\$1,187,721

**ADDITIONAL AID ITEMS (Not deducted from School District):**

J - Facilities Funding (a * \$200 brick and mortar or \$25 e-school * proration %):	\$30,85:
K - ESC Contract Deduction:	\$1

L - Graduation Bonus (\$6,010 * .075 * g1 * g2):	\$1
M - 3rd Grade Reading Bonus (\$6,010 * .075 * h1 * h2):	\$20:
-----	
N - Total Net State Funding (I+J+K+L+M):	\$1,218,78:
-----	

(Note: E-schools are not eligible for line items B, C, D, E, and H)

### Community School Summary Report

OHIO DEPARTMENT OF EDUCATION  
OFFICE OF BUDGET AND SCHOOL FUNDING  
FY18 SUMMARY FUNDING REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL  
APRIL 2018

SCHOOL IRN: 014090

SCHOOL: Berwyn East Academy                      COUNTY: Franklin

E-School: NO  
SPONSOR: North Central Ohio ESC

**FUNDING COMPONENTS:**

A Opportunity Grant:	\$950,481.50
B Targeted Assistance:	\$24,625.00
C K-3 Literacy Funding:	\$34,137.60
D Economic Disadvantaged Funding:	\$137,521.22
E Limited English Proficiency (LEP) Funding:	\$0.00
F Special Education Additional Funding:	\$40,962.91
G Career Tech Education Funding:	\$0.00
H Transportation Funding:	\$0.00

-----  
I Total Funding (A+B+C+D+E+F+G+H):                      \$1,187,728.31  
-----

ADDITIONAL AID ITEMS (Not deducted from School District):

J Facilities Funding (Proration percentage):	\$30,852.77
K ESC Contract Deduction:	\$0.00
L Graduation Bonus:	\$0.00
M 3rd Grade Reading Bonus:	\$202.84

-----  
N Total Net State Funding (I+J+K+L+M):                      \$1,218,783.92  
-----

### Community School District Detail Report

OHIO DEPARTMENT OF EDUCATION  
OFFICE OF BUDGET AND SCHOOL FUNDING  
FY18 DISTRICT BREAKDOWN REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL  
PAYMENT FOR APRIL 2018

05/0:

IRN: 014090 School: Berwyn East Academy  
SPONSOR: North Central Ohio ESC

County: Franl

District Breakdown report:

IRN: 043802 District: Columbus City Schools

County: Franl

Student Summary:

a - Total Student FTE (a1 + (0.20 * a2)):		136.54
a1 - Total Student FTE:		
a2 - JVS Student FTE:	136.54	
b - Special Education Data FTE	0.00	
b1 - Category 1 Special Education FTE:	0.00	
b2 - Category 2 Special Education FTE:	3.25	
b3 - Category 3 Special Education FTE:	2.38	
b4 - Category 4 Special Education FTE:	0.00	
b5 - Category 5 Special Education FTE:	0.00	
b6 - Category 6 Special Education FTE:	0.00	

c - Career Tech Student FTE	
c1 - Category 1 Career Tech FTE:	0.00
c2 - Category 2 Career Tech FTE:	0.00
c3 - Category 3 Career Tech FTE:	0.00
c4 - Category 4 Career Tech FTE:	0.00
c5 - Category 5 Career Tech FTE:	0.00
d - Limited English Proficiency(LEP) FTE	
d1 - Category 1 LEP FTE:	0.00
d2 - Category 2 LEP FTE:	0.00
d3 - Category 3 LEP FTE:	0.00
e - K-3 Community School FTE:	93.18
f - Economic Disadvantaged FTE:	136.54
g - District's Economically Disadvantaged Index:	3.41528426
h - District's Targeted Assistance:	\$29,334,611.23
i - District's Net Formula ADM:	52,718.67
j - District's per-pupil amount of targeted assistance (h/i)	\$556.44
k - Community School Transportation FTE:	0.00

Detailed Calculation of Funding Components of the Formula:

A - Opportunity Grant (\$6,010 * a):		\$820,1
B - Targeted Assistance (j * a * 0.25):		\$18,1
C - K-3 Literacy Funding (\$320 * e):		\$29,1
D - Economic Disadvantaged Funding (f * \$272 * g):		\$126,1
E - Limited English Proficiency Funding (E1+E2+E3):		
E1 Category-1 LEP Funding (d1 * \$1,515):	\$0.00	
E2 Category-2 LEP Funding (d2 * \$1,136):	\$0.00	
E3 Category-3 LEP Funding (d3 * \$758):	\$0.00	
F - Special Education Additional Funding (F1+F2+F3+F4+F5+F6):		\$35,1
F1 Category-1 Special Education Funding (b1 * \$1,578):	\$0.00	
F2 Category-2 Special Education Funding (b2 * \$4,005):	\$13,016.25	
F3 Category-3 Special Education Funding (b3 * \$9,622):	\$22,900.36	
F4 Category-4 Special Education Funding (b4 * \$12,841):	\$0.00	
F5 Category-5 Special Education Funding (b5 * \$17,390):	\$0.00	
F6 Category-6 Special Education Funding (b6 * \$25,637):	\$0.00	
G - Career Tech Education Funding (G1+G2+G3+G4+G5):		
G1 Category-1 Career Tech Funding (c1 * \$5,192):	\$0.00	
G2 Category-2 Career Tech Funding (c2 * \$4,921):	\$0.00	
G3 Category-3 Career Tech Funding (c3 * \$1,795):	\$0.00	
G4 Category-4 Career Tech Funding (c4 * \$1,525):	\$0.00	
G5 Category-5 Career Tech Funding (c5 * \$1,308):	\$0.00	
H - Transportation Funding:		
I - Total Deduction Amounts (A+B+C+D+E+F+G+H):		\$1,032,1

OHIO DEPARTMENT OF EDUCATION  
OFFICE OF BUDGET AND SCHOOL FUNDING  
FY18 DISTRICT BREAKDOWN REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL  
PAYMENT FOR APRIL 2018

05/0:

IRN: 014090 School: Berwyn East Academy  
SPONSOR: North Central Ohio ESC

County: Franl

District Breakdown report:

IRN: 045070 District: Whitehall

County: Franl

Student Summary:

a - Total Student FTE (a1 + (0.20 * a2)):		3.48
a1 - Total Student FTE:	3.48	
a2 - JVS Student FTE:	0.00	
b - Special Education Data FTE		
b1 - Category 1 Special Education FTE:	0.00	
b2 - Category 2 Special Education FTE:	0.00	
b3 - Category 3 Special Education FTE:	0.00	
b4 - Category 4 Special Education FTE:	0.00	
b5 - Category 5 Special Education FTE:	0.00	
b6 - Category 6 Special Education FTE:	0.00	
c - Career Tech Student FTE		
c1 - Category 1 Career Tech FTE:	0.00	
c2 - Category 2 Career Tech FTE:	0.00	
c3 - Category 3 Career Tech FTE:	0.00	
c4 - Category 4 Career Tech FTE:	0.00	
c5 - Category 5 Career Tech FTE:	0.00	
d - Limited English Proficiency(LEP) FTE		
d1 - Category 1 LEP FTE:	0.00	
d2 - Category 2 LEP FTE:	0.00	
d3 - Category 3 LEP FTE:	0.00	
e - K-3 Community School FTE:	3.48	
f - Economic Disadvantaged FTE:	3.48	

g - District's Economically Disadvantaged Index:	3.27871300
h - District's Targeted Assistance:	\$7,566,603.27
i - District's Net Formula ADM:	3,427.54
j - District's per-pupil amount of targeted assistance (h/i)	\$2,207.59
k - Community School Transportation FTE:	0.00

Detailed Calculation of Funding Components of the Formula:

A - Opportunity Grant (\$6,010 * a):		\$20,1
B - Targeted Assistance (j * a * 0.25):		\$1,1
C - K-3 Literacy Funding (\$320 * e):		\$1,1
D - Economic Disadvantaged Funding (f * \$272 * g):		\$3,1
E - Limited English Proficiency Funding (E1+E2+E3):		
E1 Category-1 LEP Funding (d1 * \$1,515):		
E2 Category-2 LEP Funding (d2 * \$1,136):	\$0.00	
E3 Category-3 LEP Funding (d3 * \$758):	\$0.00	
F - Special Education Additional Funding (F1+F2+F3+F4+F5+F6):		
F1 Category-1 Special Education Funding (b1 * \$1,578):		
F2 Category-2 Special Education Funding (b2 * \$4,005):	\$0.00	
F3 Category-3 Special Education Funding (b3 * \$9,622):	\$0.00	
F4 Category-4 Special Education Funding (b4 * \$12,841):	\$0.00	
F5 Category-5 Special Education Funding (b5 * \$17,390):	\$0.00	
F6 Category-6 Special Education Funding (b6 * \$25,637):	\$0.00	
G - Career Tech Education Funding (G1+G2+G3+G4+G5):		
G1 Category-1 Career Tech Funding (c1 * \$5,192):		
G2 Category-2 Career Tech Funding (c2 * \$4,921):	\$0.00	
G3 Category-3 Career Tech Funding (c3 * \$1,795):	\$0.00	
G4 Category-4 Career Tech Funding (c4 * \$1,525):	\$0.00	
G5 Category-5 Career Tech Funding (c5 * \$1,308):	\$0.00	
H - Transportation Funding:		\$0.00
-----		
I - Total Deduction Amounts (A+B+C+D+E+F+G+H):		\$27,1

OHIO DEPARTMENT OF EDUCATION  
OFFICE OF BUDGET AND SCHOOL FUNDING  
FY18 DISTRICT BREAKDOWN REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL  
PAYMENT FOR APRIL 2018

05/0:

IRN: 014090 School: Berwyn East Academy  
SPONSOR: North Central Ohio ESC

County: Franl

District Breakdown report:

IRN: 046896 District: Pickerington

County: Franl

Student Summary:

a - Total Student FTE (a1 + (0.20 * a2)):		3.00
a1 - Total Student FTE:	3.00	
a2 - JVS Student FTE:	0.00	
b - Special Education Data FTE		
b1 - Category 1 Special Education FTE:	0.00	
b2 - Category 2 Special Education FTE:	0.03	
b3 - Category 3 Special Education FTE:	0.00	
b4 - Category 4 Special Education FTE:	0.00	
b5 - Category 5 Special Education FTE:	0.00	
b6 - Category 6 Special Education FTE:	0.00	
c - Career Tech Student FTE		
c1 - Category 1 Career Tech FTE:	0.00	
c2 - Category 2 Career Tech FTE:	0.00	
c3 - Category 3 Career Tech FTE:	0.00	
c4 - Category 4 Career Tech FTE:	0.00	
c5 - Category 5 Career Tech FTE:	0.00	
d - Limited English Proficiency(LEP) FTE		
d1 - Category 1 LEP FTE:	0.00	
d2 - Category 2 LEP FTE:	0.00	
d3 - Category 3 LEP FTE:	0.00	
e - K-3 Community School FTE:	2.00	
f - Economic Disadvantaged FTE:	3.00	
g - District's Economically Disadvantaged Index:	0.27883988	
h - District's Targeted Assistance:	\$5,959,915.98	
i - District's Net Formula ADM:	10,187.07	
j - District's per-pupil amount of targeted assistance (h/i)	\$585.05	
k - Community School Transportation FTE:	0.00	

Detailed Calculation of Funding Components of the Formula:

A - Opportunity Grant (\$6,010 * a):		\$18,1
B - Targeted Assistance (j * a * 0.25):		\$1,
C - K-3 Literacy Funding (\$320 * e):		\$1
D - Economic Disadvantaged Funding (f * \$272 * g):		\$:

E - Limited English Proficiency Funding (E1+E2+E3):		
E1 Category-1 LEP Funding (d1 * \$1,515):		\$0.00
E2 Category-2 LEP Funding (d2 * \$1,136):		\$0.00
E3 Category-3 LEP Funding (d3 * \$758):		\$0.00
F - Special Education Additional Funding (F1+F2+F3+F4+F5+F6):		\$3,324.15
F1 Category-1 Special Education Funding (b1 * \$1,578):		\$0.00
F2 Category-2 Special Education Funding (b2 * \$4,005):		\$0.00
F3 Category-3 Special Education Funding (b3 * \$9,622):		\$0.00
F4 Category-4 Special Education Funding (b4 * \$12,841):		\$0.00
F5 Category-5 Special Education Funding (b5 * \$17,390):		\$0.00
F6 Category-6 Special Education Funding (b6 * \$25,637):		\$0.00
G - Career Tech Education Funding (G1+G2+G3+G4+G5):		\$0.00
G1 Category-1 Career Tech Funding (c1 * \$5,192):		\$0.00
G2 Category-2 Career Tech Funding (c2 * \$4,921):		\$0.00
G3 Category-3 Career Tech Funding (c3 * \$1,795):		\$0.00
G4 Category-4 Career Tech Funding (c4 * \$1,525):		\$0.00
G5 Category-5 Career Tech Funding (c5 * \$1,308):		\$0.00
H - Transportation Funding:		\$0.00
I - Total Deduction Amounts (A+B+C+D+E+F+G+H):		\$22,105.00

OHIO DEPARTMENT OF EDUCATION  
OFFICE OF BUDGET AND SCHOOL FUNDING  
FY18 DISTRICT BREAKDOWN REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL  
PAYMENT FOR APRIL 2018

IRN: 014090 School: Berwyn East Academy  
SPONSOR: North Central Ohio ESC

County: Franl

District Breakdown report:

IRN: 046979 District: Groveport Madison

County: Franl

Student Summary:

a - Total Student FTE (a1 + (0.20 * a2)):		13.01
a1 - Total Student FTE:	13.01	
a2 - JVS Student FTE:	0.00	
b - Special Education Data FTE		
b1 - Category 1 Special Education FTE:	0.00	
b2 - Category 2 Special Education FTE:	0.43	
b3 - Category 3 Special Education FTE:	0.00	
b4 - Category 4 Special Education FTE:	0.00	
b5 - Category 5 Special Education FTE:	0.00	
b6 - Category 6 Special Education FTE:	0.00	
c - Career Tech Student FTE		
c1 - Category 1 Career Tech FTE:	0.00	
c2 - Category 2 Career Tech FTE:	0.00	
c3 - Category 3 Career Tech FTE:	0.00	
c4 - Category 4 Career Tech FTE:	0.00	
c5 - Category 5 Career Tech FTE:	0.00	
d - Limited English Proficiency(LEP) FTE		
d1 - Category 1 LEP FTE:	0.00	
d2 - Category 2 LEP FTE:	0.00	
d3 - Category 3 LEP FTE:	0.00	
e - K-3 Community School FTE:	5.96	
f - Economic Disadvantaged FTE:	13.01	
g - District's Economically Disadvantaged Index:	1.85656568	
h - District's Targeted Assistance:	\$5,401,987.33	
i - District's Net Formula ADM:	6,174.57	
j - District's per-pupil amount of targeted assistance (h/i)	\$874.88	
k - Community School Transportation FTE:	0.00	

Detailed Calculation of Funding Components of the Formula:

A - Opportunity Grant (\$6,010 * a):		\$78,100.00
B - Targeted Assistance (j * a * 0.25):		\$2,101.20
C - K-3 Literacy Funding (\$320 * e):		\$1,907.20
D - Economic Disadvantaged Funding (f * \$272 * g):		\$1,511.00
E - Limited English Proficiency Funding (E1+E2+E3):		\$0.00
E1 Category-1 LEP Funding (d1 * \$1,515):		\$0.00
E2 Category-2 LEP Funding (d2 * \$1,136):		\$0.00
E3 Category-3 LEP Funding (d3 * \$758):		\$0.00
F - Special Education Additional Funding (F1+F2+F3+F4+F5+F6):		\$1,722.15
F1 Category-1 Special Education Funding (b1 * \$1,578):		\$0.00
F2 Category-2 Special Education Funding (b2 * \$4,005):		\$0.00
F3 Category-3 Special Education Funding (b3 * \$9,622):		\$0.00
F4 Category-4 Special Education Funding (b4 * \$12,841):		\$0.00
F5 Category-5 Special Education Funding (b5 * \$17,390):		\$0.00
F6 Category-6 Special Education Funding (b6 * \$25,637):		\$0.00
G - Career Tech Education Funding (G1+G2+G3+G4+G5):		\$0.00

G1 Category-1 Career Tech Funding (c1 * \$5,192):	\$0.00
G2 Category-2 Career Tech Funding (c2 * \$4,921):	\$0.00
G3 Category-3 Career Tech Funding (c3 * \$1,795):	\$0.00
G4 Category-4 Career Tech Funding (c4 * \$1,525):	\$0.00
G5 Category-5 Career Tech Funding (c5 * \$1,308):	\$0.00
H - Transportation Funding:	\$0.00

I - Total Deduction Amounts (A+B+C+D+E+F+G+H): \$91,1

OHIO DEPARTMENT OF EDUCATION  
OFFICE OF BUDGET AND SCHOOL FUNDING  
FY18 DISTRICT BREAKDOWN REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL  
PAYMENT FOR APRIL 2018

05/0:

IRN: 014098 School: Berwyn East Academy  
SPONSOR: North Central Ohio ESC

County: Franl

District Breakdown report:

IRN: 047001 District: Reynoldsburg

County: Franl

Student Summary:

a - Total Student FTE (a1 + (0.20 * a2)):		2.12	2.12
a1 - Total Student FTE:		2.12	
a2 - JVS Student FTE:		0.00	
b - Special Education Data FTE			
b1 - Category 1 Special Education FTE:		0.00	
b2 - Category 2 Special Education FTE:		0.00	
b3 - Category 3 Special Education FTE:		0.00	
b4 - Category 4 Special Education FTE:		0.00	
b5 - Category 5 Special Education FTE:		0.00	
b6 - Category 6 Special Education FTE:		0.00	
c - Career Tech Student FTE			
c1 - Category 1 Career Tech FTE:		0.00	
c2 - Category 2 Career Tech FTE:		0.00	
c3 - Category 3 Career Tech FTE:		0.00	
c4 - Category 4 Career Tech FTE:		0.00	
c5 - Category 5 Career Tech FTE:		0.00	
d - Limited English Proficiency(LEP) FTE			
d1 - Category 1 LEP FTE:		0.00	
d2 - Category 2 LEP FTE:		0.00	
d3 - Category 3 LEP FTE:		0.00	
e - K-3 Community School FTE:		2.06	
f - Economic Disadvantaged FTE:		2.12	
g - District's Economically Disadvantaged Index:	1.35351434		
h - District's Targeted Assistance:	\$5,173,143.14		
i - District's Net Formula ADM:	6,435.15		
j - District's per-pupil amount of targeted assistance (h/i)	\$803.89		
k - Community School Transportation FTE:		0.00	

Detailed Calculation of Funding Components of the Formula:

A - Opportunity Grant (\$6,010 * a):		\$12,1
B - Targeted Assistance (j * a * 0.25):		\$1
C - K-3 Literacy Funding (\$320 * e):		\$1
D - Economic Disadvantaged Funding (f * \$272 * g):		\$1
E - Limited English Proficiency Funding (E1+E2+E3):		
E1 Category-1 LEP Funding (d1 * \$1,515):		\$0.00
E2 Category-2 LEP Funding (d2 * \$1,136):		\$0.00
E3 Category-3 LEP Funding (d3 * \$758):		\$0.00
F - Special Education Additional Funding (F1+F2+F3+F4+F5+F6):		
F1 Category-1 Special Education Funding (b1 * \$1,578):		\$0.00
F2 Category-2 Special Education Funding (b2 * \$4,005):		\$0.00
F3 Category-3 Special Education Funding (b3 * \$9,622):		\$0.00
F4 Category-4 Special Education Funding (b4 * \$12,841):		\$0.00
F5 Category-5 Special Education Funding (b5 * \$17,390):		\$0.00
F6 Category-6 Special Education Funding (b6 * \$25,637):		\$0.00
G - Career Tech Education Funding (G1+G2+G3+G4+G5):		
G1 Category-1 Career Tech Funding (c1 * \$5,192):		\$0.00
G2 Category-2 Career Tech Funding (c2 * \$4,921):		\$0.00
G3 Category-3 Career Tech Funding (c3 * \$1,795):		\$0.00
G4 Category-4 Career Tech Funding (c4 * \$1,525):		\$0.00
G5 Category-5 Career Tech Funding (c5 * \$1,308):		\$0.00
H - Transportation Funding:		\$0.00

I - Total Deduction Amounts (A+B+C+D+E+F+G+H): \$14,1

# Community School District Summary Report

OHIO DEPARTMENT OF EDUCATION  
OFFICE OF BUDGET AND SCHOOL FUNDING  
FY18 RESIDENT DISTRICT LIST REPORT FOR COMMUNITY SCHOOL/STEM SCHOOL  
PAYMENT FOR APRIL 2018

05/01/2018

IRN: 014090 Comm Schl: Berwyn East Academy  
SPONSOR: North Central Ohio ESC

County: Franklin

IRN	Resident District	Total Student FTE	Targeted Asst Per-Pupil Amt	Econ Dis Index	Total Deduction
043802	Columbus City Schools	136.54	556.44	3.415284261	1,032,173.52
045070	Whitehall	3.48	2,207.59	3.278713006	27,052.50
046896	Pickerington	3.00	585.05	0.278839885	22,660.47
046979	Groveport Madison	13.01	874.88	1.856565684	91,234.87
047001	Reynoldsburg	2.12	803.89	1.353514341	14,606.95
Community School Total:		158.15			1,187,728.31

## COMMUNITY SCHOOL STATEMENT OF SETTLEMENT REPORT

FISCAL YEAR 2018

OHIO DEPARTMENT OF EDUCATION  
OFFICE OF BUDGET AND SCHOOL FUNDING  
COMMUNITY SCHOOL FOUNDATION - STATEMENT OF SETTLEMENT  
APRIL 2018

COMMUNITY SCHOOL: Berwyn East Academy  
SPONSOR NAME: North Central Ohio ESC

COUNTY: Franklin

IRN: 014090

DESCRIPTION	USAS CODE	ANNUAL AMOUNT	YEAR TO DATE PRIOR TO PAYMENT	BALANCE PRIOR TO PAYMENT	MONTHLY PAYMENT
<b>STATE SUPPORT</b>					
OPPORTUNITY GRANT	3110	950,481.50	727,741.89	222,739.61	74,246.54
TARGETED ASSISTANCE	3110	24,625.08	19,170.30	5,454.78	1,818.26
K-3 LITERACY FUNDING	3110	34,137.60	26,472.00	7,665.60	2,555.20
ECONOMIC DISADVANTAGED FUNDING	3211	137,521.22	105,751.79	31,769.43	10,589.81
LIMITED ENGLISH PROFICIENCY FUNDING	3110	0.00	0.00	0.00	0.00
SPECIAL EDUCATION FUNDING	3110	40,962.91	35,604.66	5,358.25	1,786.08
CAREER TECHNICAL FUNDING	3219	0.00	0.00	0.00	0.00
TRANSPORTATION	3219	0.00	0.00	0.00	0.00
TOT STATE SUPPORT		1,187,728.31	914,740.64	272,987.67	90,995.89
<b>ADDITIONAL AID ITEMS</b>					
FACILITIES FUNDING	3190	30,852.77	23,721.92	7,130.85	2,376.95
GRADUATION BONUS	3110	0.00	0.00	0.00	0.00
3RD GRADE READING BONUS	3110	202.84	202.84	0.00	0.00
<b>TRANSFERS</b>					
ESC CONTRACT DEDUCTION	3110	0.00	0.00	0.00	0.00
<b>ADJUSTMENTS</b>					
COLLEGE CREDIT PLUS DEDUCT (JV09)	479	0.00	0.00	0.00	0.00
TOTAL PAYMENT BEFORE RETIREMENTS		1,218,783.92	938,665.40	280,118.52	93,372.84
<b>RETIREMENT SYSTEM</b>					
SCHOOL EMPLOYEES RETIREMENT - SGRF	221	-38,760.00	-29,070.00	-9,690.00	-3,230.00
STATE TEACHERS' RETIREMENT - SGRF	211	-58,842.00	-45,948.00	-12,894.00	-4,298.00
TOTAL PAYMENT		1,121,181.92	863,647.40	257,534.52	85,844.84

## ATTACHMENT 10.1

- Insurance Binders, Declaration Sheets
-

# e-CLAS Banner Page

Environment: PRODUCTION

34-229  
ASSUREDPARTNERS OF OHIO, LLC  
596 NEWARK GRANVILLE RD  
GRANVILLE, OH 43023-1436

Policy Number: EME 040 18 87

Effective Date: 08-20-2017

Named Insured: BERWYN EAST ACADEMY

Agency: ASSUREDPARTNERS OF OHIO, LLC 34-229

Thank you for placing this coverage with The Cincinnati Insurance Companies!

Premium  
\$2,407 ANNUAL

Commission  
15%



**The Cincinnati Insurance Company**  
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141  
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496  
[www.cinfin.com](http://www.cinfin.com) ■ 513-870-2000

**PILLAR**  
**COMMON POLICY DECLARATIONS**

---

Policy Number: **EME 040 18 87**

---

Named Insured: **BERWYN EAST ACADEMY**

Mailing Address: **1850 BOSTWICK RD**  
**COLUMBUS, OH 43227-3374**

Principal Address: **1850 BOSTWICK RD**  
**COLUMBUS, OH 43227-3374**

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Previous Policy Number: **EME0401887**

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Policy Period: (At 12:01 AM standard time at your principal address shown above.)

**FROM: 08-20-2017**

**TO: 08-20-2018**

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Agency: **ASSURED PARTNERS OF OHIO, LLC 34-229**  
City, State: **GRANVILLE, OH**

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Shared Annual Aggregate Limit of Liability: **N/A**

Applicable to all claims under the following liability coverage parts:

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In return for the payment of the premium and subject to all the terms and conditions of this policy, we agree with you to provide the insurance as stated in this policy.

Forms applicable to all coverage parts:

**ML101 01/16 GENERAL PROVISIONS**  
**ML400 01/16 SUMMARY OF PREMIUMS CHARGED**  
**IA4234 01/15 POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE**  
**ML458 01/16 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**  
**ML4730H 01/16 OHIO CHANGES - LOSS INFORMATION**

ML475OH 01/16 OHIO CHANGES - CANCELLATION AND NONRENEWAL  
IP446 08/01 NOTICE TO POLICYHOLDERS  
IA4338 05/11 SIGNATURE ENDORSEMENT  
ML301 01/16 BANKRUPTCY EXCLUSION  
Coverage part declarations:  
ML507 01/16 EDUCATORS LEGAL LIABILITY COVERAGE PART DECLARATIONS

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09-25-2017 06:24

# GENERAL PROVISIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS

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These General Provisions apply only to those Coverage Parts which include a liability coverage, which shall include all Coverage Parts other than Crime Coverage. Furthermore, any reference to the "policy" in these General Provisions refers to all Coverage Parts other than Crime Coverage.

Throughout this policy, the words "we", "us" and "our" refer to the Company providing this insurance.

In consideration of the payment of the premium, in reliance on all statements in the **application** and all other information provided to us and subject to all the provisions of this policy, including the Declarations, we and the **insureds** agree as set forth below.

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## SECTION I - DEFINITIONS

Where set forth in bold type in this policy, whether in singular or in plural, the following terms shall have the meanings indicated.

- A. Application** means:
1. The Application Form for this policy and any Application Forms for any policies for which this policy provides renewal coverage in whole or in part; and
  2. Any materials submitted with Application Forms which shall be maintained on file with us and shall be deemed to be attached hereto as if physically attached.
- B. Claim** has the meaning set forth in the applicable coverage part.
- C. Debtor in possession** means a "debtor in possession" as that term is defined in Title 11 of the United States Code, as amended.
- D. Defense costs** has the meaning set forth in the applicable coverage part.
- E. Domestic partner** means a natural person who is not otherwise an insured, in a committed relationship with an **insured person**, which is legally recognizable as a marriage, civil union or domestic partnership in the state where the **claim** is made or suit is filed and the legal existence of the relationship is verifiable by legal, government documentation existing prior to the date of the **wrongful act** complained of in the **claim**.
- F. Executive** has the meaning set forth in the applicable coverage part.
- G. Extended reporting period** means the periods of time described in Section **XIX** of the General Provisions.
- H. Insured persons** has the meaning set forth in the applicable coverage part.
- I. Insured** has the meaning set forth in the applicable coverage part.
- J. Interrelated** means all events or incidents which have as a common nexus any:
1. Fact, circumstance, situation, event, transaction, or cause; or
  2. Series of causally connected facts, circumstances, situations, events, transactions or causes.
- K. Loss** has the meaning set forth in the applicable coverage part.
- L. Named insured** means the entity or entities shown in the applicable Declarations as a Named Insured and any such entity in its capacity as a **debtor in possession**.
- M. Organization** has the meaning set forth in the applicable coverage part.
- N. Personal injury** has the meaning set forth in the applicable coverage part.
- O. Policy period** means the period from the inception date to the expiration date as set forth in the Declarations, or to the earlier date of cancellation of the applicable Coverage Part.
- P. Policy year** means the period within the **policy period** from the inception date as set forth in the Declarations to the succeeding anniversary date exactly 1 year later at 12:01 AM standard time, and **policy year** means any subsequent annual period between anniversary dates at 12:01 AM standard time

thereafter. In the event of a **policy period** less than 1 year, the **policy year** will be the same as the **policy period**.

In the event of an odd term **policy period** longer than 1 year, the **policy year** is the period from the inception date to the next chronological date which precedes the expiration date by exactly 1 or more years at 12:01 AM standard time. If there are subsequent annual periods remaining in the **policy period** after that date at 12:01 AM standard time, such annual periods will each be a **policy year**.

However, if after the issuance of this Coverage Part, any **policy year** is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding **policy year**.

- Q. Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, asbestos products, petroleum products and their by-products and waste. Waste includes material to be recycled, reconditioned or reclaimed. **Pollutants** include but are not limited to substances that are generally recognized in industry or government to be harmful or toxic to persons, property or the environment, regardless of whether the injury or damage is caused directly or indirectly by the **pollutants** and whether:
1. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
  2. The insured uses, generates or produces the **pollutant**.
- R. Subsidiary** means any entity in which the **named insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors, trustees, managers (if a limited liability company) or equivalent positions and is disclosed in the **application** and any such entity in its capacity as a **debtor in possession**.
- S. Wrongful Act** has the meaning set forth in the applicable coverage part.

---

## SECTION II – EXCLUSIONS

### A. Nuclear

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto; or

### B. Pollution

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving:

1. The actual, alleged, or threatened exposure to discharge, generation, storage, transportation, discharge, dispersal, seepage, migration, emission, release, treatment, removal, disposal or escape of **pollutants**; or
2. Any request, demand, order or statutory or regulatory requirement that the **named insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
3. Any demand by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

### C. Prior Knowledge

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of, or in any way involving any **wrongful act** committed, attempted or allegedly committed or attempted prior to the **policy period** of the applicable Coverage Part if:

1. Prior to the earlier of the following dates:
  - a. The inception of the applicable Coverage Part; or
  - b. The inception of the original Coverage Part of which the applicable Coverage Part is a renewal or replacement;
  - c. The Continuity Date, if any, stated in the Declarations for the applicable Coverage Part;

any **executive** knew that such **wrongful act** is or would reasonably be regarded as the basis of a **claim**; or

2. There is a previous policy under which the **insureds** are entitled to coverage for such **claim**; or

**D. Prior Notice**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving:

1. Any **wrongful act** or any fact, circumstance or situation which has been the subject of any notice given prior to the **policy period** under any other policy; or
2. Any other **wrongful act** whenever occurring, which, together with a **wrongful act** which has been the subject of such notice, would constitute **interrelated wrongful acts**; or

**E. Prior or Pending Proceeding**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of, or in any way involving any prior or pending demand or civil, criminal, administrative or regulatory proceeding against any **Insured** as of the Prior or Pending Date stated in the Declarations of the applicable coverage part or any fact, circumstance, situation, transaction or event underlying or alleged in such litigation, regardless of the legal theory asserted in such **claim**; or

**F. Telephone Consumer Protection Act**

We are not liable to pay, indemnify or defend any **claim** for any actual or alleged violation of:

1. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
3. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information; or

**G. War and Military Action**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving:

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these;

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes Exclusion A. above.

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**SECTION III - SEVERABILITY OF EXCLUSIONS**

With respect to determining the applicability of the above Exclusions, no **wrongful act** or knowledge possessed by any one of the **insureds** shall be imputed to any other **insureds** to determine if coverage is available, unless indicated otherwise.

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**SECTION IV - LIMITS OF INSURANCE, DEDUCTIBLES, MULTIPLE CLAIMS AND EXHAUSTION**

- A.** If a single **claim** is covered under more than one Coverage Part, then our maximum liability for all **loss** resulting from such **claim** shall be the largest applicable Limit of Insurance available under any one of the applicable Coverage Parts.

- B. The Deductibles for each Coverage Part apply separately to the respective Coverage Parts. If a single **claim** is covered under more than one Coverage Part, the applicable Deductibles shall be applied separately to the part of the **claim** covered by each Coverage Part but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductibles shall be borne by the **insureds** uninsured and at their own risk.
- C. If the aggregate Limit of Insurance for a particular Coverage Part is exhausted, then all of our obligations under that Coverage Part shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion. If the Shared Annual Aggregate Limit of Liability, if so set forth on the Common Policy Declarations, is exhausted, then all of our obligations under the policy for the remainder of the annual period as described in **SECTION IV. D.** below shall be deemed to be completely fulfilled and extinguished as of the date of such exhaustion.
- D. The Limits of Insurance of each Coverage Part and the Shared Annual Aggregate Limit of Liability, if so set forth on the Common Policy Declarations, apply separately to each **policy year**. If the **policy period** of the respective Coverage Part is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period of the respective Coverage part for purposes of determining the Limits of Insurance.
- E. Regardless of the number of policies or Coverage Parts involved, all **claims** based upon or arising out of the same **wrongful act** or any **interrelated wrongful acts** shall be considered a single **claim**. Each **claim** shall be deemed to be first made at the earliest of the following times:
  - 1. When notice of the earliest **claim** arising out of such **wrongful act** or **interrelated wrongful acts** is received in writing by an **insured** or by us, whichever comes first; or
  - 2. When notice of a **wrongful act** giving rise to such **claim** is given pursuant to Section VI of the General Provisions.
- F. In the event that more than one of the **insureds** is included in the same **claim**, the total amount of **loss** resulting from such **claim** and the Deductible shall be apportioned pro-rata among the **insureds** in proportion to their respective **loss** unless otherwise mutually agreed upon by the **insureds** and us.

---

## SECTION V - DUTIES OF THE INSURED IN THE EVENT OF A CLAIM

As conditions precedent to coverage under this policy:

- A. The **insureds** shall give us written notice of any **claim** made against any of the **insureds** for a **wrongful act** as soon as practicable after any **executive** of the **named insured** has knowledge of such **claim**, and shall cooperate and provide information as we may reasonably require, including but not limited to providing a description of the **claim**, the nature of the alleged **wrongful act**, the nature of the alleged injury, the names of the claimants, and the manner in which the **insureds** first became aware of the **claim**. As soon as practicable, the **insureds** shall furnish us with copies of reports, investigations, pleadings and other papers in connection with the **claim**.
- B. The **insureds** shall provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a **claim** the **insureds** will do nothing which may prejudice our position or our potential or actual rights of recovery.
- C. The **insureds** shall not settle any **claim**, incur any **defense costs** or otherwise assume any obligation or admit any liability with respect to any **claim** without our prior written consent. We shall be entitled to full information and all particulars we may request in order to reach a decision as to such consent. We shall not be liable for any settlement, **defense costs**, assumed obligation or admission to which we have not consented.

This Section does not apply to the Cincinnati Data Defender™ Coverage Form, the Cincinnati Network Defender™ Coverage Form or the Cincinnati Cyber Defense™ Coverage Form.

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## SECTION VI - NOTICE OF A WRONGFUL ACT

If prior to the end of the **policy period** of the applicable Coverage Part, any of the **insureds** first become aware of a specific **wrongful act** they believe is likely to give rise to a **claim**, and if any of the **insureds** give us written notice as soon as practicable, but prior to the end of the **policy period** of the applicable Coverage Part, of:

- A. The specific **wrongful act**;
- B. The injury or damage which has or may result therefrom; and

C. The circumstances by which the **insureds** first became aware thereof;

then any **claim** subsequently made arising out of such **wrongful act** shall be deemed to have been made when notice of the **wrongful act** was first given.

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## SECTION VII - DIRECTION OF CORRESPONDENCE TO US

All notices and other materials provided to us pursuant to the terms of this policy shall be directed to:

Management Liability Claims Manager  
The Cincinnati Insurance Company  
P.O. Box 145496  
Cincinnati, OH 45250-5496

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## SECTION VIII - APPLICATION

The **application** is the basis of this policy and is incorporated into and constitutes a part of this policy. It is agreed by the **insureds** that the statements in the **application** are their representations, that they are material and that this policy is issued in reliance upon the truth of such representations provided.

In the event that the **application** contains any misrepresentation or omission with respect to a specific **wrongful act** or the knowledge of any of the **insureds** of any matter which such **insured** has reason to believe may give rise to a future **claim** made with the intent to deceive or which materially affects the acceptability of the risk or hazard assumed by us, then no coverage shall be afforded for any **claim** based upon, arising from or in consequence of any such misrepresentation or omission. Such misrepresentation or omission shall not be imputed to any other **insureds** for purposes of determining the validity of this policy to such other **insureds** except:

1. Any **insured person** who knew that the statement or representation was not true as of the inception date of coverage;
2. The **organization** with respect to any **executive** who knew that the statement or representation was not true as of the inception date of coverage; and
3. The **organization** if the signor of the **application** knew that the statement or representation was untrue.

We shall not be entitled under any circumstances to void or rescind this policy with respect to any **insured**.

---

## SECTION IX - CHANGES IN EXPOSURE

### A. Change in Ownership of Named Insured

If during the **policy period** of the applicable Coverage Part:

1. The **named insured** consolidates with or merges into another entity such that such **named insured** is not the surviving entity;
2. Another entity or person or group of entities and/or persons acting in concert acquires more than 50% ownership of the **named insured** or voting rights which result in ownership or voting control by the other organization(s) or person(s) of more than 50% of the outstanding securities or voting rights representing the present right to vote for the election of directors, trustees or managers (if a limited liability company) of the **named insured**;

then, subject to all the other provisions of this policy, coverage under the applicable Coverage Part shall continue to apply to such **named insured** and its **insureds** until the end of the applicable **policy period** or any applicable **extended reporting period**, but only with respect to **claims** for **wrongful acts** committed, attempted or allegedly committed or attempted prior to such transaction. The **named insured** shall give written notice to us as soon as practicable, but in no event later than 90 days after such transaction.

### B. Cessation of Subsidiaries

If during the **policy period** of the applicable Coverage Part any entity ceases to be a **subsidiary** as defined in the applicable Coverage Part, then, subject to all the other provisions of this policy, coverage under the applicable Coverage Part shall continue to apply to such entity and its **insureds** until the end of the applicable **policy period** or any applicable **extended reporting period**, but only with respect to **claims** for **wrongful acts** committed, attempted or allegedly committed or attempted prior to the date

such entity ceases to be a **subsidiary**. The **named insured** shall give written notice to us as soon as practicable, but in no event later than 90 days after the entity ceases to be a **subsidiary**.

### C. Acquisition or Formation of Entity

If during the **policy period** of the applicable Coverage Part the **named insured** newly acquires or forms another entity over which such **named insured** maintains more than 50% ownership for the purpose of coverage under the Coverage Part applicable to such **named insured**, the newly acquired or formed entity shall be deemed to be a **subsidiary**; however, coverage shall be excess of any indemnification or insurance otherwise available to such newly acquired or formed entity from any other source. Furthermore;

1. For newly acquired or formed entities whose assets are greater than 35% of the assets of the **named insured**, coverage is afforded only until the 90th day after the **named insured** acquires or forms the entity or the end of the **policy period** of the applicable Coverage Part, whichever is earlier. All newly acquired or formed entities whose assets are less than or equal to 35% of the assets of the **named insured** shall be automatically afforded coverage until the end of the **policy period**; and
2. Coverage does not apply to **claims** for **wrongful acts** committed, attempted or allegedly committed or attempted prior to the date the **named insured** acquired or formed the entity unless we agree, after presentation of a complete application and all appropriate information, to provide coverage by endorsement for such **claims** and the **named insured** pays any additional premium we require for the endorsement.

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## SECTION X - OTHER INSURANCE ISSUED BY ANOTHER INSURER

This insurance is primary except when all or any part of **loss** is also insured under any other prior or current policy. If any other insurance issued by another insurer (with the exception of insurance issued by us, any of our affiliated companies, or any of our predecessors or their affiliated companies) applies to any **claim**, then this insurance is excess over that other insurance, whether primary, excess, contingent or on any other basis, unless that other insurance was purchased specifically to apply excess over the limits provided in this policy. Furthermore, with respect to any coverage that may be provided for any **claim** for actual or alleged **personal injury**, such **claims** shall be specifically excess of any similar coverage provided by the **organization's** General Liability Policy.

When this policy is excess:

- A. We will have no duty to defend any **claim** when any other insurer has that duty. If another insurer fails to defend and we incur costs as a result of such failure, we will be entitled to the **insureds'** rights against such other insurer; and
- B. We will pay only our share of the amount of the **loss**, if any, that exceeds the sum of:
  1. The total amount that all such other insurance would pay for the **loss** in the absence of this policy; and
  2. The total of all deductible and self-insured amounts under all such other insurance.

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## SECTION XI - SPOUSE AND LEGAL REPRESENTATIVE EXTENSION

The liability coverage parts in this policy will, subject to all other terms, conditions and exclusions of the applicable Coverage Part and the General Provisions, be extended to apply to **claims** for the **wrongful acts** of an **insured person** made against:

- A. The spouse or **domestic partner** of an **insured person** but only to the extent such person is a party to any **claim** solely in such person's capacity as a spouse or **domestic partner** of an **insured person** and only if the **claim** seeks damages recoverable from marital community property jointly held by the **insured person** and the spouse or **domestic partner**, or property transferred from the **insured person** to the spouse;
- B. Their estates, heirs, legal representatives or assigns in the event of their death, incapacity or bankruptcy; or

We have no obligation to make any payment for **loss** in connection with any **claim** against a spouse, **domestic partner**, estates, heirs, legal representatives or assigns of an **insured person** for any actual or alleged, error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted by such spouse, **domestic partner**, estates, heirs, legal representatives or assigns.

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## SECTION XII - MEDIATION AND ALLOCATION

- A.** Any dispute including but not limited to tort claims or contract claims between an **insured** and us arising out of or relating to this policy shall be submitted to non-binding mediation prior to commencement of an action between the parties. The mediator shall be chosen by agreement. If the parties cannot agree upon a mediator, the mediator shall be chosen by the American Arbitration Association.
- B.** If both **loss** covered by this policy and loss not covered by this policy are incurred, either because a **claim** against an **insured** includes both covered and uncovered matters or because a **claim** is made against both an **insured** and others, we will pay 100% of reasonable and necessary **defense costs** and all remaining loss will be allocated between covered **loss** and uncovered loss based upon the relative legal exposure to the parties to such matters.
- C.** If we and the **insureds** cannot agree as to matters in **B.** above prior to a judgment or finding in the civil or administrative proceeding dealing with **claims** against the **insureds**, the parties agree that they will, to the extent it is within their control, require that the allocation between covered **loss** and uncovered loss is made in such civil or administrative proceeding. Such efforts shall include but are not limited to the submission of special interrogatories to the finder of fact in such proceeding. Such efforts shall not require us to become a party to such civil or administrative proceeding.
- D.** Notwithstanding **C.** above, if we and the **insureds** cannot agree as to matters in Section **B.** above prior to a judgment or finding in any civil or administrative proceeding in which such issues are decided, we may at any time before or after mediation under **A.** above settle all **claims** against any or all **insureds**. Following such settlement, any dispute between us and the **insureds** as to the proper allocation of covered and uncovered matters under **B.** above shall be submitted to non-binding mediation prior to the commencement of an action between the parties. In any event, only one mediation as to the same issues shall be required.

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## SECTION XIII - ACTION AGAINST US

- A.** No action shall be taken against us unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy and until the obligation of the **insureds** to pay shall have been finally determined, either by an adjudication against them or by written agreement of the **insureds**, the claimant and us. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Bankruptcy or insolvency of an **insured** or of an **insured's** estate shall not relieve us of any of our obligations hereunder.
- B.** No person or organization shall have any right under this policy to join us as a party to any **claim**. Neither the **insureds** nor their legal representative shall implead us in any **claim**.

This Section does not apply to the Cincinnati Data Defender™ Coverage Form, the Cincinnati Network Defender™ Coverage Form or the Cincinnati Cyber Defense™ Coverage Form.

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## SECTION XIV - SUBROGATION

In the event of any payment under this policy, we shall be subrogated to all of the rights to recovery of the **insureds** to the extent of such payment. The **insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents as may be necessary to enable us to effectively bring suit in the name of the **insureds**.

---

## SECTION XV - CHANGES IN THIS POLICY

No change or modification of, or assignment of interest under this policy shall be effective except when made by us through a written endorsement to this policy.

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## SECTION XVI - CONFORMITY TO STATUTE

Any terms of this policy which are in conflict with the terms of any applicable laws construing this policy are hereby amended to conform to such laws.

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## SECTION XVII - ENTIRE AGREEMENT

By acceptance of this policy, we and the **insureds** agree that this policy (including the **application**) and any written endorsements attached hereto constitute the entire agreement between the parties.

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## SECTION XVIII - REPRESENTATION BY NAMED INSURED

The first **named insured** shall act on behalf of all of the **insureds** in purchasing this policy and for any purposes under the policy.

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## SECTION XIX - EXTENDED REPORTING PERIODS

A. Upon termination of any Coverage Parts for any reason, other than nonpayment of premium, the **named insured** shall be provided a 90 day Automatic Extended Reporting Period and have the option to replace the 90 day Automatic Extended Reporting Period with a 12 month Optional Extended Reporting Period. The **named insured** may also request an Optional Extended Reporting Period with a term longer than 12 months, which may be provided solely at our discretion.

1. Automatic Extended Reporting Period

A 90 day Automatic Extended Reporting Period is automatically provided without additional charge. The Automatic Extended Reporting Period starts immediately after the end of the **policy period** of the applicable Coverage Part.

2. Optional Extended Reporting Periods

a. The **named insured** shall have the option to purchase a 12 month Extended Reporting Period to replace the 90 day Automatic Extended Reporting Period for an additional premium equal to 75% of the expiring annual premium for the applicable Coverage Part.

b. Additional Optional Extended Reporting Periods may be available for an additional premium charge if an Extended Reporting Period longer than 12 months is desired. It is solely our decision whether to permit the first **named insured** to purchase an Extended Reporting Period with a term longer than 12 months.

The first **named insured** must give us a written request of their intent to purchase an Optional Extended Reporting Period within 60 days after the **policy period** of the applicable Coverage Part or that option shall terminate. The Optional Extended Reporting Period will not go into effect unless the first **named insured** pays the additional premium promptly when due.

B. The Extended Reporting Periods do not extend the **policy period** or change the scope of coverage provided. They extend the **claims** reporting period.

C. The Extended Reporting Periods extend coverage to **claims** first made during the length of time covered by the applicable Extended Reporting Period provided the **wrongful act** was committed, attempted or allegedly committed or attempted prior to the end of the **policy period** of the applicable Coverage Part, and all such **claims** shall be subject to all other terms, conditions and exclusions of the applicable Coverage Part and the General Provisions. Such **claims** must be reported in writing to us prior to the expiration of the applicable Extended Reporting Period.

D. The Extended Reporting Period, regardless of length does not reinstate or increase the Limits of Insurance of the applicable Coverage Part or the Shared Annual Aggregate Limit of Liability, if so set forth on the Common Policy Declarations. Our total liability shall not exceed the Limit of Insurance shown in the applicable Declarations for the last **policy year** in which coverage is provided hereunder.

E. Any Extended Reporting Period will immediately terminate on the effective date and time of any other insurance issued to the **insureds** which replaces this insurance. The entire premium for any Extended Reporting Period shall be fully earned at the commencement of any Extended Reporting Period.

F. If the terms under this section are invoked under the Cincinnati Data Defender™ Coverage Part, the Cincinnati Network Defender™ Coverage Part or the Cincinnati Cyber Defense™ Coverage Part, the provisions contained in this Section shall apply only to the following Insuring Agreements:

1. Insuring Agreement B - Defense and Liability of the Cincinnati Data Defender™ Coverage Part;
2. Insuring Agreement B - Network Security Liability of the Cincinnati Network Defender™ Coverage Part; or

3. Insuring Agreements **E** - Data Compromise Liability, **F** - Network Security Liability and **G** - Electronic Media Liability of the Cincinnati Cyber Defense™ Coverage Part.

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#### **SECTION XX - COVERAGE TERRITORY**

This policy applies to any **claim** for a **wrongful act** committed, attempted or allegedly committed or attempted anywhere in the world unless indicated otherwise. However, if insurance provided by this policy would be in violation of any United States economic or trade sanctions, such insurance shall be null and void.

This Section does not apply to the Cincinnati Data Defender™ Coverage Form, the Cincinnati Network Defender™ Coverage Form or the Cincinnati Cyber Defense™ Coverage Form.

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#### **SECTION XXI - LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this insurance and would be effective during the **policy period** without additional premium, the broadened coverage will immediately apply to this insurance as of the latter of:

1. The date we implemented the change in the headquarters state which is the basis upon which the policy was issued; or
  2. The date the applicable Coverage Part became effective.
-



# POLICYHOLDER NOTICE

## TERRORISM INSURANCE COVERAGE

Your policy (or the policy proposed to you) contains coverage for certain losses caused by terrorism.

### **Premium:**

In accordance with the federal Terrorism Risk Insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is \$ 0.

### **Federal Participation:**

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals a percentage, as specified in the Schedule below, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

- **Schedule:**

Federal Share of Terrorism Losses	
Percentage	Calendar Year
85%	2015
84%	2016
83%	2017
82%	2018
81%	2019
80%	2020

### **Cap on Insurer Participation:**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**NOTE: THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER OF COVERAGE AND (2) AT THE TIME COVERAGE IS ISSUED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CAP ON LOSSES FROM CERTIFIED  
ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**GENERAL PROVISIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS**

**A. SECTION I - DEFINITIONS** is amended to add the following:

**Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**B. CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**C. APPLICATION OF OTHER EXCLUSIONS**

The terms and limitations of any terrorism exclusion, or the inapplicability, omission or absence of a terrorism exclusion does not serve to create coverage for any loss which would otherwise be excluded under this policy, such as losses excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the **certified act of terrorism** contributes concurrently or in any sequence to the **loss**.

**D. SUNSET CLAUSE**

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism that takes place after the expiration or repeal of the Act.

All other provisions of the policy remain unchanged except as herein expressly modified.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OHIO CHANGES - LOSS INFORMATION**

This endorsement modifies insurance provided under the following:

**GENERAL PROVISIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS**

The following provision is added:

**LOSS INFORMATION**

We shall, on request, provide to the first **named insured** loss information within 45 days of the first **named insured's** request or at the same time as any notice of cancellation or nonrenewal.

All other provisions of the policy remain unchanged except as herein expressly modified.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OHIO CHANGES - CANCELLATION AND  
NONRENEWAL**

This endorsement modifies insurance provided under the following:

**PILLAR POLICY PROGRAM**

The following provisions are added:

**CANCELLATION**

- A. The first **named insured** may cancel this policy or any of its Coverage Parts by mailing or delivering to us advance written notice of cancellation.
- B. We may cancel this policy or any of its Coverage Parts by mailing or delivering to the first **named insured** written notice of cancellation at least:
  - 1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - 2. 30 days before the effective date of cancellation if we cancel for any other reason.
- C. We will mail or deliver our notice to the first **named insured's** last mailing address known to us.
- D. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.
- E. If this policy is cancelled, we will send the first **named insured** any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.
- F. If notice is mailed, proof of mailing will be sufficient proof of notice.
- G. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the above **CANCELLATION** provision is replaced by the following:
  - 1. The first **named insured** shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  - 2. We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph 6, below.
    - a. Nonpayment of premium;
    - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
    - c. Discovery of a moral hazard or willful or reckless acts or omissions on the part of the **named insured** which increases any hazard insured against;
    - d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract;
    - e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
    - f. Failure of an **insured** to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
    - g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.

3. We will mail written notice of cancellation to the first **named insured**, and agent if any, at the last mailing address known to us. Proof of mailing will be sufficient proof of notice.
4. We will mail the notice of cancellation at least:
  - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation, if we cancel for a reason stated in 2.b. through 2.g. above. Such notice may only be sent for cancellation effective at a policy anniversary at the end of a **policy year**.
5.
  - a. The notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  - b. The notice will also contain the date of the notice and the policy number, and will state the reason for cancellation.
6. Policies written for a term of more than one year may be cancelled by us for any reason at a policy anniversary at the end of a **policy year**, upon 60 days' written notice of cancellation.
7. If this policy is cancelled, we will send the first **named insured** any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

#### **NONRENEWAL**

- A. If we decide not to renew this policy or a particular Coverage Part, we will mail or deliver written notice of nonrenewal to the first **named insured**, and agent if any, at the last mailing address known to us, at least 60 days prior to:
  1. The expiration date of this policy, or
  2. The end of a **policy year**, if the policy is written for a term of more than one year.

The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy. Proof of mailing will be sufficient proof of notice.

All other provisions of the policy remain unchanged except as herein expressly modified.

**THE CINCINNATI INSURANCE COMPANY  
THE CINCINNATI CASUALTY COMPANY  
THE CINCINNATI INDEMNITY COMPANY**

**NOTICE TO POLICYHOLDERS**

Please be advised that in your application for insurance you disclosed information to The Cincinnati Insurance Company, The Cincinnati Casualty Company and The Cincinnati Indemnity Company. The information disclosed in the application and all information subsequently collected by any of these companies may be shared among all three.

## SIGNATURE ENDORSEMENT

IN WITNESS WHEREOF, this policy has been signed by our President and Secretary in the City of Fairfield, Ohio, but this policy shall not be binding upon us unless countersigned by an authorized representative of ours. The failure to countersign does not void coverage in Arizona, Virginia and Wisconsin.



Secretary



President

The signature on any form, endorsement, policy, declarations, jacket or application other than the signature of the President or Secretary named above is deleted and replaced by the above signatures.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BANKRUPTCY EXCLUSION**

This endorsement modifies insurance provided under the following:

### **GENERAL PROVISIONS APPLICABLE TO ALL LIABILITY COVERAGE PARTS**

**SECTION II - EXCLUSIONS** is amended to add the following:

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, in consequence of, or in any way involving:

1. Any **claim** brought by or on behalf of:
  - a. The bankruptcy estate of the **organization** in its capacity as **debtor in possession**; or
  - b. Any trustee, examiner, receiver, liquidator, rehabilitator, conservator or similar official appointed to take control of, supervise, manage or liquidate the organization or any assignee of any such official (including, but not limited to, any committee of creditors or committee of equity security holders); or
2. Any **claim** or **loss** alleging, arising out of, based upon, or attributable in any way to any **wrongful act** committed, attempted, or allegedly committed or attempted after an **insured entity** files for or is placed in bankruptcy, receivership, liquidation, conservatorship or reorganization during any **policy period**.

The terms of this endorsement supersede any coverage provided in the policy which would otherwise permit coverage contrary to 1. and 2. above.

All other provisions of the policy remain unchanged except as herein expressly modified.

ML 301 01 16

# The Cincinnati Insurance Company

A Stock Insurance Company

## EDUCATORS LEGAL LIABILITY COVERAGE PART DECLARATIONS

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. TO THE EXTENT IT IS NOT OTHERWISE INDICATED, THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

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Policy Number: **EME 040 18 87**

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Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.

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Limit of Insurance: \$ 1,000,000 in the aggregate  
Excess Benefit Transaction Tax Sublimit: \$ 20,000 sublimit per **organizational manager**

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Additional Defense Limit of Insurance: \$ NOT COVERED in the aggregate

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Excess Side A Limit of Insurance: \$ NOT COVERED in the aggregate

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Deductibles: \$ 0 each claim under Insuring Agreement A (Insured Persons)  
\$ 5,000 each claim under Insuring Agreement B (Indemnification)  
\$ 5,000 each claim under Insuring Agreement C (Organization)

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Retroactive Date: N/A

Prior or Pending Date: 08-20-2013

Continuity Date: 08-20-2013

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Forms and endorsements applicable to this coverage part:

ML107 01/16 EDUCATORS LEGAL LIABILITY COVERAGE

ML328 01/16 PROFESSIONAL LIABILITY EXCLUSION

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09-25-2017 06:24

ML 507 01 16

# EDUCATORS LEGAL LIABILITY COVERAGE

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# EDUCATORS LEGAL LIABILITY COVERAGE

THIS COVERAGE PART PROVIDES CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. TO THE EXTENT IT IS NOT OTHERWISE INDICATED, THE LIMIT OF INSURANCE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE COSTS, AND DEFENSE COSTS WILL BE APPLIED AGAINST THE DEDUCTIBLE. IN NO EVENT WILL WE BE LIABLE FOR DEFENSE COSTS OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE LIMIT OF INSURANCE. READ THE ENTIRE POLICY CAREFULLY.

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## SECTION I - INSURING AGREEMENTS

- A. We will pay on behalf of the **insured persons** all **loss** which they shall be legally obligated to pay, except for such **loss** which the **organization** actually pays as indemnification, resulting from any **claim** first made during the **policy period**, or any **extended reporting period** included in or endorsed to the policy, for a **wrongful act**.
- B. We will pay on behalf of the **organization** all **loss** which the **organization** is required to pay as indemnification to the **insured persons** resulting from any **claim** first made during the **policy period**, or any **extended reporting period** included in or endorsed to the policy, for a **wrongful act**.
- C. If set forth in the Educators Legal Liability Coverage Part Declarations, we will pay on behalf of the **organization** all **loss** which the **organization** is required to pay resulting from any **claim** first made during the **policy period**, or any **extended reporting period** included in or endorsed to the policy, against the **organization** for a **wrongful act**.

We will have the right and duty to select counsel and defend the **insureds** against any such **claim**.

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## SECTION II - DEFINITIONS

Where set forth in bold type in this Coverage Part, whether in singular or in plural, the following terms shall have the meanings indicated.

### A. Claim means:

- 1. A written demand for monetary damages or non-monetary relief;
- 2. A civil proceeding commenced by the filing of a complaint or similar pleading;
- 3. A formal administrative or regulatory proceeding commenced by the filing of a complaint, charge, formal investigative order or similar document;
- 4. An arbitration, mediation or similar alternative dispute resolution proceeding in which monetary damages are sought if the **insured**:
  - a. Is required to participate in such proceeding; or
  - b. Agrees to participate in such proceeding with our written consent, such consent not to be unreasonably withheld;
- 5. A criminal proceeding commenced by the return of an indictment against:
  - a. Any **organization** or **directors and officers**; or
  - b. Any **insured person** other than **directors and officers**. The maximum Limit of Insurance for all such criminal proceedings against any **insured persons** other than **directors and officers** in the aggregate shall be \$100,000. This sublimit shall be part of and not in addition to the Limit of Insurance set forth in the Educators Legal Liability Coverage Part Declarations and does not increase our maximum liability under this Coverage Part; or
- 6. A written request to toll or waive a statute of limitations related to a potential **claim** described in Definitions **A.1** through **A.5.** above;

against any **insured**, including any appeal therefrom.

- B. **Defense costs** means reasonable and necessary fees, costs, and expenses incurred by us or with our consent on behalf of the **insureds** or reimbursed to any of the **insureds** by us, resulting solely from the

investigation, adjustment, defense and appeal of any claim. **Defense costs** includes, but is not limited to, the cost of expert consultants and witnesses, and premiums for appeal, injunction, attachment or supersedeas bonds (but not the obligation to furnish such bonds).

**Defense costs** shall not include:

1. Salaries, wages, fees, overhead or expenses of our employees or any **insureds**, directors, officers, trustees or employees, other than that portion of our employed attorneys' fees, salaries and expenses allocated to a specific claim;
  2. Any amount covered by the duty to defend obligation of any other insurer; or
  3. Any pre-tender fees, costs or expenses.
- C. **Directors and officers** means all natural persons who were, now are, or shall become an officer, a duly elected or appointed member of the board of directors, trustees, regents, managers, governors, a **LLC manager** or an equivalent position of the **organization** including provost, vice-provost, dean, personnel director, executive director or risk manager.
- D. **Disqualified person** means a disqualified person as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.
- E. **Employee** includes, but is not limited to, all natural persons who were, now are, or shall become full-time, part-time, seasonal, volunteer, contingent or leased workers of the **organization** as determined by federal, state or local law to include any faculty member, teaching assistant, faculty aid or student teacher (while serving in a supervised internship program in satisfaction of course requirements and while acting at the direction of or performing services for the **organization**). **Employee** does not include independent contractors as determined by federal, state or local law.
- F. **Employment related wrongful act** means a **wrongful act** arising from employment related activities including, but not limited to, hiring, training, supervision, evaluation, promotion, demotion, granting of tenure, and termination.
- G. **Excess benefit transaction** means an excess benefit transaction as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.
- H. **Excess benefit transaction tax** means any excise tax imposed by the Internal Revenue Service on any **insured** who is an **organizational manager** as a result of such **insured's** participation in an **excess benefit transaction**.
- I. **Executive** means any natural person who was, now is or shall become the chairperson, president, chief executive officer, chief financial officer, chief academic officer, executive director, superintendent, dean, principal, headmaster, in-house general counsel or person of equivalent position to any of the foregoing of the **organization**.
- J. **Financial impairment** means, with respect to the **organization** or any **outside organization**, the appointment of any receiver, conservator, liquidator, rehabilitator, trustee or similar official; or the **organization** or any **outside organization** becoming a **debtor in possession**.
- K. **Insured** means the **organization** and the **insured persons**.
- L. **Insured persons** means:
1. **Directors and officers**;
  2. All natural persons who were, now are, or shall become an **employee** or committee member, whether or not they were, are or shall be compensated, of the **organization**;
  3. All natural persons who were, now are, or shall become members or volunteers of the **organization** while acting on behalf of the **organization** in a voluntary capacity at the direction the **directors and officers**; and
  4. Any natural person who is an independent contractor as determined by federal, state or local law, but only while acting in the capacity as such for the **organization** pursuant to an express written agreement between the independent contractor, or any entity on behalf of the independent contractor, and the **organization** and only if the **organization** agrees in writing to provide indemnification to such independent contractor; provided, however, that any coverage under this Coverage Part for any such independent contractor shall be excess of any indemnification or insurance otherwise available to such independent contractor from any other source.

M. **LLC manager** means any natural person who is a manager, member of the board of managers or member of the **organization** that is a limited liability company but only with respect to the conduct of the limited liability company's business. However, any member of a limited liability company who is a passive investor not involved in the operations of the limited liability company is not a **LLC manager**.

N. **Loss** means **defense costs** and the total amount of monetary damages which the **insured** becomes legally obligated to pay on account of any **claim** for a **wrongful act** with respect to which coverage hereunder applies, including damages, judgments, settlements, prejudgment and postjudgment interest, and punitive or exemplary damages or the multiplied portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary or multiplied damages.

**Loss** shall also include:

Any **excess benefit transaction tax** an **insured** is obligated to pay as a result of a **claim**. The maximum Limit of Insurance per each **organizational manager** for any **excess benefit transaction tax** shall be the Excess Benefit Transaction Tax Sublimit set forth in the Educators Legal Liability Coverage Part Declarations. This sublimit shall be part of and not in addition to the Limit of Insurance set forth in the Educators Legal Liability Coverage Part Declarations and does not increase our maximum aggregate liability under this Coverage Part. The **excess benefit transaction tax** shall not include the 25% excise tax assessed against any **disqualified person** or the 200% tax assessed for failure to correct an **excess benefit transaction**.

**Loss** shall not include:

1. Taxes, criminal or civil fines or penalties imposed by law, except as noted above;
2. Any restitution, disgorgement or similar sums; or
3. Any matter deemed uninsurable under the law pursuant to which this Coverage Part shall be construed.

O. **Organization** means the **named insured** and any **subsidiary**.

P. **Organizational manager** means an organizational manager as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.

Q. **Outside organization** means any nonprofit corporation or organization other than the **organization**, which is described in Section 501(c)(2), (3), (4), (6), (7), (8), (10), (19), or 501(d) of the Internal Revenue Code of 1986, as amended, and is exempt from federal income taxation.

R. **Outside position** means the service of any **insured person** of the **organization** as an officer or member of the board of directors, trustees, regents, managers, governors, or an equivalent position in any **outside organization** but only during the time that such service is performed at the direction of the **organization** or with the consent and knowledge of the **organization**.

S. **Personal injury** means invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, false detention, abuse of process, malicious prosecution, libel, slander, defamation, or disparaging of a person's or organization's goods, products or services.

T. **Professional services** means any service that may be legally performed only by an individual holding a professional license, regardless of whether the person is licensed or not, or any service provided for a fee or remuneration by an **insured person** to any party other than the **organization**.

U. **Property damage** means:

1. Injury or damage, of any nature, to tangible or intangible property, including all resulting loss of use of that property; or
2. Loss of or loss of use of tangible or intangible property that is not otherwise injured or damaged.

V. **Publishers liability** means infringement of copyright, trademark, service mark or trade name, unauthorized use of title, plagiarism or misappropriation of ideas.

W. **Third party** means any natural person who is not an **employee** of the **organization**.

X. **Wrongful act** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty including any **personal injury** or **publishers liability** committed, attempted or allegedly committed or attempted on or after the Retroactive Date, if any, set forth in the Educators Legal Liability Coverage Part Declarations and prior to the end of the **policy period** by:

1. Any of the **insured persons** in the discharge of their duties solely in their capacity as **insured persons** of the **organization**;

2. Any of the **insured persons** of the **organization** in the discharge of their duties solely in their capacity in an **outside position** in any **outside organization**;
3. Any of the **insured persons** solely by reason of their status as such; or
4. The **organization**.

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### SECTION III - EXCLUSIONS

The descriptions in the headings of these exclusions are solely for convenience and form no part of the terms and conditions of coverage.

#### A. Bodily Injury/Property Damage

We are not liable to pay, indemnify or defend any **claim** for actual or alleged:

1. Bodily injury, sickness, disease, or death of any person, assault, battery, mental anguish, or emotional distress; or
2. **Property damage**, including, but not limited to, physical injury, loss of or loss of use of currency or any negotiable or non-negotiable instruments or contracts representing money.

#### B. Conduct

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any of the **insureds** or any person for whose actions the **insureds** are legally responsible:

1. Committing any deliberately fraudulent, dishonest, criminal or malicious act or omission;
2. Committing any willful violation of any statute, law, rule, regulation, agreement, or judicial or regulatory order; or
3. Gaining any profit, remuneration or advantage to which they were not legally entitled;

if established by a final and non-appealable judgment or adjudication adverse to the **insureds**.

With respect to determining the applicability of this exclusion, no conduct pertaining to any **insured person** shall be imputed to any other **insured person**; however, any conduct pertaining to any **executive** shall be imputed to the **organization** to determine if coverage is available.

#### C. Contract

We are not liable to pay, indemnify or defend any **claim** for any actual or alleged liability of any **insureds** under the terms, conditions or warranties of any oral or written contract or agreement, except to the extent the liability would have attached to any such **insureds** in the absence thereof; provided, however, that this exclusion shall not apply to **defense costs** with respect to any **claim** against any **insured persons**.

#### D. Cyber

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any actual or alleged:

1. Improper dissemination of personally identifiable information or protected health information;
2. Liability of any **insured** arising out of internet and electronic services which are performed for or on behalf of any client or customer of the **organization** through the transmission of electronic data to or from the **organization's** internet website or through a private computer network controlled by the **organization**; or
3. Liability of any **insured** for internet professional services the **organization** provides to others which may include, but are not limited to, application service provider, domain name registration services, electronic exchange and auction services, internet hosting services, internet media services, internet service provider service, managed and network security services, public key infrastructure services, search engine services, web portal services, website development, software development and internet access provider.

#### E. Employment Practices

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of an **employment related wrongful act**.

F. ERISA

We are not liable to pay, indemnify or defend any **claim** for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, as amended or any rules, regulations or orders promulgated thereunder or any similar provisions of any federal, state or local statutory or common law in connection with any pension or welfare plan established for the benefit of **employees** of the **organization**.

G. Insured vs. Insured

We are not liable to pay, indemnify or defend any **claim** brought or maintained by, on behalf of or at the behest of any of the **insureds** in any capacity and regardless of collusion; provided, however, that this exclusion does not apply to:

1. Any **claim** brought or maintained as a derivative action on behalf of the **organization** by one or more persons who are not **insured persons** and who bring and maintain the **claim** without the solicitation, assistance or participation of any of the **insureds**;
2. Any **claim** brought or maintained by any of the **insureds** for contribution or indemnity, if such **claim** for contribution or indemnity directly results from another **claim** covered by the Coverage Part;
3. Any **claim** brought or maintained by an examiner, trustee, receiver, liquidator, rehabilitator, bankruptcy trustee or similar official, or creditors' committee of the **organization** in connection with a bankruptcy proceeding of the **organization**;
4. Any **claim** brought or maintained by **insured persons** of the **organization**:
  - a. Who are **executives** or **directors and officers** who have not served as such for at least a one year period prior to the date the **claim** is first made and who bring and maintain the **claim** without the solicitation, assistance or participation of any **insured persons** who have served as **insured persons** within such one year period; or
  - b. Other than **executives** or **directors and officers** if such **claim** is brought and maintained without any active assistance or participation of, or solicitation by, any **executives** or **directors and officers**; or
5. Any **claim** brought by a whistleblower pursuant to any federal, state, or local statutory or common law.

H. Intellectual Property

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any actual or alleged infringement of patent or misappropriation of trade secrets or other intellectual property rights; provided, however, that this exclusion shall not apply to any **publishers liability**. Furthermore, this exclusion shall not apply to any **claim** against any **insured persons**.

I. Outside Service

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any **wrongful act** in the discharge of the duties of any of the **insured persons** as a director, officer, trustee, employee, volunteer or member of any entity other than the **organization**, even if directed or requested to serve such other entity by the **organization**; provided, however, that this exclusion shall not apply to the extent:

1. Such **claim** is based on the service of an **insured person** in an **outside position**; and
2. The **loss** resulting from such **claim** is not indemnified by the **outside organization** or any of its insurers.

J. Professional Services

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of the performance of or failure to perform **professional services** other than educational services.

K. Sexual Misconduct

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any actual or alleged sexual abuse, sexual molestation, sexual misconduct or direct sexual activity.

L. Third Party Discrimination or Sexual Harassment

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any discrimination against or sexual harassment of any **third party**.

**M. Transportation**

We are not liable to pay, indemnify or defend any **claim** based upon, arising out of, or in consequence of any actual or alleged ownership, maintenance, operation, use, loading or unloading of automobiles, buses, all other motor vehicles and vehicles for use therewith and watercraft or aircraft of any type, that are owned, operated, hired or used by the **organization** for any purpose, including, but not limited to, the purpose of instruction in their use.

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**SECTION IV - SEVERABILITY OF EXCLUSIONS**

With respect to determining the applicability of the above exclusions, no **wrongful act** or knowledge possessed by any one of the **insureds** shall be imputed to any other **insureds** to determine if coverage is available, unless indicated otherwise.

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**SECTION V - LIMIT OF INSURANCE AND DEDUCTIBLES**

- A.** We will pay 100% of **loss** in excess of the applicable Deductible amount set forth in the Educators Legal Liability Coverage Part Declarations up to the Limit of Insurance set forth in the Educators Legal Liability Coverage Part Declarations, subject to the Shared Annual Aggregate Limit of Liability, if so set forth in the Common Policy Declarations.
- B.** In the event a single **claim** is covered under more than one Insuring Agreement, the Deductibles set forth in the Educators Legal Liability Coverage Part Declarations shall be applied separately to the part of the **loss** resulting from such **claim** covered by each Insuring Agreement and the sum of the Deductibles so applied shall constitute the Deductible for each single **claim**; provided, however, that the total Deductible as finally determined shall in no event exceed the largest of the applicable Deductibles. Notwithstanding the aforementioned, the Deductible applicable to Insuring Agreement **B.** shall apply to **loss** payable under any of the Insuring Agreements for which indemnification by the **organization** is legally permissible, whether or not actual indemnification is granted, unless the **organization** fails to indemnify any **insured person** due to the **financial impairment** of the **organization**. The Deductible shall be paid by the **organization**. Any **loss** paid by us within the Deductible shall be reimbursed by the **organization** within 30 days of our written request for such reimbursement.
- C.** **Defense costs** shall be part of and not in addition to the Limit of Insurance set forth in the Educators Legal Liability Coverage Part Declarations and the Shared Annual Aggregate Limit of Liability, if so set forth in the Common Policy Declarations. **Defense costs** we pay shall reduce such Limits of Insurance. **Defense costs** paid by the **organization** shall be applied against the Deductible.
- D.** Our maximum aggregate liability for all **loss** resulting from all **claims** under this Coverage Part shall be the Limit of Insurance set forth in the Educators Legal Liability Coverage Part Declarations, subject to the Shared Annual Aggregate Limit of Liability, if so set forth in the Common Policy Declarations.
- E.** If an Additional Defense Limit of Insurance is set forth in the Educators Legal Liability Coverage Part Declarations, **defense costs** will apply first to and reduce the Additional Defense Limit of Insurance. The Additional Defense Limit of Insurance will be in addition to and not part of the Limit of Insurance set forth in the Educators Legal Liability Coverage Part Declarations. The Additional Defense Limit of Liability is applicable to **defense costs** only. **Defense costs** paid by the **organization** shall be applied against the Deductible.
- Upon exhaustion of the Additional Defense Limit of Insurance, **defense costs** shall be part of and not in addition to the Limit of Insurance set forth in the Educators Legal Liability Coverage Part Declarations. **Defense costs** we pay shall reduce the Limit of Insurance.
- F.** If an Excess Side A Limit of Insurance is set forth in the Educators Legal Liability Coverage Part Declarations and if the Limit of Insurance has been exhausted, we provide the **insured persons** with an excess limit of insurance under Insuring Agreement **A.** Such Excess Side A Limit of Insurance will not exceed the amount set forth in the Educators Legal Liability Coverage Part Declarations. The Excess Side A Limit of Insurance is in addition to and not part of the Limit of Insurance, and it applies solely to **loss** resulting from any **claim** against an **insured person** to which Insuring Agreement **A.** is applicable
- G.** It is agreed that:
1. If a **loss** from any **claim** is payable but such payment would exceed the remaining applicable Limit of Insurance as set forth in the Educators Legal Liability Coverage Part Declarations, we will first pay the unpaid portion of such **loss** under Insuring Agreement **A.**; then to the extent that any amount of the applicable Limit of Insurance shall remain available, we will pay such **loss** to which Insuring Agreements **B.** and **C.** apply.

2. Upon written request of the president, chairperson or equivalent position of the **named insured**, we shall withhold payment of a covered **loss** under Insuring Agreements **B.** and **C.** until the president, chairperson or equivalent position of the **named insured** directs us to pay such covered **loss**. Such request shall not delay any payment under Insuring Agreement **A.**

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## SECTION VI - DEFENSE, INVESTIGATION AND SETTLEMENT

- A. We will have the right and duty to select counsel and defend the **insureds** against any **claim**; however, we will have no duty to defend the **insureds** against any **claim** to which this insurance does not apply.
  - B. We may make any investigation we deem necessary and may, with the consent of the **insureds** named in connection with the **claim**, make any settlement of any **claim** we deem expedient. If the **insureds** withhold consent to such settlement, our liability for all **loss** in connection with such **claim** shall not exceed:
    1. The amount of the proposed settlement plus **defense costs** incurred up to the date of the **insured's** refusal to consent to the proposed settlement; plus
    2. 90% of any settlement or judgment in excess of the proposed settlement amount referenced in **B.1.** above plus 90% of any **defense costs** incurred after the date the **insureds** refused to consent to the proposed settlement, subject in all events to the applicable Limit of Insurance and Deductible for such **claim**. The remaining 10% of any settlement or judgment in excess of the proposed settlement amount referenced in **B.1.** above plus 10% of any **defense costs** incurred after the date the **insureds** refused to consent to the proposed settlement shall be borne by the **insureds**, uninsured and at their own risk.
  - C. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the defense or payment of damages, judgments or settlements of covered **claims**.
-

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROFESSIONAL LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMUNITY ASSOCIATION DIRECTORS AND OFFICERS LIABILITY COVERAGE  
EDUCATORS LEGAL LIABILITY COVERAGE  
FINANCIAL INSTITUTIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE  
HEALTHCARE INSTITUTIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE  
NONPROFIT ORGANIZATION DIRECTORS AND OFFICERS LIABILITY COVERAGE  
PRIVATELY HELD COMPANY DIRECTORS AND OFFICERS LIABILITY COVERAGE  
PUBLICLY TRADED COMPANY DIRECTORS AND OFFICERS LIABILITY COVERAGE**

**SECTION III - EXCLUSIONS** is amended to add the following:

We are not liable to pay, indemnify or defend any **claim** for the rendering of or failure to render any professional service by or on behalf of any **insureds**.

All other provisions of the policy remain unchanged except as herein expressly modified.

**ML 328 01 16**

**ATTACHMENT 11.6**

- **Contract Renewal Rubric**

**ATTACHMENT 11.6, Part I**

**North Central Ohio Educational Service Center  
Community School Accountability Plan & Scoring Rubric**

**Annual Review and Renewal Application**

**Academic Performance- (Not all data points are applicable to all schools)**

School Year/ Measurement	PI (Performance Index)	IM (Indicators Met)	Value Added (Growth)	K – 3 Literacy (if applicable)	AMOs (Gap Closing)	Prepared for Success (if applicable)	Graduation Rate (4YR) (if applicable)	Graduation Rate (5YR) (if applicable)
<b>FY2017</b>								
<b>FY2016</b>								
<b>FY2015</b>								
<b>FY2014</b>								
<b>FY2013</b>								

1. Is the school meeting acceptable standards according to the existing Ohio Local Report Card?
2. Are students making sufficient growth to attain grade level proficiency? ( 1 or more academic year)
3. Is the school showing progress with interventions provided with students who are reading below grade level?
4. Are students graduating from high school?

Performance Index (PI)	Indicators Met (IM)	Overall, SWD, & Lowest 20% VA/Growth	K – 3 Literacy	AMOs (Gap Closing)	Prepared for Success (if applicable)	Graduation Rate(4YR)	Graduation Rate(5YR)
<b>3 Points:</b> Contract term average 90% – 100% with letter grade of (A) (Exceeds Standard)	<b>3 Points:</b> Contract term average 90% – 100% with letter grade of (A) (Exceeds Standard)	<b>3 Points:</b> Contract term average composite VA grade of (A) or (B) (Exceeds Standard)	<b>3 Points:</b> Contract term average 80% - 100% with letter grade of (A) (Exceeds Standard)	<b>3 Points:</b> Contract term average 90% – 100% with letter grade of (A) (Exceeds Standard)	<b>3 Points:</b> Contract term average 85% – 100% with letter grade of (A) (Exceeds Standard)	<b>3 Points:</b> Contract term average 93% – 100% with letter grade of (A)	<b>3 Points:</b> Contract term average 95% – 100% with letter grade of (A)
<b>2 Points:</b> Contract term average 70 % – 89.9 % with letter grade of (B) or (C) (Meets Standard)	<b>2 Points:</b> Contract term average 70 % – 89.9 % with letter grade of (B) or (C) (Meets Standard)	<b>2 Points:</b> Contract term average composite VA grade of (C) (Meets Standard)	<b>2 Points:</b> Contract term average 45 % – 79.9 % with letter grade of (B) or (C) (Meets Standard)	<b>2 Points:</b> Contract term average 70 % – 89.9 % with letter grade of (B) or (C) (Meets Standard)	<b>2 Point:</b> Contract term average 65 % – 84.9 % with letter grade of (B) (Meets Standard)	<b>2 Points:</b> Contract term average 84 % – 92.9 % with letter grade of grade of (B) or (C) (Meets Standard)	<b>2 Points:</b> Contract term average 85% – 94.9% with letter grade of (B) or (C)
<b>1 Point:</b> Contract term average 50 % - 69.9 % with letter grade of (D) (Does Not Meet	<b>1 Point:</b> Contract term average 50 % - 69.9 % with letter grade of (D)	<b>1 Point:</b> Contract term average composite VA grade of (D)	<b>1 Point:</b> Contract term average 25 % - 44.9 % with letter grade of (D)	<b>1 Point:</b> Contract term average 60 % - 69.9 % with letter grade of (D) (Does Not Meet	<b>1 Point:</b> Contract term average 15 % – 64.9 % with letter grade of (C) or (D)	<b>1 Point:</b> Contract term average 79 % grade of grade of	<b>1 Point:</b> Contract term average 80 % – 84.9 % with letter

Standard)	(Does Not Meet Standard)	(Does Not Meet Standard)	(Does Not Meet Standard)	Standard)	(D)	grade of (D)
<b>0 Points:</b> Contract term average below 50% with letter grade of (F) (Falls Far Below Standard)	<b>0 Points:</b> Contract term average below 50% with letter grade of (F) (Falls Far Below Standard)	<b>0 Points:</b> Contract term average composite of Contract term average composite VA grade of (F) (Falls Far Below Standard)	<b>0 Points:</b> Contract term average below 25% with letter grade of (F) (Falls Far Below Standard)	<b>0 Points:</b> Contract term average below 60% with letter grade of (F) (Falls Far Below Standard)	<b>0 Points:</b> Contract term average below 15% with letter grade of (F) (Falls Far Below Standard)	<b>0 Points:</b> Overall Graduation Rate equals (F) (Falls Far Below Standard)

Total Points Possible = \_\_\_ / \_\_\_ earned (total may vary due to applicability of some components) **Weight = 20% of contract renewal application**

**Charter Contract Monitoring Measures**

	Score 1 (Meets Standard)	Score 0 (Does not meet Standard)	NOTES
<p><b>Education Program-</b> Is the school implementing the terms of the education program as defined in the current charter contract?</p> <p>The School implemented the material terms of the education program in all material aspects and the education program in operation reflects the material terms as defined in the charter contract, or the school has gained approval from the NCOESC for a charter modification to the material terms.</p>			
<p><b>Education Requirements-</b> Does the school materially comply with applicable laws, rules, regulations, and provisions of the charter contract relating to education requirements? Including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Academic Program Assurances Instructional days or hours requirements</li> <li>• Graduation requirements</li> <li>• Promotion and Acceleration requirements</li> <li>• Alignment with Ohio's Learning Standards</li> <li>• State Assessments</li> <li>• Implementation of mandated programming as a result of state or federal funding.</li> <li>•</li> </ul>			
<p><b>Students with Disabilities-</b> Is the school protecting the rights of students with disabilities? Consistent</p>			

<p>with the school's status and responsibilities as an LEA, the school materially complies with applicable laws, rules, regulations, and provisions of the charter contract (including IDEA, Section 504, and ADA) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Equitable access and opportunity to enroll</li> <li>• Identification and referral</li> <li>• Appropriate development and implementation of IEPs and 504 Plans</li> <li>• Operational compliance, including provision of services in the LRE, and appropriate inclusion in the school's academic program, assessments, and extracurricular activities</li> <li>• Discipline, including due process protections, manifestation determinations, and behavioral intervention plans</li> <li>• Access to the school's facility and program to students in a lawful manner and consistent with students' IEPs or 504 Plans</li> <li>• Appropriate use of all available funding</li> <li>• The school is on a Corrective Action Plan and is actively making progress to cure the deficiency.</li> </ul>		
<p><b>*English Language Learners (ELL) Students- Is the school protecting the rights of ELL students?</b></p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to requirements regarding English Language Learners (ELLs), including but not limited to:</p> <ul style="list-style-type: none"> <li>• Equitable access and opportunity to enroll</li> <li>• Required policies related to the service of ELL students</li> <li>• Compliance with native language communication requirements</li> <li>• Proper steps for identification of students in need of ELL services</li> <li>• Appropriate and equitable delivery of services of identified students</li> <li>• Appropriate accommodations on assessments</li> <li>• Exiting of students from ELL services-Ongoing monitoring of exiting students</li> </ul>		
<p><b>Governance Requirements — Is the school complying with governance requirements?</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Board policies, including those related to oversight of an Education Service Provider (ESP), if applicable</li> <li>• Board Bylaws</li> <li>• Board Training</li> </ul>		

<ul style="list-style-type: none"> <li>• Sunshine Laws: proper notice of meetings, changes to meeting times/locations, cancellation notices, and starting on time</li> <li>• Code of Ethics</li> <li>• Conflicts of Interest</li> <li>• Board composition and/or membership rules</li> <li>• Compensation for attendance at meetings</li> </ul>		
<p><b>*Management Accountability- Is the school holding management accountable?</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Maintaining authority over management, holding it accountable for performance as agreed under written performance agreement, and requiring annual financial reports of the ESP</li> <li>• Oversight of management that includes holding it accountable for performance expectations which may or may not be agreed to under a written performance agreement</li> </ul>		
<p><b>Reporting Requirements- Is the school complying with reporting requirements?</b></p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to relevant reporting requirements to the ESC, ODE, and/or federal authorities, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Accountability tracking</li> <li>• Attendance and enrollment reporting</li> <li>• Compliance and oversight</li> <li>• Additional information requested by RCS</li> </ul>		
<p><b>Attendance Requirements- Is the school supporting attendance requirements?</b></p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to attendance goals by, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Reducing truancy</li> <li>• Incentives</li> <li>• Promoting daily student attendance</li> <li>• Promoting student retention</li> <li>• Counseling parents</li> </ul>		
<p><b>Students - Is the school protecting the right of all students?</b></p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the rights of students, including but not limited to:</p>		

<ul style="list-style-type: none"> <li>• Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment)</li> <li>• The collection and protection of student information</li> <li>• Due process protections, privacy, civil rights, and student liberties requirements including First Amendment protections and the prohibition of public schools from engaging in religious instruction</li> <li>• Conduct of discipline</li> <li>•</li> </ul>		
<p><b>Highly Qualified Staffing- Is the school meeting teacher and other staff credentialing requirements?</b></p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to State certification requirements and Federal HQT requirements.</p>		
<p><b>Employee Rights- Is the school respecting employee rights?</b></p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to employment considerations, including those relating to the FMLA, ADA, and employment contracts</p>		
<p><b>Background Checks- Is the school completing required background checks for all employees?</b></p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to background checks of all applicable individuals.</p>		
<p><b>Health &amp; Safety- Is the school complying with facilities and transportation requirements?</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Americans with Disabilities Act (ADA)</li> <li>• Health and Safety Inspections (Fire, Health, etc.)</li> <li>• Certificate of Occupancy</li> <li>• Liability Insurance Coverage</li> <li>• Student Transportation</li> <li>• Safety Plan Submission to Safer Schools/ Department of Homeland Security</li> <li>• Fire, Emergency Evacuation &amp; Tornado Drills</li> </ul>		
<p><b>Health &amp; Safety- Is the school complying with health &amp; safety requirements?</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Nursing services and dispensing of medication to students (screenings, logs, policies)</li> <li>• Food Service Inspections</li> </ul>		

<ul style="list-style-type: none"> <li>• Health and Wellness requirements</li> <li>• Other services</li> </ul>		
<p><b>Student Records- Confidentiality Laws-</b> Is the school handling confidential information appropriately?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to the handling of information, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Maintaining the security of and providing access to student records under FERPA and other applicable authorities</li> <li>• Accessing documents maintained by the school under the state's Freedom of Information Law and other applicable authorities</li> <li>• Transferring of student records</li> <li>• Proper and secure maintenance of testing materials</li> </ul>		
<p><b>Other Obligations-</b> Is the school complying with other obligations?</p> <p>The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract that are not otherwise explicitly stated herein, including but not limited to requirements from the following sources:</p> <ul style="list-style-type: none"> <li>• Revisions to State Charter Law</li> <li>• Intervention requirements by the NCOESC</li> <li>• Intervention requirements by the Ohio Department of Education</li> <li>• Requirements by other entities to which the charter school is accountable</li> </ul>		
<p><b>Financial Performance- Near-Term Measures-Current Ratio:</b> Current Assets divided by Current Liabilities Source: Audited Balance Sheet</p> <p>Current Ratio is greater than or equal to 1.1 or Current Ratio is between 1.0 and 1.1 and one-year trend is positive</p>		
<p><b>Financial Performance- Near-Term Measures-</b> Unrestricted Days Cash:</p> <p>Unrestricted Cash divided by (Total Expenses minus Depreciation Expenses/ 365</p> <p>60 Days Cash or between 30 and 60 days cash and one-year trend is positive</p>		
<p><b>Financial Performance- Debt Default-</b> Is the school able to meet its debt obligations or covenants? (Source: Notes to Audited Financial Statement)</p> <p>School is not in default of loan covenant(s) and/or is not delinquent with debt service payments</p>		

<p><b>Financial Performance- Sustainability Measures- Enrollment variance:</b> Sufficiency of revenues to fund ongoing operations (Source: Projected Enrollment in the approved budget for the year vs. actual enrollment) Enrollment Variance equals or exceeds 95% in the most recent year</p>		
<p><b>Financial Performance- Sustainability Measures- Total Assets Source: Audited Balance Sheet)</b> Debt to Asset Ratio is less than 0.9</p>		
<p><b>Financial Reporting and Compliance- Is the school meeting financial reporting and compliance requirements?</b> The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial reporting requirements, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Complete and on-time submission of financial reports, including annual budget, revised budgets (if applicable), periodic financial reports as required by the authorizer, and any reporting requirements if the board contracts with an Education Service Provider (ESP)</li> <li>• On-time submission and completion of the annual independent audit and corrective action plans, if applicable</li> <li>• All reporting requirements related to the use of public funds</li> </ul>		
<p><b>Financial Management and Oversight- Is the school following generally Accepted Accounting Principles? (GAAP)</b> The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit, including but not limited to:</p> <ul style="list-style-type: none"> <li>• An unqualified audit opinion</li> <li>• An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses</li> </ul> <p>An audit that does not include a significant going concern disclosure in the notes or explanatory paragraph within the audit report</p>		

\*Items that do not apply to all school.

Total Points Possible = \_\_\_ earned (total may vary due to applicability of some components) Weight = 30% of contract renewal application

**Charter Contract Monitoring Measures**

<b>Compliance Indicator Scale*</b>	<b>Falls Below Standard 0 Points (sub score is 0)</b>	<b>Meets Standard 1 Point (sub score is 1)</b>
<b>Weight 30%</b>	<b>0%- 75%</b>	<b>76% - 100%</b>

**Date:**

**Contract Expiration Date:**

**Reviewer Participants:**

# Accountability Framework



Annual Review for \_\_\_\_\_  
 \_\_\_\_\_ School Year

*The North Central Ohio Educational Service Center is committed to community school authorizing and adherence to the use of quality authorizing practices. This commitment includes establishing quality partnerships with developers and educational leaders of community schools by providing sponsorship service for monitoring, oversight, and technical support that meets and exceeds excellence in support of school choice options.*

Date of Review Meeting: Review Conducted by:	Name:	Title:	Signature:
	Names:	Titles:	Signatures:
Community School Stakeholders Present at Review Meeting:			

## Annual Achievement Data Review

<b><i>How many students passed the state tests? How well did students do on the state tests?</i></b>				
<b><i>Percent of Indicators Met 201_-201_:</i></b>		<b><i>Grade:</i></b>		
<b><i>Percent of Indicators Met 201_-201_:</i></b>		<b><i>Grade:</i></b>		
<b><i>*Not all data points are applicable to all schools. Data points may change to align with changes in state testing metrics.</i></b>	<b><i>Percentage of Students Proficient in Community School 2015-2016</i></b>	<b><i>Percentage of Students Proficient in Community School 2016-2017</i></b>	<b><i>Percentage of Students Proficient in Similar Districts 2016-2017</i></b>	<b><i>Percentage of Students Proficient in the State 2016-2017</i></b>
Grade 3 Reading				
Grade 3 Mathematics				
Grade 4 Reading				
Grade 4 Mathematics				
Grade 4 Social Studies				
Grade 5 Reading				
Grade 5 Mathematics				
Grade 5 Science				
Grade 6 Reading				
Grade 6 Mathematics				
Grade 6 Social Studies				
Grade 7 Reading				
Grade 7 Mathematics				
Grade 7 Science				
Grade 8 Reading				

Grade 8 Mathematics				
English Language Arts I				
Algebra I				
Integrated Mathematics I				
Geometry				
American History				
American Government				
OGT Reading				
OGT Writing				
OGT Mathematics				
OGT Science				
OGT Social Studies				

**Performance Index Points:** \_\_\_\_\_ **Grade:** \_\_\_\_\_

**Performance on other valid and reliable assessments (as defined by contract):**

<b>Reinforcement Areas:</b>	<b>Refinement Areas:</b>
-----------------------------	--------------------------

**How well are all students doing in your district in reading, math, and graduation? Is every student succeeding, regardless of Income, race, ethnicity, or disability?**

<b>Gap Closing</b>	AMO Reading 201_-201_	AMO Reading 201_-201_	AMO Math 201_-201_	AMO Math 201_-201_	AMO Graduation 201_-201_	AMO Graduation 201_-201_
Elementary						

High School							
District							
Graduation Rate							
<i>Reinforcement Areas/Subgroups:</i>				<i>Refinement Areas/Subgroups:</i>			

<b><i>K-3 Literacy</i></b>							
K-3 Literacy Grade 201_-201_				K-3 Literacy Grade 201_-201_			
<i>Reinforcement Areas:</i>				<i>Refinement Areas:</i>			

**Annual Value Added Review**

<b><i>How much did students learn in a year? Did students get a year's worth of growth? Did they get more? Did they get less?</i></b>	
Overall Grade 201_-201_:	
Overall Grade 201_-201_:	

	Value Added (below, met, above) 201_-201_:	Value Added (below, met, above) 201_-201_:
Grade 4 Reading		
Grade 4 Mathematics		
Grade 5 Reading		
Grade 5 Mathematics		
Grade 6 Reading		
Grade 6 Mathematics		
Grade 7 Reading		
Grade 7 Mathematics		
Grade 8 Reading		
Grade 8 Mathematics		
English Language Arts I		
English Language Arts II		
Algebra I		
Integrated Mathematics I		
Geometry		
Integrated Mathematics II		
<b>Reinforcement Areas:</b>		<b>Refinement Areas:</b>

## Annual Graduation Rate Review

<b>How many ninth graders graduate in four or five years?</b>			
<b>Overall Grade 201_-201_:</b>			
<b>Overall Grade 201_-201_:</b>			
Four Year Graduation Rate 201_-201_	Four Year Graduation Rate 201_-201_	Five Year Graduation Rate 201_-201_	Five Year Graduation Rate (8 Year Graduation Rate) 201_-201_

Post Secondary Enrollment Information (if applicable):	
<i>Reinforcement Areas:</i>	<i>Refinement Areas:</i>

Academic/Growth Related SMART (Specific, Measurable, Action Oriented, Realistic, Time Based) Goals, based on multi-year data trends and to close gaps with similar schools and the state:

Annual Climate Review: Attendance Rate

<b><i>What is the average attendance?</i></b>	
201_-201_ Attendance Rate:	201_-201_ Attendance Rate:

<i>Reinforcement Areas:</i>	<i>Refinement Areas:</i>

Annual Climate Review: Classroom Observation/Interview Data

<b><i>Summary of Classroom Observations/Interviews:</i></b>	
<i>Reinforcement Areas:</i>	<i>Refinement Areas:</i>

SMART (Specific, Measurable, Action Oriented, Realistic, Time Based) Goals Related to Climate Data:
Attendance Rate, Classroom Observations, Interviews

Annual Fiscal Data Review

<i>Summary of Fiscal Data</i>	
<i>Reinforcement Areas:</i>	<i>Refinement Areas:</i>

SMART (Specific, Measurable, Action Oriented, Realistic, Time Based) Goals Related to Fiscal Data:

Annual Compliance Data Review

<b>Summary of Compliance Data</b>	
Reinforcement Areas:	Refinement Areas:

SMART (Specific, Measurable, Action Oriented, Realistic, Time Based) Goals Related to Compliance Data:			

This annual review was prepared by the North Central Ohio Educational Service Center, with goals Set in partnership with \_\_\_\_\_. This information will inform contract renewal decisions for upcoming school years. The information will be reassessed on \_\_\_\_\_, with NCOESC using the information to move forward with one of the following actions:

- 1)Continued Sponsorship, 2) Probation, 3) Suspension, 4) Termination, 5)Closure

## ATTACHMENT 11.19

- Resolutions Approving Contract
- 
-

614-564-9603



# BERWYN EAST ACADEMY

1850 Bostwick Road  
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*Philip Von Blond*  
President.

## MINUTES — ACADEMY BOARD OF DIRECTORS

Regular Meeting, 20 March, 2018, 6:00 PM, 2740 Eastland Mall B, Columbus OH 43232.

MEMBER ATTENDANCE			
Philip Dunn Von Blond	President	Present	Elected May 2015 expires June 2018
Linda Watson	Vice President	Absent	Elected July 2014 expires June 2017
William Zomes	Secretary	Present	Elected June 2016 expires June 2019
Susan Lear	Director	Present	Elected June 2016 expires June 2019
Karriejo Coit	Director	Absent	Elected June 2016 expires June 2019
NON-DIRECTORS			
Shannan Jones Enoch	Academy Superintendent	Present	
Todd Johnson	Treasurer	Present	
Krista Gerhan	NCOESC Representative	Present	
Amy Borman, Esq.	Board Attorney	Absent	
Adam Schira	Board Attorney	Present	
Bruce Henson	ACCEL Schools Representative	Present	
Demick Shellen	ACCEL Schools Representative	Present	
Contractor	ACCEL Schools Contractor	Present	

TOPIC	SUMMARY	ACTION (what-who-when)
CALL TO ORDER and REVIEW AGENDA	A quorum being present, the regular meeting was called to order at 6:03 PM.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Review and Approval of Minutes	MOTION made, seconded (Zomes, Lear) to approve, adopt and ratify the minutes of meeting of 21 February 2018. Passed unanimously	
OLD BUSINESS		
ACTION ITEMS		
Board Member Search	• Von Blond has two resumes and along with Lear will contact the two candidates.	



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*Philip Von Blond  
 President*

## MINUTES — ACADEMY BOARD OF DIRECTORS

Regular Meeting, 25 April, 2018, 6:00 PM, 2740 Eastland Mall B, Columbus OH 43232.

### MEMBER ATTENDANCE

Philip Dunn Von Blond President Present *Elected May 2015 expires June 2018*  
 Linda Watson Vice President Absent *Elected July 2014 expires June 2017*  
 William Zornes Secretary Present *Elected June 2016 expires June 2019*  
 Susan Lear Director Present *Elected June 2016 expires June 2019*

### NON-DIRECTORS

Shannan Jones Enoch Academy Superintendent Present  
 Todd Johnson Treasurer Absent  
 Krista Gerhart NCOESC Representative Present  
 Amy Borman, Esq. Board Attorney Absent  
 Adam Schira Board Attorney Present  
 Bruce Henson ACCEL Schools Representative Present  
 Derrick Shelton ACCEL Schools Representative Present  
 Natalie Ravis ACCEL Schools Representative Present  
 Pam Rowland NCOESC Representative Present  
 Stacy Brookins Berwyn East Academy Present Visitor  
 Emily Leader Berwyn East Academy Present Visitor  
 Andrea Swanson Berwyn East Academy Present Visitor  
 Amber Butler Berwyn East Academy Present Visitor

TOPIC	SUMMARY	ACTION (what-who-when)
CALL TO ORDER and REVIEW AGENDA	A quorum being present, the regular meeting was called to order at 6:08 PM.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Review and Approval of Minutes	MOTION made, seconded (Zornes, Lear) to approve, adopt and ratify the minutes of meeting of 20 March 2018. Passed unanimously.	
OLD BUSINESS ACTION ITEMS		

<b>Board Member Search</b>	<ul style="list-style-type: none"> <li>• Von Blond interviewed candidate, Tom Garske, for Board and provided a recommendation for membership.</li> </ul>	
Motion to accept Tom Garske as New Board Member	MOTION made, seconded (Zornes, Lear) to accept Garske as new board member pending security check and without board member training. Passed unanimously.	
Motion to accept Linda Watson as Board Member and Vice President	MOTION made, seconded (Zornes, Lear) to accept the resignation of Linda Watson as Board Member and Voce President upon receipt of written resignation. Passed unanimously. Written resignation received 26 April 2018.	
<b>ACCEL SCHOOLS MANAGEMENT REPORT</b>		
<b>PART 1: PRINCIPAL/SUPERINTENDENT'S REPORT</b>	<p>Enoch presented: See attached report. Highlights:</p> <ul style="list-style-type: none"> <li>• AIR testing completed;</li> <li>• Up to date on ETR and IEP meetings,</li> <li>• Summer School for 3rd grade students and students who have an IEP (make-up minutes).</li> </ul> <p>Shelton presented:</p> <ul style="list-style-type: none"> <li>• Von Blond signed Ethics and Conflicts Policy approved during the October meeting.</li> <li>• Presented the Eastland Preparatory academy 2018-2019 School Calendar.</li> <li>• Recommended shortening the school year by one week,</li> </ul>	Mrs. Enoch to put written report on Website as a Minutes attachment
Motion to approve Eastland Preparatory Academy school year calendar	MOTION made, seconded (Zornes, Lear) to approve Eastland Preparatory Academy 2018-2019 school year calendar Passed unanimously.	
Motion to approve shortening the Eastland Preparatory Academy school year	MOTION made, seconded (Zornes, Lear) to approve shortening the 2017-2018 Eastland Preparatory Academy school year Passed unanimously.	

<p><b>PART 2: ACCEL SCHOOLS MANAGER'S REPORT</b></p>	<p>Henson presented:</p> <ul style="list-style-type: none"> <li>• Vacate current facilities by 30 June 2018.</li> <li>• Move to begin on or about 18 June 2018. Items for move need to be identified.</li> <li>• Playground equipment could possibly be sold and so recommended.</li> <li>• Presented Market initiatives (see handout). Marketing team will attend next board meeting. Henson to provide .pdf file with school logos.</li> <li>• ACCEL schools has its own Columbus marketing representative.</li> <li>• Henson requested a resolution for the school to change its charter to k through 12 subject to approval by the sponsor</li> <li>• Building renovation update.</li> </ul>	
<p>Motion to approve selling the Eastland Preparatory Academy playground equipment</p>	<p>MOTION made, seconded (Lear, Zornes) to approve authorizing to sell playground equipment at fair market value with removal at buyer's expense. Passed unanimously.</p>	
<p>Motion to approve changing the Eastland Preparatory Academy charter</p>	<p>Motion made, seconded (Zornes, Lear) to approve a resolution for the school to change its charter to K through 12 subject to approval by the Sponsor</p>	
<p><b>TREASURER'S REPORT</b></p>	<p>Zornes read Johnson's report into the minutes:</p> <ul style="list-style-type: none"> <li>• See Agenda.</li> </ul> <p>Speaking to items within the report:</p> <ul style="list-style-type: none"> <li>• Von Blond spoke with Mike Flora about the budget and takes the position that it will result in a surplus and not a deficit.</li> <li>• Schira reported that the terms of the lease have not been finalized.</li> <li>• Budget vote will be deferred to the next board meeting.</li> </ul>	<p>Mrs. Enoch to put written reports on Website as a Minutes attachment.</p>
<p>Motion on Accepting Treasurer's Report</p>	<p>MOTION made, seconded (Lear, Zornes) to accept Treasurer's report as submitted. Passed unanimously.</p>	
<p><b>SPONSOR'S REPORT</b></p>	<p>Gerhart presented:</p> <ul style="list-style-type: none"> <li>• Standards revisions will start soon.</li> <li>• School improvement process information will be shared.</li> <li>• Sponsorship Contract approval. Board legal counsel Borman and Schira reviewed and recommend approval.</li> </ul>	<p>Mrs. Enoch to put written reports on Website as a Minutes attachment.</p>
<p>Motion to return to accept Sponsor's Report.</p>	<p>Motion made, seconded (Zornes, Lear) for the Board to accept Sponsor's Report. Passed unanimously.</p>	

Motion to approve a successor contract with the Sponsor	Motion made, seconded (Lear, Zornes, Lear) to approve a successor contract with the Sponsor as provided to the board by board counsel and to authorize the Board president to execute the agreement on the boards behalf.	
NEW BUSINESS ACTION ITEMS	<ul style="list-style-type: none"> <li>• Approval of Retention Bonuses. Deferred to the next Board meeting.</li> <li>• Board training to be conducted by Dickinson Wright prior to the next Board meeting at 5 PM.</li> <li>• Recognition of guests.</li> </ul>	
CONTINUING BUSINESS	None.	
Next Meeting	Regular meeting as scheduled for Wednesday, 16 May 2018 at 6:00 PM, at 2740 Eastland Mall B, Columbus OH 43232.	
Evaluation & Adjournment	Group discussion on how meeting went on scale of 1-10, and how to improve was not discussed. MOTION made, seconded (Zornes Lear) to adjourn. Passed unanimously. Adjourned at 7:24 PM.	
Future Areas	None discussed.	<i>(Think about these as agenda items in the future)</i>

**CERTIFICATION:**

Proposed minutes prepared and submitted by William A Zornes, Secretary, Board Member, 16 May 2018.

Not official until approved at a subsequent board meeting.

Distribution: Members, Minutes Book, Internet Website