

This **CHARTER** is entered into by and between **St. Aloysius** (“**Sponsor**”) and **Edge Learning, Inc** (“**School Governing Authority**”), the governing board of a new start-up Ohio public community school established as a public benefit corporation under Ohio Revised Code (R.C.) Chapter 1702.

WHEREAS, R.C. Chapter 3314 permits Ohio public community schools; and

WHEREAS, **St. Aloysius** is an authorized **Sponsor** under R.C. Chapter 3314; and

WHEREAS, the **School Governing Authority** is an Ohio public benefit corporation with its corporate principal place of business located at **92 North Union Street, Akron, Ohio 44304** (address of school) (“**School**”) in **Summit County**, Ohio; and

WHEREAS, the **School** is located in the **Akron City School District** (school district); and

WHEREAS, the **School Governing Authority** wishes to fully state or restate its agreement to operate an Ohio community school;

NOW THEREFORE, the **School Governing Authority** and the **Sponsor** enter into this Charter pursuant to the following terms and conditions. All Attachments and Recitals to this Charter are incorporated by reference and made a part of this Charter.

## **ARTICLE I**

### **Purpose**

1.1 **Purpose.** This Charter authorizes the operation of the **School** pursuant to R.C. Chapter 3314. Such school shall be a public school, independent of any School District and is part of the State of Ohio Program of Education. Pursuant to R.C. Section 3314.01, the **School Governing Authority** may sue and be sued, enter into a contract with a sponsor, acquire facilities as needed, and charter for services necessary for the operation of the **School**. The **School Governing Authority** may carry out any act and ensure the performance of any function that is in compliance with the Ohio Constitution, R.C. Chapter 3314, other statutes applicable to community schools and the terms of this Charter. The **School Governing Authority** is responsible for the management and administration of the **School**. The **School Governing Authority** covenants and agrees to Sections 1.2 through 1.6 below.

1.2 **Trade Names** The **School Governing Authority** shall hold all rights to the name of the **School** and any trade names or fictitious names.

1.3 **Public Benefit Corporation.** The **School Governing Authority** must be an Ohio Public Benefit Corporation under R.C. 1702.01(P), if formed after April of 2003. Attached as **Attachment 1.3** are the Certificate of Incorporation, Articles of Incorporation, and Code of Regulations. Any changes or updates in any of these documents must be reported in writing to the **Sponsor** within five (5) business days of the effective date of such changes, along with a copy of all documentation and filings.

For schools beginning operation after July 1, 2024, the **School Governing Authority** shall apply to qualify as a federal tax exempt entity under Section 501(c)(3) of the Internal Revenue Code no later than December 31 of the current year. The **School Governing Authority** shall submit a copy of the application as submitted to the IRS to the **Sponsor** within five (5) business days of submission. Any change in tax status of the **School** must be reported in writing to the **Sponsor** within ten (10) business days after notice to the **School** or the **School Governing Authority**, with a copy of any documentation and official/governmental notices or letters.

1.4 **Sponsor.** The **Sponsor** shall carry out the responsibilities established by law and in accordance with the written agreement entered into with the Department of Education and Workforce under division (B) of Ohio Revised Code Section 3314.015, and provide monitoring, oversight and technical assistance to the **Schools** in accordance with R.C. 3314.03(D) by completing the following:

- (a) Monitor the **School's** compliance with the laws applicable to the **School** and with this Charter;
  - (i) Conduct site visits to the **School** as necessary, but at least twice annually while classes are in session with one visit during the first half of the school year and the other visit during the second half of the school year; and
- (b) Monitor and evaluate the academic performance and the organization of the **School** as delineated in the Performance Framework included as Attachment 6.4b, the state report cards issued for the **School** under R.C. 3302.03 and R.C. 3314.07 on at least an annual basis and provide the **School** and **School Governing Authority** with an annual report.
  - (i) Report on annual basis the results of the evaluation conducted under R.C. 3314.03(D)(2) to the department of education and to the parents of students enrolled in the community school; and
- (c) Provide reasonable technical assistance to the **School Governing Authority** in complying with this Charter and with applicable laws (provided, however, the **Sponsor** shall not be obligated to give legal advice to the **School Governing Authority** (*See* 2.7 below); and
- (d) Take steps to intervene in the **School's** operation to correct problems in the **School's** overall performance.
  - i. If necessary, declare the **School Governing Authority** to be on probation pursuant to R.C. 3314.073. The **Sponsor** shall monitor the actions taken by the **School Governing Authority** to remedy the conditions that have warranted probationary status as specified by the **Sponsor**.
  - ii. The **Sponsor** may take over the operation of the **School** and may remove or replace School Governing Authority members at its sole discretion should the **School Governing Authority** or any of its members: (1) materially and substantially

modify the operations of the **School** without approval from the **Sponsor**, when such approval is required by law or the terms of this Contract; (2) totally abandon or be in material breach of its duties hereunder or at law, or (3) for other good cause.

For purposes of this section, “for other good cause” means the following: a) the Governing Authority’s prolonged failure or refusal to act on any lawful directive given by the **Sponsor**; b) the Governing Authority’s continued failure to substantially perform its duties for a period of thirty (30) days after written demand from the **Sponsor** is delivered where the failure is specifically identified and remedy can be achieved within thirty (30) days; c) misappropriation (or attempted misappropriation) of **School** funds; d) a Governing Authority member or members has knowingly made a false certification to the **Sponsor**; e) the Governing Authority has willfully engaged in misconduct, which is deemed by the **Sponsor** in good faith to be materially injurious to the **School** or potentially injurious to the **School**, monetarily or otherwise; or f) Governing Authority members exhibit dishonesty, habitual neglect, persistent and serious deficiencies in performance of its duties, or incompetence in the performance of its duties, or acts in a manner that is likely to cause immediate and irreparable harm to the **School** or its students.

In all cases the **Sponsor** will limit this power to the extent necessary to address the specific issue(s) cited by the **Sponsor** for items (1)-(3) of this section. In addition, prior to taking over the operation of the **School** or removing or replacing School Governing Authority member(s) pursuant to this section, the sponsor shall provide written notice to the **School** citing the issue(s), and provide at least thirty (30) days for the **School** to cure the issue(s).

- iii. If necessary, suspend the operation of the **School** pursuant to Ohio Revised Code section 3314.072 if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**;
  - iv. If necessary, terminate the contract of the **School** pursuant to Ohio Revised Code section 3314.07 if the **Sponsor** at any time finds that the **School Governing Authority** is no longer able or willing to remedy those conditions to the satisfaction of the **Sponsor**;
- (e) Monitor and evaluate the **School’s** fiscal performance and establish and/or require a plan of action to be undertaken if the **School** experiences financial difficulties before the end of the school year;
- (i) Upon learning of financial difficulties, the **Sponsor** shall provide the **School Governing Authority** with a reasonable time frame to submit a plan of action; and
  - (ii) The **Sponsor** shall review and approve the plan within five (5) business days of receipt; and

- (f) Provide assurances in writing to the department of education not later than ten business days prior to the opening of the **School's** first year of operation or, if the **School** is not an internet- or computer-based community school and it changes the building from which it operates, the opening of the first year it operates from the new building, as required in R.C. Section 3314.19; and
- (g) Abide by the requirements in the **Sponsor's** contract with the Department of Education and Workforce, even should those requirements affect the **School** and/or the **School Governing Authority**;
- (h) Other activities designed to specifically benefit the **School**;
- (i) The **Sponsor** will oversee community school closure; and
- (j) Have in place a plan of action to be undertaken in the event the community school experiences financial difficulties or closes prior to the end of a school year.

## **ARTICLE II**

### **School Governing Authority**

2.1 **Governing Authority Members.** The **School Governing Authority** (its Board of Directors "Board") must contain at least five (5) Directors ("Directors" or "members"), who are not owners or employees, or relatives of owners or employees, of the **School** or any for-profit company that operates or manages the **School**. Further, **School Governing Authority** members shall be disinterested parties as defined by R.C. 102.03, 2921.42 and 2921.43. The Board shall provide the **Sponsor** with personal information not related to school business in order to enhance the **Sponsor's** ability to contact the Board, which personal information will not be attached to this Contract as it is not a public record. Current resumes, which shall include full name, home and/or work address, a valid telephone number and electronic mail address, for each **School Governing Authority** member will be provided to the **Sponsor** prior to the member being appointed to the **School Governing Authority**, but shall not be a part of this Contract. The **School Governing Authority** agrees to comply with the procedures by which the members of the **School Governing Authority** of the **School** will be selected in the future as set forth in its code of regulations. The **Sponsor** shall be notified of any changes in Directors in within five (5) business days of such change. **School Governing Authority** members may be compensated per R.C. 3314.02(E)(5) in accordance with the Board's policy on compensation.

Each **School Governing Authority** member agrees to execute a conflict-of-interest statement on an annual basis and provide a copy to the **Sponsor** within ten (10) days of signing.

The **School Governing Authority** must meet at least six (6) times per year and must send notice of all regular meetings to the **Sponsor** at least three (3) business days prior to the meeting. If the **School Governing Authority** calls a special meeting, notice must be sent twenty-four (24) hours prior to the meeting. If the **School Governing Authority** calls an emergency meeting, notice must be sent immediately. The **School Governing Authority** must maintain a policy regarding how it

will notify the public of all meetings. The **School Governing Authority** shall submit a meeting schedule to the **Sponsor** no later than July 1<sup>st</sup> of each school year. Any changes to the regular meetings schedule which affect all future meetings of the **School Governing Authority** shall be communicated within ten (10) business days of the change being approved.

All names of **School Governing Authority** members shall be posted on the **School's** website and updated timely as necessary.

2.2 **Training of Governing Authority Members.** All new **School Governing Authority** members are required to attend Board training and shall begin the training within ninety (90) days of appointment and complete the training within six (6) months. Training for new members must be at least four (4) hours in length. Additionally, the training must be approved by the **Sponsor** prior to completion. Existing Board members are encouraged to participate in Board training on an annual basis to remain current regarding their responsibilities as a member of the **School Governing Authority**. The **Sponsor** reserves the right to require additional training of any **School Governing Authority** member(s) at the **Sponsor's** reasonable discretion.

2.3 **Criminal Background Checks of Governing Authority Members.** Under R.C. 3314.19(I), all **School Governing Authority Members** are required to obtain a criminal background check in the manner prescribed in R.C. 3319.39, including both a BCI and a FBI under the standards set out in RC. 3319.39, before serving on the Governing Authority. The **School** shall obtain the consent of each potential member of the Governing Authority to release that persons background checks to the **Sponsor** and to the Governing Authority. The BCI and FBI background checks must have been completed within one (1) year prior to the Governing Authority Member being appointed to the **School Governing Authority**. A copy of the BCI and FBI check will be submitted to the **Sponsor**. The **Sponsor** shall indicate preliminarily its approval of potential School Governing Authority member pursuant to the R.C. 3319.39 standards and communicate the approval to the **School Governing Authority**. The board has final approval of any new appointment to the Governing Authority.

2.4 **Material Adverse Effect.** The **School Governing Authority** shall deliver to the **Sponsor** promptly upon any director, trustee, officer, employee, operator, or agent of the **School Governing Authority** obtaining knowledge of any event or circumstance that could reasonably be expected to have a material adverse effect on the operation, properties, assets, condition (financial or otherwise), prospects or reputation of the **School** including, but not limited to:

- (a) Any material breach of any covenant or agreement contained in this Charter, or
- (b) Any default notice given to the **School Governing Authority** or any other action taken with respect to a claimed default under any financing obtained by the **School Governing Authority**, or
- (c) The failure of the **School Governing Authority** to comply with the terms and conditions of any certificates, permits, licenses, governmental regulations, a report in reasonable detail of the nature and date, if applicable of such event or circumstance and the **School Governing Authorities'** intended actions with respect thereto; or

- (d) The institution of any action, suit, proceeding, governmental investigation or arbitration against or affecting the **School Governing Authority** or any property thereof (collectively, “Proceedings”) not previously disclosed in writing by the **School Governing Authority**; or
- (e) Any material adverse development in any Proceedings to which the **School Governing Authority** is a party or the **School Governing Authority’s** property is subject which may not be covered by insurance and the Treasurer’s assessment of any financial impact to the school

Written notice of any of the above must be submitted to the **Sponsor** no later than ten (10) business days after receipt of notice provided to the **School Governing Authority**, a schedule of all Proceedings involving an alleged liability of, or claims against or affecting the **School Governing Authority** or, if there has been no change since the last such report, a statement to that effect, shall timely be sent to the **Sponsor**. Other such information as may be reasonably requested by the **Sponsor** to enable the **Sponsor** and its counsel to evaluate any of such Proceedings shall be sent immediately upon request by the **Sponsor**.

2.5 **Sponsor Oversight.** The **School Governing Authority** and the **School’s** administration covenant and agree to cooperate fully with the **Sponsor** in all activities as required by regulations of the Department of Education and Workforce for oversight of the **School**. This includes, but is not limited to:

- (a) Compliance site visits as determined necessary by the **Sponsor**. The **School Governing Authority** or designee must maintain documentation of all verification of compliance.
- (b) Monthly reviews of financials. All financials, operating budgets, assets, liabilities, enrollment records or similar information must be submitted by the Fiscal Officer of the **School** to the **Sponsor** by email to [financials@charterschoolspec.com](mailto:financials@charterschoolspec.com) no later than the 15<sup>th</sup> of every month for the previous months financial activity. The reports submitted may be in a format determined by the **School Governing Authority**, but must include:
  - (i) Cash Fund Report – a listing of all funds used showing the month’s and year’s activity and balances; and
  - (ii) Revenue Summary – a listing of all revenue received for the month and for the year; and
  - (iii) Statement of Net Position or Balance Sheet – statement showing assets, liabilities and net assets, in balance sheet form; and
  - (iv) Statement of Revenues, Expenses and Changes in Net Position or Income Statement – Statement showing monthly and year-to-date Revenue and Expenses comparative to corresponding budgeted amounts; and

- (v) Check Register – a listing of all checks for the month; and
- (vi) Cash Reconciliation – a book to bank reconciliation of all cash accounts with copies of bank statements; and
- (vii) Aged Accounts Payable Detail – a listing of all outstanding accounts payable aged in 30 day increments; and
- (viii) Enrollment Records – in the form of monthly FTEs; and
- (ix) Copy of the monthly State Community School Statement of Settlement Report, and Detail Funding Report.

Fiscal Officers will be notified if a deadline is not met and/or if reports submitted do not contain all of the data required. Both the Fiscal Officer and **School Governing Authority** will be notified if the **Sponsor** or its designee does not receive the required data within seven (7) calendar days of the deadline. Additionally, failure to provide the **Sponsor** with the required data within fifteen (15) business days of the deadline may result in a Corrective Action Plan; and

- (c) Signature on this document shall be evidence of granting to the **Sponsor** to read-only access to EMIS, and hard copies of other reports such as testing, with personally identifiable student information redacted.
- (d) Other appropriate and reasonable requests for information from the **Sponsor**.
- (e) **Sponsor** representatives shall be included in executive sessions provided such session do not include disputes with or claims of or to the **Sponsor** or matters subject to the attorney client privilege. When any **Sponsor** representative is included in an executive session, he/she will keep information discussed in executive session confidential.
- (f) The **School Governing Authority** shall have a post-audit conference unless waived by the Auditor of State's office and the School. The **Sponsor** shall participate in the post-audit conference even if the **School Governing Authority** chooses not to participate.

2.6 **Technical Assistance and Training by Sponsor.** The **Sponsor** may provide technical assistance and training to the **School** and its staff at such times and to the extent that the **Sponsor** deems appropriate or as the current law requires. The **School**, **School employees** and **School Governing Authority** may be required to attend training and receive technical assistance at the direction of the **Sponsor**.

2.7 **Governing Authority Contracts.** If the **School Governing Authority** contracts with an attorney, accountant, or entity specializing in audits, the attorney, accountant, or entity shall be independent from the operator with which the **School** has contracted.

2.8 **Internal Financial Controls.** The **School Governing Authority** shall submit copies of all policies and procedures regarding internal financial controls, including the **School's** credit card policy, adopted and include them as [Attachment 2.8](#) in this charter agreement.

2.9 **Public Records and Open Meetings Training.** The **School Governing Authority** members, the designated fiscal officer of the **School**, the chief administrative officer and other administrative employees of the **School**, and all persons contracted by the **School's** operator for supervisory or administrative services shall complete training on an annual basis on the public records and open meetings laws.

### **ARTICLE III**

#### **Operations**

3.1 **Student Transportation.** The **School Governing Authority** will work to assure that transportation of students is provided to the extent that such transportation is required by law and shall maintain a transportation plan in accordance with R.C. 3327.016 at all times. Under R.C. 3314.091 and 3327.02, the **School Governing Authority** must notify the local traditional public school district if the **School Governing Authority** will be accepting responsibility for student transportation. If the **School Governing Authority** has entered into an agreement with the local school district that designates the School Governing Authority as responsible for providing or arranging for the transportation of the district's native students to and from the community school pursuant to R.C. 3314.091(A), the agreement shall be submitted to the **Sponsor** for approval. If the **School Governing Authority** assumes the responsibility for the transportation of the local district's native students by notifying the local district pursuant to R.C. 3314.091(B)(2), then it shall notify the **Sponsor** of that decision and provide a transportation plan.

3.2 **Management by Third Parties.** Should the **School Governing Authority** enter into any contract for management or operation of the **School** or its curriculum or operations, or any portion thereof, such fully executed contract must be reviewed and negotiated by an attorney, independent of the **Sponsor** or the operator with which the **School** has contracted. The final contract shall be attached as [Attachment 3.2](#) and the term of such contract may exceed the term of this Charter.

If the **School Governing Authority** desires to enter into a contract with an operator after execution of this Charter, change operators during the term of this Charter, or remove an operator and operate the **School** independently, the **School Governing Authority** shall submit information using the application provided by the **Sponsor** and receive approval from the **Sponsor** prior to making any change. If the **School Governing Authority** contemplates the termination of any operator during the term of this Charter, the **School Governing Authority** must provide reasonable notice and a transition plan to the **Sponsor** and receive approval from the **Sponsor**, prior to any proposed termination. In the event that a **School Governing Authority** fails to submit notice and receive approval prior to entering into a contract with an operator, changing an operator during the term of this Charter, or removing an operator, then the **Sponsor** may take over the operation of the **School**, including replacing the entire **School Governing Authority**, or any member of the **School Governing Authority**.



The **Sponsor** shall evaluate the proposed operator or independent operation and shall provide the **School Governing Authority** with a written response within ten (10) business days. The **Sponsor's** approval of the proposed operator or the **School's** independent operation, shall be received prior to execution or termination of a contract with the proposed or current operator. The **Sponsor's** approval shall not be unreasonably withheld. If the proposed operator is approved, the **School Governing Authority** shall provide the **Sponsor** with the fully executed contract after its next scheduled Board meeting where in the new operator agreement is approved by the Board. This contract shall be incorporated as [Attachment 3.2](#).

If the operator provides services to the **School** in excess of twenty percent (20%) of the **School's** gross annual revenues, then the operator must provide a detailed accounting of the nature and costs of the services it provides to the **School**, acceptable to the Auditor of the State of Ohio. This information shall be included in the footnotes of the financial statements of the **School** and be subject to audit during the course of the regular financial audit of the community school.

If the operator loans money to the **School** or **School Governing Authority**, all money loaned, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.

If the **School** permanently closes and ceases its operation as a community school, any property that was acquired by the operator of the **School** in the manner prescribed in R.C. 3314.0210 shall be distributed in accordance with R.C. 3314.015(E) and R.C. 3314.074.

The **School Governing Authority** shall evaluate the performance of its management company based on the responsibilities of the operator in the management contract. This evaluation shall occur annually and a report of the evaluation shall be submitted to the **Sponsor** by **October 30<sup>th</sup>** of each year excluding the first year of operation.

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

3.4 **Disposition of Assets.** To the extent permitted under Chapter 1702 of the Ohio Revised Code and the Internal Revenue Code with respect to a **School** which is a 501(c)(3) tax exempt organization, if the **School** permanently closes the **School and School Governing Authority** agree to distribute all assets in accordance with Section 3314.074 of the Ohio Revised Code. The **School** shall comply with the closing procedures as agreed to in [Attachment 3.4](#).

3.5 **Commencement of School Operations.** The **School** shall open for operation not later than September 30<sup>th</sup> of each school year, unless the mission of the **School** is solely to serve dropouts. In its initial year of operation, if the **School** fails to open by the thirtieth (30<sup>th</sup>) day of September, or within one (1) year after the adoption of the charter if the mission of the **School** is solely to serve dropouts pursuant to division (D) of section 3314.02 of the Revised Code, the charter shall be void.

3.6 **Safety Plan.** Under R.C. 3313.669, 3313.6610 and 5502.262, the **School Governing Authority or designee** shall submit to the appropriate required governmental or law enforcement agency, an electronic copy of its emergency management plan not less than once every three years, whenever a major modification to the building requires changes in the procedures outlined in the plan, and whenever information on the emergency contact information sheet changes.

3.7 **Racial and Ethnic Balance.** [Attachment 3.7](#) shall include the ways the **School** will achieve racial and ethnic balance reflective of the community it serves. Notwithstanding the admissions procedures of the **School**, in the event that the racial composition of the enrollment of the **School** is in violation of a federal desegregation order, the **School** shall take any and all corrective measures to comply with desegregation order. The **School Governing Authority** must assess the Racial and Ethnic Balance of the **School** each school year in order to make necessary adjustments to any marketing plans then used by the **School** in order to attempt to be reflective of either the community it serves or the local traditional public school district in which the **School** resides.

3.8 **Tuition.** Subject only to any applicable exception pursuant to R.C. 3314.26, tuition in any form shall not be charged for the enrollment of any student. Additionally, the **School Governing Authority** shall not require parents to volunteer in lieu of a tuition charge. Nothing in this section prevents reasonable activity or class fees as allowed by law, or the **School Governing Authority** engaging in voluntary fund-raising activities.

3.9 **Admissions Policy.** The admissions and enrollment procedures of the **School** are attached hereto as [Attachment 3.9](#). The **School** and/or **School Governing Authority** shall communicate any changes to the admissions and enrollment procedures within ten (10) business days after the change being approved. At a minimum, the admission procedures at all times must comply with R.C. 3314.06 and R.C. 3314.061 if applicable and must:

- (a) specify that the **School** will not discriminate in its admission of students to the **School** on the basis of race, religion, color, national origin, handicap, intellectual ability, athletic ability or measurement of achievement or aptitude;
- (b) be open to any individual entitled to attend school in the State of Ohio pursuant to section 3313.64 or section 3313.65 of the Ohio Revised Code, except that admission to the **School** may be limited to (i) students who have obtained a specific grade level or are within a specific age group, (ii) students that meet a definition of “at-risk,” as defined within this Charter, (iii) residents of a specific geographic area within the district, as defined in this Charter, (iv) separate groups of autistic students and nondisabled students under R.C. 3314.061 and as defined in this Charter, and/or (v) single-gender students of either sex.

If the number of applicants meeting admission criteria exceeds the capacity of the **School’s** programs, classes, grade levels or facilities, students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and may be given to eligible siblings of such students. In addition, if the **School** so wishes, preference may be given to students of full time staff of the **School** so long as such students comprise less than 5% of the total enrollment of the **School**. The

lottery may be conducted by the Board's designee, which may include the operator and the designee shall comply with the lottery policy adopted by the **School Governing Authority**.

- (c) The **School Governing Authority** shall adopt a policy regarding the admission of students residing outside the district in which the **School** is located. That policy shall comply with the admissions procedures specified in sections 3314.06 and 3314.061 of the Revised Code and at the sole discretion of the authority, shall do one of the following:
  - (i) Prohibit the enrollment of students who reside outside the district in which the **School** is located; or
  - (ii) Permit the enrollment of students who reside in districts adjacent to the district in which the **School** is located; or
  - (iii) Permit the enrollment of students who reside in any other district in the state.
- (d) If the **School** serves kindergarten and first grade students, it may admit students early into kindergarten and first grade based on their local policy for early entrance. If it is the intent of the **School** to admit students who do not meet the statutory deadline for regular admission, the **School Governing Authority** must adopt its own local policy for early entrance.

3.9.1 The **School Governing Authority** agrees to provide notices to students, parents, employees and the general public indicating that all of the **School's** educational programs are available to its students without regard to race, creed, color, national origin, sex and disability. Further, the **School** shall provide a non-discrimination notice in all newsletters, annual reports, admissions materials, handbooks, application forms and promotional materials other than radio advertisements.

3.9.2 The **School Governing Authority** agrees to provide a copy of the most recent Local Report Card to parents during the admissions process under R.C. 3313.6411(B).

3.9.3 The **School Governing Authority** agrees to adopt a student residence and address verification policy for students enrolling in or attending the school pursuant to ORC 3314.03(A)(33).

3.10 **Attendance Policy.** The **School Governing Authority** must adopt an attendance policy that includes a procedure for automatically withdrawing a student from the **School** if the student, without a legitimate excuse, fails to participate in seventy-two (72) consecutive hours of the learning opportunities offered to the student. The **School** and **School Governing Authority** shall ensure all attendance and participation policies will be available for public inspection and comply with rule and law applicable to truancy and excessive absences. The **School's** attendance and participation records shall be made available to the Department of Education and Workforce, auditor of state and the **Sponsor** to the extent permitted under and in accordance with the "Family Educational Rights and Privacy Act of 1974," 88 Stat. 571, 20 U.S.C. 1232g, as amended, and any regulations promulgated under that act, and R.C. 3319.321.

3.11 **Suspension and Expulsion Policies.** The **School Governing Authority** shall maintain a policy regarding suspension, expulsion, removal and permanent exclusion of a student that specifies among other things the types of misconduct for which a student may be suspended, expelled or removed and the due process related thereto. The **School's** practices pursuant to the policy shall comply with the requirements of sections 3313.66, 3313.661 and 3313.662 of the Ohio Revised Code. Those policies and practices shall not infringe upon the rights of handicapped students as provided by state and federal law and the **School** must also maintain a separate policy for the discipline of students receiving special education services. The **School** shall not suspend, expel or remove a student from the **School** under section 3313.66 of the Revised Code solely on the basis of the student's absences from **School** without a legitimate excuse.

3.12 **Students with Disabilities.** The **School** will comply with all federal and state laws regarding the education of students with disabilities and be in a position to provide services upon admission and/or identification. The **School** shall provide legally required related services, or the **School Governing Authority** may contract for such related services. The **School Governing Authority's** plan to provide these services is included in [Attachment 3.12](#).

3.13 **School Closure or Reconstruction.** The **School** agrees to remain open for students to attend until the end of the school year in which it is determined that the **School** must close. The programs provided to students in the final year of the **School** must continue without interruption or reduction unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may operate the **School** in the event the **School Governing Authority** fails to continue until the end of the approved school year. Provided however, the **Sponsor** may suspend the operations or terminate the charter as otherwise indicated by law.

3.14 **Internet or Computer-Based Community Schools.**

The **School Governing Authority** and **School**, shall comply with the requirements in R.C. 3314.013 (Limits on internet- and computer-based schools), R.C. 3314.20 (Enrollment limits for internet or computer-based schools); R.C. 3314.21 (Internet or Computer Based schools); R.C. 3314.22 (Child entitled to computer supplied by school); R.C. 3314.23 (Compliance with Standards); R.C. 3314.232 (Standards for learning management software); R.C. 3314.24 (No contracts for facility space after 7-1-04); R.C. 3314.25 (Computer-based schools to provide location for statewide tests); R.C. 3314.251 (Locations for counseling, instructional coaching, targeting assistance); R.C. 3314.26 (Withdrawal of computer-based school student not taking tests); 3314.261 (Internet – or computer-based school attendance), and 3314.262 (Internet – or computer-based school student automatic withdrawal); R.C. 3314.27 (Maximum daily hours by computer-based school student); 3314.271 (Orientation course); R.C. 3314.28 (Plan by computer-based schools for services to disabled students); R.C. 3314.29 (Division of certain internet-or computer-based community school), including the following:

- a. The **School** shall use a filtering device or install filtering software that protects against internet access to materials that are obscene or harmful to juveniles on each computer provided to students for instructional use. The **School** shall provide upon request from the student or the student's parent or guardian such device or software at

no cost to any student who works primarily from the student's residence on a computer obtained from a source other than the **School**; and

b. The **School** shall provide a plan regarding how teachers will conduct visits with students throughout the school year. That plan shall be included as a part of Attachment 6.3, the **School's** Education Plan. The plan must include the number of times teachers will visit each student throughout the school year and the manner in which those visits will be conducted; and

c. The **School** will set up a central base of operation and the **Sponsor** will maintain a representative within fifty (50) miles of the base of operation to provide monitoring and assistance; and

d. The **School** will annually prepare and submit to the Department of Education a report that contains the following information:

- (i) Classroom size;
- (ii) The ratio of teachers to students per classroom which is currently 1:125 and as this ratio may be updated pursuant to R.C. 3314.21(B)(3);
- (iii) The number of student-teacher meetings conducted in person or by video conference; and
- (iv) Any other information determined necessary by the Department of Education.

e. The **School** will complete the plan for providing special education and related services to students with disabilities as required by the Department of Education and Workforce pursuant to rules adopted under Ohio Revised Code 3323.02 and submit the completed plan to the **Sponsor** on or before the required date.

f. No internet- or computer-based school shall be permitted to enroll more than one thousand (1,000) students within its first year and must maintain student maximum enrollment limits as described in R.C. 3314.20.

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

3.16 **Enrollment and Residency.** The **School Governing Authority** must adopt an Enrollment and Residency Policy in accordance with sections 3313.672, 3313.64, 3313.65, 3314.03 and

3314.11 of the Ohio Revised Code. The **School** shall annually submit to the Department of Education and Workforce and auditor of state a report of each instance under which a student who is enrolled in the **School** resides in a children's residential center as defined under R.C. 5103.05.

3.17 **School Designations.** This **School** has not been created by converting all or part of an existing public school or educational service center building and is not to be a new start-up school. If this **School** is determined to be a conversion school by the Department of Education and Workforce, the **School Governing Authority** shall comply with Ohio Revised Code 3314.03(A)(17) and 3314.03(B)(3). The **School Governing Authority** is not seeking a designation as a STEM school equivalent under Ohio Revised Code section 3326.032. The **School Governing Authority** is not intending to use a blended learning model as defined in Ohio Revised Code 3301.079.

## **ARTICLE IV**

### **Compliance With Laws**

4.1 **Compliance with State Laws.** The **School** shall comply with sections 9.90 (Purchase or procurement of insurance for educational employees), 9.91 (Placement or purchase of tax-sheltered annuity for educational employees), 109.65 (Missing children clearinghouse – missing children fund), 121.22 (Public Meetings - exceptions), 149.43 (Availability of public records for inspection and copying), 2151.357, (Response respecting sealed records – index – limited inspection), 2151.421 (Reporting child abuse or neglect), 2313.19 (Employer may not penalize employee for being called to jury duty), 3301.0710 (Ohio Graduation Tests), 3301.0711 (Administration and grading of assessments), 3301.0712 (College and work ready assessments), 3301.0715 (District board to administer diagnostic assessments – intervention services), 3301.0729 (Time Spent on Assessments), 3301.948 (Provision of data to multi-state consortium prohibited), 3302.037 (Notification of report card results to parents, board); 3313.472 (Policy on parental and foster caregiver involvement in schools), 3313.50 (Record of tests – statistical data – individual records), 3313.539 (Concussions and school athletics), 3313.5318 (Mental health training for coaches), 3313.5319 (Cash payments at school-affiliated events), 3313.608 (Third Grade Reading Guarantee), 3313.5310 (Information and training regarding sudden cardiac arrest); 3313.609 (Grade Promotion and Retention Policy) 3313.6012 (Policy governing conduct of academic prevention/intervention services), 3313.6013 (Advanced standing programs for college credit), 3313.6014 (Parental notification of core curriculum requirements), 3313.6015 (Resolution describing how district will address college and career readiness and financial literacy), 3313.6020 (Policy on Career Advising), 3313.6024 (Reporting on prevention-focused programs), 3313.6025 (Instruction on proper interactions with peace officers); 3313.6026 (FAFSA data sharing agreement); 3313.6028 (Literacy curriculum), 3313.6029 (Parental notification of student assessment results), 3313.6411 (Providing report card to parent), 3313.643 (Eye protective devices), 3313.6413 (Free feminine hygiene products in schools), 3313.648 (Prohibiting incentives to enroll in district), 3313.66 (Suspension, expulsion or permanent exclusion- removal from curricular or extracurricular activities), 3313.661 (Policy regarding suspension, expulsion, removal, and permanent exclusion), 3313.662 (Adjudication order permanently excluding pupil from public schools), 3313.666 (District policy prohibiting harassment, intimidation or bullying required), 3313.667 (District bullying prevention initiatives), 3313.668 (Removal based on

absences; removal from grades pre-k through three; civil immunity; decisions not to provide mental health services); 3313.669 (Threat assessment teams) and 3313.6610 (Anonymous reporting programs), 3313.67 (Immunization of pupils – immunization records – annual summary), 3313.671 (Proof of required immunizations – exceptions), 3313.672 (Presenting school records, custody order if applicable and certification of birth by new pupil), 3313.673 (Screening of beginning pupils for special learning needs), 3313.69 (Hearing and visual tests of school children – exemptions), 3313.71 (Examinations and diagnoses by school physician), 3313.7112 (Diabetes care), 3313.716 (Possession and use metered dose inhaler or dry powder inhaler to alleviate asthmatic symptoms), 3313.718 (Possession and use of epinephrine auto-injector to treat anaphylaxis), 3313.719 (Food allergy protection policy), 3313.7117 (Individualized seizure action plans), 3313.721 (Health care for students), 3313.80 (Display of the national flag), 3313.814 (Standards governing types of food and beverages sold on school premises), 3313.816 (Sale of a la carte beverage items), 3313.817 (A la carte foods; determination of nutritional value; software), 3313.818 (Breakfast programs), 3313.819 (Free school meals), 3313.86 (Health and safety review), 3313.89 (Publication of information regarding online education and career planning tool), 3313.96 (Informational programs relative to missing children – fingerprinting program), 3319.073 (In-service training in child abuse prevention programs, school safety and violence prevention and training on the board’s harassment, intimidation, or bullying policy), 3319.077 (Teacher professional development in dyslexia), 3319.078 (Structured literacy certification), 3319.0812 (Pre-service teacher permit), 3319.238 (Financial literacy license validation), 3319.318 (Illegally assisting a sex offender in attaining school employment), 3319.321 (Confidentiality), 3319.324 (Student record transfer), 3319.39 (Criminal records check), 3319.391 (Applicants and new hires subject to criminal records check provisions), 3319.393 (Educator profile database consultation), 3319.41 (Corporal punishment policy), 3319.46 (Policy and rules regarding positive behavior intervention supports and the use of physical restraint or seclusion on students; duties of board), 3320.01, 3320.02 and 3320.03 (Ohio Student Religious Liberties Act of 2019), 3321.041 (Excused absences for certain extracurricular activities), 3321.01 (Compulsory school age – requirements for admission to kindergarten or first grade – pupil personnel services committee), 3321.13 (Duties of teacher and superintendent upon withdrawal or habitual absence of child from school – forms), 3321.14 (Attendance officer – pupil-personnel workers), 3321.141 (Contacting parent, guardian, or other person having care of any absent student), 3321.17 (Attendance officer and assistants – powers), 3321.18 (Enforcement proceedings), 3321.19 (Examination into cases of truancy – failure of parent, guardian or responsible person to cause child’s attendance at school), 3322.20 (Ohio computer science promise program), 3322.24 (High school credit for courses under Ohio computer science promise program), 3323.251 (Dyslexia screening), 3327.10 (Qualifications of drivers), 4111.17 (Prohibiting discrimination in payment of wages), 4113.52 (Reporting violation of law by employer or fellow employee), 5502.262 (School emergency management plans), 5502.703 (Ohio School Safety and Crisis Center), and 5705.391 (Board of education spending plan), Chapters 117 (Auditor of State), 1347 (Personal Information Systems), 2744 (Political Subdivision Tort Liability), 3365 (College Credit Plus Program), 3742 (Lead Abatement), 4112 (Civil Rights Commission), 4123 (Workers’ Compensation), 4141 (Unemployment Compensation), and 4167 (Public Employment Risk Reduction Program) of the Ohio Revised Code as if it were a school district and will comply with section 3301.0714 of the Revised Code in the manner specified in section 3314.17 of the Revised Code. The **School** will comply with these sections and chapters of the Ohio Revised Code now in effect and as hereafter amended.

The **School** shall comply with Chapter 102 (Public Officers – Ethics), and section 2921.42 (Having an unlawful interest in a public contract) of the Ohio Revised Code. The **School Governing Authority** must maintain a general conflict of interest policy.

If the **School** operates a preschool program that is licensed by the Department of Education and Workforce, the **School** shall comply with sections 3301.50 to 3301.59 of the Revised Code and the minimum standards for preschool programs under 3301.53 of the Revised Code.

The **School** shall also comply with R.C. 3302.04 (School district improvement support - continuous improvement plan) and R.C. 3302.041 (Implementation of corrective actions), including division (E) of R.C. 3302.04 to the extent possible, except that any action required by a school district under R.C. 3302.04 shall be taken by the **Sponsor**.

The **School** will comply with sections 3313.6021 and 3313.6023 of the Revised Code (Requirements to provide instruction in CPR and use of AED) as if it were a school district unless it is either of the following: (i) An internet- or computer-based community school; (ii) A community school in which a majority of the enrolled students are children with disabilities as described in division (A)(4)(b) of section 3314.35 of the Revised Code.

The **School** will comply with section 3321.191 of the Revised Code (Adoption of policy regarding student absences; intervention strategies), unless it is an internet- or computer-based community school that is subject to section 3314.261 of the Revised Code.

The **School**, unless it is an internet- or computer-based community school, shall comply with 3313.801 (Display of national and Ohio mottoes) as if it were a school district.

The **School** shall also comply with all applicable sections of Ohio Revised Code Chapter 3314 (Community Schools).

Certain laws listed above which are not specified therein as mandatory, are permissive, unless otherwise specifically required under this Charter. Laws listed above which are mandatory, are also mandatory under this Charter

4.2 **Compliance with Other Laws.** The **School** and the **School Governing Authority** may not carry out any act or ensure the performance of any function that is not in compliance with the United States Constitution, the Ohio Constitution, federal law (including Title IX), Ohio law to the extent that such are applicable to community schools and this Charter. The **School** and the **School Governing Authority** are not exempt from federal laws, rules and regulations, or other Ohio laws granting rights to parents.

## **ARTICLE V**

### **Facilities**

5.1 **Location of Facility.** The facility to be used for the **School** will be maintained at **92 North Union Street, Akron, Ohio 44304 and 280 Perkins Street, Akron, Ohio 44304.** If multiple



facilities are used, the **School Governing Authority** shall comply with R.C. 3314.05. If the facility has been or will be leased, a copy of the fully executed lease and any lease renewals or amendments must be provided to the **Sponsor** within ten (10) business days of its execution and shall be incorporated into this charter as [Attachment 5.1\(a\)](#). If the facility has been or will be purchased by the **School Governing Authority**, a copy of the contract of sale and related documents must be provided to the **Sponsor** within ten (10) business days of execution, and after purchase, a copy of the recorded conveyance documents shall timely be provided to the **Sponsor**. Any lease, sub-lease or use of the facility by any party, including the operator, must be documented in writing.

The **School Governing Authority** shall provide the following information in [Attachment 5.1\(b\)](#):

- (a) a detailed description of each facility used for instructional purposes; and
- (b) the annual costs associated with leasing each facility that are paid by or on behalf of the **School**; and
- (c) the annual mortgage principal and interest payments that are paid by the **School**; and
- (d) the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any.

The facility will not be changed and the number of square feet used will not be reduced without prior notification to the **Sponsor**. Any lease, mortgage payments, or capital improvement costs must be consistent with the latest budget given to and approved by the **Board**. In any change of facility, the **Sponsor**, at its sole discretion, but without obligation to do so, may request maps, plans and/or revised budgets showing adequate service of the debt and reserves for maintenance or repairs, and/or attorney, accountant or financial consultant assurances or opinions regarding structure, financing or otherwise. If the **School** changes locations, adds a satellite location or annex, the **Sponsor** shall conduct an opening assurances visit at the new location and submit assurances to the Department of Education and Workforce at least ten (10) business days prior to the **School** using the new facility. The **Sponsor** shall not be liable for the debts, obligations or business of the **School** or the **School Governing Authority**, but may request any information the **Sponsor** deems necessary to assess adequate planning for facilities.

**5.2 Compliance with Health and Safety Standards.** Any facility used by the **School Governing Authority** for or by the **School** shall meet all health and safety standards established by law for community school buildings. The **School** shall not begin operations either at start up or after any structural change requiring permits until which time the **Sponsor** has viewed all health and safety permits and if in order, provided the **School** an Assurances Document as specified by the State Board of Education. Facilities will be maintained in a clean, healthy manner as indicated by proper authorities. Copies of all current permits, inspections and/or certificates must be filed with the **Sponsor**. The **School** must keep all permits, inspections and/or certifications current and compliant.

5.3 **Closure of School.** If the **School** should close for any reason, the **School Governing Authority** is solely responsible for the sale, lease or other distribution of the facility. The **School Governing Authority** agrees to maintain the facility until such time as the facility is sold or leased to another entity.

## **ARTICLE VI**

### **Educational Program**

6.1 **Number of Students.** The **School** will provide learning opportunities to the minimum number of students as required by R.C. 3314.03(A)(11)(a); and as applicable, for a minimum of nine hundred twenty (920) hours per school year or in accordance with any applicable changes of law. The **School** is authorized to serve grades K-5 and ages 5-12. The **School** shall provide an education plan as detailed in Attachment 6.3 for all grades it is authorized to serve. The education plan shall include the characteristics and ages of the students to be served, including grade configuration and enrollment projections for the next five (5) years. If the **School Governing Authority** desires to add additional grades to the **School**, it shall submit a resolution requesting a charter modification to add grades and modify the education plan. Unless already authorized to serve additional grades, the **Sponsor** shall evaluate the request for added grades and shall evaluate any modifications and respond accordingly and **Sponsor's** approval shall be timely (within ten (10) business days) and not unreasonably withheld. The number of students attending the **School** at any one time shall not exceed the number allowed by the occupancy permit (including staff).

6.1.1 Not including any period in which the Governor has declared a state of emergency, if the **School** is a traditional K-12 education institution and does not have at least one-hundred (100) students enrolled thirty (30) days prior to the first day of school or if the **School** is a drop-out recovery and prevention school and does not have at least seventy-five (75) students enrolled thirty (30) days prior to the first day of school, the **School** shall not be permitted to open unless it will be managed by an operator that the **Sponsor** determines has sufficient resources and demonstrated successful support of a school with a low enrollment. If the **School** will be managed by an operator as determined, the **Sponsor** shall review the number of students enrolled, the financial and organizational position of the **School** and all other opening assurances requirements as prescribed by the Department of Education and Workforce. If the **Sponsor** determines that the number of students enrolled and the financial position of the **School** are not sufficient for the **School** to remain open for the entire school year, the **Sponsor** will require a guarantee of funding from the operator or other sources to keep the **School** in operation for the entire school year. The **School** will provide the guarantee and all necessary financial data relative to the funding sources for approval prior to the due date for opening assurances documents to be submitted to the Department of Education and Workforce.

6.1.2 If the **School** is a traditional K-12 education school and does not maintain at least one-hundred (100) students during the school year or if the **School** is a drop-out recovery and prevention school and does not maintain seventy-five (75) students during the school year, the **Sponsor** may place the **School Governing Authority** on a Corrective Action Plan.

6.2 **Continuing Operation.** The **School** agrees to continue operation by teaching the minimum number of students permitted by law or this Charter, whichever is greater. Time is of the essence in continuing operation. Failure to continue operation without customary interruption is grounds for termination of this Charter.

6.3 **Curriculum.** For purposes of this Charter, in [Attachment 6.3](#), the vision, mission, philosophy, goals, focus of the curriculum and objectives shall be separated from the methods used to achieve those goals. The **School Governing Authority** shall provide a clear mission statement which shall be incorporated into [Attachment 6.3](#). Any change in vision, mission, philosophy, goals, focus of the curriculum and objectives methods would constitute a material change in the Charter and must be requested through a charter modification process. Any Charter modification must be submitted to the **Sponsor** in writing for approval. Upon approval by the **Sponsor**, the **School Governing Authority** shall pass a resolution outlining in detail the changes made. The **School's** curriculum must be aligned to the Ohio's Learning Standards including English, Language Arts and Mathematics, Science and Social Studies and any additional content areas for which standards have been established and/or revised per R.C. 3301.079. The **School** must demonstrate at any given time, and to the **Sponsor's** satisfaction, the implementation of the aligned curriculum as stated in this section. [Attachment 6.3](#) encompasses a description of the learning opportunities that will be offered to students including both class-room based and non-classroom-based learning opportunities that is in compliance with criteria for student participation established by the department under R.C. 3314.08(H)(2). [Attachment 6.3](#) shall also include an explanation of how the educational program will be implemented within the **School's** facility.

6.3.1 The **School Governing Authority** shall provide the **Sponsor** with a school calendar that includes testing/assessment dates [state, diagnostics, nationally normed and local] and professional development days and bell schedule that includes collaborative teacher planning time each year for approval by a date prescribed by the Department of Education and Workforce. The **School Governing Authority** shall consult with each local traditional school district that transports students to the **School** before changing the calendar or bell schedule which would change transportation drop off, pick-up or days and times needing transportation. Any changes made without this communication may result in a corrective action plan.

6.3.2 The **School** shall develop a prevention/intervention plan (not related to the special education non-discriminatory evaluation process) for all students not found proficient on the Ohio system of assessments and/or the current tests being required by the Department of Education and Workforce. Each year, the **School** shall update the plan and develop additional plans relative to individual student performance.

6.4 **Accountability Standards.** The **School's** academic and non-academic goals shall be reflected in the **School's** School Improvement Plan approved by the **School Governing Authority**. During the first year a school enters into sponsorship with St. Aloysius, the **School** shall establish two academic and one non-academic goal that will impact grade card performance and align to grade card components by October 15<sup>th</sup>. Each year, the **School** will be assessed on its performance on these goals and applicable local report card measures, such measures as set forth in section 3302.03 or 3314.017 of the Revised Code, per the performance framework in [Attachment 6.4](#). If the **School** does not meet the goals established in [Attachment 6.4](#) it will be

placed in intervention status. The **School Governing Authority** and **Sponsor** acknowledge that some performance measures may not be available for a given school, a particular contract year, or instances when state testing or report cards are not available. In the absence of data from state testing or report cards, the **School** will be evaluated, to the extent possible, on available indicators from the performance framework, and the **Sponsor** may consider qualitative data from other methods of data collection.

**6.5 Assessments and Performance Standards.** The performance standards (requirements) and assessments shall include the Ohio system of assessments according to R.C. 3301.0710 and R.C. 3301.0712, college and work ready assessments, ACT/SAT, WorkKeys, industry credentialing examinations, OELPA, Kindergarten Readiness Assessment (KRA), nationally normed standardized assessments recognized by the Department of Education and Workforce as a student growth measure and any other standards and/or assessments required by law or recommended by the **Sponsor**. All assessments must be timely and properly administered. Provided however, the **School** shall not be penalized for the administration of any assessment if the parent or guardian of the student elected not to have the nationally standardized assessment administered to that student. The nationally normed standardized assessment approved by the Department of Education and Workforce as a student growth measure chosen by the **School** must be administered at a minimum of twice annually to all grade levels, excluding Kindergarten, with the vendor generated reports for measures of academic progress and analysis in reading and math being provided to the **Sponsor** upon request and no later than June 30<sup>th</sup> of each school year. The **School** must assess and keep benchmarks related to interim progress if required by the Department of Education and Workforce. The **School** must report the benchmarks required by the Department of Education and Workforce to the **Sponsor**. All assessments required by the **Sponsor** are identified in [Attachment 6.5](#). Testing shall not exceed the limits established by law, unless by resolution of the **School Governing Authority**. The **School** and **School Governing Authority** shall also comply with all applicable provisions of the Every Student Succeeds Act (ESSA).

**6.6 High School Diplomas and Graduation.** If the **School** is a high school awarding a diploma, the **School** shall comply with sections 3313.603, 3313.6027, 3313.61, 3313.611, 3313.6114, 3313.614, 3313.617, and 3313.618, of the Ohio Revised Code as applicable. At least thirty (30) days before any graduation, the **School** shall make available upon request a list of graduates and proof of meeting all Department of Education and Workforce graduation requirements and any other School Governing Authority requirements to the **Sponsor**. Within ten (10) business days of any graduation, the **School** shall provide electronically to the **Sponsor** a list of all graduates and copies of each graduate's diploma and transcripts.

## **ARTICLE VII**

### **Reporting**

**7.1 Annual Report.** The **School Governing Authority** shall submit not later than October 31st (or any subsequent statutorily prescribed date) of each year to the **Sponsor** and to the parents of all students enrolled in the **School**, or any other statutorily required parties, its financial status, and the annual report of its activities and progress in meeting the goals and standards of this Charter, local report card rating, adequate yearly progress rating, value added rating and school

improvement status of the most current school year as issued by the Department of Education and Workforce and statement from the **Sponsor**, as well as its activities and standards. The **School** shall also provide a copy of the **Sponsor's** annual report to parents each year prior to November 30.

7.2 **Reports to Sponsor.** The **School Governing Authority** shall timely comply with all reasonable requests for information from the **Sponsor**, including the **School** financial reports required in section 2.5 of this Charter.

7.3 **Site Visits.** The **Sponsor** shall be allowed to observe the **School** in operation at site visits at the **Sponsor's** request and shall be allowed access for such site visits or other impromptu visits as the **Sponsor** deems advisable or necessary, provided the **Sponsor** does not disturb the educational process or testing.

7.4 **One Needs Assessment and One Plan Checklist.** The New Community School Checklist One Needs Assessment and One Plan of the **School** shall be submitted to the sponsor and may not be changed without the prior written consent of the **Sponsor**.

## **ARTICLE VIII**

### **Employees**

8.1 **Employment of Teachers.** At least one (1) full-time classroom teacher or two (2) part-time classroom teachers each working more than twelve (12) hours per week must work at the **School**. The full-time classroom teachers and part-time classroom teachers teaching more than twelve (12) hours per week shall be certified or licensed in accordance with Ohio Revised Code Sections 3314.03, 3319.22 to 3319.31, or other applicable sections of the Ohio Revised Code. If the **School** is the recipient of moneys from a grant awarded under the federal race to the top program, the **School** will pay teachers based upon performance in accordance with Ohio Revised Code section 3317.141 and will comply with Ohio Revised Code section 3319.111 as if it were a school district. Upon request, the **School** shall forward teacher qualifications, including but not limited to, the grade level and content area being taught and the teacher's licensure or certification granted by the Department of Education and Workforce, to the **Sponsor**. The **School** may employ non-licensed persons to teach up to twelve (12) hours or forty (40) hours per week pursuant to R.C. 3319.301, to the extent permitted by ESSA or any subsequent legislation. There shall be no more than twenty-nine (29) students per classroom on a schoolwide average, unless the **School** is approved as an internet- or computer-based school and then the ratio shall be in accordance with Section 3.14. If the **School** uses federal funds for the purpose of class size reduction by using Title I or Title II-A funds, the school wide students to full-time equivalent classroom teacher ratio shall be no more than 1 to 25. The **School** may also employ necessary non-teaching employees. To the extent state licensure requirements change during the term of this Charter, the **School** shall comply with state licensure standards and shall not be required to comply with licensure requirements contained in this section, to the extent they conflict. Prior to opening day, the **School** will provide the **Sponsor** with proof of Ohio licensure/certification for a sufficient number of teachers to support the stated teacher/student ratio, as well as the credentials and background checks for all

staff of the **School**. The **School Governing Authority** shall provide an organizational chart and a list of roles and responsibilities of all School staff as shown on [Attachment 8.1](#).

8.1.1 Each person employed by the **School** as a nurse, teacher, counselor, school psychologist or administrator shall complete at least four (4) hours of in-service training in the prevention of child abuse, violence, and substance abuse and the promotion of positive youth development within two (2) years of commencing employment with the **School**, and every five (5) years thereafter.

8.1.2 The **School** shall not employ an individual described in Ohio Revised Code Section 3314.104 in any position.

8.2 **Staff Evaluation.** Except for years in which state law exempts school districts the requirement of completing evaluations set forth in R.C. 3319.111 and/or 3319.02, the school must use the Ohio Teacher Evaluation System (OTES) and Ohio Principal Evaluation System (OPES) process, or similar valid model, for evaluating teachers and principals/superintendents that includes goal setting based on the Ohio Standards for the Teacher Profession or the Ohio Principal Standards or the Ohio Superintendent Standards, student performance measures (as defined by the Department of Education and Workforce), and an annual review that includes not less than two (2) formal observations and written evaluation reports. Any person conducting reviews must be credentialed by the Department of Education and Workforce to the extent required by law, hold a current credential at the time of the evaluations, and follow rubrics aligned to the OTES and OPES models. A **School Governing Authority** member or designee and/or regional manager of the operator shall undergo appropriate training/credentialing by the Department of Education and Workforce and be responsible for evaluating the principal/superintendent.

8.3 **Dismissal of Employees.** Subject to 11.2 below, the **School Governing Authority** may employ administrators, teachers and non-teaching employees necessary to carry out its mission and fulfill this Charter, so long as no contract of employment extends beyond the term of this Charter. The requirements and procedures regarding the disposition of employees of the **School** in the event this Charter is terminated or not renewed under R.C. 3314.07 are set out in [Attachment 8.3](#).

8.4 **Employee Benefits.** The **School** must provide to all full-time employees' health and other benefits as set out in [Attachment 8.4](#). In the event certain employees have bargained collectively pursuant to Chapter 4117 of the Ohio Revised Code, the collective bargaining agreement supersedes [Attachment 8.4](#) to the extent that the collective bargaining agreement provides for health and other benefits. The collective bargaining agreement shall not, under any circumstances, be a part of this Charter. The **School** shall establish and/or update an employee handbook prior to the first day of school each year.

8.5 **Criminal Background Check.** The **School Governing Authority** must request that the superintendent of the Bureau of Criminal Identification & Investigation conduct a criminal background records check for any applicant who has applied to the **School** for employment, in any position. The **School Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to R.C. 3319.39(D) for purposes of receiving and reviewing copies of the results of the criminal records checks performed under R.C. 3319.39(A)(1) for employees working at the **School**

and authorizes its agent(s) (including educational management organizations) to communicate this information directly to the **Sponsor**. The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of the results of criminal records checks. The Board or its chief administrator shall receive all originals and the Board or the operator (if it employs the employees) shall make all final decisions as to hiring. An applicant may be employed conditionally for up to sixty (60) days until the criminal records check is completed and the results of the criminal records check are received. If the results of the criminal records check indicate that the applicant does not qualify for employment the applicant shall be released from employment.

As required by 3314.41, and as applicable, vendors and contractors of any kind shall show proof, which may be provided through their employer, that they have been the subject of a criminal records check in accordance with R.C. 3319.392(D).

All employees, staff, volunteers, vendors or contractors undergoing a criminal background check must sign consent to release the results to the **Sponsor**.

The **School** must comply with the teacher misconduct reporting laws and updated background check requirements found in R.C. 3319.31, 3319.313, 3319.314 and OAC 3301-20.

## **ARTICLE IX**

### **Finance**

9.1 **Financial Records.** The **School's** financial records will be maintained in the same manner as are financial records of school districts, pursuant to rules of the Auditor of the State, R.C. 3314.042 and R.C. 3301.07, and audits shall be conducted in accordance with section 117.10 of the Ohio Revised Code. The **Sponsor** shall receive a copy of the draft audit and shall be notified, by the Auditor of State, any independent contracted auditor or the **School Governing Authority**, of all post audit conferences in order to review the school's annual audit prior to the document being finalized and released.

9.2 **Fiscal Officer.** The **School Governing Authority** shall maintain a designated fiscal officer. Unless an appropriate and timely resolution has been passed by the **School Governing Authority** under R.C. 3314.011(D)(1), the fiscal officer shall be employed or engaged under a contract directly with the **School Governing Authority**. This resolution must be passed by the **School Governing Authority** each and every year. The **School Governing Authority** must submit the resolution to the **Sponsor** for approval within seven (7) business days after approval. Under 3314.011, prior to assuming the duties of fiscal officer, agent and/or fiscal servicer of the **School**, the fiscal officer, agent or service provider shall be licensed as provided for in Ohio Revised Code 3301.074.

9.2.1 R.C. 9.24 prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. Before entering into a public contract



described above, the **School Governing Authority** is required to verify that the person does not appear in this database.

9.2.2 The **School Governing Authority** must maintain funds equal to three (3) months of treasurer fees in the event the **School** closes.

9.3 **Fiscal Bond.** The fiscal agent, officer and/or service provider shall execute a bond in an amount and with surety to be approved by the **School Governing Authority**, payable to the State of Ohio, conditioned for the faithful performance of all of the official duties required of the **School** fiscal agent, officer or service provider. The bond shall be in an amount of not less than twenty-five thousand dollars (\$25,000). The bond shall be deposited with the **School Governing Authority**, and a copy thereof, certified by the **School Governing Authority**, shall be filed with the county auditor and the **Sponsor**.

9.4 **Budget.** A financial plan detailing an estimated school budget for the first year of the period of this Charter and specifying the total estimated per pupil expenditure amount for each such year and at least five (5) fiscal years thereafter is attached as [Attachment 9.4](#). Each year, the **School Governing Authority**, with the assistance of the **School's** designated fiscal officer, shall adopt an annual budget by the thirty-first day of October using the format and following the guidelines prescribed by the Department of Education and Workforce. The **Sponsor** shall assess the yearly budget to ensure the **School Governing Authority** maintains financial viability. Should the **Sponsor** reasonably request further breakdown of revenue or expenses, or line items for expenses or revenue not projected, the **School** agrees to comply with such requests. Should the **School** be managed by a third-party operator, the **School Governing Authority** must procure from such operator, sufficient data, at the **Sponsor's** reasonable discretion, to allow the **Sponsor** to review revenue and expenses as required and/or permitted by law.

9.5 **Borrowing Money.** The **School Governing Authority** may borrow money to pay necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School**. The **School Governing Authority** may issue notes to evidence such a borrowing. A copy of all notes must be provided to the **Sponsor** within ten (10) business days of signing. The proceeds from the notes shall be used only for the purpose for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed fifteen (15) years for the purpose of acquiring facilities.

9.6 **Payment to Sponsor for Oversight.** For and in consideration of Three percent (3%) of all funds received by the **School** from the State of Ohio, the **Sponsor** shall provide the monitoring, oversight and technical assistance as required by law. Payments to the **Sponsor** may be made by monthly ACH debit from the **School's** checking account, and the **School Governing Authority** agrees to sign a Recurring ACH Payment Authorization form. Automatic ACH debits for sponsorship fees will be initiated five (5) business days after the state foundation payments are received by the **School**, allowing the **School's** fiscal officer time to review and/or dispute the amount to be debited. If the **School** should close, payments to the **Sponsor** shall be made in full after all retirement funds of school employees and salary obligations have been fulfilled to **School** employees. If the **School Governing Authority** is required to repay funds received by the **School** from the State of Ohio due to an FTE adjustment or other obligation, then the **Sponsor** shall repay



the **School Governing Authority** the three percent (3%) fee it received with respect to such funds upon mutual agreement of the parties within an agreed upon timeframe or such time as may be required by the Department of Education and Workforce or the Auditor of State.

9.7 **Fiscal Year.** The fiscal year for the **School** shall be July 1 to June 30.

## **ARTICLE X**

### **Insurance/Indemnification**

10.1 **Liability Insurance.** Commercial general liability insurance at all times will be maintained by the **School Governing Authority** in amounts not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than five million dollars (\$5,000,000). The **School Governing Authority** shall also maintain comprehensive general liability, including directors' and officers' liability (D&O) and errors and omissions insurance (E&O) coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate. The insurance coverage shall be not only for the **School** and the **School Governing Authority**, its Directors, officers and its employees but also provide additional insured status for the **Sponsor, its Board, Executive Director, employees, and Charter School Specialists as additional insureds, not just certificate holders.** The **School Governing Authority** must obtain policies that notify the **Sponsor** in writing at least thirty (30) days in advance of any material adverse change to, or cancellation of, such coverage. All insurers shall be licensed by the State of Ohio and have an AM Best rating of A or better.

10.2 **Indemnification.** To the extent allowable by law, the **School Governing Authority** and **School** shall defend, indemnify, save and hold harmless the **Sponsor** and its Board, Superintendent, officers, employees and agents, including Charter School Specialists from any and all claims, debts, actions, causes of actions, proceedings, judgments, mitigation costs, fees, liabilities, obligations, damages, losses, costs or expenses (including, without limitation, attorneys', expert, accounting, auditors or other professionals' fees and court costs) of whatever kind or nature in law, equity or otherwise (collectively "Liabilities") arising from any of the following so long as not the fault of the indemnified parties:

- (a) A failure of the **School Governing Authority** and/or **School** or any of its officers, directors, employees, agents or contractors to perform any duty, responsibility or obligation imposed by law or this Charter;
- (b) An official action or omission by the **School Governing Authority** and/or **School** or any of its officers, directors, employees or contractors that results in injury, death or loss to person or property, breach of contract or violation of statutory law or common law (state and federal), or Liabilities, including without limitation, any action approved by the **School Governing Authority** under ORC 2923.122(D)(1)(d);

- (c) Any sum that the **Sponsor** may pay or become obligated to pay on account of: (1) any inaccuracy or breach of any representation under this Charter; (2) any breach or any failure of the **School Governing Authority** to duly perform, comply with, or observe any term, provision, covenant, agreement, obligation or condition under this Charter or under the law, and all agreements delivered in any way connected herewith, on the part of the **School Governing Authority**, to be performed, complied with, or observed; or (3) Liabilities to lenders, vendors, the State of Ohio, receivers, parents, students, the **School Governing Authority** or to third parties in any way related to the **School** and/or **School Governing Authority**; or
- (d) Any Liabilities incurred by the **Sponsor** or any of its officers, directors, employees, agents or contractors as a result of an action or legal proceeding at law or equity brought against the **Sponsor** by a third party based on operations of the School, unless the **third party** obtains a final judgment or order on the merits against the **Sponsor**, and the right to appeal such judgment or order has been exhausted or has expired.

10.3 **Indemnification if Employee Leave of Absence.** If the **Sponsor** provides a leave of absence to a person who is thereafter employed by the **School**, the **School Governing Authority** and the **School** shall indemnify and hold harmless the **Sponsor** and its board members, Superintendent, employees and agents from liability arising out of any action or omission of that person while that person is on such leave and employed by the **School Governing Authority**.

## **ARTICLE XI**

### **General Provisions**

11.1 **Charter Authorization.** Before executing this Charter, the **School Governing Authority** shall employ an attorney, who shall be independent from the **Sponsor** or operator, to review and negotiate the agreement per R.C. 3314.036. The **School Governing Authority** must pass a resolution in a properly noticed and held public meeting, authorizing execution of this Charter and authorizing one or more individuals to execute this Charter for and on behalf of the party, with full authority to bind the party. For all new schools, this resolution must be passed by March 15<sup>th</sup> of the year in which the **School** intends to open. For renewal schools, this resolution must be passed by June 1<sup>st</sup> of the year in which the charter ends.

11.2 **Termination and Cancellation of Contracts.** Except as otherwise permitted by this Charter, or by the **Sponsor**, contracts entered into by the **School Governing Authority** with third parties shall provide for a right to cancel, terminate or non-renew effective each June 30<sup>th</sup>, or upon termination of this Charter.

11.3 **General Acknowledgements.** The **School Governing Authority** specifically recognizes and acknowledges the following:

- (a) The authority of public health and safety officials to inspect and order **School** facilities closed if not in compliance with health and safety laws and regulations in accordance with R.C. 3314.03(A)(22)(a).

- (b) The authority of the Department of Education and Workforce to suspend the operations of the **School** under R.C. 3314.072 due to the circumstances enumerated therein.
- (c) The **Sponsor** is not liable for the acts or omissions, or the debts of the **School** and/or **School Governing Authority** pursuant to R.C. 3314.07(D) and 3314.08(J) (2), and any other applicable law limiting the liability of the **Sponsor**.
- (d) The **Sponsor** may take steps to intervene in, correct, declare probationary status of, assume the operation of the School under Section 1.4 of this Agreement or in accordance with Ohio Revised Code section 3314.073(B), including replacing the entire School Governing Authority or any member of the School Governing Authority, suspend, terminate or non-renew the status of the **School** as an Ohio Community School, and correct problems in the **School's** performance.
- (e) The Department of Education and Workforce may take over sponsorship of the **School** in accordance with R.C. 3314.015(C).
- (f) The authority of the Auditor of State to cause legal action against or the cessation of payments to the **School** pursuant to Section 269.60.60 of the uncodified law under H.B. 119 of the 127<sup>th</sup> General Assembly for the period of that law's duration.
- (g) The mandate of permanent closure under R.C. 3314.35 under the circumstances enumerated therein.
- (h) Consistent with the **Sponsor's** responsibilities, the **Sponsor** has a legitimate educational interest in the educational records of the **School** consistent with any use in the **School's** interest, and the **School** grants to the **Sponsor** and the **Sponsor's designee** access to educational records with personally identifiable information redacted unless absolutely necessary for Sponsor to see, under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). The **Sponsor** shall indemnify the **School** for any costs or damages associated with the **Sponsor's** breach of this provision.
- (i) If the **School** closes, the **School's** operator or the **School's** chief administrative officer shall collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the **School** and transmit these records to each student's district of residence within seven (7) business days of the **School** closing pursuant to R.C. 3314.44 (Collection and transmittal of school records after closing; Compliance; Penalty).

11.4 **Dispute Resolution.** The **Sponsor** and **School Governing Authority** agree to informal mediation of any dispute not otherwise governed by mandatory administrative procedures pursuant to this Charter or the law. Such mediation shall be non-binding and the parties, if failing to agree on one mediator, shall obtain a list of three (3) mediators from the Columbus Bar Association or the Ohio Bar Association and each eliminate one, using the one (1) mediator left after eliminations. All mediation will take place in Franklin County and all costs of the mediator shall be split equally between the parties. If the parties are unable to agree in Mediation then the dispute shall be

submitted to binding arbitration pursuant to the rules of the American Arbitration Association. It is understood that the arbitration would be administered by the arbitration organization, under its rules, and would include the use of the organization's arbitrators. The arbitration shall take place in Franklin County, Ohio. All potential arbitrators shall have experience in Community School Law and all issues concerning the arbitrability of a dispute shall be decided by the arbitrator. All fees and cost of the arbitration shall be shared equally by the parties.

**11.5 Term.** This Charter shall be for a term of **seven (3) years commencing on July 1, 2024 and ending on June 30, 2027**. During the **2026-2027** school year, the **School Governing Authority** shall undergo the high stakes review conducted by the **Sponsor** which shall occur prior to any contract renewal or at least every five (5) years, whichever comes first. The high stakes review shall include a review of the data included in the performance framework of Attachment 6.4.

11.5.1 Each approved new school applicant will be given an initial term of six (6) years to provide the opportunity for review of a full five (5) years of data. If St. Aloysius is not permitted under its agreement with the Department of Education and Workforce to grant an initial six (6) year term to any approved new school applicant, this school's term shall be automatically renewed to fulfill an initial six (6) year term to provide the opportunity for review of a full five (5) years of data.

11.5.2 Even though schools may be granted safe harbor from closure under R.C. 3314.35, the provisions in this section 11.5 does not preclude the **Sponsor** from evaluating and closing the **School** for non-performance under these measures.

**11.6 Contract Renewal.** The conditions for renewal are:

- (a) Within the term of this charter, the **School** may be permanently closed if the Department of Education and Workforce determines that the condition(s) outlined in ORC 3314.35 have been met;
- (b) If the **School** receives a rating of at least 2 Stars [Meets] or higher in at least one (1) applicable grade card component for the most recent school year or its overall report card score as calculated on the local report card is equal to or greater than three (3) of the five (5) comparison schools listed below, the **School** shall be eligible to be considered for renewal. If an overall report card score is not available, the schools will be compared using the index value as calculated for the progress component on the local report card or equivalent measure. After the **School** is eligible for renewal, a high stakes review will be conducted based on the performance framework comprised in Attachment 6.4 and the renewal application.

- (i) **Akron Preparatory School**
- (ii) **Case Preparatory School**
- (iii) **Eagle Elementary of Akron**
- (iv) **Leggett Community Learning Center**
- (v) **Middlebury Academy**

- (c) If the **School** is renewed and it received a grade of at least 2 Stars [Meets] in only (1) applicable grade card component for the most recent school year, the **Sponsor** may offer a new charter agreement up to three (3) years.
- (d) If the **School** receives at least 2 Stars in multiple LRC graded components and outperforms at least three (3) of its five (5) comparison schools, the **Sponsor** may offer a new contract term between three (3) and five (5) years.
- (e) If the **School** received a grade of at least 3 Stars [Meets] in multiple LRC graded components for the most recent school year, the **Sponsor** may offer a new charter agreement between five (5) years and seven (7) years.
- (f) If the **School** receives at least 4 Stars [Exceeds] in multiple LRC graded components, the **Sponsor** may offer a new contract term between seven (7) to ten (10) years.

For all schools that are offered a new contract, the new contract is being offered based upon the prior performance of the **School**, and if the **School** is currently utilizing the services of an operator, this renewal is being offered upon the anticipated continual services of that operator for the entire length of the term of the new contract being offered.

Unless the **School Governing Authority** gives notice as required under this Agreement or in accordance with Ohio Revised Code section 3314.07(D), if the **Sponsor** has offered an option to renew this agreement and no new agreement has been executed, at the conclusion of the term of this Agreement, this Agreement shall renew automatically for consecutive one year terms until a new agreement has been executed, or the **Sponsor** gives notice to the **School** of non-renewal.

#### 11.7 **Non-renewal of this Charter.**

- (a) Consistent with the standards in 11.6 above, the **Sponsor** may choose not to renew this Charter at its Expiration Date for any of the following reasons:
  - (i) Failure to meet student performance requirements stated in this Charter;
  - (ii) Failure to meet generally accepted standards fiscal management;
  - (iii) Violation of any provision of this Charter or applicable state or federal law;
  - (iv) Other good cause.

By January 15<sup>th</sup> of the termination year of this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the non-renewal, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the

hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to not renew this Charter.

- (b) If the **School Governing Authority** does not intend to renew this Charter with the **Sponsor**, the **School Governing Authority** shall notify the **Sponsor** in writing of that fact at least one hundred eighty (180) days prior to the expiration of this Charter. In such a case, the **School Governing Authority** may enter into a Charter with a new **Sponsor** in accordance with R.C. 3314.03, upon the expiration of this Charter or at the sole discretion of the **Sponsor**, by an assignment of this Charter before its expiration date.

11.8 **Probation.** The **Sponsor** may, in lieu of suspension or termination, declare in writing that the **School Governing Authority** is in a probationary status, after consulting with the **School Governing Authority** or authorized parties thereof, and specifying the conditions that warrant probation and after receiving the **School Governing Authority's** written assurances (satisfactory to **Sponsor**) of the actions and time frames necessary to remedy those conditions. Such probationary status shall not extend beyond the current school year. The **Sponsor** may proceed to suspension, termination or take-over of operations if the **Sponsor** finds at any time, that the **School Governing Authority** is no longer able or willing to remedy the conditions to the satisfaction of **Sponsor**. For purposes of this Charter, the **Sponsor** agrees to attempt to declare probationary status with the **Governing Board**, before proceeding to suspension, except in extraordinary circumstances such as those involving the health and safety of students, or waste or illegal use of state or federal funds.

11.9 **Intent to Suspend/Suspension.** The **Sponsor** may suspend operations of the **School** if the **Sponsor** sends to the **School Governing Authority** a written notice of the **Sponsor's** intent to suspend the operation of the contract. The notice shall explain the reasons for the **Sponsor's** intent to suspend operation of the contract and shall provide the **School Governing Authority** with five (5) business days to submit to the **Sponsor** a proposal to remedy the conditions cited as reasons for the suspension. The **Sponsor** shall promptly review any proposed remedy timely submitted by the **School Governing Authority** and either approve or disapprove the remedy. If the **Sponsor** disapproves of the proposed remedy, if the **School Governing Authority** fails to submit a proposed remedy in the manner prescribed by the **Sponsor**, or if the **School Governing Authority** fails to timely implement the remedy as approved by the **Sponsor**, the **Sponsor** may suspend operation of the school pursuant to procedures set forth in ORC 3314.072(D).

The **School** may be suspended for the following reasons: (1) failure to meet student performance requirements stated in this Charter, (2) failure to meet generally accepted standards of fiscal management, (3) failure to comply with any provision of this Charter or applicable state or federal law, or (4) other good cause.

Once the **School Governing Authority** is suspended it must cease operations on the next business day, immediately send notice to all **School** employees and parents stating that the **School** is suspended and the reasons therefore. At all times during suspension, the **School Governing Authority** remains subject to non-renewal or termination proceedings in accordance with the law.

Under R.C. 3314.03, if the **School Governing Authority** fails to remedy the conditions cited by the **Sponsor** as reasons for the suspension by the thirtieth (30<sup>th</sup>) day of September of the school year immediately following the school year in which the operation of the **School** was suspended, this Charter shall become void.

**11.10 Termination of the Charter.** The **Sponsor** may choose to terminate this Charter for any of the following reasons: (1) failure to meet student performance requirements stated in section 11.6 title Contract Performance Measures of this Charter, (2) failure to meet generally accepted standards fiscal management, (3) violation of any provision of this Charter or applicable state or federal law, or (4) other good cause. Termination will be in accordance with the standards adopted by the **Sponsor** as to suspension and termination existing at the inception of this contract.

Additionally, if the **Sponsor** has suspended the operation of this Charter under R.C. 3314.072, the **Sponsor** may choose to terminate this Charter prior to its expiration.

By January 15<sup>th</sup> of the year in which the Sponsor intends to terminate this Charter, the **Sponsor** shall notify the **School Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail, the effective date of the termination, and a statement that the **School Governing Authority** may, within fourteen (14) days of receiving the notice, request, in writing, an informal hearing before the **Sponsor**. The informal hearing shall be held within fourteen (14) days of the receipt of a request for the hearing. Within fourteen (14) days following the informal hearing, the **Sponsor** shall issue a written decision either affirming or rescinding the decision to terminate this Charter.

The termination of this Charter shall be effective upon the occurrence of the later of the following events:

- (a) the date the **Sponsor** notifies the **School Governing Authority** of its decision to terminate this Charter as prescribed in R.C. 3314.07(B)(3); or
- (b) if an informal hearing is requested under R.C. 3314.07(B)(3) and as a result of that hearing the **Sponsor** affirms its decision to terminate this Charter, the effective date of the termination specified in the notice,

If this Charter is terminated for failure to meet student performance or for failure to meet generally accepted standards of fiscal management pursuant to this provision, then the **School Governing Authority** shall not enter into a charter with any other **Sponsor**.

**11.11 Access to Records.** The **School** and **Sponsor** agree and state that pursuant to 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA") and 34 *CFR* Part 99 the **Sponsor** is an authorized representative of a state educational authority and that the **School** is permitted to disclose to Sponsor personally identifiable information from an education record of a student without parental consent (or student consent where applicable) and that the **Sponsor** is authorized by Federal, State, and local law to conduct audit, evaluation, compliance, and enforcement activities of Federal and State supported education programs. Accordingly, the **School** agrees to grant to **Sponsor's** employees Full and Complete Access as defined hereinafter

to “education records” as defined by FERPA and all documents, records, reports, databases, and other information made available to or maintained by the **School** or its agent(s) (including educational management companies) that is reportable to the Department of Education and Workforce or to the Ohio Auditor of State. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System. "Full and Complete Access" shall include the ability to inspect and copy paper and electronic documents at the **School** and the **School** or its agent(s) including (education management companies) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format.

The **Sponsor** agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit **Sponsor** employee(s) access to only those records in which they have legitimate educational interests and that as required by law the **Sponsor** will destroy the educational records when no longer needed for the purposes outlined in this Contract, or otherwise needed under state or federal law or any applicable Court Order.

The **Sponsor** agrees that it is responsible for any and all reasonable costs or damages that result from the **Sponsor's** failure to comply with FERPA, or the **Sponsor's** failure to comply with other state and federal laws regarding the privacy of education records and the results of criminal records checks. **Sponsor** shall also be responsible for any liability or adverse consequence(s) resulting from the **Sponsor's** bad faith action, that causes an accidental or other deletion, release, or alteration of information or data systems of the **School** or Ohio Department of Education as a result of such access.

**11.12 Compliance with Requests of Sponsor.** The **School Governing Authority** and the **School** shall timely comply with all reasonable requests of the **Sponsor**, and allow the **Sponsor** to monitor the **School** operations. Failure to do so is grounds for the **Sponsor** to assume the operation of the **School** under Section 1.4 of this Agreement, including replacing the entire **School Governing Authority** or any member of the School Governing Authority, suspension and termination or non-renewal of this Charter. Timeliness is defined as an answer in writing within ten (10) business days (unless a shorter time is otherwise required pursuant to this Charter) and adequate assurances of cure or actual cure within a period of time acceptable to the **Sponsor**.

**11.13 Headings.** Headings are for the convenience of the parties only. Headings have no substantive meaning.

**11.14 Assignments.** This Charter and its terms shall not be assigned or delegated without the express written approval of the other party.

**11.15 Notice.** Any notice to one party by the other shall be in writing and effective upon receipt and may be satisfied by personal delivery or by any other means by which receipt can be documented, to; in the case of the **Sponsor** or **Sponsor's Designee**, the President; or, in the case of the **School Governing Authority**, the President, and to the attorney for the **School Governing Authority**, at the last known business address of the **Sponsor**, and the last known business or home address of the **School** and/or its administrator or any board member.



Should the **School** be abandoned by or not have in place, an administrator or an authorized Director of the **School Governing Authority**, the **Sponsor** may give notice to the Department of Education and Workforce.

It is expressly understood and agreed to between the parties that during the Term (and any renewal term), **Sponsor** is permitted to delegate at its discretion, any and all of its duties under this Agreement to Charter School Specialists, LLC and any of its members, employees, agents, contractors or representatives.

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

11.17 **Changes or Modifications**. This Charter constitutes the entire agreement among the parties and any changes or modifications of this Charter shall be made and agreed to in writing, authorized and executed by both parties. Notifications required by this Charter shall not be considered changes or modifications of this Charter. Mutually agreed-to changes that are not mid-contract term changes shall be based on a goal to improve the academic, financial and operational performance of the **School** in a commitment to mutual growth and progress. The **School Governing Authority** acknowledges that the **Sponsor** is expected to update this Contract mid-term annually to account for changes in law or duly adopted rule, or changes in the Ohio Accountability System. Therefore, the **School** agrees that a mid-contract term modification may be necessary annually.

11.18 **Changes in Rule or Law**. The **School**, **Sponsor** and **School Governing Authority** shall not carry out any act or perform any function that is not in compliance with current Ohio Community School Law located in Ohio Revised Code Chapter 3314 or other applicable laws in the Ohio Revised Code, the United States Constitution, the Ohio Constitution, or Federal law (including but not limited to ESSA or successor legislation and IDEA), and that they are each individually subject to all applicable changes in rule and/or law regardless of whether or not this Charter is modified to specifically reflect those changes.

11.19 **Attachments**. All [Attachments \(1.3-9.4\)](#) to this Charter are attached hereto and incorporated by reference into the Charter.

11.20 **Sponsor Authority**. **Sponsor** warrants and represents that it is an authorized **Sponsor** as defined in Chapter 3314 of the R.C. and that it is in good standing with the Department of Education and Workforce (DEW). **Sponsor** agrees to provide the **School** with a copy of any formal actions issued by the State Board of Education that adversely affect the ability of the **Sponsor** to sponsor community schools.

{Signatures on Following Page}

Executed this 13<sup>th</sup> day of June, 2024 in Akron, Ohio.

**Sponsor**  
**St. Aloysius**

**School Governing Authority of**  
**Edge Learning, Inc**

DocuSigned by:  
John Banchy  
D068D4AADCA443B  
By: \_\_\_\_\_  
(Name)  
President and CEO  
Its: \_\_\_\_\_  
(Title)

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

Pat S. Amelung  
By: \_\_\_\_\_  
(Name)  
Its: Board President  
(Title)

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

Return To:  
GEORGE L. HOFF  
555 STRATFORD AVE  
AKRON, OH 44333-0000



*The State of Ohio*  
❖ *Certificate* ❖

*Secretary of State - Bob Taft*

**1040045**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for EDGE LEARNING, INC. and that said business records show the filing and recording of:*

Document:  
DOMESTIC ARTICLE NON-PROFIT

Document Number:  
188340001003

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



Witness my hand and the seal of the Secretary  
of State at Columbus, Ohio, This 30th day of  
July, A.D. 1993

*Bob Taft*  
Bob Taft  
Secretary of State

Received by:  
Name \_\_\_\_\_  
Telephone ( ) \_\_\_\_\_  
Function \_\_\_\_\_  
Date / /

**Power of Attorney (Please type or print.)**

**1 Taxpayer Information (Taxpayer(s) must sign at 3 date this form on page 2, line 2.)**

Taxpayer name(s) and address Edge Learning, Inc. 3369 Deer Run Oval Richfield, Ohio 44286	Social security number(s) _____	Employer (identification number) _____
	Daytime telephone number (330) 376-4963	Plan number (if applicable) _____

I hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

**2 Representative(s) (Representative(s) must sign and date this form on page 2, Part II.)**

Name and address George L. Hoff, Attny. 529 Stratford Avenue Akron, Ohio 44303	CAF No. 3205-20209R Telephone No. (330) 376-4963 Fax No. (330) 376-4963 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/>
Name and address	CAF No. _____ Telephone No. ( ) _____ Fax No. ( ) _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/>
Name and address	CAF No. _____ Telephone No. ( ) _____ Fax No. ( ) _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/>

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

**3 Tax Matters**

Type of Tax (Income, Employment, Excise, etc.)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s)
Application for Exemption	1023	1998

**4 Specific Use Not Recorded on Centralized Authorization File (CAF).**—If the power of attorney is for a specific use not recorded on CAF, check this box. (See Line 4—Specific uses not recorded on CAF on page 2.) ☐

**5 Acts Authorized.**—The representative(s) are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, contracts, or other documents. This authority does not include the power to receive refund checks (see line 6 below), the power to substitute another representative unless specifically added below, or the power to sign certain returns (see Line 6—Acts authorized on page 4).

List any specific additions or deletions to the acts otherwise authorized in this power of attorney: \_\_\_\_\_

**Notes:** In general, an unaffiliated preparer of tax returns cannot sign any document for a taxpayer. See Revenue Procedure 81-38, printed as Pub. 470, for more information.

**Notes:** The tax matters participation of a partnership or S corporation is not permitted to authorize representatives to perform certain acts. See the Instructions for more information.

**6 Receipt of Refund Checks.**—If you want to authorize a representative named on line 2 to receive, BUT NOT TO ENDORSE OR CAST, refund checks, initial here \_\_\_\_\_ and list the name of that representative below.

Name of representative to receive refund check(s) > \_\_\_\_\_



31-1624476

STATE OF OHIO  
DEPARTMENT OF TAXATION  
SALES AND USE TAX  
BLANKET EXEMPTION CERTIFICATE

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

(vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchaser, or both, as shown hereon:

Purchaser, namely Edge Learning, Inc. is a tax exempt organization  
under Section 501(c)(3) of the Internal Revenue Code of 1986 and is  
exempt from Sales Tax under Section 5739.02(B)(12) of the Ohio Revised Code.

*PURCHASER MUST STATE A VALID REASON FOR CLAIMING EXCEPTION OR EXEMPTION.*

The Edge Academy  
Purchaser's Name

92 N. Union St.  
Street Address

Akron, OH 44304  
City State Zip

[Signature] PRES.  
Signature and Title

JUL 25, 2005  
Date Signed

N/A  
Vendor's License Number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchasers must comply with rule 5703-9-10 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

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

DEPARTMENT OF THE TREASURY

Date: **APR 21 1999**

HEDGE LEARNING INC  
3865 DEER RUN OVAL  
RICHFIELD, OH 44286

Employer Identification Number:  
31-1624476  
EIN:  
17053327051038  
Contact Person:  
GARY MUTHERT ID# 31518  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Form 990 Required:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

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

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

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

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

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

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

Letter 947. (DO/C3)

AMENDED AND RESTATED CODE OF REGULATIONS  
OF THE  
EDGE LEARNING, INC.

ARTICLE I  
PURPOSE

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

ARTICLE II  
MEMBERSHIP

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

ARTICLE III  
DIRECTORS

Section 1. Number. The number of Directors of the Corporation shall be at least three (3) and no more than twelve (12) or such greater number as may be subsequently determined by the Directors; provided however, in no case shall the number of Directors be less than five (5) once the Corporation has entered into a community school contract with a sponsor, unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

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

Section 3. Qualifications and Role of Directors. Once the Corporation becomes a public school, the Directors, in their capacity as Directors, shall be the Governing Board of a public Ohio community school. The Directors shall have a strong interest in the welfare of the Corporation and in education. Each Director should be willing and able to attend all meetings, both regular and special, and also be willing to accept special assignments and serve on committees.

Section 4. Nominations and Election of Directors. Candidates for Director shall be nominated by the Board of Directors or a committee thereof. At the annual meeting of Directors that is held on or before the date that such term expires, the Board of Directors shall elect a successor to any Director whose term is set to expire. The remaining Directors shall fill any vacancy in the Board of Directors created by the resignation, removal or death of a Director at a regular or special meeting of the Board of Directors. The remaining Directors shall have the

authority to fill any such vacancy despite the fact that the remaining Directors do not constitute a quorum. Candidates for Director may be nominated by any Director.

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

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

Section 7. Notice and Waiver. Any notice required to be given by this Code shall be in writing and shall be delivered personally or sent by telegram, telecopy, or electronic mail transmission or by United States mail, express mail, or courier service, with postage or fees prepaid. For any notice made by personal delivery, telegram, telecopy or electronic mail, notice shall be deemed to be given when delivered or transmitted. For any notice sent by United States mail, or courier service, notice shall be deemed to be given when deposited in the mail or with the courier service. Unless waived in writing, notice of each annual meeting communicating the day, hour, and place shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Unless waived in writing, notice of each special meeting communicating the day, hour and place, and the purpose or purposes thereof shall be given to each Director by the Secretary of the Corporation not more than sixty (60) days nor less than three (3) days before any such meeting. Notice of the time, place and purposes of any meeting may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at a meeting without protesting, prior to or at the commencement of the meeting, shall waive notice or lack of proper notice for that meeting. Nothing in this Section 7 shall alter, however, the duty of the Corporation to provide notice to the public of meetings, once the Corporation becomes a public school. Notice to the public shall be given in accordance with Ohio law and pursuant to Board policy.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if a written consent to such action is signed by all of the Board of Directors or all of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals, and/or on separate but identical documents which shall be construed as one original. Provided however, if the Corporation is operating as a public school, all



action must be taken at open and public meetings and action by written consent shall not be allowed.

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

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

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

Section 12. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective upon the date of receipt by the Board of Directors, or, if later, upon the date specified by the Director in his/her resignation. Vacancies in the Board of Directors shall be filled in accordance with Sections 4 of this Article III.

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

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

#### ARTICLE IV OFFICERS

Section 1. Number, Title and Election. The officers of the Corporation shall consist of a President, Vice President, Secretary, and Treasurer and may include such other officers and assistant officers as the Board of Directors shall deem advisable, each of whom shall be elected by the Board at the annual meeting of the Board. With the exception of the office of President, an

individual may simultaneously hold two offices. Officers shall hold office for a term of one year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal.

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

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

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

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

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

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

## ARTICLE V INDEMNIFICATION

Section 1. Indemnification of Directors, Officers, Employees and Agents. Each person who at any time is or shall have been a Director, officer, employee or agent of the Corporation, or a Director member of the Governing Authority of the school, and such person's heirs, executors and administrators, shall be indemnified by the Corporation, both during and after their association with the Corporation, for those acts or omissions concerning the Corporation, in accordance with and to the full extent permitted by the Nonprofit Corporation Law of the State of Ohio (Ohio

Revised Code Chapter 1702) as in effect at the time of the adoption of these Regulations or as amended from time to time thereafter. The foregoing right of indemnification shall not be deemed exclusive of other rights to which any Director, officer, employee, agent or other person may be entitled in any capacity as a matter of law or under any regulations, agreement, vote of Directors, or otherwise. As authorized by the Board of Directors, the Corporation may purchase and maintain insurance against liability on behalf of any such person to the full extent permitted by law in effect at the time of the adoption of these Regulations or as amended from time to time thereafter.

## ARTICLE VI CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

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

## ARTICLE VII BOOK AND RECORDS

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

## ARTICLE VIII AMENDMENTS

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

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

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

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

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

1. Revised Code Section 102.03(D) & (E). A Board member cannot use, or authorize the use of, the authority or influence of his/her office or employment, or solicit or accept anything of value of such character as to manifest a substantial and improper influence upon him/her with respect to his/her duties.
  - a. "Anything of value" includes money and every other thing of value.
  - b. A thing of value has an improper character when it is secured from a party interested in matters before, or doing or seeking business with, the community school, its Board or employees, or where it could impair a Board member's objectivity and independence of judgment regarding his/her official actions and decisions.
  - c. A Board member shall not participate in matters that will benefit parties with whom he or she has a close family, economic, or business relationship.
  - d. **Abstain.** A Board member may avoid a conflict under R.C. 102.03(D) and (E) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures set forth in Part E of this policy when presented with a transaction to which R.C. 102.03(D) or (E) applies.

2. Revised Code Section 2921.42(A)(1). A Board member cannot authorize or employ the influence of his/her office to secure authorization of any public contract in which he/she, a member of his/her family, or any of his/her business associates has an interest.
  - a. A prohibited interest must be direct and definite and may be either pecuniary or fiduciary in nature.
  - b. **Abstain**. A Board member may avoid a conflict under R.C. 2921.42(A)(1) by abstaining from voting and refraining from discussions or deliberations of the Board regarding the matter. The Board shall follow the procedures of Part D of this policy when considering a situation involving R.C. 2921.42(A)(1).
3. Revised Code Section 2921.42(A)(3). A Board member shall not occupy any position of profit in the prosecution of a public contract which she or the community school board authorized, and which was not let by competitive bidding to the lowest and best bidder while the Board member holds a position on the Board or within one year thereafter.
  - a. A Board member occupies a position of profit in a public contract whenever he/she will receive a fee or compensation that is paid from or is dependent upon the contract, or the Board member will receive some other profit or benefit from the contract.
  - b. **Abstention** will not cure an R.C. 2921.42(A)(3) conflict.
4. Revised Code Section 2921.42(A)(4). A Board member cannot have an interest in the profits or benefits of a public contract entered into by or for the use of the community school.
  - a. A Board member has a prohibited interest in the profits or benefits of a public contract if the Board member would financially benefit from the contract, or the Board member has an ownership or fiduciary interest in the entity that is entering into the contract, unless the exception in R.C. 2921.42(C) applies.
  - b. For the exception to apply pursuant to R.C. 2921.42(C), the subject of the contract must be necessary supplies or services for the community school, and the supplies or services must be unobtainable elsewhere for the same or lower cost, or be furnished to the community school as part of a continuing course of dealing established prior to the Board member becoming associated with the community school, and, treatment of the community school must either be preferential to or the same as that accorded to other customers in a similar transaction. Under the exception, the entire transaction conducted at "arms-length" with the Board's full knowledge of the Board member's interest.
  - c. Abstention will not cure an R.C. 2921.42(A)(4) conflict unless the exception in R.C. 2921.42(C) applies.
5. Revised Code Section 2921.43(A). No public servant may knowingly solicit or accept improper compensation (a) other than as allowed by R.C. 102.03 (G), (H) and (I), to perform their acts, duties or services in their public servant capacity or as a supplement thereof, or, (b) for any additional or greater fees or costs than allowed by law in order to perform their official duties;
6. Revised Code Section 2921.43(B). No public servant shall solicit or accept anything of value for their own personal or business use or for the business or personal use of another

public servant or party official, in consideration for (a) appointing, securing, maintaining, or renewing the appointment of any person to public office, employment or agency, or, (b) preferring or maintaining a public employee's compensation, duties, placement, location, promotion or other material aspect of employment. A person is not prohibited from making voluntary contributions.

7. Revised Code 2921.43(C). No person shall coerce any contribution for the benefit of a political party, campaign committee, legislative campaign fund, political action committee or political contributing entity, in consideration for (a) appointing, securing, maintaining or renewing the appointment of any person to any public office, employment or agency, or (b) preferring or maintaining the status of any public employee's compensation, duties, placement, location, promotion or other material aspects of employment. Coercion need not actually cause or prohibit any action from actually occurring. A person is not prohibited from making voluntary contributions.
8. Revised Code Section 2921.44. A fiscal officer shall be disqualified from serving as a public official for four years after being found guilty of dereliction of duty in Ohio and, also prohibited from holding a public office until all restitution or repayment required by a court has been satisfied. Dereliction of duty may include (a) recklessly creating a deficiency, incurring a liability, or expending a greater sum than is appropriated by the general assembly for the use in any one year for the entity to which the public official is connected; or, (b) recklessly failing to perform a duty expressly imposed or forbidden by law with respect to the public servant's office.

C. **Excess Benefit Transaction**. Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a "disqualified person" who enters into an "excess benefit transaction" with the School. The tax may be imposed on members of management who approve the transaction. A transaction is an "excess benefit transaction" if the School pays more than fair market value for goods or services.

1. "Disqualified person" includes:

- a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
- b. A member of the family of a person described in a, above;
- c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
- d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.

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

1. For purposes of these procedures the following words have the following definitions.

- a. An "interested person" is any Board member, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below.
  - b. A person has a "financial interest" if the person, directly or indirectly, through business, investment, or family has:
    - i. An ownership or investment interest in any entity with which the School has a transaction or arrangement;
    - ii. A compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement; or
    - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.
  - c. "Compensation" includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
2. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board members and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
3. Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. Under this procedure, a person who has a financial interest will have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists. Please note: the situations described in Part B present a conflict of interest. As such, the Board need not determine whether a conflict exists for any situation described in Part B. If the situation is not described in Part B, after disclosure of the financial interest and all material facts, and after any discussion with the interested person that is permitted under these policies, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.
4. Procedures for Addressing the Conflict of Interest.
  - a. Except as otherwise provided in these policies, an interested person may make a presentation at the governing board or committee meeting, but after the presentation permitted under these policies, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c. After exercising due diligence, the governing board or committee shall determine whether the School can obtain with reasonable efforts a more advantageous

transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

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

**E. Other Procedures and Record Keeping Requirements.**

1. Violations of the Conflicts of Interest Policy.
  - a. If the Board or committee has reasonable cause to believe a member has failed to disclose an actual or possible conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
  - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
2. Documentation. The minutes of the Board and all committees with board- delegated powers shall contain:
  - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.
  - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
3. Annual Statements. Each Board member, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
  - a. Received a copy of the conflict of interest policy;
  - b. Read and understands the policy;
  - c. Agreed to comply with the policy;
  - d. Understands the School is charitable and must engage primarily in activities which accomplish one or more of its tax-exempt purposes to maintain its federal tax exemption;



- e. Acknowledges that a voting Board member who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation;
  - f. Acknowledges that a voting committee member whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member's compensation; and
  - g. Acknowledges that no voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
4. Periodic Reviews. To ensure the School operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
  - b. Whether partnerships, joint ventures, and arrangements with management companies conform to the School's written policies, are properly recorded, are a reasonable investment or a reasonable payment for goods and services, further its charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
5. Use of Outside Experts. The School may use outside experts in conducting its reviews, but, such use does not relieve the Board's obligation to conduct periodic reviews.
6. Immediate Relatives. An "immediate relative" means the Board member's spouse, children, parents, grandparents, and siblings, as well as in-laws residing in the same household as the Board member.
- a. If the School is not sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall be an owner, employee, or consultant of the School's sponsor or operator, unless at least one year has elapsed since the person's Board membership ceased.
  - b. If the School is sponsored by a school district or educational service center, no present or former Board member, or immediate relative of any present or former Board member, shall (i) be an officer of the Sponsor's governing board, unless at least one year has elapsed since the person's Board membership ceased, or (ii) serve as an employee of or consultant for the department, division, or section of the Sponsor organization that is directly responsible for sponsoring community schools, or have supervisory authority over such a department, division, or section, unless at least one year has elapsed since the person's Board membership ceased.
7. Annual Disclosure Requirement. Each Board member shall annually file a disclosure statement setting forth the names of any immediate relatives or business associates

employed, within the previous three (3) years, by (a) the sponsor or operator of the School, (b) a school district or educational service center that has contracted with the School, or (c) a vendor that is or has engaged in business with the School.

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

Signature and Title

Date

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

*Ohio Revised Code Chapter 102, Sections 2921.42, 2921.43, 2921.44 and 3314.02.*

Adopted: \_\_\_\_\_

9/25/17

Reimbursement

A Board member may receive reimbursement only for expenses that are pre-approved by the Board.

The following guidelines have been established by the Board to ensure appropriate and proper reimbursement of expenses for Board members.

Expenses will be reimbursed only for activities authorized by the Board at a rate determined by the Board.

When attending a Board-approved conference, fees, parking, mileage, meals, and housing which are reasonable can be submitted for approval, including a maximum gratuity of twenty percent (20%). A Board member will not be reimbursed for any upgrades for example, a hotel room with a view, or for room service.

A Board member cannot be reimbursed for any expense if the Board member received a benefit through a rewards program for that expense. Rewards programs allow users to earn rewards based on how much money they spend. Examples of rewards programs include, but are not limited to, frequent flier miles, grocery store loyalty card programs, and hotel free night programs. This prohibition includes rewards programs tied to credit cards and loyalty customer cards. No entertainment expenses or purchases of alcoholic beverages are reimbursable.

A voucher detailing the amount and nature of each expense must be submitted to the Board for approval within ten (10) days after the expenses have been incurred.

Compensation Procedures

The Board and any compensation committee will follow these procedures in reviewing compensation arrangements with Board members, officers, and employees:

- a. Approve all compensation arrangements in advance (before paid).
- b. Document (in writing) its terms and the date approved.
- c. Document (in writing) the decision made by each member who participated in process.
- d. When warranted, consider compensation surveys and compensation paid or offered by similarly situated entities for similar services.
- e. Document (in writing) the information considered in making the decision, and its source.

The Board hereby ☐ approves ☒ does not approve [check one] compensation of \$\_\_\_\_\_ per meeting attended (no more than \$125 per meeting attended) for each community school Board member to be effective at the end of his or her term, for his or her next term.

The Board hereby ☐ approves ☒ does not approve [check one] compensation of \$ \_\_\_\_\_ for attendance at an approved training program three hours or less in length (no more than \$60 per day). The Board hereby ☐ approves ☒ does not approve [check one] compensation of \$ \_\_\_\_\_ for attendance at an approved training program over three hours in length (no more than \$125 per day).

No Board member shall be compensated more than a total amount of \$5,000 per year for all Ohio community school governing authorities on which the individual serves.

*R.C. 3314.02; Ohio Ethics Comm. Advisory Opinion No. 91-010*

**ARTICLES OF INCORPORATION**  
**OF EDGE LEARNING, INC.**  
**A NON-PROFIT CORPORATION**

The undersigned, citizens of the United States, desiring to form a non-profit corporation under Chapter 1702 of the Ohio Revised Code for the purpose of the establishment of one or more Community School to be known as The Edge Academies within the State, do hereby certify:

**ARTICLE I**  
**NAME**

- 1.1 The name of the Corporation is Edge Learning, Inc.

**ARTICLE II**  
**PRINCIPAL OFFICE**

- 2.1 The State and County of the Corporation's principal office is the State of Ohio and County of Summit. The address of the Corporation's principal office is 3865 Deer Run Parkway, Richfield, Ohio 44286.

**ARTICLE III**  
**PURPOSE**

- 3.1 The principal purpose for which the Corporation is formed and organized is to provide for the creation, operation, administration, and financial support for Community Schools to be known as the Edge Academies.

To accomplish the purpose as set forth above, the Corporation may engage in such activities, as the Trustees of the Corporation deem necessary and advisable to:

- (a) Solicit contributions from the community including sponsorship of fundraising activities for the purpose of supplies, equipment and technical expertise which is necessary for and to be used in conjunction with the operation and administration of the Edge Academies; and,

ARTICLES OF INCORPORATION  
EDGE LEARNING, INC.  
NON-PROFIT CORPORATION  
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- (b) Obtain any grants, as may be available for the purpose which is to provide funds for the operation and administration of the Edge Academies including the purchase of supplies and equipment; and,
- (c) To encourage community awareness, participation and support of the operation and administration of the Edge Academies; and,
- (d) To do everything necessary, proper, advisable, or convenient for the accomplishment of the purposes or the attainment of any of the objectives or the furtherance of any of the powers set forth in these Articles of Incorporation, incidental to, or pertaining to, the operation and administration of the Edge Academies, and at all times to comply with the provisions of the Ohio Revised Code, Sections 1702.01 et. seq., as presently enacted and as may be amended or suspended by any other statute in the future.

**ARTICLE IV**  
**TRUSTEES**

4.1

- (a) Initial Trustees - the initial Trustees of the Corporation shall be three (3) in number and shall serve until such time as their successors are appointed pursuant to the provisions of these Articles or a Code of Regulations as may be adopted.

NAME	ADDRESS
David Dudas	3865 Deer Run Parkway Richfield, Ohio 44286
Susan Dudas	3865 Deer Run Parkway Richfield, Ohio 44286
Betty J. Godard	2637 N. Revere Rd. Akron, Ohio 44333

- (b) Permanent Trustees - David Dudas, Susan Dudas, and Betty J. Godard shall be permanent Trustees so long as those persons are willing and able to serve in such capacity, and except for discharge for cause, shall not be subject to involuntary removal, nor shall they be subject to election, as their term shall extend so long as they desire to serve.

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- (c) Other Trustees - Any person may serve as a Trustee. The term of service shall be for two (2) years unless: (1) such person is appointed to fill a vacancy in which case the term shall be for the remainder of the term of the person so replaced; (2) such person is appointed as a Trustee for a lesser term by the resolution of the Board of Trustees; or, (3) such person's term is terminated for any reason including resignation, death, and inability or incapacity to serve as Trustee.

A Trustee may resign at any time by giving written notice to the Corporation at least fifteen (15) days prior to such resignation.

A Trustee may be discharged with or without cause at any time without notice by a majority of the Trustees.

If any person is unwilling or unable to serve as a Trustee then such person may appoint another person to serve in their place. Such appointment shall be subject to the approval of the then existing Trustees who are entitled to vote. If any person, being unwilling or unable to serve does not appoint an other person to serve, or the Trustees do not consent to an appointment of an individual; then a majority of the then Trustees by their affirmative vote may elect a person to serve in place of the Trustee, however, such person shall serve for the remainder of the term of the person who they replace, but in any case not more than two (2) years without again being subject to re-election.

**ARTICLE V  
SHARE STRUCTURE**

**Number and Type**

- 5.1 The corporation shall not have and is not authorized to have outstanding any shares of Capital Stock.

**ARTICLE VI  
STATED CAPITAL**

- 6.1 The amount of capital with which the Corporation shall begin business is Five Hundred Dollars (\$500.00).

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EDGE LEARNING, INC.  
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**ARTICLE VII  
AMENDMENT TO ARTICLES**

- 7.1 The Corporation by a majority vote of the Trustees eligible to vote reserves the right at any time, and from time to time, to amend these Articles of Incorporation in the manner now or in the future permitted by statute. any change authorized by the Trustees having a majority of the voting power of the Corporation (or a greater number as may then be required by statute) shall be binding and conclusive on every Trustee of the Corporation as fully as if each Trustee had voted for the change.

**ARTICLE VIII  
INTERESTED TRUSTEES AND OFFICERS**

- 8.1 A Trustee or Officer of the Corporation shall not be disqualified by office from dealing or contracting with the Corporation as a vendor, purchaser, employee, agent or otherwise. No act of the corporation shall be void or voidable or in any way affected by reason of the fact that any Trustee or Officer of the Corporation is also a member of a firm, an officer, a director, a shareholder, or a trustee of a corporation, or a trustee or beneficiary of a trust, or otherwise connected with any other enterprise, in any way interested in the act. No Trustee or Officer shall be accountable or responsible to the Corporation for or in respect to any act of the Corporation or for any gains or profits directly or indirectly realized by reason of the fact that the Trustee or Officer or any firm of which he or she is a member, or any corporation of which he or she is an officer, shareholder, director, or trustee, or any trust of which he or she is connected, is interested in the act. The fact that the Trustee or Officer, or that the firm, corporation, trust or other entity is interested shall be disclosed or shall have been known to the Board of Trustees or the members of the Board present at any meeting of the Board of Trustees at which action on the transaction is taken. Any interested Trustee may be counted in determining the existence of a quorum at any meeting of the Board of Trustees that authorizes or takes actions in respect to any transaction; and any interested Trustee may vote to authorize, ratify, or approve the transaction. Any Officer of the Corporation may take any action within the scope of his or her authority, respecting any act, with like force and effect as if he or she, or any other entity with which he or she is connected, were not interested in the act. Without limiting or qualifying the foregoing, if any judicial or other inquiry, suit, cause, or proceeding, the question of whether a Trustee or Officer of the Corporation has acted in



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good faith is material, and notwithstanding any statute or rule of law or of equity to the contrary (if there are any) his or her good faith be presumed in the absence of clear and convincing evidence and proof to the contrary.

**ARTICLE IX  
INDEMNIFICATION**

**Right to Indemnification**

9.1 The Corporation shall indemnify each of its Officers, Trustees, and employees, whether or not then in office, and his or her heirs and legal representatives, against all expenses, judgments, decrees, fines, penalties, or other amounts paid in satisfaction, in settlement of, or in connection with the proceeding, civil or criminal, to which he or she is or may be made a party by reason of having been a Trustee, Officer or employee of the Corporation. Without limitation, the term "expenses" shall include all counsel fees, expert witness fees, court costs, and any other costs of a similar nature. The Corporation shall net, however, indemnify any Officer, Trustee or employee until a majority of the Board of Trustees has determined by a majority vote at a meeting, or by a written instrument signed by a majority of all of the Trustees, that the Office Trustee or employee:

- (a) Was not grossly negligent in his or her duty to the Corporation or guilty of intentional misconduct in the performance of duties to the Corporation;
- (b) Acted in good faith in what he or she reasonably believed to be in the best interests of the Corporation; and,
- (c) In any matter subject to criminal action, suit or proceeding, had no reasonable cause to believe that the conduct was unlawful.

In making this determination, all of the Trustees, including any Trustee who is a party to or threatened with the action, suit or proceeding shall be entitled to vote at meeting or sign the written instrument and by those means be counted for all purposes in determining a majority of the Board of Trustees.

9.2 Any Officer, Trustee, or employee who is entitled to indemnification from the Corporation may make a written demand on the Board of Trustees by serving the written demand on the President or the Secretary, (unless the President and the Secretary are both making the demand, in which case service may be made on any other Officer of the Corporation).

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If the Board of Trustees does not, within fifteen (15) days after service of the written demand, determine that the Officer, Trustee or employee is entitled to indemnification, the Officer, Trustee, or employee may, within sixty (60) days following the date of service of the demand, apply to a court of general jurisdiction in the county where the Corporation maintains its principal office, to consider the matters referred to in Subparagraphs (a), (b), and (c) of Paragraph 9.1. If the court determines that the conduct of the Officer, Trustee or employee was such as to meet the requirements in the subparagraphs, the court shall order the corporation to indemnify the Officer, Trustee or employee to the same extent as if the Board of Trustees had originally made the determination.

**ARTICLE X  
MEMBERSHIP**

- 10.01 The Corporation shall not have Members but the Trustees shall serve as Members.

**ARTICLE XI  
OFFICERS**

- 11.01 The Trustees of the corporation shall elect persons to serve in the capacity of President, Vice President, Secretary and Treasurer. The duties of Officers shall be set forth in the By-Laws of the Corporation. The Officers shall serve at the pleasure of the Board of Trustees for terms not to exceed one (1) year.

**ARTICLE XII  
FISCAL YEAR**

- 12.01 The corporation's Fiscal Year shall commence in June 1 and end on May 31, except for the first fiscal year which shall commence as of the date of incorporation and end on May 31, 1999.

**ARTICLE XIII  
DISSOLUTION OF THE CORPORATION**

- 13.01
- (a) The dissolution of the Corporation shall require a two-thirds (2/3) vote of the then serving Trustees of the Corporation.

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EDGE LEARNING, INC.  
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- (b) In the event that the Corporation is dissolved, all of the Corporation's assets shall be marshaled and shall be contributed to an organization which is tax-exempt and has as its principal purpose, the creation and organization of community schools within the Akron area and if no such organization exists, then to an organization who's principal purpose is education of children grades K through 6.

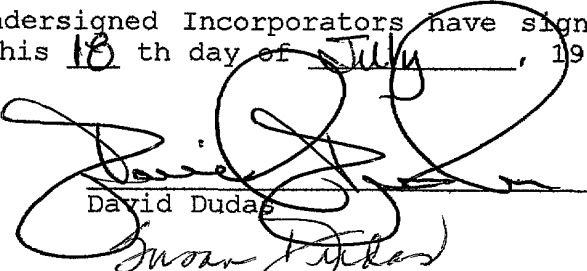
**ARTICLE XIV**  
**LIMITATION ON USE OF CORPORATE ASSETS.**

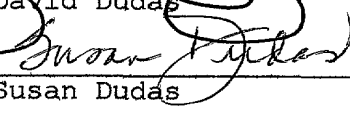
- 14.01 No person, Trustee, Officer, employee or Member shall use any asset of the Corporation for their personal use and no person, Trustee, Officer, employee or Member shall be entitled to any moneys or properties as a result of their Membership or position in the corporation. Notwithstanding the foregoing sentence and subject to the limitations of Article VIII, persons who are Members, Officers, or Trustees of the Corporation may conduct business with the Corporation if such business is in the best interest of the Corporation and in furtherance of the Corporation's principal purpose.

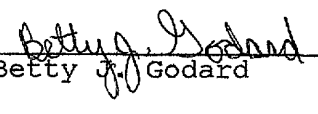
**ARTICLE XV**  
**COMPENSATION OF OFFICERS AND TRUSTEES**

- 15.01 No person serving as an Officer or Trustee shall be entitled to any compensation therefore, provided however, the reasonable and necessary expenditures of any person in furtherance of the business of the Corporation may be reimbursable by the Corporation upon the approval of the President and the Treasurer.

IN WITNESS WHEREOF, the undersigned Incorporators have signed these Articles of Incorporation this 18 th day of July, 1998.

  
David Dudas

  
Susan Dudas

  
Betty J. Godard

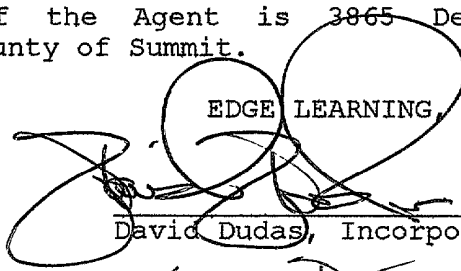
ARTICLES OF INCORPORATION  
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**ORIGINAL APPOINTMENT OF AGENT  
FOR  
EDGE LEARNING, INC.  
A NON-PROFIT CORPORATION OF THE STATE OF OHIO**


The undersigned, being the Incorporators of the above-named Corporation, hereby appoint Dave Dudas, to be Statutory Agent, upon whom any process, notice or demand required or permitted by statute to be served upon this Corporation may be served.

The full address of the Agent is 3865 Deer Run Parkway,  
Richfield, Ohio 44286, County of Summit.

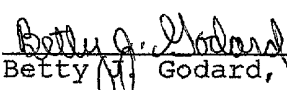
EDGE LEARNING, INC.



David Dudas, Incorporator



Susan Dudas, Incorporator

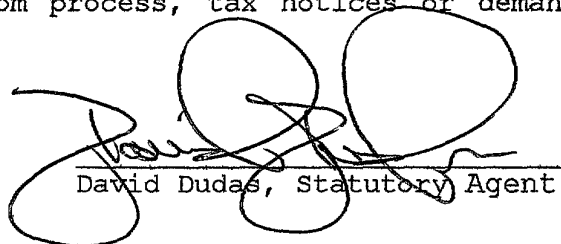


Betty J. Godard, Incorporator

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County of Summit, Ohio July 18, 1998

The undersigned hereby accepts the foregoing appointment as Agent of the Corporation upon whom process, tax notices or demand may be served.



David Dudas, Statutory Agent

### CONSENT FOR USE OF SIMILAR NAME

On this 16th day of July 1998, Marie Stephenson-Daily, an individual residing in the State of Ohio hereby grants and consents to the use of the name Edge Learning Inc to David Dudas, Susan Dudas, and Betty Godard as the initial Trustees and the Incorporators of the non profit corporation known as Edge Learning Inc.


Dated: \_\_\_\_\_

  
Marie Stephenson-Daily

George L. Hoff  
529 Stratford Ave.  
Akron, Ohio 44303

THE SECRETARY of the STATE c  
Corporations Section  
30 East Broad Street  
14th Floor  
Columbus, Ohio 43266-0418

/



	DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
1.	11/ 2/1998	199830001558	ARN DOMESTIC ARTICLES/NON-PROFIT	25.00	0.00	0.00	0.00	0.00
			<b>TOTAL</b>	25.00	0.00	0.00	0.00	0.00

**Return To:**  
**GEORGE L. HOFF**  
**529 STRATFORD AVE**  
**AKRON, OH 44303-0000**

-----cut along the dotted line-----



*The State of Ohio*  
❖ *Certificate* ❖

*Secretary of State - Bob Taft*

**1040045**

*It is hereby certified that the Secretary of State of Ohio has custody of the business records for EDGE LEARNING, INC. and that said business records show the filing and recording of:*

Document(s)  
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):  
199830001558

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

Witness my hand and the seal of the Secretary  
of State at Columbus, Ohio, This 30th day of  
July, A.D. 1998



*Bob Taft*

Bob Taft  
Secretary of State



#### **148.1 Purchasing/Invoicing**

Before placing a purchase order, each party authorized to place a purchase order should consider whether the material requested may be available elsewhere in the School or in the management company network, if any. In the interests of economy, fairness and efficiency, the Board requires that:

- A. All purchase orders shall be numbered consecutively.
- B. An informal but documented assessment of the responsibility, reliability, comparative cost and reputation of available qualified suppliers shall have been conducted before the purchase order is submitted.
- C. Certain purchases may be below an amount of money allowed to be spent without a properly signed purchase order, as authorized by the management company, if any, and the Principal.
- D. Insofar as conditions permit, all legitimate business suppliers shall be treated courteously.
- E. Credit card agreements must be approved by the Board, and, if so approved, all credit cards shall be kept in the custody of the Superintendent in a locked area. All credit card purchases must comply with **Policy 148.6**. Any staff member or Board member entrusted with a credit card shall be personally liable for the proper use and safekeeping of the credit card.
- F. Cooperative purchasing among schools managed by the same company is encouraged, if it results in an economic advantage. Other cooperative purchasing may be considered as well.
- G. If it results in an advantage of any kind, the School may prefer local vendors.
- H. All applicable ethical and conflicts rules shall be followed when purchasing or soliciting for purchasing. No director, officer, employee, staff or agent of the School shall 1) solicit or participate in the negotiations of a contract in which he or she has any direct or indirect pecuniary or beneficial interests or 2) accept any gift or favor from a vendor which might influence their recommendations in the eventual purchases of equipment, supplies or services.

These policies do not prevent any person from receiving royalties upon the sale of any textbook or similar educational product of which she or he is the author, which has been properly approved for use in the School.

If the Board is presented with an invoice from a vendor, the vendor must certify that the good or services were used for School purposes, the invoice must contain sufficient itemization to determine that the services or goods were used for School purposes and the fiscal agent or fiscal officer of the School shall pre-approve payment before the invoice is approved by the Board.

*R.C. 102.03; OAC 117-2-02*

See also Policy 148.6 Credit Cards and Policy 395.1 Purchase of Supplies and Materials, Equipment.

## **148.2 Fixed Asset Policy/Title I and Federal Grant Assets Policy**

### **Purpose**

The School's Fixed Asset/Title I and Federal Grant Assets policy establishes a fixed asset accounting system that, if followed, will ensure that the School properly handles and disposes of assets, including those assets obtained with Title I grant monies and other federal grant awards, and contains sufficient data to permit:

1. The preparation of fiscal year-end financial statements in accordance with Generally Accepted Accounting Principles (GAAP);
2. Adequate insurance coverage; and
3. Control, accountability and security.

**Classifications of Fixed Assets.** Fixed assets shall be classified as either: (1) equipment, (2) supplies, (3) furniture, (4) leased fixed assets, or (5) real property.

### **Criteria for Fixed Asset Capitalization and Valuation**

An item is a Fixed Asset if it has a useful life of one (1) year or more and the cost of the asset is greater than \$5,000.00, or, it is a leased asset with a purchase price of greater than \$5,000.00.

Fixed Assets are to be valued at historical cost or, if that amount is not practicably determined, at estimated historical cost. The Controller shall determine the estimated historical cost. Donated Fixed Assets shall be valued at the donor's estimated fair market value at the time of gifting.

Depreciation in value of a Fixed Asset will be calculated using straight-line depreciation. The estimated life of a fixed asset shall follow Association of School Business Officials (ASBO) guidelines.

### **Management of Fixed Assets**

The School shall conduct a physical inventory of its fixed assets at least every two years. The results of the physical inventories must be reconciled with the property records.

The School shall develop a control system to safeguard against loss, damage, or theft of fixed assets. The School shall investigate any loss, damage, or theft of any fixed asset. To the greatest extent possible, the School shall also maintain effective internal controls and safeguard all computing devices and assure that such devices are used solely for authorized purposes.

In order to prevent loss or theft of School property, all fixed assets (other than real property) will have a School fixed asset sticker indicating the School's ownership.

The School shall maintain its fixed assets in order to keep them in good condition and working order.

The following information shall be maintained for all fixed assets:

1. description of the asset
4. title information
5. serial number of the asset, if applicable
6. asset classification
7. location, use, and condition of the asset
8. purchase price and percentage of federal participation
9. vendor
10. date purchased or leased
11. percent of federal funds used for purchase or lease, if applicable
12. accumulated depreciation
13. date and method of disposal and sale price
14. records generated by physical inventories

#### Acquisition of Fixed Assets

Real Property Acquired with Title I or Other Federal Grants. Real property acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

Except as otherwise provided by federal law or by the federal awarding agency, real property acquired with federal Title I or other federal grant monies shall be used for the purposes authorized by the grant(s). The School shall not dispose of or encumber its title or other interest in any real property acquired with federal Title I or other federal grant monies so long as the real property is needed for the originally authorized purpose.

Equipment Acquired with Title I or Other Federal Grants. Equipment acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

For as long as needed, the School shall use equipment acquired with federal Title I or other federal grant monies in the program or project for which it was acquired, whether or not the project or program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when it is no longer needed for the program or project for which it was acquired. The School shall give priority to activities under a federal award from the same agency then to activities under a federal award from other federal agencies.

The School can use equipment acquired with Title I or other federal grant monies on other projects or programs that are currently or were previously supported by the federal government provided that such use will not interfere with the program or project for which the equipment was acquired. First preference should be given to other programs or projects supported by the agency that awarded the grant monies.

The School shall not use the equipment acquired with federal Title I or other federal grant monies to provide services for a fee that is less than private companies charge for equivalent services.

The School shall obtain the approval of the awarding agency if required by the federal award before it (1) uses equipment acquired with federal Title I or other federal grant monies as a trade-in to acquire equipment to replace the old equipment, or (2) sells the old equipment and uses the sale proceeds to offset the cost of the replacement equipment.

Supplies Acquired with Title I or Other Federal Grants. Supplies acquired with federal Title I or other federal grant monies received by the School shall be titled in the name of the School.

The School shall not use the supplies acquired with federal Title I or other federal grant monies to provide services for a fee that is less than private companies charge for equivalent services.\_

Equipment Furnished by Federal Agency. The School shall ensure that the equipment remains titled in the name of the Federal Government. The School shall follow the rules and procedures of the federal agency for managing the property.

#### Disposal of Fixed Assets

The School shall establish and follow procedures to ensure that it receives the overall best possible return, if it sells any fixed asset. An independent valuation or market comparison may be used, among any other reasonable method of valuation.

Fixed Assets Not Acquired with Title I or Federal Grant Funds. Fixed assets that were not acquired in whole or part with federal grant monies will be disposed in a manner approved by the Governing Authority of the School. Upon recommendation of the Principal or Treasurer, such Board resolution shall designate the materials, equipment, supplies or other assets as obsolete, excess or unusable, and, shall identify the assets, and may sell, donate or lawfully dispose of them. Any proceeds shall be put in the general fund.

Real Property Acquired with Title I or Federal Grant Funds. When real property acquired with federal grant monies is no longer used for the originally authorized purpose(s), the School shall dispose of such property pursuant to instructions provided by the awarding agency.

Equipment and Supplies Acquired with Title I or Federal Grant Funds. The School may retain, sell, or otherwise dispose of equipment acquired with federal funds. However, the School shall contact the awarding agency for disposition instructions before it sells any equipment with a per unit value of greater than \$5,000 because the awarding agency may have a right to a portion of the proceeds of the sale. State law may dictate the procedures that must be followed or otherwise place restrictions on the ability of the School to sell the property.

Disposal of Equipment Provided by a Federal Agency. The School shall only dispose of federal equipment pursuant to instructions provided by the federal agency that provided the equipment, or should the assets or equipment be under a value or value per unit as applicable under the rules of the federal agency, then the School may dispose of the equipment or asset as if it was not acquired with federal grant funds.

*2 C.F.R. 200.*

See also Policy 148.8 Federal Grants Procurement, Monitoring, and Administration.

### **148.3            Audit Committee**

The Board shall establish an audit committee which shall consist of one of the following: the entire Board membership, or, a minority of the Board membership, or, a minority of the Board membership and any outside consultants of the Board's choice. At least one member of the audit committee shall possess knowledge in the areas of accounting, auditing, financial reporting or school finance. The audit committee shall serve a one-year term and meet as often as necessary to carry out its responsibilities. Members of the audit committee shall attend to their responsibilities in good faith, and in a manner they reasonably believe to be in the best interests of the School.

The purpose of the audit committee is to ensure that both external and internal audit functions and other accountability issues receive adequate oversight. The audit committee's responsibilities include, but are not necessarily limited to, a review of the annual unaudited financial reports submitted to the Auditor of State; a periodic review of the interim financial information submitted to the Board; a review of all audit results; an assurance that audit recommendations are appropriately addressed; serving as a liaison between School management and the independent auditors. Any recommendations of the audit committee shall be presented to the Board and responsibility for official action remains with the Board.

*OAC 117-2-05*

#### **148.4 Independent Contractor**

For purposes of this policy, independent contractors are individuals who provide services to the School who are not treated as employees of the School for purposes of withholding federal employment and income taxes.

The School may contract with an independent contractor for a service if none of the School's employees are qualified to provide the service, or, if having Employees perform the service would interfere with the daily operations of the School, or, if the Board of Directors of the School or its authorized designee deems it in the best interest of the School.

The School shall maintain a list of the independent contractors with whom it has contracted.

To the extent required by law, the School shall issue a 1099 Form to each independent contractor reporting the amount paid to the contractor and file the form with the appropriate governmental agency(ies).

In contracting for services with any independent contractor, the School shall enter into a written contract on or before the date the independent contractor begins to provide services under the contract if the amount payable under the contract is \$600.00 or more. The contract shall specifically describe the services that the independent contractor will provide under the contract.

The School shall obtain a W-9 form from the independent contractor at the time the contract is executed.

Subject to the terms of the contract, the School shall require that the independent contractor substantiate that the services have been performed before the School shall remit payment for the services.

No independent contractor shall be paid as an employee on a W-2 form. If any state retirement system decides that School must pay into its system on behalf of a contractor, such funds will be deducted from the gross pay to the contractor.

All employees of independent contractors providing "essential school services" to the School must fulfill one of the following conditions:

1. The independent contractor has provided proof that it has requested a criminal records check, including an FBI check, within the five-year period prior to the date on which the person will begin working in the School and the records check indicated that the person had not been convicted of or pleaded guilty to an offense that would disqualify the person for employment with the School;

**OR**

2. During periods of time when the employee of the independent contractor will have routine interaction with a child or regular responsibility for the care, custody or control of a child, an employee of the School has been assigned to be present in the same room as



the child or, if outdoors, to be within a 30-yard radius of the child or to have visual contact with the child.

The Principal or his/her designee is responsible for ensuring that employees of independent contractors have successfully completed a criminal records check or will be supervised when they have access to children.

The Principal has specified that “essential school services” are necessary services that would need to be provided by Employees if the services were not provided by an independent contractor (such as food, janitorial or clerical services).

*IRC 6041; R.C. 3314.41*

## **148.5            Annual Financial Report**

The School shall file an annual financial report, which must be prepared using generally accepted accounting principles. The report must contain the following:

1.     The amount of collections and receipts, and accounts due from each source;
2.     The amount of expenditures for each purpose;
3.     The income of each public service industry owned or operated by a municipal corporation, and the cost of such ownership or operation (if applicable); and
4.     The amount of public debt of each taxing district, the purpose for which each item of such debt was created, and the provision made for the payment thereof (if applicable).

The School must prepare two copies of the report. The original must be filed with the auditor of state at "Auditor of State, Local Government Services Division, 88 East Broad Street, Columbus, Ohio 43216-1140" or "Post Office Box 1140, Columbus, Ohio 43216-1140" and the copy must be retained by the School's fiscal officer. The report must be filed either in paper form or electronically in a manner and format prescribed by the auditor of state and must be filed within one hundred and fifty (150) days after the close of the fiscal year. At the time the report is filed with the auditor of state, the School's fiscal officer must publish notice in a newspaper of general circulation in the political subdivision or taxing district.

*R.C. 117.38; OAC 117-2-03.*

## **148.6 Credit Cards**

For purposes of this policy, “credit cards” are defined to include any bank- or financial institution-issued credit card account, store-issued credit card account, affinity credit card account, or any other credit card account allowing the holder to purchase goods or services on credit, or any debit or gift card account related to the receipt of grant money. The Board recognizes the convenience and efficiency afforded by the use of School credit cards. A credit card shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or School-related activities and that only those types of expenses that are for the benefit of the School and serve a valid and proper public purpose shall be paid for by credit card. As such, employees are required to abide by the following guidelines when using a School credit card.

1. All credit cards and any instruments related to the account, including checks, shall be applied for, acquired, or cancelled at the direction of the Board and shall be issued to and in the name of the School. Any changes to credit card terms requiring consumer authorization, including changes to credit limits, shall be approved by the Board.
1. Upon issuance, all credit cards and instruments related to the account shall be managed, held and supervised by ☐ the Principal, who shall be the School’s credit card compliance officer and shall be prohibited from authorizing the use of the credit card by any other individual OR ☐ the designated fiscal officer [Choose one] (“Credit Card Holder”).

The Board may authorize any employee to use a credit card when the Board deems such use necessary or convenient, irrespective of who the Credit Card Holder is.

Subject to the discretion of and the approval of the Board, credit cards may be used for eligible goods and services including:

- a. Transportation reservations and expenses.
- b. Conference registrations.
- c. Hotel reservation guarantees and expenses.
- d. If monies are budgeted and deposited with the Principal in advance, credit cards may be used by employees for student trips and competitions for safety and security reasons.
- e. Reasonable real expenses, including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages, since the purchase of such beverages clearly fails to serve a valid and proper public purpose.
- f. Purchases from vendors who do not accept purchase orders or vouchers, with prior approval from the Board.
- g. Other purchases approved by the Board on a case-by-case basis.

Credit cards shall not be used for personal purchases or expenditures not allowed under this guideline. In particular, credit cards shall not be used for expenses that are not incurred in connection with Board-approved or School-related activities, are not for the benefit of the School, and do not serve a valid and proper public purpose. Use of credit cards in an unauthorized or illegal manner may result in referral for criminal prosecution, revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase.

The Board shall establish limits on the total dollar amount that an employee may incur as a part of any individual transaction based on a good faith estimate of the purchase or expense. If the designated fiscal officer is the Credit Card Holder, the fiscal officer shall establish limits on the total dollar amount that an employee may incur as a part of any individual transaction based on a good faith estimate of the purchase or expense, which shall be approved and ratified by the Board.

Employees requiring the use of a School credit card shall request in writing such card from the Board or the designated fiscal officer if he or she is the Credit Card Holder, which shall include a signed statement that the requesting employee has read this policy, and understands and agrees to abide by its terms.

The School is a nonprofit instrumentality of the State of Ohio. Tax exemption forms shall be utilized and are available in the Principal's office.

Upon receipt of a School credit card, employees shall:

- h. Inform merchants that the purchase is for "Official School Business" and is not subject to State or local sales tax. However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.
- i. Maintain credit cards in a secure fashion and prevent unauthorized charges to the account.
- j. Maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices.
- k. Provide documentation of all purchases to the Credit Card Holder in a timely manner to ensure prompt payment.
- l. Immediately notify his or her immediate supervisor, the Credit Card Holder, and the Board if the card is lost or stolen. It shall be the responsibility of the Principal to report any lost or stolen credit card to the relevant issuer and credit agencies. In the event that a credit card is lost or stolen, the Principal shall request that the issuer place a "stop" or "hold" on the account to prevent fraudulent use of the card.
- m. After use, School credit cards are to be returned to the Credit Card Holder, along with appropriate itemized receipt copies of all charges. If the Principal is the designated

credit card compliance officer, the Principal shall review all itemized receipts and submit copies to the School's fiscal officer or his or her designee.

- n. Upon receipt of the appropriate documentation, credit card expenditures will be paid through the Credit Card Holder's Office.
- o. The Credit Card Holder will monitor the credit card account(s) and reconcile all credit card accounts on a monthly basis. A report will be a part of the monthly Cash Activity Report reported to the Board, and if the Principal is the Credit Card Holder, the Board shall sign a monthly attestation indicating that it has reviewed the account transaction details.
- p. At least quarterly, the Board and the Credit Card Holder shall review the number of credit card accounts and the number of active credit cards in use, and each credit card's respectively expiration date and credit limit.
- q. If the employee is terminated or resigns, he or she must return the credit card and shall remain responsible for any inappropriate use.

Failure to turn in receipts and appropriate forms to the Credit Card Holder within five (5) business days may result in the charges being deemed unrelated or unsubstantiated. This amount will then be charged back to the user.

Credit Cards shall never be used for any cash withdrawal transactions or advances from a financial transaction device or automated teller machine ("ATM"), or to obtain any cash back on a credit card transaction.

The designated fiscal officer shall annually report to the Board any rewards received by the School based on the School's use of the credit card.

*R.C. 3314.52.*

See also Policy 148.1 Purchasing/Invoicing.

## **148.7 Staff Reimbursement**

Expenses which are incurred by professional staff members as a result of authorized travel for the School will be reimbursed to the extent provided for in these guidelines. Reimbursement is intended to provide for transportation, lodging, and food of reasonable and adequate quality. When traveling on School business, a professional Staff member is expected to use the same care in incurring expenses that a prudent person would exercise if traveling on personal business, and reasonable efforts will be made to reimburse actual expenses. Excessive costs, such as those caused by circuitous routes or luxury services or accommodations, will not be considered prudent, nor will they be accepted for reimbursement. No charges for alcoholic drinks will be reimbursed. Rental cars must be economy rentals unless approved in advance by the Treasurer as otherwise necessary or prudent.

**Authorization and Procedure:** When travel is expected, a requisition form should be completed and approved by the Superintendent at least ten (10) days prior to the date a decision is needed. This request should detail all estimated expenditures.

**Reimbursement:** Reimbursement will be at the current approved IRS rate if driving on School business. If transporting students to competition or trips, Staff volunteers will be reimbursed actual expenses, documented by receipt, or at the IRS Approved Charitable Rate.

A Travel Reimbursement Form must be completed and signed by a supervisor. All claims must be supported by original receipted bills. Reimbursement for reasonable charges for tolls and parking will be made upon presentation of supporting receipts.

**Other Reimbursement:** Staff must follow all rules concerning purchasing and School credit card use. If Staff otherwise personally advances money on behalf of the School, it does so completely at its own risk of non-reimbursement, provided however, the Board is authorized to reimburse such advances only if it finds that the expenditure was made without adequate opportunity for prior approval, or was an emergency and advanced as a necessity, for the benefit of the School. All reimbursements must be supported by detailed receipts.

Staff cannot be reimbursed for any expense if the Staff member received a benefit through a rewards program for that expense. Rewards programs allow users to earn rewards based on how much money they spend. Examples of rewards programs include, but are not limited to, frequent flier miles, grocery store loyalty card programs, and hotel free night programs. This prohibition includes rewards programs tied to credit cards and loyalty customer cards.

**Staff Relocation:** Relocation costs that are incident to the permanent change of duty assignment of an existing employee or new recruit for an indefinite period or a stated period of not fewer than 12 months, may be allowable to the extent that such costs:

- Are caused by a move that is for the benefit of the employer;
- The amount reimbursed does not exceed the employee's actual or reasonably estimated expense;
- The costs are for allowable expenses, including:

- The cost of transportation of the employee and his or her immediate family and household and personal effects;
- The cost of finding a new home, including up to 30 days of temporary lodging and/or advanced trips;
- Closing costs incidental to the disposition of the employee's former home (unless the employee resigns for reasons within the employee's control within 12 months after hire);
- Up to 6 months of continuation costs related to the vacancy of the former home after the settlement or lease of the employee's new permanent home (e.g., home and grounds maintenance, utilities, taxes, and property insurance) (unless the employee resigns for reasons within the employee's control within 12 months after hire); and
- Other necessary and reasonable expenses normally incident to relation home (unless the employee resigns for reasons within the employee's control within 12 months after hire).

Relocation costs do not include:

- Fees and other costs associated with acquiring a new home;
- A loss on the sale of a former home;
- Continuing mortgage principle and interest payments on a home being sold; and
- Income taxes paid by an employee related to reimbursed relocation costs.

*Ohio Ethics Comm. Advisory Opinion No. 91-010; 2 C.F.R. 200.464.*

See also Policies 395 Purchasing Policies and 395.1 Purchase of Supplies and Materials, Equipment.

## **148.8 Federal Grants Procurement, Monitoring, and Administration**

In addition to the applicable policies set forth elsewhere in this manual, the following policies shall apply when the School expends federal grant funds to purchase property or obtain services, including but not limited to, purchases made under the School food service and nutrition programs.

- A. Competition. To the extent required by law, the School shall use procurement methods that provide for full, free, and open competition and comply with the federal procurement regulations. If the School solicits bids or competitive proposals to secure property or services, the School shall award the contract to the party whose bid or proposal, after considering all appropriate facts, is most advantageous to the School.

The School shall exclude from competition for procurements any contractor that develops or drafts specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Unless allowed by law, the School shall not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals.

- B. Code of Conduct. No employee, officer, or agent of the School shall participate in selecting, awarding, or administering a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. A conflict arises when the employee, officer, or agent, a member of his/her family, his/her partner, or the employer or prospective employer of any of the above-mentioned individuals has a financial or other interest or a tangible personal benefit from the company selected to be awarded the procurement contract.

No employee, officer, or agent of the School may solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Any gratuities, favors, or anything of monetary value includes money and every other thing of value, meaning having more than a de minimis or nominal worth.

All employees, officers, or agents of the School must disclose in writing any potential conflicts of interest, whether real or apparent, to the School prior to participation in the selection, award, or administration of a contract supported by a federal award.

The School shall not conduct any procurement action involving a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, if the School would be unable or appear to be unable to be impartial in that procurement action.

Any employee, officer, or agent of the School found to have violated this Code of Conduct or any other applicable ethics laws or regulations will be immediately excluded from further participation in the selection, award, or administration of the contract supported by a federal award and may be subject to disciplinary actions, up to and including termination. The School shall promptly report any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting a federal award to the awarding federal agency and specify any corrective action taken by the School.



Nothing in this policy shall be read to alter the obligations and restrictions on public officials pursuant to Ohio Revised Code Chapters 3314 and 102, and Section 2921.42-.44 as applicable to community schools.

C. Procurement Procedures. To the extent required by law:

1. The School shall review any proposed procurement to avoid purchasing unnecessary property or services. The School shall avoid purchasing duplicative items.
2. Before acquiring an item, the School shall compare the advantages of leasing and purchasing property, purchasing surplus property, or sharing services where permitted by law in order to determine the most economical approach. The School shall also consider consolidation or breaking out procurements to obtain more economical purchases.
3. Prior to accepting bids or proposals, the School shall make independent estimates of cost and price. The School shall conduct a cost or price analysis in connection with every procurement transaction and procurement contract modification, including those over the Simplified Acquisition Threshold. This shall include making independent estimates before receiving bids or proposals.
4. The School shall ensure that its solicitations for goods and services contain clear and accurate descriptions and technical requirements of the goods and services sought, all factors to be used in evaluating bids or proposals, and provide any other information required under the applicable federal regulations. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The School shall not require brand name products unless the brand name is specified as a means to define the performance or other salient requirements of procurement.
5. The School shall attempt to ensure that the parties with which it contracts are responsible and capable of fulfilling the terms and conditions of the contract. The School shall give consideration to the contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources.
6. The School shall only use time and material type contracts after a determination that no other contract is suitable and, if a contract includes a ceiling price, the contract must specify that the contractor exceeds the ceiling at its own risk.
7. The School shall create and maintain records that document the procurement process that the School followed in each procurement transaction, including the rationale for utilizing the selected procurement method, the selection of contract type, the basis for awarding or rejecting the contract, the justification for lack of competition if competitive bids or proposals are not sought, and the basis for the award cost or price.
8. The School shall make its procurement records available for review upon request by the awarding federal agency or pass-through entity.
9. Before deciding to use grant funds to host or attend a meeting or conference, the School shall ensure that the meeting or conference is (a) consistent with the School's approved

grant application, (b) necessary to achieve the goals and objectives of the grant, and (c) for purposes of disseminating technical information, and (d) that the School has used only the grant funds necessary to accomplish legitimate meeting and conference business.

10. Whenever practicable, the School shall utilize lower cost alternatives in lieu of attending meetings or conferences.
  11. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents relating to the use of federal grant funds for procurement purposes, the School shall state the percentage of the total cost funded by federal money, the dollar amount of federal funds available for the project or program, and the percentage and dollar amount of the total cost of the project or program financed by non-governmental sources.
  12. The School shall comply with the Buy American provision in 7 CFR Parts 210 and 220 for all solicitations and contracts that involve the purchase of food. The School must ensure that such solicitation and contract language includes the requirement for domestic agricultural commodities and products to the maximum extent practicable, and must retain records documenting any exceptions. The School will include a requirement for certifying the domestic percentage of the agricultural food component of commodities and products, and will monitor contractor compliance.
  13. The Principal and Treasurer, working in conjunction, or their designee shall be responsible for determining a relevant dollar threshold; crafting all solicitations, which shall include "Buy American" provisions and small-business/minority-owned business/women enterprise language; determining the appropriate method of procurement; obtaining quotes, bids or proposals.
- D. Contract Provisions. Procurement contracts shall, at minimum, include the terms and conditions that are required by the applicable federal procurement regulations, including all necessary terms as required by the Trafficking Victims Protection Act of 2000 (TVPA). To the extent required by law, the School shall require that the person awarded a contract satisfy the bonding requirements set forth in the applicable federal regulations and shall comply with the TVPA and its corresponding regulations.
- E. Contract Administration. The School shall delegate to one or more school employee the responsibility for administering all procurement contracts and ensuring that the party awarded the contract satisfies the terms, conditions, and specifications of the procurement contract or purchase order.
- F. Small/Minority/Women Businesses. The School shall take affirmative steps to contract with small businesses, minority-owned firms, and women's business enterprises when possible. The School shall also require a contractor, if it subcontracts, to take affirmative steps to contract with small businesses, minority-owned firms, and women's business enterprises when possible.
- G. Dispute Resolution. Any issues related to the procurement contract and administrative procedures, including source evaluation, protests, disputes, and claims, will be resolved

according to the following dispute resolution procedures, and the School will disclose information regarding the dispute to the appropriate federal officials. Any grievant must file a written complaint requesting an opportunity to be heard by the Governing Board or the Board's designee. The Board or its designee will review any information presented and provide a written decision within a reasonable time. If the grievant is not satisfied with this decision, the matter shall be submitted to a qualified mediator for mediation. The parties will make every attempt to resolve such disputes through mediation and shall equally split all fees or costs of any third party mediator.

If the School suspects or determines that the contractor has likely violated local, state, or federal law, the School will refer the matter to the proper authority having jurisdiction over the matter.

- H. Time and Materials Contracts. The School may use a contract whose cost to the School is the sum of the Actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit, but only:

1. After a determination that no other contract is suitable; and
2. If the contract includes a ceiling price that the contractor exceeds at its own risk.

- I. Debarred, Suspended, or Ineligible Contractor. The School shall not award contract to parties that have been debarred, suspended, or otherwise excluded from or are ineligible for participation in Federal assistance programs and activities pursuant to the federal System for Award Management available at [www.sam.gov](http://www.sam.gov).

The school shall verify that the contracting party is not excluded or disqualified by checking the federal system for award management, collecting a certification from the contracting party, or adding a clause or condition to the covered transaction with the contracting party.

- J. Federal Grant Administration. The School shall ensure that these procedures are followed with respect to all federal grant applications submitted by the School and all federal grants that are awarded to the School.

1. Monitoring Grant Applications. The School shall delegate to one or more persons the responsibility for monitoring all pending federal grant applications, and that person or persons shall provide the Board with a report on the status of all federal grant applications at each regularly scheduled Board meeting.
2. Monitoring Grant Expenditures. The School shall delegate to one or more persons the responsibility for monitoring federal grant expenditures, and that person or persons shall provide the Board with a report on the expenditures made from each federal grant at each regularly scheduled Board meeting.
3. Final Expenditure Reports. The School shall delegate to one or more persons the responsibility for reviewing all final expenditure reports for each federal grant that the

School was awarded, reconciling the report(s) with the School's financial records, and ensuring that the final expenditure report for each federal grant is complete and accurate.

4. Maintenance of Procurement Records. The Treasurer or his or her designee shall be responsible for maintaining records sufficient to detail the history of all procurements, including small purchases. For example, solicitation documentation and responses, records of the evaluation process, records of the rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price, the contract and any amendments or modifications, and supporting documentation such as receipts or invoices.

*2 C.F.R. 200; 2 C.F.R. 175.15; 7 C.F.R. 210; 7 C.F.R. 220.*

See Appendix 148.8-A Methods of Procurement Using Federal Grant Funds, Appendix 148.8-B Procurement Procedure for Soliciting Small/ Minority/ Women Owned Businesses and Labor Surplus Firms, Appendix 148.8-C Child Nutrition Programs Procurement. See also Policy 114 Ethics and Conflicts Policy, Policy 148.2 Fixed Asset Policy/Title I and Federal Grant Assets Policy, Policy 149 Use of Cellular Telephones and Other Wireless Technologies, and Policy 205 Program Assessment.

**148.9****Investments**

It is the policy of the Board to invest public funds, gifts, donations, or other monetary assets in a manner that will provide the investment return with the maximum security, safety, and preservation of principal, while meeting any cash flow demands of the School. Investments shall be made with the judgment and care that a reasonable person of prudence would exercise in the management of his/her own affairs.

The fiscal officer, in consultation with the Finance Committee of the Board, if any, shall inform the Board of the degree of risk, potential and likely returns, and security and safety of an investment. If the investment is a gift or donation and is already invested in a particular manner, the fiscal officer and/or Finance Committee shall review the investment and report to the Board a recommendation as to whether to accept, re-invest, alter, sell, or otherwise manage the investment. The fiscal officer shall inform the Finance Committee and the Board in a timely manner about any adverse development in an investment.

The fiscal officer is the investment officer of the School and is charged with the responsibility for the purchase and sale of investments and the carrying out of this investment policy. Acting in accordance with this policy and adherence to the prudent personal standard expressed in this policy shall relieve the fiscal officer of personal responsibility.

## **148.10 Cost Principles and Financial Management for Use of Federal Funds**

Federal grant awards will be administered efficiently and effectively through the application of sound management practices consistent with federal, state, and local laws, including the federal Uniform Grant Guidance, and any underlying grant agreements.

### **Financial Management**

Grant funds must be managed in compliance with all applicable federal, state and local laws and rules as well as the terms of any federal grant award.

The School shall do all of the following:

1. Identify in its accounts all federal award funds received and expended and shall specify the federal program under which those awards were received. Whenever applicable information is available, accounts must include the Catalog of Federal Domestic Assistance ("CFDA") title and number, the federal award identification number and year, the name of the awarding federal agency, and the name of the pass-through entity.
2. Make accurate, current and complete disclosures of the financial results of each federal grant award as required by the terms the award.
3. Maintain records that adequately identify the source and application of funds used for federally funded activities. Records must contain information about the awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and shall be supported by source documentation.
4. Exercise control over and accountability for all funds, property and other assets purchased with federal funds. All assets shall be safeguarded and the School shall assure that they are used only for authorized purposes.
5. Regularly compare expenditures with budget amounts for each federal award.

### **Cost Principles**

All costs must conform to any limitations or exclusions set forth in the federal award. Costs must be accorded consistent treatment. The School shall only assign a cost to a federal award as a direct cost when no other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost. Costs shall not be included to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.

Costs shall be determined in accordance with generally accepted accounting principles ("GAAP") and shall be consistent with policies and procedures that apply uniformly to both federally-financed and non-federally financed activities.

All costs must be adequately documented and shall be necessary, reasonable and allocable to the performance and administration of the relevant federal award. A cost must be allocable to a

particular federal award or other cost objective if the goods or services in accordance with relative benefits received.

Costs must be reasonable in both the nature and amount. The following shall be considered when to determine if a cost is reasonable:

1. Whether the cost is a type recognized as ordinary and necessary for the School's operation or for the proper and efficient performance of the federal award;
2. Applicable restraints imposed on the cost, including sound business practices, arm's-length bargaining, relevant federal and state laws and rules, and terms and conditions of the awards;
3. Market prices for comparable goods and services for the geographical area;
4. Whether individuals authorizing the cost acted prudently when considering the costs; and
5. Whether the cost amounts to a significant deviation from established School practices that may unjustifiably increase costs.

### **Payments**

Methods of payments utilized by the School must minimize the time elapsing between the transfers of funds to and from vendors. Any funds drawn in advance must be as close in time to the actual related expenditure as feasible.

### **Compensation**

Employee or contractor compensation, including wages, salaries and fringe benefits, shall be permitted to the extent that:

1. The rate of compensation is reasonably consistent with (a) compensation paid for similar work in other activities by School employees or contractors, if any, or (b) compensation for similar work in the labor market; and
2. Compensation is supported by records that accurately reflect the work performed.

The School shall comply with all requirements to document the time and effort of personnel whose compensation is funded in whole or in part using federal grant funds. Reports must provide reasonable assurances that personnel charges are accurate, allowable and properly allocated. Time and effort reports shall be maintained by the School and shall comply with the School's established accounting practices.

Travel payment and reimbursement provided from federal funds must include documentation that demonstrates that the participation of the individual is necessary to the federal award and the costs are reasonable and consistent with the School's policies.

*Uniform Grant Guidance, 2 C.F.R. 200 et seq.; 2 C.F.R. 200.302; 2 C.F.R. 200.305; 2 C.F.R. 200.430; 2 C.F.R. 200.431.*

**See also Policy 148.2 Fixed Asset Policy/ Title I and Federal Grant Asset Policy and Policy 148.8 Federal Grants Procurement, Monitoring, and Administration.**

## **Appendix 148.1-A**

### **Proper Public Purpose**

All School expenditures of public funds shall be supported by a proper public purpose. An expenditure is for the proper public purpose if the expense:

1. Is required for the general good of the School and its students, in that it promotes the public health, safety, morality, general welfare, security, prosperity, and contentment of the School community; and
2. The primary objective of the expenditure is to further a public purpose, even if an incidental end is advanced.

Determination of what constitutes a proper public purpose are primarily a legislative function, and the Board shall have the discretion to determine a proper public purpose in accordance with the procedural formalities governing the exercise of the Board's legislative power. The Board shall memorialize all expenditure decisions by resolution or in Board meeting minutes, and any such Board action will have prospective effect whenever possible.

The School shall never use public monies for the purchase of alcohol (a per se improper expenditure). The School shall also prevent the use of public funds for private purposes or unreasonably benefit individuals, including for the purchase of meals, refreshments and other amenities (flowers, retirement gifts, meritorious service awards, or certain employee travel or entertainment expenditures, such as movies).

*State ex rel. McClure v. Hagerman, 155 Ohio St. 320 (1951); Ohio Auditor of State Bulletin 2004-002; Ohio Auditor of State Bulletin 2003-005; 1982 Op. Atty. Gen. No. 82-006.*



## **Appendix 148.3-A**

### **Periodic Financial Reports**

In order to maintain financial oversight of the operations of the School, the Board shall receive regular financial statements showing the financial position of the School as of the last day of the month. Monthly financial statements shall be reviewed and approved by the Board, and shall be provide to the Sponsor.

Financial records shall be maintained in an auditable fashion and consistent with the rules of the Auditor of State.

*R.C. 3314.023; R.C. 3314.03.*

## **Appendix 148.8-A**

### **Methods of Procurement Using Federal Grant Funds**

In accordance with applicable federal law, the School shall use the following methods of procurement to expend federal funds:

- A. Micro-Purchase: This method of procurement shall be appropriate for purchases where the aggregate dollar amount does not exceed \$10,000.00, or such amount as may be set by the Federal Acquisition Regulation. When practicable, the School shall distribute micro-purchases equitably among qualified suppliers, including small businesses and minority and women owned enterprises.
- B. Small Purchase: This method of procurement shall be appropriate for purchases in excess of \$10,000.00, but less than the federal Simplified Acquisition Threshold, which currently is \$250,000.00. When making small purchases, the School shall obtain price or rate quotes from an adequate number of sources.
- C. Sealed Bids: This method of procurement shall be appropriate for purchases over the Simplified Acquisition Threshold, or \$250,000.00, when: (1) a complete, adequate, and realistic specification or description of goods or services is available; (2) at least two responsible bidders are available and willing to compete for the business; (3) selection will be made principally on price; and (4) a firm fixed price contract will be awarded. The School shall award the fixed price (lump sum or unit price) to the responsible bidder who conformed to all material terms and is the lowest in price.
- D. Competitive Proposals: This method of procurement shall be appropriate for purchases over the Simplified Acquisition Threshold, or \$250,000.00, that require a formal solicitation and fixed-price or cost-reimbursement contracts. The School shall award contracts to a responsible vendor whose proposal is most advantageous to the School and is used when sealed bids are not appropriate, for reasons not limited to circumstances where the lowest price is not a sufficient deciding factor.

Price alone is not the sole basis for award, but remains the primary consideration when awarding a contract.

Noncompetitive Proposals or Sole Source Solicitations: This method of procurement is only appropriate under limited circumstances and shall be used by the School sparingly. Sole source solicitation may be appropriate when an item is available only from one source, when a public emergency does not allow for the time of the competitive proposal process, or when a number of attempts at a competitive bidding process fail.

## **Appendix 148.8-B**

### **Procurement Procedure for Soliciting Small/ Minority/ Women Owned Businesses and Labor Surplus Firms**

The School will take affirmative steps to insure that small businesses, minority-owned firms, women's business enterprises, and labor surplus firms are used whenever possible when using federal grant funds to procure property or obtain services. Affirmative steps include all of the following:

1. Placing qualified small businesses, minority-owned firms, and women's business enterprises on solicitation lists and soliciting them whenever they are potential sources for goods or services;
2. Dividing total procurement requirements into smaller tasks or quantities when economically feasible to permit the maximum participation of small businesses, minority-owned firms, and women's business enterprises;
3. If reasonably calculated to meet delivery requirements, establishing delivery schedules that encourage participation by small businesses, minority-owned firms, and women's business enterprises; and
4. If available and appropriate, seeking assistance from the Small Business Administration and Minority Business Development Agency of the Department of Commerce to insure participation of small businesses, minority-owned firms, and women's business enterprises.

The School will require contractors to take affirmative steps when seeking subcontractors as well.

*2 C.F.R. 200.321.*

## **Appendix 148.8-C**

### **Child Nutrition Programs Procurement**

The School's \_\_\_\_\_[Food Service Operations Manager]\_\_\_\_\_ or his/her designee will be responsible for the following as it pertains to procurement for the School's child nutrition programs:

- Reviewing the procurement system to ensure compliance with applicable laws and School policies and procedures.
- Ensuring all nutrition program procurements are conducted in compliance with applicable Federal, State, and local procurement regulations, as well as in compliance with applicable laws and School policies and procedures.
- Making purchasing decisions, signing documentation, and confirming a review and the approval of the purchase of the goods, products, and/or services.
- Following any and all applicable Ohio Department of Education procurement checklists.
- Evaluation of the procurement needs and forecasting the amounts to be purchased so that the correct method of procurement will be followed.
- Performing a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including modifications.
- Maintaining all procurement documentation, including but not limited to documentation of all reasoning, records of the purchase, name of vendor/contractor, price, and the written specifications, as well as documentation that the actual product was received.
- Including the Buy American Provision language in the solicitation/contract and assuring that food purchased meets the Buy American Provision.
- Managing all solicitations, securing all bids or proposals, and forming and oversight of contracts.
- For sealed bids and competitive proposals, as applicable:
  - Ensuring that all bids will be opened at the time and place prescribed in the invitation for bids, and that all bids are publicly advertised and solicited from an adequate number of known suppliers who all receive the same information.
  - Advertising for all purchases over the most restrictive simplified acquisition threshold to publicize the intent to purchase needed items. The announcement of the Invitation for Bids or Request for Proposal will contain a general description of items to be purchased, the deadline for submission of sealed Invitation for Bids and Request for Proposals, and the address where complete specifications and other procurement documents may be obtained. The equal opportunity provider announcement will be placed in a location that will ensure free and open competition. The advertisement should run for an adequate length of time.
  - Ensuring that the Invitation for Bids or Request for Proposal clearly defines the purchase conditions and includes required procurement and program clauses.

- Reviewing the procedures conducted to be certain all requirements for using noncompetitive proposals are met, and keeping documentation of records to fully explain the decision to use noncompetitive proposals.
- Maintaining oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- Reviewing vendor invoices to ensure payment and receipt of goods reflect the products or services solicited and described in the vendor contract/agreement.

## **148.10-A**

### **Procedure on Overpayment to Vendors**

This procedure outlines the means by which the School may collect any overpayments to vendors. For the purposes of this policy, an “overpayment” shall only refer to school funds paid to a vendor to which the vendor is barred from receiving pursuant to the terms of its contract. Subject to the plain meaning of the contractual terms involved, the intentions of the parties, and clear provisions in state law, an overpayment under contracts providing for fees based on a percentage of state funds “received” by the School will not occur in the event of a subsequent reduction in state funds based on a full-time equivalency review, a finding for recovery, or any fine, penalty, or attempt to recover a portion of state funds levied by a state or federal agency, unless the contract between the School and the vendor specifically provides otherwise. The School may specify further the meaning of the word “received” through negotiations with vendors and/or upon renewal of any contracts based on a percentage of revenues of the School, including but not limited to its community school contract, operator contract(s), or lease(s).

In the event of an overpayment, the School’s Superintendent or Fiscal Officer will contact the vendor directly to negotiate repayment. If not addressed in the relevant contract, the default payment will be as follows:

- If less than \$50,000, one year via monthly payments.
- If more than \$50,000, two years via monthly payments.

The Superintendent may agree to a shorter or longer, or more or less frequent, repayment schedule in consultation with the Fiscal Officer of the School. In the event the vendor does not agree to repay any overpaid funds, the Superintendent should contact legal counsel to determine whether (1) such overpaid funds may be withheld from future payments to the vendor, (2) legal action may be necessary, and/or (3) there are any other options for collection.



## **CHARTER TREASURER**

### **ACCOUNTING POLICIES AND PROCEDURES**

#### **FINANCIAL MANAGEMENT SUMMARY**

The Fiscal Officer strives to reflect sound economic and accounting policies in the operation of the School. The School believes that having established fiscal procedures and strong internal controls is paramount to achieving the mission of serving students. The following specifically addresses the policies, procedures, and internal control practices the School will follow.

#### **FINANCIAL PROCEDURES**

##### **I. Accounts Payable**

All vendor invoices are received and retained by the Treasurer's office. Once an invoice is received, it is coded within the accounting system, and placed in an unpaid invoice queue within the system. Once per month (or more often as needed), bill payment transactions are initiated for all approved invoices that are due for payment.

A bill payment spreadsheet is provided monthly (or more often as needed) to the School for approval to coincide with the Foundation settlement date. The spreadsheet includes a listing of the bills to be paid, aging detail, and current bank balances. After approval is received from the School, the Fiscal Officer (also an authorized bank signer) initiates payments.

No manual checks are authorized without the consent of the Fiscal Officer. All bank accounts are reconciled on a monthly basis by the Fiscal Officer. The Fiscal Officer then reviews and approves the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

##### **II. Bank Accounts**

Bank account(s) will be maintained at a designated federally insured financial institution. The governing Board will select the Fiscal Officer and Assistant Fiscal Officer to be authorized signers on the account(s), and the account(s) will be monitored through online banking.

##### **III. Purchasing**

The Fiscal Officer is responsible for assuring that any major purchases against the assigned budget are appropriate and necessary. The purchasing process is initiated when a School Administrator presents a proposal to the governing Board for approval of a purchase. Once approved by the Board, the order is placed by the School Administrator in collaboration with the Fiscal Officer. This collaborative effort ensures that the Board's requirements regarding that purchase are being met.

#### **IV. Cash Receipts**

All checks received by the School are turned in to the Fiscal Officer (or his/her designee) at the time of receipt. The checks are then marked "for deposit only" and secured in a locked drawer until the bank deposit is made.

Checking accounts are reconciled monthly in order to keep an accurate record of bank activity. All cash collections are deposited into the appropriate bank account on a regular basis. All deposits are then recorded in the general ledger by the Fiscal Officer.

*The majority of incoming funds will be received electronically by the School's bank via EFT/ACH. Such deposits will be recorded to the general ledger at the time of receipt.*

#### **V. Travel**

Employees and Board Members of the School are entitled to reimbursement of business related expenses associated with their performance of official school business. Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form and completed with all the required information (dates, places, business purpose, and amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred.

#### **VI. Accounts Receivable**

To the extent required, the Treasurer's office will generate invoices to outside service providers. Such invoices will be generated through the accounting system, reviewed by the Fiscal Officer, and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Treasurer's office will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

#### **VII. Investments**

The School will maintain monies and cash balances in a business checking account. Any interest earned on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is recorded to the general ledger when the credit is received.

*Note: Initially, the School will not maintain any investments beyond interest bearing instruments available through its financial institution. At such time that the school is able to consider a more diverse investment strategy, a Board-approved Investment Policy will be put in place to specifically address the types of instruments the School will be invested in as permitted by Ohio law.*



## **VIII. Fixed Assets**

The School will follow a policy of capitalizing individual assets costing greater than \$5,000. The Fiscal Officer will maintain a record of all assets meeting the criteria for capitalization and owned by the school in a fixed asset database.

The database shall include the following information:

- Asset tag number (if available)
- Description
- Serial number (if available)
- Check number used for purchase
- Acquisition date
- Location
- Estimated life

All depreciation related to the maintaining of these assets will be calculated by the accounting database.

## **IX. Grant Programs**

All applications for supplemental grant funding through State and/or Federal sources require approval of the Board. The Board authorizes the School to apply for and manage all federal and state grant awards for the year. New awards throughout the fiscal year require additional Board approval before the applications are submitted. Budgets are presented to the School's governing Board and then forwarded to the State Department of Education for approval.

## **X. Month End Procedures**

On a monthly basis, the Fiscal Officer will produce a standard of set financial statements that will consist of no less than the following components:

- Statement of Net Position (Balance Sheet)
- Statement of Changes in Net Position (Income Statement)
- Budget versus Actual Comparison
- Check Register
- Bank Reconciliation
- Accounts Payable Aging Report

These documents are provided to the Board at their regularly scheduled meetings for review and approval, along with submitting to the School's sponsor as required.

## **INTERNAL CONTROL POLICIES AND PROCEDURES**

The Fiscal Officer/Treasurer's Office has established the following additional procedures to ensure internal control over the following areas:

### **I. Annual Audit**

The School will receive an annual independent financial audit by a qualified CPA accounting firm or the Auditor of State's office. The auditor will perform the audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS), and Government Auditing Standards.

The purpose of the audit is to determine whether the School's financial statements fairly represent the financial position of the School, whether internal controls over financial reporting have been properly designed and implemented, and whether the School has complied with all applicable laws and regulations.

### **II. Operating Budget**

The School will prepare and adopt an annual budget and five-year forecast. The budget is prepared under the direction of the Board by the Fiscal Officer. The final decision-making authority with regard to budget issues rests with the Board (considering input from the Fiscal Officer, School Administrators, and other relevant parties).

Adjustments to the final operating budget that may be necessary throughout the year are presented to the Board for final approval. Once approved, the change is recorded in the budget and financial records by the Fiscal Officer. A revised budget is then issued and becomes the new operating budget for the School's remaining fiscal year.

At each regular Board meeting and upon the close of the fiscal year, the Fiscal Officer determines the actual results as compared to the budget and presents these results to the Board.

## Attachment 3.2

### Management Company

This is not applicable as the school does not have a management company.

**ATTACHMENT 3.4 - CLOSING PROCEDURES ASSURANCE DOCUMENT**

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

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

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

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

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

Pat L. Ameling  
School Governing Authority President

6/13/2024  
Date

Faith Delesare  
Designee

6/13/24  
Date

Jocelyn Chambers  
Treasurer

6/14/2024  
Date

### 3.7 Racial and Ethnic Balance Edge and Akros

#### Racial and Ethnic Balance Plan

##### Racial and Ethnic Balance of Akron, Ohio

<b>Race/ Ethnicity</b>	<b>Percentage of Total City Population</b>
White	57.8%
Black	30.1%
American Indian/ Alaska Native	0.2%
Asian	4.3%
Native Hawaiian or Pacific Islander	0.0%
Hispanic or Latino	3.2%

*Based on most recent available census data.*

The School will attempt to achieve racial and ethnic balance reflective of the community where it is located. To do this, the School will engage in marketing efforts to throughout the City of Akron, including in public spaces. Direct marketing efforts will also be used to target multiple, diverse neighborhoods.

The Principal of the School will monitor the School's racial and ethnic balance on an annual basis, and may suggest revisions to targeted marketing and recruitment efforts from time to time to improve the School's racial and ethnic balance.

The School is open to any individual entitled to attend school in Ohio pursuant to R.C. 3313.64 or 3313.65, except that admission may be limited to the geographic area and grade or age levels specified in the Community School Contract.

The School will not discriminate in the admission of students to the School on the basis of race, creed, color, disability, sex, intellectual ability, measures of achievement or aptitude, or athletic ability, provided, however, that the School may limit admission to students identified as “at risk” in the Community School Contract. Upon admission of a student with a disability, the School will comply with all federal and state laws regarding the education of students with disabilities.

Notwithstanding anything contrary in this policy, in the event the racial composition of the enrollment of the School is violative of a federal desegregation order, the School shall take any and all corrective measures to comply with the desegregation order.

### **Lottery Procedures**

If there are more applicants than there are spaces, a lottery will be conducted in the following manner:

- Each applicant will be assigned a number;
- The numbers will then be drawn at random by a disinterested third party;
- The first number drawn will be the first new applicant placed on a permanent waiting list and so on until all numbers are drawn;
- Applicants on a permanent waiting list prior to any lottery will retain their position on the waiting list;
- The school may separate the lottery and the waiting lists for each grade or age grouping;
- Students attending the previous year and students who reside in the district in which the school is located will have first preference for a position;
- Secondary preference may be given to siblings of existing students and students who are the children of full-time School Staff, provided the total number of students receiving this preference is less than five percent (5%) of the School’s total enrollment.

*R.C. 3314.06.* See Policy 206 General Notice of Non-Discrimination, Policy 221 Access to Equal Educational Opportunity, Policy 241.3 Compulsory and Early Kindergarten Admission, Policy 241.5 Enrollment and Residency Policy, and Policy 241.6 Tuition for Out-of-State Students.

# NOTICE

Pursuant to the Ohio Revised Code Section 3314.041, the governing authority of each community school and any operator of such school shall distribute to parents of students of the school upon their enrollment in the school the following statement in writing:

**The Edge Learning, Inc. is a community school established under Chapter 3314 of the Revised Code. The school is a public school and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter, contact the school administrator or the Ohio Department of Education.**

## **241.2 Records upon Enrollment**

Newly enrolled student records:

1. Upon entry, a request for records will be made within twenty-four (24) hours from the public or nonpublic elementary or secondary school the pupil most recently attended.
  - a. “Entry” is defined as the beginning of learning opportunities by a student at the School.
2. If the records are not received, a second request and contact with the parent and former school should be made within the first fourteen (14) days by the Principal or his/her designee.
3. If the records are not received within fourteen (14) days of the date of request, or the pupil’s previous school indicates that it has no record of the pupil’s attendance, or if the pupil does not present any one of the following: (1) a certification of birth; (2) a passport or attested transcript of a passport filed with a registrar of passports at a point of entry of the United States showing the date and place of birth of the child; (3) an attested transcript of the certificate of birth; (4) an attested transcript of the certificate of baptism or other religious record showing the date and place of birth of the child; (5) an attested transcript of a hospital record showing the date and place of birth of the child; or (6) a birth affidavit, the Principal will contact the former school directly, then the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child.
4. The School shall not admit any student requesting admission to the School after discharge or release from the custody of the department of youth services until the School is in receipt of (1) an updated copy of the student’s academic transcript; (2) a report outlining the student’s behavior in school while in custody of the department; (3) the student’s current IEP if applicable; and (4) a summary of the institutional record of the student’s behavior.
5. The School shall not deny admission to a child who has been placed in a foster home or in a residential facility (*e.g.*, a group home, child’s crisis care facility, children’s residential center, residential parenting facility with 24-hour care, county children’s home or district’s children’s home) if the child does not present a birth certificate, or a comparable certificate from another state or country, or another document specifically listed above in (3) to attest to the child’s date and place of birth upon registration for admission. Required documentation must be presented within ninety (90) days of the child’s initial entry into the School. If the required records are not produced within ninety (90) days of enrollment the Principal or his/her designee will notify the law enforcement agency having jurisdiction in the area where the pupil resides of this fact and of the possibility that the pupil may be a missing child. A student under the care of a domestic violence shelter at the time of initial enrollment shall notify the School of that fact, and the School shall inform the school from which it requests the pupil’s records of that fact.
6. In the event that an order or decree is issued allocating or modifying an allocation of parental rights and designating a residential parent, or that a grandparent power of attorney or caretaker authorization affidavit is executed, that residential parent or grandparent shall



provide the School with a complete and accurate copy of the order and any other relevant documentation.

Requests for student records:

7. Upon receipt of a request for student records, the School will comply within two (2) business days.
8. Copies of the student's records will be made and kept on file.

*R.C. 3313.672; O.A.C. 3301-10-01.*

See also Policy 252 Missing and Absent Children.

#### **241.4            Enrollees Suspended or Expelled Elsewhere**

The school has the authority to recognize and honor the disciplinary suspensions and expulsions imposed by other public schools. A student who has been suspended or expelled from another school district in Ohio may be denied admittance at the School for a period equal to the period of the original suspension or expulsion. The student will be provided an opportunity for a hearing before admittance is denied.

If the student has been expelled or otherwise removed for disciplinary purposes from a public school in another state, the School may deny admittance for the shorter of (1) the period of such expulsion or removal or (2) the period of expulsion or removal which would have been applied had the student committed the same offense in Ohio. Prior to denial of admission, the student will be given an opportunity for a hearing.

*R.C. 3313.66(J)(1)-(2) ww.ed*

## **241.5 Enrollment and Residency Policy**

The School admits students residing in the home district of Akron Public Schools, and [\_\_\_\_\_] contiguous districts, **OR**, [X] statewide [check one] (“admissions areas”). The School serves grades K-5 as per its Community School Contract with its Sponsor.

A child shall be admitted to the School as a student, if the child’s parent resides in the School’s admission areas. Residency is not determined solely by where the parents own or rent a home or an apartment, but rather by where the primary residence is and where substantial family activities take place. Any one (1) of the following documents can be used to establish proof of residency for verification of a child’s ability to be enrolled. These items must be current, be in the parent’s name, and include a street address. A post office box address cannot be used to validate residency records:

- a. A deed, mortgage, lease, current home owner’s or renter’s insurance declaration page, or current real property tax bill; or
- b. A utility bill or receipt of utility installation issued within ninety days of enrollment; or
- c. A paycheck or paystub issued to the parent or student within ninety days of enrollment that includes the address of the parent’s or student’s primary residence; or
- d. The most current available bank statement issued to the parent or student that includes the address of the parent’s or student’s primary residence; or
- e. Documented affirmation of the parent’s address from the district of residence where the parent currently resides; or
- f. Notarized affirmation of current address from parent or student if over age 18; or
- g. A USPS return receipt from a certified letter sent to the parents by the district of residence; or
- h. Written confirmation of the parent’s current address from the Ohio Department of Job and Family Services; or
- i. Written confirmation of the parent’s current address from a local law enforcement agency; or
- j. Any other official document issued to the parent or student that includes the address of the parent’s or student’s primary residence and as approved by the Ohio Superintendent of Public Instruction.

If there is a change in the location of the parent or student’s primary residence, the student’s parent must notify the School immediately.

The School shall monthly review the residency records of students enrolled in the School and shall provide an annual verification to the Ohio Department of Education that students are entitled to attend the School. Notwithstanding anything contrary in this policy, after a student’s initial submission of one of the approved proof of residency records for enrollment purposes, the School may utilize either: one (1) newly submitted proof of residency documents listed in (a) through (j), or one (1) signed parent statement identifying the student’s primary home address in order to conduct the monthly and annual verification. The Principal or his or her designee will

compare each submitted proof of residence with the School's EMIS records to ensure that EMIS reporting is accurate that students are permitted to enroll.

All custody or court orders pertaining to the family or student must be turned in when asked, or at admission. If the School and Parent disagree as to residency status, the Superintendent of Public Instruction shall determine the public school in which the student may enroll. If the School and the Student's home district (district of residency) disagree about residency, this policy shall supersede any policy concerning the number of documents for initial residency verification adopted by the student's home district. If the district of residence challenges the student's residency, the Principal may request additional documentation from the Parent, which may be provided to the student's home district.

*R.C. 3314.03(A); R.C. 3314.11; R.C. 3313.64(B)(1); R.C. 3313.64(K)*

See also Appendix 241.5-A Residency Verification Procedures; Appendix 241.5-B Monthly Residency Verification Report; Policy 204.8 Migrant Students; Policy 241 Admissions and Lottery Standards; Policy 241.3 Compulsory and Early Kindergarten Admissions; Policy 252 Missing and Absent Children; Policy 294 Student Records and Release of Information; Policy 297 Homeless Children and Youth Policy; and Policy 298 Grandparent Caretaker Policy.

## **241.6 Tuition for Out-of-State Students**

The Board may open admission to the School on a tuition basis to any individual age five (5) to twenty-two (22) who is not a resident of Ohio, to the fullest extent allowed under state and federal law, and it may set or revise such tuition amount by Board resolution.

*R.C. 3314.06.*

## **ATTACHMENT 3.12**

### **STUDENTS WITH DISABILITIES**

#### **a.) Policy to Comply with Federal and State Laws Regarding the Education of Students with Disabilities.**

The School has adopted the Ohio Department of Education's Special Education Model Policies and Procedures governing the education of students with disabilities. The School will adopt revisions to the Model Policies and Procedures as they are developed and will continue to comply with federal and state laws regarding the education of students with disabilities.

1. Multiple tiers of student support will be provided by interventions up to and including evaluation for suspected disability.
2. Discipline- A student code of conduct will be created and approved by the Board. The School will implement said policy with all students. For students with disabilities, The School will abide by all federal laws regarding discipline, suspension and expulsion.
3. The School will provide services and accommodations as prescribed in a student's IEP or 504 Plan. Such services will include but not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.
4. The School will employ Intervention Specialist(s) and para-professionals with proper credentials to provide services for students with disabilities and limited English proficiency.

### **Attachment 3.12**

1. The School adopts the Ohio Department of Education's Special Education Model Policies and Procedures governing the education of students with disabilities. The School will adopt revisions to the Model Policies and Procedures as they are developed and will continue to comply with federal and state laws regarding the education of students with disabilities.
2. Multiple tiers of student support will be provided by interventions up to and including evaluation for suspected disability.
3. Discipline- A student code of conduct will be created and approved by the Board. The School will implement said policy with all students. For students with disabilities, the School will abide by all federal laws regarding discipline, including suspensions and expulsions
4. The School will provide services and accommodations as prescribed in a student's IEP or 504 Plan. Such services will include but not limited to: psychologist, speech language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The School may contract those services or may choose to hire a qualified individual.
5. The School will contract for qualified teacher(s), intervention specialist(s), and paraprofessionals with proper credentials to provide services for students with disabilities and English learners.

It is the policy of the School that no otherwise qualified person shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity sponsored by the School.

As used in this policy, "an individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Notice of the School's policy on nondiscrimination in employment and education practices shall be given in this Policy manual, posted in the School, and published in any School statement regarding the availability of employment positions or special education services.

### Employment

No employee or candidate for employment shall be discriminated against in recruitment, employment, promotion, training, or transfer solely because of his/her disabling condition.

No candidate for employment shall be required to answer a question regarding a disabling condition and no such candidate will be discriminated against on the basis of a disabling condition that is not directly related to the essential functions of the position for which she/he has applied.

Reasonable modifications in scheduling and the allocation of duties, not directly affecting the instructional program, shall be made to accommodate employment conditions to the needs of individuals with disabilities.

### Facilities

Barrier free access to School facilities or an alternative means of providing services shall be provided as required by law so that no individual with a disability is excluded from participation in a School program solely by reason of his/her disability. The School will comply with the building, program and other accessibility requirements of the Americans with Disabilities Act (ADA) and other applicable laws.

### Program

All reasonable efforts shall be made to serve the School's special needs children eligible for special education and/or related services in accordance with the School's Special Needs policy. A free appropriate public education shall be provided for each child determined to be in need of special education and/or related services. Such a program of special education shall be provided in the least restrictive environment and in barrier free facilities comparable to those provided for non-disabled students. To the maximum extent appropriate to the student's disability, a disabled student shall be placed in an educational setting with non-disabled or less severely disabled students.



No student will be denied, because of his/her disability, participation in co-curricular, intramural, or interscholastic activities or any of the services offered or recognitions rendered regularly to the students of the School.

The due process rights of disabled students and their parents will be rigorously enforced.

#### Section 504

It is the intent of the School to ensure that students who are handicapped within the definition of Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), are identified, evaluated, and provided with appropriate educational services. Students may be identified as handicapped under Section 504 even though they are not eligible to receive services under the Individuals with Disabilities Act.

The Principal or his/her designee shall be the Section 504 Compliance Officer. A complaint regarding a violation of law and this policy in an employment decision shall be subject to a grievance procedure (Policy 228) that provides for the prompt and equitable resolution of disputes.

#### Procedures

The School shall annually adopt procedures for the Education of Children with Disabilities as approved by the Ohio Department of Education Office of Exceptional Children in **Appendix 227-A**.

*20 USC 1412; 34 CFR 300.220.*

## **227.1 Child Find**

The School supports and complies with all applicable federal and state laws, procedures, and policies regarding the School's child find responsibilities. The School will conduct all child find activities for students who are enrolled in the School (its geographical area) so that they are appropriately located, identified and referred for evaluation. Parents or guardians have the right to review their child's records and refuse permission to release information (except as required by, or permitted by, law to be released).

Pursuant to Ohio law, the School is required to perform the same child find duties as city, local, exempted village school districts and will endeavor to adhere to its responsibilities in a manner that does not duplicate the duties of the city, local, or exempted village school districts.

A Child Find Notice shall be published in a newspaper of general circulation in the geographic area covered by the identification activity before any major identification activity.

See the Child Find Notice in **Appendix 227.1-A** and the Parent Notification of Scholarship Programs for Students with Disabilities in **Appendix 227.1-B**.

*20 USC 1412 et seq.; OAC 3301-51-03.*

Under Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, no otherwise qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Board of Directors does not discriminate in admission or access to, participation in, or treatment, or employment in, its programs or activities. As such, the Board's policies and practices will not discriminate against employees and students with disabilities, will provide equal opportunity for employment, and will make accessible to qualified individuals with disabilities its facilities, programs, and activities. No discrimination will be knowingly permitted against any individual with a disability on the sole basis of that disability in any of the programs, activities, policies, and/or practices in the School.

As used in this policy, "an individual with a disability" means a person who has, had a record of, or is regarded as having a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

With respect to employment, a qualified person with a disability means a disabled person who, with reasonable accommodation, can perform the essential functions of the job in question.

With respect to public preschool, elementary, and secondary educational services, a qualified person with a disability means a disabled person:

- A. who is of an age during which nondisabled persons are provided educational services;
- B. who is of any age during which it is mandatory under Ohio law to provide educational services to disabled persons; or
- C. to whom the State is required to provide a free appropriate public education pursuant to the Individuals with Disabilities Education Improvement Act (IDEIA).

With respect to vocational education services, a qualified person with a disability means a disabled person who meets the academic and technical standards requisite to admission or participation in the vocational program or activity.

### OFFICER

The Principal is the School's Section 504 Compliance Officer. The Compliance Officer is responsible for coordinating the School's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act. The Compliance Officer will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the School's adopted grievance procedure, and will attempt to resolve the grievances.

## GRIEVANCE PROCEDURE

The grievance procedure shall follow these steps:

1. The grievant will file a written complaint, stating the specific facts of his/her grievance and the alleged discriminatory act, with the Section 504 Compliance Officer within fifteen (15) calendar days of the conduct alleged to be in violation of Section 504.
2. The compliance officer shall make all reasonable efforts to resolve the matter informally.
3. In the event the complaint cannot be resolved informally, the Compliance Officer will investigate the matter and will provide a written copy of his/her determination to both parties.
4. The grievant may appeal the determination of the compliance officer to the Board or a committee of the Board within ten (10) calendar days of the receipt of the Compliance Officer's determination. The appeal shall be in writing and attached to copies of the original complaint and the written determination of the compliance officer. The Board or its designated committee may, in its discretion, convene a hearing at which the parties may present testimony and argument.
5. The Board shall provide both parties with a written decision.

Employees of the School shall be informed that a complaint may be filed without fear of reprisal from the Board or any of its employees or agents. The grievant shall be notified of his/her rights of appeal at each step of the process, and accommodations to the needs of disabled grievant shall be made. A grievant shall be informed of his/her right to file a formal complaint under Section 504.

A complaint regarding the identification, evaluation, classification, or educational program of an educationally disabled student shall be reviewed in accordance with the School's Special Needs policy.

### Evaluation and Compliance

The Principal or his/her designee shall evaluate School programs and practices on nondiscrimination, in accordance with law, and report evaluations to the Board. The Principal or his/her designee shall submit such assurances of compliance as are required by law.

A complainant who believes there is a basis for a grievance related to the Rehabilitation Act may file a written complaint with the Office for Civil Rights, U.S. Department of Education, 600 Superior Ave. East, Ste. 750, Cleveland, Ohio 44114-2611. Any such written complaint must be filed within the earlier of (i) 30 days from the date of the Board's decision, or (ii) 90 days from the date the complainant made his or her complaint to the compliance officer.

### Employment Practices

#### Discrimination Prohibited

In accordance with Section 504/ADA, no qualified individual with a disability shall, on the basis of disability, be subjected to discrimination in employment under any of the School's programs or

activities. Further, the Board will take positive steps to employ and advance in employment qualified individuals with disabilities. The Board will not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

#### Reasonable Accommodation

The Board will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose an undue hardship on the operation of the School's program and/or activities.

#### Facilities

No qualified person with a disability will, because the School's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

The School is committed to operating its programs and activities so that they are readily accessible to person with disabilities. This includes, but is not limited to, providing accommodations to parents with disabilities who desire access to their child's educational program or meetings pertinent thereto. Programs and activities will be designed and scheduled so that the location and nature of the facility or area will not deny a student with a disability the opportunity to participate on the same basis as students without disabilities. The School will meet its obligation through such means as redesign of equipment, reassignment of classes or other services to accessible buildings, assignment of aides to beneficiaries, alteration of existing facilities and/or construction of new facilities, or any other method that results in making its programs and activities accessible to persons with disabilities. In choosing among available methods for meeting its obligations, the School will give priority to those methods that serve persons with disabilities in the most integrated setting appropriate.

#### Education

The Board is committed to identifying, evaluating, and providing a free appropriate public education (FAPE) to students within its jurisdiction who are disabled within the definition of Section 504, regardless of the nature or severity of their disabilities. The Board recognizes and acknowledges that students may be disabled and eligible for services under Section 504 even though they do not qualify for or require special education and/or related services pursuant the IDEIA. Students eligible for services under the IDEIA will be served under existing special education programs.

If a student has a physical or mental impairment that significantly limits his/her learning, but does not require specially designed instruction to benefit educationally, the student will be eligible for reasonable accommodations and/or modifications of the regular classroom or curriculum in order

to have the same access to an education as students without disabilities. Such accommodations and/or modifications will be provided pursuant to a Section 504 Accommodation Plan.

If a student has a physical or mental impairment, but it does not significantly limit his/her learning, the student will not be entitled to a Section 504 Accommodation Plan, but s/he may still be eligible for a "Classroom Accommodation."

Parents/guardians/custodians are invited and encouraged to participate fully in the evaluation process. If the parents disagree with the determination made by the School's professional staff, they may request a hearing with an impartial hearing officer.

The Board is committed to educating (or providing for the education of) each qualified person with a disability who resides within the School with persons who are not disabled to the maximum extent appropriate to the needs of the person with disabilities. Generally, the School will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. If the School places a person in a setting other than the regular educational environment, it shall take into account the proximity of the alternate setting to the person's home.

The School will provide non-academic extracurricular services and activities in such a manner as is necessary to afford qualified persons with disabilities an equal opportunity for participation in such services and activities. Nonacademic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interests groups or clubs sponsored by the School, referrals to agencies that provide assistance to persons with disabilities, and employment of students. In providing or arranging for the provision of meals and recess periods, and nonacademic and extracurricular services and activities, including those listed above, the School will verify that persons with disabilities participate with persons without disabilities in such activities and services to the maximum extent appropriate to the needs of the person with a disability in question.

Notice of the Board's policy on nondiscrimination in employment and education practices and the identity of the School's Section 504/ADA Compliance Officer will be posted throughout the School.

The Board directs the Principal to prepare administrative guidelines for facilitating the prompt, fair and appropriate identification, referral, evaluation and placement of students with disabilities who qualify for accommodations under Section 504. The Board will provide in-service training and consultation to Staff Members on the education of persons with disabilities, as necessary and appropriate.

The Board will adopt a system of procedural safeguards that will provide for prompt and equitable resolution of complaints alleging violations of Section 504/ADA. Due process rights of students with disabilities and their parents under Section 504 will be enforced.

*29 C.F.R. Part 1630; 34 C.F.R. Part 104; 29 U.S.C. 794, Section 504 Rehabilitation Act of 1973, as amended; 42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990*

**See also Policy 275.1 Disciplining a 504 Student.**

In matters relating to the disciplining of disabled students, the Board shall abide by federal and state laws regarding suspension and expulsion. The Principal will follow the guidelines below and ensure they are properly used when disciplining any student with a disability.

#### Removals of Not More Than 10 Days – The 10-Day Rule

The School may unilaterally remove a Student with a disability who violates a code of student conduct from the Student's current placement for not more than ten (10) school days. This option may be used only if the disciplinary action is consistent with actions taken against nondisabled students. The School may place Students removed under the 10-day rule in an appropriate interim alternative educational setting ("IAES") if applicable (see below), another setting, or suspend them. Removals under the 10-day rule are not considered a "change of placement" and the School is not obligated to provide services to Students during those removals. The School can use the 10-day rule to remove a student for either a single removal of ten (10) consecutive school days; or a series of shorter-term removals over the course of the school year that are more than ten (10) school days during that school year, so long as those removals do not constitute a pattern of removals (and therefore, a change of placement). When a removal is not a change of placement, an IEP meeting is not required. However, if one or more IEP team members believe that modifications are needed to the Student's behavior plan, the team shall meet to modify the plan and its implementation to the extent the team determines necessary.

#### Removals of More than 10 Days – Change of Placement

A change of placement occurs if a removal is for more than ten (10) consecutive school days; or if a Student is subjected to a series of removals which accumulate to more than ten (10) school days, that constitute a pattern. If a change of placement occurs (after a Manifestation Determination Review (see below)), then the School must notify the parents or guardians of that decision. This notice must inform the parents or guardians of all the procedural safeguards accorded under the law. These safeguards include a Manifestation Determination Review, a right to receive services, and a continuation of services for a free appropriate public education. The School must provide services that:

- enable the Student to continue to participate in the general education curriculum (although in another setting); and
- enable the Student to progress toward meeting the goals set out in the Student's IEP.

#### Manifestation Determination Review ("MDR")

The School will conduct an MDR to examine a Student's behavior before imposing disciplinary consequences that would amount to a change of placement. The purpose of the MDR is to determine whether a Student's disability caused, influenced or otherwise impacted the Student's behavior in question. To make this determination, the Student's IEP team is required to review



certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the Student's disability.

The MDR is not required for disciplinary removals that do not constitute a change of placement, that is, less than ten (10) school days per incident or a series of removals accumulating to more than ten (10) school days in one school year that do not constitute a pattern.

No later than the date on which the decision to take a disciplinary action which may be a change of placement is made, the School must notify the parents or guardians of that decision and of all procedural safeguards, including the MDR. The School and the parents or guardians must determine which members of the IEP team are relevant to conduct the manifestation determination. The team will review all relevant information in the Student's file to determine whether the conduct in question was caused by, or had a direct and substantial relationship to, the Student's disability or was the direct result of the School's failure to implement the IEP. If the team determines that either condition is applicable for the Student, it must determine that the conduct is a manifestation of the Student's disability.

*Manifestation* – If the team determines that the behavior was a manifestation of the Student's disability, the full IEP team must meet the following requirements:

- conduct a functional behavior assessment and implement a behavior intervention plan for the student, unless the School conducted a functional behavior assessment prior to the manifestation determination;
- if the IEP team already developed a behavior intervention plan, it must review and modify the plan as necessary to address the behavior; and
- return the Student to the placement from which he or she was removed; 45-day rule exception applies.

*No Manifestation* – If the team determines that the behavior was NOT a manifestation of the disability, the School may discipline the Student using the relevant disciplinary procedures applicable to Students without disabilities in the same manner and for the same duration, continuing to provide services to Students with disabilities.

If a Student's behavior was not a manifestation of the disability, the School will still take steps to attend to the Student's behavior. The Student must receive, as appropriate, a functional behavior assessment, behavioral intervention services, and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

*Exceptions to the MDR Requirement* – The Unilateral Change in Placement and 45-Day Rule

School personnel may remove a Student to an IAES for up to forty-five (45) school days, without a prior MDR or IEP meeting, when a Student:

- carries or possesses a weapon (a device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that the term does not include a pocket knife with a blade of less than 2 1/2 inches in length);

- knowingly possesses or uses illegal drugs (a controlled substance not legally possessed or used under the supervision of a licensed health care professional, or legally possessed or used under any other authority under the Controlled Substances Act (21 U.S.C. 812) or under any other provision of federal law), or sells or solicits the sale of a controlled substance (a drug or other substance identified under Schedule I, II, III, IV or V in the Controlled Substances Act); or
- has inflicted serious bodily injury on another person (a cut, abrasion, bruise, burn or disfigurement, physical pain, illness, impairment of the function of a bodily member, organ or mental faculty, or any other injury, no matter how temporary).

This authority can be exercised if a Student commits any of the offenses described above at the School, on the School premises, or at a School function.

The IEP team will meet subsequent to the unilateral placement in an IAES and must determine what the permanent setting will be, take steps to modify the student's IEP, as appropriate, provide appropriate behavioral intervention services and modifications designed to address the behavior violation so that it does not recur, and continue to provide the Student with educational services to enable him or her to participate in the general education curriculum and to progress toward IEP goals.

The School must still do an MDR, but it can occur after the removal to the 45-day setting. If the conduct is a manifestation of the Student's disability, the School must still meet all of the requirements outlined above for the MDR, with the additional exception that the Student stay in the alternative placement for 45 school days, regardless of the outcome of the manifestation.

#### Due Process Complaint

Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR may appeal the decision through the filing of a due process complaint and may request an expedited due process hearing.

The School may request a hearing to change a Student's placement if the School believes that maintaining the Student's current placement is substantially likely to result in injury to the Student or others. Under those circumstances, the hearing officer may order a change in placement of a Student with a disability to an IAES for a period of up to forty-five (45) school days if the hearing officer agrees with the School's assessment.

During any due process proceedings, the Student's placement, through a disciplinary action, must not change unless the parents/guardians and the School agree otherwise, or upon admissions to the School and parent/guardian consent. The School may change the Student's placement when taking disciplinary actions that constitute a change of placement against students with disabilities, or Students who may be eligible for IDEA services.

In the case where a Student has been placed in an IAES, the Student will remain in the IAES chosen by the School, pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the Parent and School agree otherwise. An expedited hearing will

be arranged during an IAES appeal and will occur within twenty (20) days of the hearing request, and the hearing officer must make a determination within ten (10) school days after the hearing.

## **275.1            Disciplining a 504 Student**

### **Section 504 Manifestation Determination Reviews**

A Student on a 504 Plan is to be afforded due process relating to any proposed change in educational placement where the Student is subject either to expulsion or suspension for a period of more than ten (10) consecutive school days or a series of suspensions that are each ten (10) or fewer school days in duration, but exceed ten (10) school days in the aggregate and create a pattern of exclusions. In all such cases, except in the case where such suspension or expulsion pertains to the use or possession of illegal drugs or alcohol as detailed below, the School shall follow the procedures outlined in Policy 275 Discipline/Suspension/Expulsion of Disabled Students.

### **Disciplinary Procedures for Students Possessing or Using Alcohol or Illegal Drugs**

The School may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any Student on a 504 Plan who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against Students without disabilities, in accordance with Policy 273 Expulsion and Suspension Policies. In such a case, the disability due process procedures found in Policy 275 Discipline/Suspension/Expulsion of Disabled Students are inapplicable.

### **Emergency Removal from Placement**

Emergency removal of a 504 student from his/her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

*29 USC 701 et seq. (Section 504 of the Rehabilitation Act of 1973)*

See also Policy 228 Section 504 of the Rehabilitation Act of 1973.

**LEASE ADDENDUM TO CONTRACT:**

**44 North Union St.**

Detailed description of Facilities to be used: This is a 4,000 square foot facility made up of storage space for the school for cleaning supplies, furniture, etc.

Annual Costs paid by or on behalf of the school: \$36,000

Name of Lender/Landlord: Charter Development Foundation

Relationship to Operator: A non-profit organization that leases the building to the school.

**92 North Union St.**

Detailed description of Facilities to be used: This is a 16,000 square foot facility made up of 9 classrooms, 2 offices, 1 nurse station, and 5 small group spaces. The building also has a gymnasium and is made up of two floors.

Annual Costs paid by or on behalf of the school: \$125,952

Name of Lender/Landlord: Charter Development Foundation

Relationship to Operator: A non-profit organization that leases the building to the school.

**280 Perkins St.**

Detailed description of Facilities to be used: This is a 16,995 square foot facility made up of 4 classrooms, an art room, a cafeteria and small kitchen area, 9 small group rooms/offices, staff lounge, and large student restroom.

Annual Costs paid by or on behalf of the school: \$186,945

Name of Lender/Landlord: Charter Development Foundation

Relationship to Operator: A non-profit organization that leases the building to the school.

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** ("Lease") is made and entered into this \_\_\_\_1st\_\_\_\_ day of July, 2022, by and between **Edge Learning Inc.**, an Ohio not for profit corporation, whose principal place of business is 92 North Union, Akron Ohio 44304, (hereinafter referred to as "Tenant"), and **CHARTER DEVELOPMENT FOUNDATION, INC.**, an Ohio nonprofit corporation, whose principal place of business is 265 Park St, Akron, Ohio 44304 (hereinafter referred to as "Landlord").

### **ARTICLE I** **GRANT OF LEASE**

- 1.01** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord that portion of the building located at 280 Perkins, Akron, Ohio, 44304 consisting of approximately 16,995 of 16,995 square feet and being shown by the cross-hatched section on Exhibit A attached hereto and by reference made a part hereof (the "Premises"). Landlord additionally grants to Tenant during the term of this Lease, the right to use in common with Landlord and other occupants of the building (a) all easements and rights appurtenant to the property, (b) all portions of the building (if any) designed for the common use of all occupants of the building, and (c) all common areas and designated parking areas as shown on Exhibit A. Tenant's use of the Premises shall be subject to such reasonable rules and regulations as Landlord may adopt from time to time.

### **ARTICLE II** **LEASE TERM AND CONDITION OF PREMISES**

- 2.01** ***Total Term of Lease.*** The term of this Lease shall begin on the Commencement Date, as defined in Section 2.02 of this Article II. and shall terminate on June 30, 2025.
- 2.02** ***Commencement Date.*** The "Commencement Date" shall mean July 1, 2022, or if later, the date on which the Tenant shall commence to conduct business on the Premises, so long as such date is not in excess of ninety (90) days subsequent to execution hereof.
- 2.03** ***Condition of Premises.*** Tenant acknowledges that it has inspected the Premises, found the same to be satisfactory and accepts the same in its "AS IS" present condition.

### **ARTICLE III** **RENT**

- 3.01** The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at the Landlord's principal place of business or at such place as the Landlord shall from time to time direct by written notice to the Tenant, rent at the following rates and times:
- (a) ***Annual Rent.*** Annual rent for the term of the Lease shall be One Hundred Eighty-Six Thousand Nine Hundred Forty-Five Dollars (\$186,945).
- (b) ***Payment of Annual Rent.*** The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be equal to Fifteen Thousand Five Hundred Seventy-Eight and 75/100 Dollars, (\$15,578.75) per month,

beginning on the Commencement Date and continuing on the first day of each and every calendar month during the term hereof. In the event the Lease commences on a day other than the first day of a month, rent shall be prorated for each fractional part of a month for which the Tenant actually occupies and utilizes the Premises. If any installment of rent is not fully paid within five (5) days after the due date, a late charge of five percent (5%) of the amount due shall be due Landlord as additional rent to compensate Landlord for loss and expense occasioned by the delinquency in payment.

Reference to Annual Rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term.

#### **ARTICLE IV** **SECURITY DEPOSIT**

- 4.01** The Tenant shall not be required to make any deposit or provide any other collateral as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant.

#### **ARTICLE V** **TAXES**

- 5.01** ***Personal Property Taxes.*** The Landlord shall be liable for all taxes levied against any leasehold interest of the Tenant, however the Tenant shall be liable for and shall pay when due, taxes upon personal property and trade fixtures owned and placed in the Premise by the Tenant.
- 5.02** ***Real Estate Taxes.*** During the continuance of this lease Tenant shall pay, all real estate taxes and assessments applicable to the Premises, together with any interest and penalties lawfully imposed thereon, which may be levied upon the Premises during the term of this Lease.
- 5.03** ***Contest of Taxes.*** The Tenant, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal property tax. Landlord may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Premises for tax purposes. In any such event, the Landlord and Tenant agree that, at the request of the Landlord, the Tenant will sign and deliver such papers and instruments as may be necessary to enable the Landlord to prosecute such proceedings.
- 5.04** ***Payment of Ordinary Assessments.*** The Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against the Premises.
- 5.05** ***Other Taxes.*** The Landlord and Tenant agree that any liability for income, franchise, or excise taxes that may be imposed, (including but not limited to Federal Income Tax, the Tax on Prohibited Transactions, or the Tax on Unrelated Taxable Business Income), shall be solely the liability and responsibility of the party upon whom such liability is imposed and accordingly neither party shall be liable for such taxes assessed against the other party.

#### **ARTICLE VI** **UTILITIES**

- 6.01** ***Utilities.*** Tenant shall pay for Tenant's reasonable use of water, sanitation, sewer, electricity,



light, heat, gas, power, fuel, janitorial, and other services on the Premises, whether or not the cost thereof be a charge or imposition against the Premises.

**ARTICLE VII**  
**OBLIGATIONS FOR REPAIRS AND MAINTENANCE**

- 7.01** ***TENANT's Repairs and Maintenance – Structural, Exterior and Infrastructure..*** The Tenant shall be required to keep in reasonably good order, condition and repair (i) the roof and all structural elements and portions of the Premises and building, (ii) all exterior elements and portions of the building, (iii) the parking areas, drives and other exterior improvements located on the property, and (iv) any common pipes, conduits, equipment and systems that serve Tenant's space and also serve other parts of the building; subject, however, to ordinary wear and tear.
- 7.02** ***TENANT'S Repairs and Maintenance.*** Unless otherwise agreed to in writing by Landlord and Tenant, the Tenant shall perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair, all portions of the interior of the Premises, ordinary wear and tear excepted. Tenant further agrees that it will not cause or permit any waste or damage to the Premises, nor allow the accumulation of boxes, barrels, packages, wastepaper or other trash, it being Tenant's responsibility to provide for its own trash and rubbish removal from the Premises to the designated dumpster. In addition, Tenant at its expense shall repair, replace or restore all damage to the Premises or the building caused by the negligent acts or omissions of Tenant or its agents, employees or invitees. Tenant shall be solely responsible for the maintenance and repair of any special facilities needed for Tenant's operations, including: lawn care and snow removal; and janitorial services and supplies.
- 7.03** Requirements of the Law. The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the Commencement Date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section 7.01 of this Article VII; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements; and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense; provided the violation with the laws and regulations is not caused by Tenant's use or occupancy of the Premises for its intended purposes.
- 7.04** ***TENANT'S Alterations.*** The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall not impair the structural soundness of the building, diminish the value of the Premises and Tenant shall first obtain Landlord's written consent to make the alterations, additions or improvements, which consent shall not be unreasonably withheld. Notwithstanding the above, the Landlord may withhold its consent if any improvement is found by the Landlord, in its sole discretion, to be against the Landlord's rules and regulations. Upon termination of this Lease, any alterations, additions or improvements made by Tenant shall

become the property of Landlord, excluding trade fixtures which may be removed by Tenant.

**7.05** ***Permits and Expenses.*** Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

#### **ARTICLE VIII** **TENANT'S COVENANTS**

**8.01** ***TENANT'S Covenants.*** Tenant covenants and agrees as follows:

- (a) To procure any licenses and permits required for any use made of the Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs and reasonable wear and tear;
- (b) To permit Landlord and its agents to examine the Premises at reasonable times and to show the Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- (c) To permit Landlord to enter the Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Premises of which, Tenant shall be deprived as a result thereof.
- (d) To comply with all present and future laws and regulations applicable to its use and occupancy of the Premises, and to the extent required under Section 7.02, shall make any repairs, modifications, or additions to the Premises that may be required by those laws.

#### **ARTICLE IX** **INDEMNITY AND INSURANCE**

**9.01** ***Tenant's Public Liability.*** Tenant shall maintain, with respect to the Premises, public liability

insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit for injury or death from one accident and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage insurance, insuring Landlord and Tenant against injury to, or damage to property on or about the Premises. In addition thereto Tenant shall secure umbrella coverage in the amount of at least One Million Dollars (\$1,000,000.00) for general liability which shall insure both Tenant and Landlord. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the Commencement Date and no such policy shall be cancelable without ten (10) days prior written notice to Landlord. The Landlord shall be listed as an additional insured on the policies.

**9.02** ***Landlord's Public Liability*** Landlord shall maintain at its sole cost and expense public liability insurance, property damage insurance with respect to the Premises in such amounts as it deems appropriate and necessary in the ordinary course of business; provided that such insurance shall not be less than the amount maintained by Tenant under Section 9.01 hereof.

**9.03** ***Insurance Proceeds.*** In the event of any damage to or destruction of the Premises, which is recoverable under Tenant's policy of insurance, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Tenant.

**9.04** ***Co-Insurance/Contribution for Property Damage.*** Landlord and Tenant hereby release each other, to the extent of the insurance coverage required hereunder, or if greater, the amount of actual insurance coverage maintained by the respective parties hereto, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

**9.05** ***Indemnification With Respect to Landlord*** Except to the extent liability has been waived above, Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Premises and arising in conjunction with the use and occupancy of the Premises, by Tenant or others claiming under Tenant, unless the death, injury or damage was sustained as a result of any willful act of Landlord or its employees, or by reason of the breach of any of Landlord's obligations under this Lease.

**9.06** ***Indemnification With Respect to Tenant*** Except to the extent liability has been waived above, Landlord shall indemnify and hold Tenant harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Premises and arising in conjunction with the use and occupancy of the Premises, by Landlord during periods of non use by Tenant, or others claiming under Landlord, unless the death, injury or damage was sustained as a result of any willful act of Tenant or its employees, or by reason of the breach of any of Tenant's obligations under this Lease.

## **ARTICLE X USE OF PROPERTY BY TENANT**

**10.01** ***Specific Use.*** The Premises shall be occupied and used by Tenant exclusively as office and

classroom facilities for elementary and middle school educational grades as maintained and operated by Tenant and for no other purpose. The facility shall be known as 'The Edge Academy.'

- 10.02** Tenant shall have exclusive use of the Premises at all times. Landlord shall not use, schedule or permit any other person to use or schedule for use the Premises during such times without obtaining the written consent of Tenant at least Fifteen (15) days prior to such use, which consent shall not be unreasonably withheld.

Landlord may use, or may permit others to use the Premises for activities which are sponsored and conducted by Landlord as part of Landlord's normal operations with Tenant's consent, provided that, such use occurs at a time period approved by Tenant and further provided that such use does not unreasonably interrupt or interfere with Tenant's use.

Landlord shall be responsible for restoration of the Premises to their condition as existed prior to Landlord's use. Such restoration shall be completed prior to the next period for which Tenant is scheduled to use the Premises.

Nothing herein shall give Tenant the right to use the Premises for any other purpose or to sublease, assign, or license the use of the Premises to any sub-lessee, assignee, or licensee, which or who shall use the Premises for any other use without the prior written consent of Landlord, which consent may be withheld in its sole discretion.

#### **ARTICLE XI** **SIGNAGE**

- 11.01** *Exterior Signs.* Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Premises.

- 11.02** *Interior Signs.* Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Premises.

- 11.03** *Non Permanent Exterior and Interior Signs.* Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install usual and customary signs and fixtures either in the interior of the Premises or on the exterior of the Premises. Such signs shall be placed by Tenant as may be needed in the normal course of operation of the activities of Tenant and shall be removed as soon as possible after the need for such signs has expired.

#### **ARTICLE XII** **DAMAGE TO PREMISES**

- 12.01** *Abatement or Adjustment of Rent.* If the whole or any part of the Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, Landlord may terminate this Lease effective the date of such casualty. The Landlord shall make its election within thirty (30) days after the occurrence of the casualty. If the Landlord does not terminate this Lease, then in every case the rent reserved in Article III herein and other

charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

**12.02** ***Repairs and Restoration.*** Provided Landlord has not terminated this Lease as provided in Section 12.01, Landlord agrees that in the event of the damage or destruction of the Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending ninety (90) days written notice thereof to Landlord, or, in the alternative, Tenant may, during said ninety (90) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if the amount of such damage or destruction occurs during the last three (3) months of the term of this Lease and the amount of damages is at least fifty percent (50%) or more of the replacement cost, (exclusive of the land and foundations), this Lease, except as hereinafter provided in Section 3 of Article XIV, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

### **ARTICLE XIII** **CONDEMNATION**

**13.01** ***Total Taking.*** If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

**13.02** ***Partial Taking.*** If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by ten percent (10%) or more of the area in the Premises, or of a portion of the Premises that substantially interrupts or substantially obstructs the conducting of business on the Premises; then Tenant or Landlord may, at its election, terminate this Lease by giving the other notice of the exercise of its election within thirty (30) days after receipt of notice of such taking. In the event of termination under the provisions of this Section, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the entire property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Tenant shall be refunded to Tenant.

**13.03** ***Restoration.*** Provided the Landlord or Tenant shall not have terminated this Lease or in the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Premises remaining after such taking.

**13.04** ***Condemnation Awards.*** All compensation awarded for any taking, whether for the whole or a portion of the Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personalty and improvements installed in the Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

**13.05** ***Release.*** In the event of any termination of this Lease as the result of the provisions of this Article XIII, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

#### **ARTICLE XIV** **DEFAULT**

**14.01** ***Default.*** The following events shall constitute a default under this Lease and shall give rise to the remedies set forth herein:

- (a) Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant; (default herein being defined as payment received by Landlord five (5) or more days subsequent to the due date); or
- (b) Either party has caused a lien to be filed against the other party's property and said lien is not removed within Sixty (60) days of recordation thereof; or,
- (c) Either party shall be in default of the observance or performance of any of the covenants and agreements required to be performed and observed by such party hereunder, if, such default continues for a period of thirty (30) days after written notice of such default is sent to the defaulting party, (or if such default shall reasonably take more than thirty (30) days to cure, the defaulting party has not commenced to actively cure the default within the thirty (30) days and diligently prosecuted the same to completion); or
- (d) Sixty (60) days have elapsed after the commencement of any proceeding by or against either party, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the

present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed; or

- (e) Tenant is declared insolvent or adjudged bankrupt, or makes a general assignment for the benefit of its creditors.
- (f) Any of the staff of Edge Learning, Inc. dba The Edge Academy, whether teaching or non-teaching, join or become a member of an organized labor union or entity.

**14.02 Remedies:**

- (a) Termination of this Lease by the defaulting party by giving written notice of termination as provided in Section 18.02, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease. All rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or
- (b) In the event of a default by Tenant, without terminating this Lease, and with or without notice to Tenant, Landlord may enter into and upon and take possession of the Premises or any part thereof, and Tenant must continue to pay rent under the terms of this Lease, and, at Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of rent and other charges then due and unpaid hereunder; third, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; and, the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

- (c) In the event of a default by Tenant, the Landlord without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or
- (d) The pursuit of any remedy or remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

**14.02** ***Cure of Default by LANDLORD.*** If the Tenant defaults in the performance or observance of any agreement or condition in this Lease and does not cure such default within thirty (30) days after written notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, begins such cure within Thirty (30) days and diligently prosecutes the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant. Any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

**14.03** ***Cure of Default by Tenant*** If Landlord defaults in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord does not cure such default within thirty (30) days after written notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord. Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Landlord shall bear the cost of



the filing fees therefore.

- 14.04** ***TENANT'S Right to cure LANDLORD'S Default.*** In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.

**ARTICLE XV**  
**TITLE**

- 15.01** ***Subordination.*** Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

- (a) In the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and
- (b) Such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of Articles XII, XIII or XIV, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XV means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Premises.

- 15.02** ***Quiet Enjoyment.*** Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord

- 15.03** ***Good Title.*** Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Premises, subject only to any Mortgage to which this Lease is subordinate or may become subordinate pursuant to an

agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained.

- 15.04** ***Licenses.*** It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefor; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Premises.

## **ARTICLE XVI** **EXTENSIONS/WAIVERS/DISPUTES**

- 16.01** ***Hold Over.*** In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Premises after the expiration of the term of this Lease without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained at the rate as set forth in this agreement; provided that, if the Landlord has demanded the surrender of the Premises by Tenant in writing any the rate of rent for any holdover beginning with the next immediately following month shall be at a rate of One Hundred Fifty Percent, (150%) of the rate set forth herein.

- 16.02** ***Waivers.*** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

- 16.03** ***Disputes.*** It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work if it shall be adjudged that there was no legal obligation on

the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

**16.04** ***Notices.*** All notices and other communications authorized or required hereunder shall be in writing and shall be given by personal delivery or mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

## **ARTICLE XVII** **PROPERTY DAMAGE**

**17.01** ***Loss and Damage.*** Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Premises, except where caused by the willful act or omission of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

**17.02** ***Force Majeure.*** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

## **ARTICLE XVIII** **TERMINATION OF LEASE**

**18.01** ***Termination by Mutual Consent.*** Upon the mutual agreement by the parties hereto, this Lease shall terminate at such time and upon such terms as the parties set forth in writing and which is executed by both parties as "evidence" of their mutual agreement.

**18.02** ***Termination Upon Default by Tenant or Landlord*** In the event of a default by Tenant, pursuant to Article XIV, the Landlord may elect to terminate the lease as provided for in Article XIV by providing written notice at least five (5) days prior to the date of termination. In the event of default by Landlord, Tenant may elect to terminate the lease as provided for in Article XIV by providing written notice at least five (5) days prior to the date of termination.

**18.03** ***No Termination Upon Failure to Finalize Contract*** The Parties hereto agree that the operation

of a community school by Edge Learning, Inc., is not, a condition which will cause a termination of this Lease. Accordingly, this Lease shall not terminate in the event that Edge Learning, Inc., does not finalize or renew, (as the case may be), the contract by and between Edge Learning, Inc. and the Sponsor and/or The Ohio Department of Education for the operation of a community school by Edge Learning, Inc., nor in any case where Edge Learning Inc., ceases the operation of a community school. In such case this Lease shall remain in full force and effect.

## **ARTICLE XIX MISCELLANEOUS**

- 19.01 Assignment and Subletting.** Under the terms and conditions hereunder, Tenant shall not have the right to transfer and assign this lease or to sublet all or any portion of the Premises, without the prior written consent of Landlord. Landlord may sell, exchange, transfer, assign or hypothecate this Lease at any time without Tenant's consent; provided that such sale, exchange, transfer, assignment or hypothecation shall be made with respect to the entire Lease.
- 19.02 Fixtures.** All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Premises and used in the operation of the Tenant's business made to, in or on the Premises by and at the expense of Tenant and susceptible of being removed from the Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant upon the request of Landlord shall be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.
- 19.03 Estoppel Certificates.** At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.
- 19.04 Invalidity of Particular Provision.** If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 19.05 Captions and Definitions of Parties.** The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Premises. If there is more than one Landlord or Tenant, the covenants of Landlord or Tenant shall be the joint and several obligations of each of them, and if Landlord or Tenant is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the

partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

**19.06 Brokerage.** No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

**19.07 Surrender** Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises in good condition and repair, ordinary wear and tear excepted.

**19.08 Entire Agreement.** This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

**19.09 Governing Law.** All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.


**19.10 Liability of LANDLORD.** Notwithstanding anything to the contrary in this Lease, if Landlord fails to perform any of its obligations under this Lease, and, as a consequence of this default, Tenant recovers a money judgment against Landlord, that judgment shall be first satisfied from the general assets of the Landlord.

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement as of the date set forth on page 1.

CHARTER DEVELOPMENT  
FOUNDATION, INC.

By: 

Its: TRUSTEE

Witness 

The Edge Academy

By: 

Its: Board President

Witness 

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** ("Lease") is made and entered into this \_\_\_\_1st\_\_\_\_ day of July, 2022, by and between **Edge Learning Inc.**, an Ohio not for profit corporation, whose principal place of business is 92 N. Union St. Akron, Ohio 44304 (hereinafter referred to as 'Tenant'), and **CHARTER DEVELOPMENT FOUNDATION, INC.**, an Ohio nonprofit corporation, whose principal place of business is 265 Park St., Akron, Ohio 44304 (hereinafter referred to as "Landlord").

### **ARTICLE I** **GRANT OF LEASE**

**1.01** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant and the Tenant does hereby lease and take from the Landlord that portion of the building located at 92 N. Union, Akron, Ohio, 44304 consisting of approximately 16,000 square feet and being shown by the cross-hatched section on Exhibit A attached hereto and by reference made a part hereof (the "Premises"). Landlord additionally grants to Tenant during the term of this Lease, the right to use in common with Landlord and other occupants of the building (a) all easements and rights appurtenant to the property, (b) all portions of the building (if any) designed for the common use of all occupants of the building, and (c) all common areas and designated parking areas as shown on Exhibit A. Tenant's use of the Premises shall be subject to such reasonable rules and regulations as Landlord may adopt from time to time.

### **ARTICLE II** **LEASE TERM AND CONDITION OF PREMISES**

- 2.01** ***Total Term of Lease.*** The term of this Lease shall begin on the Commencement Date, as defined in Section 2.02 of this Article II. and shall terminate on June 30, 2025.
- 2.02** ***Commencement Date.*** The "Commencement Date" shall mean July 1, 2022, or if later, the date on which the Tenant shall commence to conduct business on the Premises, so long as such date is not in excess of ninety (90) days subsequent to execution hereof.
- 2.03** ***Condition of Premises.*** Tenant acknowledges that it has inspected the Premises, found the same to be satisfactory and accepts the same in its "AS IS" present condition.

### **ARTICLE III** **RENT**

- 3.01** The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the term hereof, at the Landlord's principal place of business or at such place as the Landlord shall from time to time direct by written notice to the Tenant, rent at the following rates and times:
- (a) ***Annual Rent.*** Annual rent for the term of the Lease shall be One Hundred Twenty-Five Thousand Nine Hundred Fifty Two Dollars (\$125,952).
- (b) ***Payment of Annual Rent.*** The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which shall be equal to Ten Thousand Four Hundred Ninety-Six Dollars, (\$10,496) per month, beginning on the

Commencement Date and continuing on the first day of each and every calendar month during the term hereof. In the event the Lease commences on a day other than the first day of a month, rent shall be prorated for each fractional part of a month for which the Tenant actually occupies and utilizes the Premises. If any installment of rent is not fully paid within five (5) days after the due date, a late charge of five percent (5%) of the amount due shall be due Landlord as additional rent to compensate Landlord for loss and expense occasioned by the delinquency in payment.

Reference to Annual Rent hereunder shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term.

#### **ARTICLE IV** **SECURITY DEPOSIT**

- 4.01** The Tenant shall not be required to make any deposit or provide any other collateral as security for the full and faithful performance by the Tenant of all the terms of this lease required to be performed by the Tenant.

#### **ARTICLE V** **TAXES**

- 5.01** ***Personal Property Taxes.*** The Landlord shall be liable for all taxes levied against any leasehold interest of the Tenant, however the Tenant shall be liable for and shall pay when due, taxes upon personal property and trade fixtures owned and placed in the Premise by the Tenant.
- 5.02** ***Real Estate Taxes.*** During the continuance of this lease Tenant shall pay, all real estate taxes and assessments applicable to the Premises, together with any interest and penalties lawfully imposed thereon, which may be levied upon the Premises during the term of this Lease.
- 5.03** ***Contest of Taxes.*** The Tenant, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal property tax. Landlord may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Premises for tax purposes. In any such event, the Landlord and Tenant agree that, at the request of the Landlord, the Tenant will sign and deliver such papers and instruments as may be necessary to enable the Landlord to prosecute such proceedings.
- 5.04** ***Payment of Ordinary Assessments.*** The Tenant shall pay all assessments, ordinary and extraordinary, attributable to or against the Premises.
- 5.05** ***Other Taxes.*** The Landlord and Tenant agree that any liability for income, franchise, or excise taxes that may be imposed, (including but not limited to Federal Income Tax, the Tax on Prohibited Transactions, or the Tax on Unrelated Taxable Business Income), shall be solely the liability and responsibility of the party upon whom such liability is imposed and accordingly neither party shall be liable for such taxes assessed against the other party.

#### **ARTICLE VI** **UTILITIES**

- 6.01** ***Utilities.*** Tenant shall pay for Tenant's reasonable use of water, sanitation, sewer, electricity,

light, heat, gas, power, fuel, janitorial, and other services on the Premises, whether or not the cost thereof be a charge or imposition against the Premises.

## **ARTICLE VII**

### **OBLIGATIONS FOR REPAIRS AND MAINTENANCE**

- 7.01** ***TENANT's Repairs and Maintenance – Structural, Exterior and Infrastructure.*** The Tenant shall be required to keep in reasonably good order, condition and repair (i) the roof and all structural elements and portions of the Premises and building, (ii) all exterior elements and portions of the building, (iii) the parking areas, drives and other exterior improvements located on the property, and (iv) any common pipes, conduits, equipment and systems that serve Tenant's space and also serve other parts of the building; subject, however, to ordinary wear and tear.
- 7.02** ***TENANT'S Repairs and Maintenance.*** Unless otherwise agreed to in writing by Landlord and Tenant, the Tenant shall perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair, all portions of the interior of the Premises, ordinary wear and tear excepted. Tenant further agrees that it will not cause or permit any waste or damage to the Premises, nor allow the accumulation of boxes, barrels, packages, wastepaper or other trash, it being Tenant's responsibility to provide for its own trash and rubbish removal from the Premises to the designated dumpster. In addition, Tenant at its expense shall repair, replace or restore all damage to the Premises or the building caused by the negligent acts or omissions of Tenant or its agents, employees or invitees. Tenant shall be solely responsible for the maintenance and repair of any special facilities needed for Tenant's operations, including: lawn care and snow removal; and janitorial services and supplies.
- 7.03** Requirements of the Law. The Tenant agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the Commencement Date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Landlord's duty to repair pursuant to Section 7.01 of this Article VII; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements; and if by reason of such laws, orders or the work done by the Landlord in connection therewith, the Tenant is deprived of the use of the Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Premises of which, the Tenant shall be deprived as a result thereof, and the Landlord shall be obligated to make such repairs, alterations or modifications at Landlord's expense; provided the violation with the laws and regulations is not caused by Tenant's use or occupancy of the Premises for its intended purposes.
- 7.04** ***TENANT'S Alterations.*** The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall not impair the structural soundness of the building, diminish the value of the Premises and Tenant shall first obtain Landlord's written consent to make the alterations, additions or improvements, which consent shall not be unreasonably withheld. Notwithstanding the above, the Landlord may withhold its consent if any improvement is found by the Landlord, in its sole discretion, to be against the Landlord's rules and regulations. Upon termination of this Lease, any alterations, additions or improvements made by Tenant shall



become the property of Landlord, excluding trade fixtures which may be removed by Tenant.

**7.05** ***Permits and Expenses.*** Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

Each party agrees to pay promptly when due the entire cost of any work done by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

## **ARTICLE VIII** **TENANT'S COVENANTS**

**8.01** ***TENANT'S Covenants.*** Tenant covenants and agrees as follows:

- (a) To procure any licenses and permits required for any use made of the Premises by Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Tenant's insurance coverage, structural repairs and reasonable wear and tear;
- (b) To permit Landlord and its agents to examine the Premises at reasonable times and to show the Premises to prospective purchasers of the Building and to provide Landlord, if not already available, with a set of keys for the purpose of said examination, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business;
- (c) To permit Landlord to enter the Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Tenant is deprived of the use of the Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Premises of which, Tenant shall be deprived as a result thereof.
- (d) To comply with all present and future laws and regulations applicable to its use and occupancy of the Premises, and to the extent required under Section 7.02, shall make any repairs, modifications, or additions to the Premises that may be required by those laws.

## **ARTICLE IX** **INDEMNITY AND INSURANCE**

**9.01** ***Tenant's Public Liability.*** Tenant shall maintain, with respect to the Premises, public liability

insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit for injury or death from one accident and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage insurance, insuring Landlord and Tenant against injury to, or damage to property on or about the Premises. In addition thereto Tenant shall secure umbrella coverage in the amount of at least One Million Dollars (\$1,000,000.00) for general liability which shall insure both Tenant and Landlord. A copy of the policy or a certificate of insurance shall be delivered to Landlord on or before the Commencement Date and no such policy shall be cancelable without ten (10) days prior written notice to Landlord. The Landlord shall be listed as an additional insured on the policies.

**9.02** ***Landlord's Public Liability*** Landlord shall maintain at its sole cost and expense public liability insurance, property damage insurance with respect to the Premises in such amounts as it deems appropriate and necessary in the ordinary course of business; provided that such insurance shall not be less than the amount maintained by Tenant under Section 9.01 hereof.

**9.03** ***Insurance Proceeds.*** In the event of any damage to or destruction of the Premises, which is recoverable under Tenant's policy of insurance, Tenant shall adjust the loss and settle all claims with the insurance companies issuing such policies. Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Tenant.

**9.04** ***Co-Insurance/Contribution for Property Damage.*** Landlord and Tenant hereby release each other, to the extent of the insurance coverage required hereunder, or if greater, the amount of actual insurance coverage maintained by the respective parties hereto, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Premises and any of Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

**9.05** ***Indemnification With Respect to Landlord*** Except to the extent liability has been waived above, Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Premises and arising in conjunction with the use and occupancy of the Premises, by Tenant or others claiming under Tenant, unless the death, injury or damage was sustained as a result of any willful act of Landlord or its employees, or by reason of the breach of any of Landlord's obligations under this Lease.

**9.06** ***Indemnification With Respect to Tenant*** Except to the extent liability has been waived above, Landlord shall indemnify and hold Tenant harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on or about the Premises and arising in conjunction with the use and occupancy of the Premises, by Landlord during periods of non use by Tenant, or others claiming under Landlord, unless the death, injury or damage was sustained as a result of any willful act of Tenant or its employees, or by reason of the breach of any of Tenant's obligations under this Lease.

## **ARTICLE X** **USE OF PROPERTY BY TENANT**

**10.01** ***Specific Use.*** The Premises shall be occupied and used by Tenant exclusively as office and

classroom facilities for elementary and middle school educational grades as maintained and operated by Tenant and for no other purpose. The facility shall be known as 'The Edge Academy.'

- 10.02** Tenant shall have exclusive use of the Premises at all times. Landlord shall not use, schedule or permit any other person to use or schedule for use the Premises during such times without obtaining the written consent of Tenant at least Fifteen (15) days prior to such use, which consent shall not be unreasonably withheld.

Landlord may use, or may permit others to use the Premises for activities which are sponsored and conducted by Landlord as part of Landlord's normal operations with Tenant's consent, provided that, such use occurs at a time period approved by Tenant and further provided that such use does not unreasonably interrupt or interfere with Tenant's use.

Landlord shall be responsible for restoration of the Premises to their condition as existed prior to Landlord's use. Such restoration shall be completed prior to the next period for which Tenant is scheduled to use the Premises.

Nothing herein shall give Tenant the right to use the Premises for any other purpose or to sublease, assign, or license the use of the Premises to any sub-lessee, assignee, or licensee, which or who shall use the Premises for any other use without the prior written consent of Landlord, which consent may be withheld in its sole discretion.

## **ARTICLE XI** **SIGNAGE**

- 11.01** *Exterior Signs.* Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Premises, providing that Tenant shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Premises.

- 11.02** *Interior Signs.* Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Premises.

- 11.03** *Non Permanent Exterior and Interior Signs.* Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install usual and customary signs and fixtures either in the interior of the Premises or on the exterior of the Premises. Such signs shall be placed by Tenant as may be needed in the normal course of operation of the activities of Tenant and shall be removed as soon as possible after the need for such signs has expired.

## **ARTICLE XII** **DAMAGE TO PREMISES**

- 12.01** *Abatement or Adjustment of Rent.* If the whole or any part of the Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, Landlord may terminate this Lease effective the date of such casualty. The Landlord shall make its election within thirty (30) days after the occurrence of the casualty. If the Landlord does

not terminate this Lease, then in every case the rent reserved in Article III herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Premises of which Tenant shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.

**12.02** ***Repairs and Restoration.*** Provided Landlord has not terminated this Lease as provided in Section 12.01, Landlord agrees that in the event of the damage or destruction of the Premises, Landlord forthwith shall proceed to repair, restore, replace or rebuild the Premises (excluding Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Landlord. Notwithstanding the foregoing, if Landlord does not either obtain a building permit within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within nine (9) months of such damage or destruction, then Tenant may at any time thereafter cancel and terminate this Lease by sending ninety (90) days written notice thereof to Landlord, or, in the alternative, Tenant may, during said ninety (90) day period, apply for the same and Landlord shall cooperate with Tenant in Tenant's application. Notwithstanding the foregoing, if the amount of such damage or destruction occurs during the last three (3) months of the term of this Lease and the amount of damages is at least fifty percent (50%) or more of the replacement cost, (exclusive of the land and foundations), this Lease, except as hereinafter provided in Section 3 of Article XIV, may be terminated at the election of either Landlord or Tenant, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Tenant shall be refunded to Tenant, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

### **ARTICLE XIII** **CONDEMNATION**

**13.01** ***Total Taking.*** If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Landlord to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Tenant.

**13.02** ***Partial Taking.*** If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Landlord shall convey to said authority in lieu of such taking, property which results in a reduction by ten percent (10%) or more of the area in the Premises, or of a portion of the Premises that substantially interrupts or substantially obstructs the conducting of business on the Premises; then Tenant or Landlord may, at its election, terminate this Lease by giving the other notice of the exercise of its election within thirty (30) days after receipt of notice of such taking. In the event of termination under the provisions of this Section, this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the entire property that results in one of the above takings, and any unearned rent or other charges, if

any, paid in advance by Tenant shall be refunded to Tenant.

**13.03 Restoration.** Provided the Landlord or Tenant shall not have terminated this Lease or in the event of a taking in respect of which Tenant shall not have the right to elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Landlord, at Landlord's sole cost and expense, forthwith shall restore the remaining portions of the Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Tenant hereunder, according to the nature and extent of the injury to the Premises and to Tenant's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Premises remaining after such taking.

**13.04 Condemnation Awards.** All compensation awarded for any taking, whether for the whole or a portion of the Premises, shall be the sole property of the Landlord whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Premises, or otherwise. The Tenant hereby assigns to Landlord all of Tenant's right and title to and interest in any and all such compensation. However, the Landlord shall not be entitled to and Tenant shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Tenant for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personalty and improvements installed in the Premises by, or at the expense of Tenant, and to any other award made by the appropriating authority directly to Tenant.

**13.05 Release.** In the event of any termination of this Lease as the result of the provisions of this Article XIII, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

#### **ARTICLE XIV** **DEFAULT**

**14.01 Default.** The following events shall constitute a default under this Lease and shall give rise to the remedies set forth herein:

- (a) Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant; (default herein being defined as payment received by Landlord five (5) or more days subsequent to the due date); or
- (b) Either party has caused a lien to be filed against the other party's property and said lien is not removed within Sixty (60) days of recordation thereof; or,
- (c) Either party shall be in default of the observance or performance of any of the covenants and agreements required to be performed and observed by such party hereunder, if, such default continues for a period of thirty (30) days after written notice of such default is sent to the defaulting party, (or if such default shall reasonably take more than thirty (30) days to cure, the defaulting party has not commenced to actively cure the default within the thirty (30) days and diligently prosecuted the same to completion); or
- (d) Sixty (60) days have elapsed after the commencement of any proceeding by or against either party, whether by the filing of a petition or otherwise, seeking any reorganization,

arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed; or

- (e) Tenant is declared insolvent or adjudged bankrupt, or makes a general assignment for the benefit of its creditors.
- (f) Any of the staff of Edge Learning, Inc. dba The Edge Academy, whether teaching or non-teaching, join or become a member of an organized labor union or entity.

**14.02 Remedies:**

- (a) Termination of this Lease by the defaulting party by giving written notice of termination as provided in Section 18.02, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease. All rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Premises to Landlord on the date specified in such notice; or
- (b) In the event of a default by Tenant, without terminating this Lease, and with or without notice to Tenant, Landlord may enter into and upon and take possession of the Premises or any part thereof, and Tenant must continue to pay rent under the terms of this Lease, and, at Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Landlord may rent the Premises or any portion thereof with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Tenant to Landlord; second, to the payment of rent and other charges then due and unpaid hereunder; third, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; and, the residue, if any shall be held by Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

- (c) In the event of a default by Tenant, the Landlord without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other service, whether Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or
- (d) The pursuit of any remedy or remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

**14.02** ***Cure of Default by LANDLORD.*** If the Tenant defaults in the performance or observance of any agreement or condition in this Lease and does not cure such default within thirty (30) days after written notice from Landlord specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, begins such cure within Thirty (30) days and diligently prosecutes the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant. Any amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant and Tenant agrees to reimburse Landlord therefor and save Landlord harmless therefrom. Provided, however, that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Tenant if any emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Premises or Landlord's interest therein, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

**14.03** ***Cure of Default by Tenant*** If Landlord defaults in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Landlord does not cure such default within thirty (30) days after written notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord. Landlord shall reimburse Tenant therefor and save Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Premises or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid or liability incurred for the account of Landlord hereunder, said amount or liability may be deducted by Tenant from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefor be disputed by Landlord, Landlord may contest its liability or the amount thereof,

through arbitration or through a declaratory judgment action and Landlord shall bear the cost of the filing fees therefore.

**14.04** ***TENANT'S Right to cure LANDLORD'S Default.*** In the event that Landlord shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Tenant hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Tenant may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Landlord the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Landlord to Tenant.

**ARTICLE XV**  
**TITLE**

**15.01** ***Subordination.*** Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Tenant in form suitable for recording to the effect that:

- (a) In the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and
- (b) Such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of Articles XII, XIII or XIV, respectively. Tenant agrees that if the mortgagee or any person claiming under the mortgage shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder. The word "mortgage", as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term "institutional mortgage" as used in this Article XV means a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Premises.

**15.02** ***Quiet Enjoyment.*** Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord

**15.03** ***Good Title.*** Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Premises by Tenant. Landlord further warrants and covenants that this Lease is and shall be a first lien on the Premises, subject only to any



Mortgage to which this Lease is subordinate or may become subordinate pursuant to an agreement executed by Tenant, and to such encumbrances as shall be caused by the acts or omissions of Tenant; that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained.

- 15.04** ***Licenses.*** It shall be the Tenant's responsibility to obtain any and all necessary licenses and the Landlord shall bear no responsibility therefor; the Tenant shall promptly notify Landlord of the fact that it has obtained the necessary licenses in order to prevent any delay to Landlord in commencing construction of the Premises.

## **ARTICLE XVI** **EXTENSIONS/WAIVERS/DISPUTES**

- 16.01** ***Hold Over.*** In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Premises after the expiration of the term of this Lease without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained at the rate as set forth in this agreement; provided that, if the Landlord has demanded the surrender of the Premises by Tenant in writing any the rate of rent for any holdover beginning with the next immediately following month shall be at a rate of One Hundred Fifty Percent, (150%) of the rate set forth herein.
- 16.02** ***Waivers.*** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.
- 16.03** ***Disputes.*** It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for

the recovery of the costs of such work If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

**16.04** ***Notices.*** All notices and other communications authorized or required hereunder shall be in writing and shall be given by personal delivery or mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Landlord the same will be mailed to the address herein above set forth or such other address as Landlord may hereafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at the address herein above set forth, or such other address or addresses as Tenant may hereafter designate by notice to Landlord.

## **ARTICLE XVII** **PROPERTY DAMAGE**

**17.01** ***Loss and Damage.*** Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of Tenant or of others located on the Premises, except where caused by the willful act or omission of Landlord, or Landlord's agents, employees or contractors, provided, however, that if Tenant shall notify Landlord in writing of repairs which are the responsibility of Landlord under Article VII hereof, and Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Tenant's property shall result from the condition as to which Landlord has been notified, Landlord shall indemnify and hold harmless Tenant from any loss, cost or expense arising therefrom.

**17.02** ***Force Majeure.*** In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

## **ARTICLE XVIII** **TERMINATION OF LEASE**

**18.01** ***Termination by Mutual Consent.*** Upon the mutual agreement by the parties hereto, this Lease shall terminate at such time and upon such terms as the parties set forth in writing and which is executed by both parties as "evidence" of their mutual agreement.

**18.02** ***Termination Upon Default by Tenant or Landlord*** In the event of a default by Tenant, pursuant to Article XIV, the Landlord may elect to terminate the lease as provided for in Article XIV by providing written notice at least five (5) days prior to the date of termination. In the event of default by Landlord, Tenant may elect to terminate the lease as provided for in Article XIV by providing written notice at least five (5) days prior to the date of termination.

**18.03** ***No Termination Upon Failure to Finalize Contract*** The Parties hereto agree that the operation

of a community school by Edge Learning, Inc., is not, a condition which will cause a termination of this Lease. Accordingly, this Lease shall not terminate in the event that Edge Learning, Inc., does not finalize or renew, (as the case may be), the contract by and between Edge Learning, Inc. and the Sponsor and/or The Ohio Department of Education for the operation of a community school by Edge Learning, Inc., nor in any case where Edge Learning Inc., ceases the operation of a community school. In such case this Lease shall remain in full force and effect.

## **ARTICLE XIX** **MISCELLANEOUS**

- 19.01** ***Assignment and Subletting.*** Under the terms and conditions hereunder, Tenant shall not have the right to transfer and assign this lease or to sublet all or any portion of the Premises, without the prior written consent of Landlord. Landlord may sell, exchange, transfer, assign or hypothecate this Lease at any time without Tenant's consent; provided that such sale, exchange, transfer, assignment or hypothecation shall be made with respect to the entire Lease.
- 19.02** ***Fixtures.*** All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Premises and used in the operation of the Tenant's business made to, in or on the Premises by and at the expense of Tenant and susceptible of being removed from the Premises without damage, unless such damage be repaired by Tenant, shall remain the property of Tenant and Tenant upon the request of Landlord shall be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.
- 19.03** ***Estoppel Certificates.*** At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.
- 19.04** ***Invalidity of Particular Provision.*** If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 19.05** ***Captions and Definitions of Parties.*** The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Premises. If there is more than one Landlord or Tenant, the covenants of Landlord or Tenant shall be the joint and several obligations of each of them, and if Landlord or Tenant is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the

partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

**19.06 Brokerage.** No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

**19.07 Surrender** Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises in good condition and repair, ordinary wear and tear excepted.

**19.08 Entire Agreement.** This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

**19.09 Governing Law.** All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

**19.10 Liability of LANDLORD.** Notwithstanding anything to the contrary in this Lease, if Landlord fails to perform any of its obligations under this Lease, and, as a consequence of this default, Tenant recovers a money judgment against Landlord, that judgment shall be first satisfied from the general assets of the Landlord.

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement as of the date set forth on page 1.

CHARTER DEVELOPMENT  
FOUNDATION, INC.

By: 

Its: TRUSTEE

The Edge Academy

By: 

Its: Board President

Witness 

Witness 

<b>School Name:</b>	<b>Edge Learning, Inc.</b>	<b>Date:</b>	<b>2/28/24</b>
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### 6.3a Mission, Vision, Philosophy

The mission should answer the question *why do we exist?* The vision should answer the question *what do we hope to become?* Likewise, a school's philosophy should answer the question *what do we value and believe about educating students?*

<b>Mission</b>	<b>6.3a</b>	<b>1) MISSION (Why do we exist?): State the school's clear, <i>concise</i>, and compelling mission statement that describes its specific intent/purpose.</b>
The mission of Edge Learning, Inc. is to provide an environment of academic excellence where students become compassionate, empathetic leaders.		
<b>Vision</b>	<b>6.3a</b>	<b>2) VISION (What we hope to become?): State the school's clear, <i>concise</i>, and compelling vision statement that describes the anticipated operation, function and success of the school over time.</b>
Every student at Edge Learning, Inc. will be inspired to become leaders of the future through collaboration, compassion, and excellence. Shared Vision and Mission: A fundamental characteristic of the professional learning community's vision is its unwavering focus on student learning and leadership. The shared values and vision among the school staff guide decisions about teaching and student learning, and support norms of behavior. These values are embedded in the day-to-day actions of The Edge Learning, Inc. Academy as the learning community engages and develops the commitment and talents of all individuals in a group effort that pushes for learning of high intellectual quality. We will do this by supporting the implementation of Ohio's Learning Standards and Implementing the Leader in Me program.		
<b>Philosophy</b>	<b>6.3a</b>	<b>3) PHILOSOPHY (What do we value and believe about educating students?)  State the school's clear, <i>concise</i>, and compelling philosophy that describes the values and beliefs by which the school will operate.</b>
We believe that all children can learn and make educational growth. This will be done by providing superior academic learning opportunities. We believe in teacher directed, result oriented curriculum for reading, math, writing, science and social studies. All curriculums are aligned to Ohio's Learning Standards. We do this by following our core values of leadership, collaboration, college and career readiness, excellence, and equity.		

### 6.3b Curriculum

The primary function of a school is to provide for the education of students. The curriculum describes all planned learning of students and should describe the learning experiences through which a student will progress. Responses should address the following questions: *What are the learning goals for students at your school and what research support the curriculum choice and its effectiveness for the student population served?* Each of the items below should be addressed with strong evidence and detail.

Curriculum – Learning Standards	6.3b	<p>1) Provide specific standards with detailed descriptions for all core and non-core content (physical education, music, art, technology, etc.), including social-emotional learning, addressed by school that will enable each student to acquire learning across all four learning domains: foundational knowlEdge Learning, Inc. and skills, well-rounded content, leadership &amp; reasoning, and social-emotional learning.</p> <p><input checked="" type="checkbox"/> If the school will use <u>Ohio's Learning Standards</u> in all core and non-core content areas, please check the box. <input type="checkbox"/></p>
<p>The Edge Learning, Inc. will use Ohio's Learning Standards in all Core and non-core content areas. The non-core content areas are music, physical education, art, and social emotional health and wellness.</p>		
Curriculum - Model	6.3b	<p>2) Does the school plan to use the <u>Ohio Model Curriculum</u>?</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Yes, the school will utilize the Ohio Model Curriculum in all core and non-core content areas.</p> <p><input type="checkbox"/> No, the school will utilize the curriculum model described below.</p> <p>If "no" is marked, provide evidence of the school's written curriculum including standards, assessments, differentiation strategies, etc. as an attachment (Attachment # _ Curriculum Model). Describe the research supporting the model.</p>
<p>The school will be using the model curriculum.</p>		
Curriculum - Pacing Guides	6.3b	<p>3) Provide a detailed description of the development process for pacing guides used in your school that includes the deconstruction of standards.</p>

In August all teachers will meet in Teacher-Based-Teams to discuss specifics from the curriculum provided pacing guides and then develop curriculum maps that will help keep teachers on track as they move through the curriculum. Teachers will take the essential parts of the standards and make sure that they are creating curriculum maps that incorporate these essential parts. We do this in August to ensure that any changes are made based on new staff, needs of students, OIP goals, and feedback from the previous school year. During these meetings teachers will create their curriculum maps for each class taught or each grade level they teach including all non-core subjects. This is also completed monthly throughout the school year. The academic coach and principal also schedule meetings monthly going over the pacing guide and corresponding curriculum maps.

Pacing Guides:

Once Teachers have finished creating their initial curriculum maps, they will use the curriculum developed pacing guides to ensure all standards will be addressed during the school year and that the curriculum maps take into consideration all parts of the pacing guides.

Teachers will follow the steps below once the curriculum maps are complete:

- Review/Sort anchor standards to ensure they are all addressed in the curriculum map and then also found on the pacing guide.
- Create objectives (deconstructed standards) in kid friendly language
- Choose the curriculum provided resources that addresses the standard including the online resources

There is a second portion of the monthly curriculum map/pacing guide for teachers to reflect more closely on scaffolding if data analysis suggests more instruction is needed which contains: 1. Academic Vocabulary 2. The previous grade level's standard 3. The next grade level's standard 4. Any obvious misconceptions the students may have had

Once the teachers have completed their template they will review their initial curriculum map and pacing guide and revise as necessary

The team will then meet twice monthly to review progress and make adjustments as necessary based on student needs and assessment data provided both in TBTs and benchmark assessments.

**Curriculum – Lesson  
Template**

**6.3b**

**4) Explain what specific components are to be included in model lesson plan templates and rationale.**

Teachers will turn in lesson plans weekly. The lesson plans will be reviewed by the academic coach and principal to ensure that effective teaching strategies are being implemented at all levels and that the curriculum is being followed with fidelity. The lesson plans are reviewed when they are turned in and feedback is given on a case by case basis if they do not have the proper items. Lesson plans must have the following items:

- Objectives: What are the deconstructed standards that students are expected to learn, written in kid-friendly language as learning targets.
- Standards: What Ohio Learning Standard is being covered?
- Materials Needed: What will the teacher need to ensure that the lesson is successful and accommodating to all students?
- Procedures: Outline of the lesson—including specific research based instructional strategies incorporated throughout the lesson
- Universal Design for Learning components that identify how the teacher will meet the needs of all students, with specific attention to the 20% of students with the lowest level of learning etc? These needs are based on pre-tests and the data gathered during the TBT (Teacher Based Team).

- Assessment: How will the teacher assess the student learning for the lesson stating the use of diagnostic, formative, and/or summative assessments. They must also state a variety of formal and informal assessment techniques (observation, discussion, activities, homework, tests, quiz, etc.) to collect evidence of students' knowlEdge Learning, Inc. and skills.
- LIM (Leader in Me) time is listed as well, being a Leader in Me School teachers must put what they are doing for LIM time. One day a week students will participate in DEAL group, which stands for Drop Everything and Lead. This time focuses on the social and emotional standards through being a Leader in Me School.

The rationale behind the current lesson plan template: The current template requires teachers to set specific goals and targets for their teaching based on Ohio's learning standards. It also requires staff to look at specific evidence-based strategies that will be incorporated throughout the lesson. The lesson plan also requires teachers to have an understanding of how they will differentiate within the lesson. The template is also directly linked to OTES requirements that teachers are required to meet during their formal evaluations.

**Curriculum - Alignment with Ohio Learning Standards**

**6.3b**

**5) Provide evidence of alignment of the school's curriculum model to the [Ohio Learning Standards](#), the [Ohio Strategic Plan for Education: 2019-2024](#), and the mission, vision, and philosophy of the school.**

All lessons will be aligned to Ohio's Learning Standards as they are the foundation that developed all courses of study at The Edge Learning, Inc. Academy. This ensures that the written curriculum, classroom instruction, and assessments of learning that evidence based research suggest make a powerful impact on student achievement. In all non-core classes the curriculum used is directly aligned to the Ohio State Standards in music, physical education, visual arts, and social emotional health and wellness.

The curriculum is also aligned to the mission, vision, and philosophy of the school by providing superior academic instruction and developing leaders who make educational growth each year. The curriculum meets the academic needs of the students by ensuring they are learning all of Ohio's Learning Standards and Social and Emotional Learning Standards thus making growth towards grade level and above. Students' progress will be demonstrated on the data from the state mandated assessments and the nationally normed assessment (I-Ready). Other data from the computer programs will support individual student progress. Additional curriculum provided assessments will provide data that will let teachers know if other resources are needed in order for students to achieve at a higher level.

**Curriculum - Literacy Skills**

**6.3b**

**6) Describe how the school will develop literacy skills across all ages, grades and subjects, as well as building the capacity for effective literacy instruction (i.e. search ODE [Ohio's Plan to Raise Literacy Achievement](#) Birth-12, January 2018 and [Ohio's Dyslexia Guidebook](#)). Describe how the school will monitor the implementation of literacy practices for fidelity and impact. Include instruction in foundational word**



		<b>recognition, language comprehension, and writing skills, as well as intervention methods for off-track students.</b>
<p>The Edge Learning, Inc. will be implementing Foundations as a Tier 1 support in all K-3 classrooms. This program is a structured reading, spelling, and handwriting curriculum using engaging, multisensory techniques. Foundations is aligned with the science of reading and guides teachers to provide effective instructional practices. Students in grades K-3 will continue using Heggerty as well. This will all be in addition to the core structured literacy curriculum <i>Wonders</i>.</p> <p>To meet the Dyslexia law, The Edge Learning, Inc. will utilize the diagnostic assessments in iReady along with the Literacy Tasks to identify students with dyslexia indicators and provide additional instruction and continued progress monitoring.</p> <p>Edge Learning, Inc. will also use a 3 tiered approach to develop literacy across all ages. The first tier is for our targeted students that receive direct instruction in the classroom utilizing the Universal Design for Learning Strategies. Tier 2 students are receiving additional instruction using iReady resources which are evidence based strategies that follow a structured literacy process. Students in grades 4 and 5 will use <i>Just Words</i>, which is a program that emphasizes phonemic awareness, phonics, word study, and spelling. Tier 3 students will be instructed in a smaller class size and receive additional interventions. Students will be able to gradually get reduced interventions and move into different tiers through evidence based testing with iReady and <i>Just Words</i>.</p>		
<b>Curriculum – Future Success</b>	<b>6.3b</b>	<b>7) Describe how the school will identify and support student's future success (i.e. focus on career, project-based learning, expanding work-based learning, career-tech/industry credentials, job shadowing and expanding pathways to graduation).</b>
<p>Edge Learning, Inc. currently integrates the College and Career Readiness standards as part of the Social Studies curriculum. The school also instituted a week-long job exploration unit where students can engage in job exploration and interview various professionals from the community. As The Edge Learning, Inc. follows the Ohio Model Curriculum, many career pathways are embedded into the curriculum standards that the teachers are using.</p>		

## **6.3c Instructional Delivery Methods and Resources/Materials**

**Instructional methods and resources are the ways and tools used to deliver the curriculum. *What strategies or techniques will be used to engage students in learning? What instructional resources and materials will the teachers and students be using, including technology?* With strong evidence and great detail, each of the following items should be addressed.**

Instructional Delivery Methods	6.3c	<p>1) Explain in detail the <u>primary</u>, evidence-based instructional delivery methods, strategies, and/or techniques (i.e. high yield instructional practices, project-based learning, computer-based, etc.) that will be used to provide daily instruction in your school to support success for all students.</p>
<p>The Edge Learning, Inc. will primarily use Universal Design Learning in connection with Marzano's nine instructional strategies for effective teaching and learning. To supplement Marzano's strategies, Edge Learning, Inc. is also using Universal Design for Learning strategies. These combined strategies, based on evidence, will ensure that the individual educational needs of all students are met, and to challenge all students to strive for academic excellence. Secondary from these strategies all teachers use in their classroom:</p> <ul style="list-style-type: none"> <li>• Formative Instructional Practices-Formative instructional practices including I can statements and strategic teacher questioning techniques will be used throughout the classrooms at Edge Learning, Inc.</li> <li>• Flexible skill based groups-based on summative assessments and nationally-normed assessments students are placed into RTI groups based on their current ability and specific skills in which they are deficient. The students are then progress monitored to check for growth and understanding.</li> <li>• Computer-based and/or assisted instruction- Throughout the classrooms at Edge Learning, Inc. the teachers use computer instruction in all core subjects as an additional instructional tool. It is mostly used when students are working in classroom stations as one of the activities they complete.</li> <li>• Cooperative learning- Throughout the classrooms at Edge Learning, Inc., cooperative learning is used when students complete tasks as a small group</li> <li>• Multimedia instruction-Within the daily instruction the teachers at Edge Learning, Inc. use a variety of multimedia tools including, reading and mathematics online systems directly linked to the current curriculum, overhead projectors, ELMOs, student computers, and other online programs to supplement the classroom instruction.</li> <li>• Universal Design for Learning strategies will be used to ensure that the teachers are reaching all students in their classroom at their level. It will provide multiple strategies to present content, a variety of materials used, teach multiple learning styles and provide flexible opportunities for assessment.</li> <li>• Marzano's nine instructional strategies for effective teaching and learning-Teachers use Marzano's instructional strategies such as identify similarities and differences, summarizing and note taking, reinforcing efforts, homework and practice, nonlinguistic representations, cooperative learning, setting objectives, generating and testing hypotheses, and using cues and questions.</li> </ul>		
Instructional Delivery Methods - Blended Learning Instructional Model	6.3c	<p>2) Is the school using a blended learning instructional model, as defined in section <a href="#">3301.079</a> of the Revised Code? If yes, check box. <input type="checkbox"/></p> <p><u>Blended Learning Requirements - please provide ALL of the following:</u></p> <p>a. An indication of what blended learning model or models will be used;</p>

		<ul style="list-style-type: none"> <li>b. A description of how student instructional needs will be determined and documented;</li> <li>c. The method to be used for determining competency, granting credit, and promoting students to a higher grade level;</li> <li>d. The school's attendance requirements, including how the school will document participation in learning opportunities;</li> <li>e. A statement describing how student progress will be monitored;</li> <li>f. A statement describing how private student data will be protected;</li> <li>g. A description of the professional development activities that will be offered to teachers.</li> </ul>
The Edge Learning, Inc. does not use the Blended Learning Instructional Model.		
Instructional Delivery Methods – Research Base	6.3c	<p>3) Provide the evidence-base for the primary delivery methods, strategies, and/or techniques including impact on population served. If applicable, include a detailed description of the school's credit flexibility policy. Refer to <a href="#">ESSA</a> definition of evidence based strategies. Provide documentation from the: <a href="#">What Works Clearinghouse</a>, <a href="#">Ed Trust</a> or <a href="#">Ohio's Evidence-Based Clearinghouse</a> for meeting level I or II criteria.</p>
<p>Formative Instructional Practices-research has shown that Formative instructional practices when implemented school wide will raise student achievement and overall success. I "can" statements and teacher questioning has been shown to increase student's achievement especially for students with disabilities. Benjamin S. Bloom "saw reducing gaps in achievement of various groups of students (low income and special education) as a simple problem of reducing variation in student learning outcomes" (Viegut D. 2006) Formative instruction has been proven research based and meets the definition for research based Per ESSA. The research shows that formative instructional practices have a moderate link for improving instructional for at-risk and low income students. Currently Akros is using the SIM's model as a formative instructional practice. This is Level 1 ESSA instructional practice <a href="https://essa.chrr.ohio-state.edu/strategy?id=88">https://essa.chrr.ohio-state.edu/strategy?id=88</a></p> <p>The State of Ohio has adopted challenging academic content standards and aligned academic achievement standards (referred to in this Act as "challenging State academic standards"</p> <p>Flexible Skill based groups for intervention: research has shown that flexible grouping can increase student achievement when used with frequent monitoring. According to ESSA, it requires that students' performance in subgroups be monitored frequently (ESSA 2016) According to The Study on Flexible Grouping by Velechko, 2016 " Most at-risk learners benefit from flexible grouping." This study meets the ESSA requirements of the research base by being an experimental study and showing statistical impact on student performance.</p>		

<https://scholarship.shu.edu/cgi/viewcontent.cgi?article=3287&context=dissertations> The research has shown promising evidence when used with at-risk and low income students.

Computer-based and/or assisted instruction-computer based instruction- engages students and has positive effects on achievement. According to the experiential study done by Kulik and Kulik "the effectiveness of CBI raises achievement of students with an even more substantial increase of achievement with special education students." (1999) This meets the ESSA requirement of being an experimental study which demonstrated a statistically significant effect on improving student outcomes, including students who are at risk and low income.

Cooperative learning- According to the study conducted by Durukah 2010 "cooperative learning has a positive effect on increasing reading performance specifically with special education students and low ses" This meets the ESSA requirement of being an level 3 study which has promising evidence from at least one well-designed and well-implemented correlational study.

Marzano's nine instructional strategies for effective teaching and learning-Researchers at Mid-continent Research for Education and Learning (McREL) have identified nine instructional strategies that are most likely to improve student achievement across all content areas and across all grade levels. Since the McREL completed research including experimental studies on Marzano's instructional strategies it meets the requirements of ESSA. All nine strategies meet the requirements of ESSA : Identifying similarities and differences, summarizing and notetaking, reinforcing effort and providing feedback, homework and practice, and cooperative learning have all shown to have a strong/large impact on low income and at-risk students. Marzano researched each of these evidence based strategies and noticed that they created results across all grade levels. This research was also a quasi-experiment which would relate back to ESSA Level 2.

[https://www.researchgate.net/profile/Robert\\_Marzano/publication/242760081\\_Meta-Analytic\\_Synthesis\\_of\\_Studies\\_Conducted\\_at\\_Marzano\\_Research\\_Laboratory\\_on\\_Instructional\\_Strategies/links/56f26c080aed354e57293b1/Meta-Analytic-Synthesis-of-Studies-Conducted-at-Marzano-Research-Laboratory-on-Instructional-Strategies.pdf](https://www.researchgate.net/profile/Robert_Marzano/publication/242760081_Meta-Analytic_Synthesis_of_Studies_Conducted_at_Marzano_Research_Laboratory_on_Instructional_Strategies/links/56f26c080aed354e57293b1/Meta-Analytic-Synthesis-of-Studies-Conducted-at-Marzano-Research-Laboratory-on-Instructional-Strategies.pdf)

Universal Design Learning- Universal Design for Learning (UDL) is not a single practice, but rather a framework that utilizes existing methods relevant to its principles for enhancing the learning of all students (Jiménez, Graf, & Rose, 2007). It encompasses three guiding principles: multiple means of representation – the 'what' of learning, multiple means of expression – the 'how' of learning, and multiple means of engagement – the 'why' of learning (CAST, 2011). These principles are 4 based on extensive research on the cognitive sciences and learning theory to make learning accessible to the maximum number of students (Stockall, Dennis, & Miller, 2012)

[https://www.theudlproject.com/uploads/8/8/1/9/8819970/2udl\\_action\\_research\\_essay\\_-\\_ivs\\_2014.pdf](https://www.theudlproject.com/uploads/8/8/1/9/8819970/2udl_action_research_essay_-_ivs_2014.pdf)

**Instructional Delivery  
Methods -  
Resources/Materials**

**6.3c**

**4. Identify resources and materials that will be in place at the school's opening in all core and non-core content areas, including technology. Refer to Ohio's Approved Curriculum List for Literacy Materials.**

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The Edge Learning, Inc. will provide the following items to staff:

- There is a chrome cart for every classroom with 25 chromebooks for student use
- ELMO 1 per classroom
- Projector 1 per classroom
- Online programs of Scholastic, Reading Rockets, Flocabulary, iReady for Reading and Math

Visual Arts: will have access to all art supplies needed based on what each grade level must cover in the standards. The teacher orders all supplies at the beginning of the year including by not limited to: crayons, markers, yarn, pencils, paper, glue, paint, brushes, clay, etc.

- Music: drums, sheet music, piano, music DVDs, and other instruments.
- Physical Education: basketball hoops, basketballs, soccer balls, scooters, foam bats and balls, golf supplies, footballs, tennis balls, dodgeballs, etc.
- Health and Wellness: Imagine Purpose Curriculum

Resources by Subject used to support Ohio's model curriculum:

Mathematics: The school is currently in the process of selecting a state approved Mathematics program. The choices are: My Math, eNvision Mathematics, and iReady Mathematics.

·Flashcards, counting blocks, base ten blocks, tangrams, protractors, rulers, calculators, etc.

English Language Arts:

- The Edge Learning, Inc. uses *Wonders* Reading. Information about alignment and program resources can be found here: <https://www.mheducation.com/prek-12/program/wonders-2020/MKTSP-BGA07M0.html#about>
- Scholastic News/Storyworks magazines for supplementation in Reading
- Flashcards, cvc games, leveled readers
- *Foundations/Just Words grades 4-5*
- *Heggerty*
- Magnetic Reading for Tier 2 support

Science: Houghton Mifflin Harcourt Science Fusion is utilized in grades 3-5 and has been selected using Ohio's Cognitive Demands for Science Table 1 in Ohio's Learning Standards for Science. (<http://education.ohio.gov/getattachment/Topics/Ohios-Learning-Standards/Science/ScienceStandards.pdf.aspx>)

Information about standards alignment can be found here: <https://www.hmhco.com/programs/sciencefusion/overview>

· Teachers will have access to lab kits aligned with the curriculum, microscopes, test tubes, magnifying glasses

Teachers in grades K-2 utilize the cross curricular connections provided in the Reading curriculum *Wonders*, in addition to Scholastic News.

Social Studies: This curriculum in grades 3- 5 is called Gallopade.The alignment for these standards can be found here:

[https://www.gallopade.com/Assets/PDF/catalogs/2022-2023\\_OHCat.pdf](https://www.gallopade.com/Assets/PDF/catalogs/2022-2023_OHCat.pdf)

Teachers in grades K-2 utilize the cross curricular connections provided in the Reading curriculum *Wonders*, in addition to Scholastic News.

Instructional Delivery Methods - Resources/Materials	6.3c	<b>5. Explain the selection, approval (including board) and change process for instructional resources and materials to be used by teachers and students, including technology.</b>
<p>The Edge Learning, Inc. will emphasize the instructional design of grade-level scope and sequence based on Ohio's Learning Standards. At the end of each school year a curriculum survey will be sent to all teachers, para-professionals, and administrators. The questions will cover what they are currently using in their classroom, what they think is working, what they think is not working and why. The survey results will then be reviewed by the principals, director, curriculum coordinator, and academic coach to analyze and decide if there is a need for an updated curriculum to better meet the needs of students at Edge Learning, Inc. and if they are meeting Ohio's Learning Standards. If based on the survey results and administrative data analysis there is a need for new and/or updated materials the following steps will be taken:</p> <p>Teachers will follow the change process below for selecting new instructional resources:</p> <ul style="list-style-type: none"> <li>· select the material that is wanted (software, websites, and/or books) this also includes all computer and technology hardware</li> <li>· Submit the materials to the curriculum coordinator</li> <li>· Curriculum coordinator will then research the materials to ensure that they are research based and appropriate for the student objectives and learning standards for the grade level and content of need. The materials selected will be from ODE approved vendors which are all aligned to state standards. The coordinator will then request samples of the materials for teachers to review.</li> <li>· The teachers will use the Materials Matter rubric and school created rubric to review and rate the samples.</li> <li>· The Academic Coach will then send the rubric results to the director who will bring all information to the board for final approval. The board will have the final approval for large orders and anything over \$10,000 with treasurer approval with superintendent for anything over \$3,000 and less than \$10,000</li> </ul>		

<b>6.3d Continuous Improvement and Professional Growth</b> <b>Schools must improve instructional practices and student performance on a continual basis. With strong evidence and great detail, each of the following items should be addressed.</b>		
Continuous Improvement	6.3d	<b>1) How will the school develop, monitor, and evaluate a school improvement plan using the <a href="#">Ohio's Improvement Process</a>. Describe the structures and processes to support the improvement planning.</b>
<p>The district leaders worked together over the summer to create the following steps for the OIP based on the school report card data and areas of need:</p> <ul style="list-style-type: none"> <li>• Teacher Based Teams work bi-weekly to review current implementation of curriculum and identify gaps in current curriculum and complete a meeting sheet providing information discussed.</li> </ul>		

- Teacher Based Teams and Community School Leadership Team meet monthly to review student data and make instructional decisions based on the most current data available.
- Teacher Based Teams, Curriculum Coordinator, and Academic Coach meet annually to review curriculum maps and current curriculum being implemented.
- The Community School Leadership Team and the administrative team conduct informal evaluations to ensure that research-based instructional strategies are being implemented with fidelity.
- Surveys are given periodically to teachers to ensure continued effectiveness of the Continuous Improvement Plan
- Teachers will be given a yearly survey to complete. The survey will have the teachers review the curriculum, instructional strategies, resources, materials, and technology. The administrative team will then review the surveys to look at the areas of concern/need. The administrative team will then share out with staff changes that will be made to meet the needs and concerns of the staff.
- At the end of the year the staff will meet in an all staff meeting to discuss the effectiveness of the school's leadership structure. The administrative staff will then review comments from staff to make changes for the next year.
- The process will be documented in TBT and CSLT team agendas and notes. The Process will also be documented and shared out at the Board meetings throughout the school year. We were unaware of the reboot of the OIP. With Akros being a Focus school our ESC gives us updates to any new OIP information which was not done. We are willing to get the director/superintendent, building principals and special education director trained in this reboot. Once trained, we will provide professional development to the teachers in a top down approach to the training.

The school will follow the steps above to ensure that the school is following the Ohio Improvement Process to ensure that all aspects of the five step process are being followed. The CSLT will meet every summer to review the school's improvement plan: the team will rewrite the SMART goals as needed and analyze end of year benchmark and state assessment data to decide if our goals were achieved, and if not what process (professional development, different instructional strategies, or instructional teams) needs to be added or taken away to ensure that the following year the goals set by the CSLT and reviewed by the staff weekly will be met. The TBTs will continue to link their data to the school improvement goals to ensure that all staff members are actively involved with the constant improvement of the school. The plan is developed by the CSLT team using data to make decisions around the goals for the school year. It is continuously monitored by the CSLT team and the director reports the findings to the school board on how the school is meeting the OIP goals.

Ohio Teacher Evaluation System (OTES)	6.3d	<p>2) Confirm implementation of the <a href="#">Ohio Teacher Evaluation System (OTES)</a> or an alternative aligned to <a href="#">Ohio Standards for Educators</a>.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Teacher Evaluation System. Please identify what credentialed individuals (job title) will be conducting the evaluations?</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p>
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		<p>3) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Educators and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>The Edge Learning, Inc. Superintendent/Director, Principal, and Special Education Coordinator (all OTES Credentialed evaluators) will use the Ohio Teacher Evaluation System; the school will utilize the OTES 2.0 framework.</p>		
Ohio Principal Evaluation System (OPES)	6.3d	<p>4) Confirm implementation of <a href="#">Ohio Principal Evaluation System</a> and <a href="#">Ohio Superintendent Evaluation System</a> (if applicable) or alternative aligned to <a href="#">Ohio Standards for Principals</a> and <a href="#">Ohio Standards for Superintendents</a>.</p> <p><input type="checkbox"/> Yes, the school will implement the Ohio Principal Evaluation System and the Ohio Superintendent Evaluation System.</p> <p><input type="checkbox"/> The school will implement an alternative evaluation system as described below.</p> <p>5) If an alternative evaluation system is used, provide evidence of alignment to Ohio Standards for Principals and Ohio Standards for Superintendents and connection to accountability for student performance. What credentialed individuals (job title) will be conducting the evaluations?</p>
<p>The school board approved evaluating the superintendent through the use of the Ohio Superintendent Evaluation and the superintendent is trained in OPES 2.0 and will use the OPES 2.0 framework to evaluate all principals.</p>		
Local Professional Development Committee	6.3d	<p>6) Discuss development and implementation of Local Professional Development Committee, including bylaws, committee membership, roles and responsibilities, processes and procedures, Individual Professional Development Plan (IPDP) template, etc.</p>
<p>The LPDC plan is currently being implemented in the school for all teachers. At Edge Learning, Inc., the use of LPDC is used with all professionals that hold a license. Yearly a team is selected to be part of the LPDC committee and meet monthly to review status of teacher and professionals licenses and to sign off on instructional hours completed by staff members at the school. The LPDC follows the guidelines set forth by ODE <a href="http://education.ohio.gov/Topics/Teaching/Professional-Development/LPDC-s">http://education.ohio.gov/Topics/Teaching/Professional-Development/LPDC-s</a></p>		
Resident Educator Program	6.3d	<p>7) Discuss implementation of <a href="#">Ohio's Resident Educator Program</a> in the school (i.e., mentoring process, meetings, monitoring of work completed, timelines, ratios of mentor to mentees, etc.).</p>



The resident educator system is currently being implemented throughout the school for all teachers who qualify under the resident educator license.

<http://education.ohio.gov/Topics/Teaching/Resident-Educator-Program>

All new teachers are assigned an Ohio State trained mentor that is onsite by August 1<sup>st</sup>.

Teachers hired mid-year would not be eligible for the RE program because they do not meet the criteria of working during the school year a minimum of 120 days as defined in Ohio Revised Code 3319.09 and the registration process begins between August 1 and November 15 of each year, the Program Coordinator for the district/school will register eligible REs in the ODE CORE database.

The Edge Learning, Inc. will provide orientation to the RE Program for Resident Educators, mentors, and building leaders with the following requirement for supporting RE years 1-2

Year 1: Assign 1 mentor (that is trained and on site) to 3 or less REs; formative Progress Review (FDR) with mentor and Resident Educator

Year 2: Work with all resident educator teachers to prepare to take RESA. During this time the Academic Coach, Superintendent/Director, or Building Principal (trained facilitator) will give a general overview of the format, expectations, requirements and timelines; use of facilitative and reflective questions to lead Resident Educators to deeper understandings about their practice and to promote reflection and self-assessment. The facilitator will also engage candidates in formative experiences (e.g., assignments analyzing their instruction, assessing student work, written critical reflections, practicing and receiving feedback on the three types of writing) in preparation for the RESA and a lifetime of reflective practice.

Year- long support that all resident educator receive:

- Monthly all resident educator and mentor meetings
- Formal and informal observations by mentor
- Online tool to input all paperwork needed for each year in the resident educator program-monitored by mentor and the program coordinator

**Professional Development Plan for Teachers**

**6.3d**

**8) Using the [Ohio Standards for Professional Development \(adopted 2015\)](#), describe the process for how the school will *develop, implement, and evaluate* a differentiated professional development plan for teachers informed by student data, curriculum needs, OTES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.**

Each year a professional development plan will be created for the next school year. The administrative team will look at the following to decide what professional development will be needed:

- OIP goals- did we meet our goals? And if not, what professional development would help the school achieve them?
- Curriculum- if a new program is purchased the administrative team will work with the vendor to provide appropriate professional development for the staff that will use the new program.
- IPDP- work with the LPDC team to decide what professional development is needed to meet teacher's goals.
- Resident educator- work with the program coordinator to decide the needs of the resident educators and what professional development will be provided to the teachers in the program.

- Look at iReady assessments, OST data, TBT data, and classroom assessments to see where students are not meeting grade level expectations and provide professional development in those areas to help increase teacher knowlEdge Learning, Inc. and skills to help increase student performance.

Once the administrative team has gathered all the data they will work with vendors, outside professional development providers, and school staff to provide appropriate professional development throughout the school year.

Once the administrative team has collected data about professional development needs/wants for the following school year the team will look at OTES and OPES professional goals to see what areas of need there are of the current staff structure at The Edge Learning, Inc. at the professional development that is provided in August and throughout the remainder of the year is aligned with the Ohio Standards for Professional Development. The team will create a rough draft of what professional development will be offered and the director and curriculum coordinator will ensure that it falls into one of the 7 standards including learning communities, leadership, resources, data, learning designs, implementation, and outcomes.

The administrative team will ensure that the professional development is differentiated based on individual teacher needs. The team will look at OTES data and iReady assessment data to find gaps in teacher's instructional practices. The team will then determine based on individual teacher needs what professional development should be provided that is linked to the schools OIP goals and will meet the needs of the low socio economic status of students that the teachers will be instructing. The administrative team will ensure implementation of the professional development through formal and informal observations in the OTES and OPES system. The CSLT will then look at the data to see if the professional development that is being implemented is having a positive correlation on student achievement. The CSLT will also review data to ensure that the school's OIP goals for Math and Reading are being achieved. If not, the CSLT and administrative team will decide the best way to implement research-based strategies to better assist our staff and students.

### Professional Development Plan for School Leaders

6.3d

9) Using the [Ohio Standards for Principals](#), describe how the school will *develop, implement, and evaluate* a differentiated professional development plan for school leaders informed by student data, curriculum needs, OTES, OPES, IPDPs, Resident Educator Program, etc. and how it will link to the school's continuous improvement plan.

When we look at developing a professional development plan we must first look at student needs based on the data that is shown. The data will be from many sources such as data gathered during walkthroughs, OTES, OPES, iReady testing, and OST tests(Indicators 4.1.1, 4.1.2, 4.2.2, 1.1.1, 1.3.1). We will look at what gaps in learning are occurring as a team of school stakeholders(indicators 1.2.2, 1.3.2, 2.3.2, 3.2.1, 4.2.2). As we take those gaps we will look at programs that are research valid that will ensure student success(indicators 4.2.2,4.2.3,1.3.2,3.1.2,7.2.2).

Many of these research valid programs are centered on several years of work in order for the school to see growth. Once we have determined a program, the stakeholder team will send out a survey to the professionals asking about what they know about the program and how it would help them professionally(indicator 1.3.1,1.3.2,2.1.2,3.1.2,5.3.1). The stakeholder team will then look at the program to see if that program will fill in the gaps that the school and professionals need. Once this is all determined, we will make sure that our budget will allow the program and make the necessary contacts needed. If we need grant money for the program we will work as the team to write any grants in order to procure the program needed. Once this is all taken care of, we will have professional development from that program. At the end of the professional development we will have the

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professionals fill out a survey. The administrative team will ensure implementation of the professional development through formal and informal observations in the OPES system.

<b>School Calendar</b>	<b>6.3.1</b>	<b>9) Provide the proposed school calendar, including how parents and students will be notified. It must be comprehensive with professional development and assessment days, vacation days, and number of hours the school will be in session. The school calendar will need to be submitted annually by a due date established yearly for approval by the Sponsor and ODE. Once the calendar is approved, changes can only be made for limited reasons with approval of the sponsor and ODE, and may require a corrective action plan.</b>
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It will be posted on the school website and sent home to each parent, board member and staff member.

<b>Bell Schedule</b>	<b>6.3.1</b>	<b>10) Provide the school's proposed bell schedule(s). The bell schedule must incorporate all core and non-core content areas. The schedule must demonstrate common planning time for teachers. Please include the number of hours per day. If additional services are provided, such as after-school tutoring, include these on the schedule.</b>
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Kindergarten		1st Grade		2nd & 3rd Grade		4th & 5th Grade	
7:30-7:50	HR/Breakfast	7:30-7:50	HR/Breakfast	7:30-7:50	HR/Breakfast	7:30-7:50	HR/Breakfast
7:50-8:00	Announcements	7:50-8:00	Announcements	7:55-8:25	LIM/Morning Meeting	7:50-8:00	Announcements
8:00-8:20	Morning Meeting & LIM	8:00-8:20	Morning Meeting & LIM	8:25-9:55	Reading	8:00-8:20	Morning Meeting & LIM
8:25-8:55	Reading Groups	8:25-8:55	Reading Groups	10:00-10:30	Reading Groups and SPED	8:20-9:20	4A/5A Reading 4B/5B Math
9:00-10:30	Reading	9:00-10:30	Reading	10:35-11:00	RTI and SPED	9:25-9:55	4A/5A Reading 4B/5B RTI and SPED
10:35-11:35	Math	10:35-11:35	Math	11:05-11:35	Lunch	9:55-10:30	4A/5A Social Studies 4B/5B Science
11:35-11:50	Flex time--iReady?	11:35-11:50	Flex time--iReady?	11:35-11:50	Extra Recess	10:35-11:35	4B/5B Reading 4A/5A Math
11:50-12:20	Lunch	11:50-12:20	Lunch	11:55-12:40	Specials	11:35-12:10	4B/5B Reading 4A/5A RTI and SPED
12:20-12:35	Extra Recess	12:20-12:35	Extra Recess	12:45-1:45	Math	12:10-12:20	iReady iReady
12:45-1:30	Specials	12:45-1:30	Specials	1:50-2:20	Science/Social Studies or SPED	12:25-12:55	Lunch Lunch
1:35-1:55	RTI	1:35-1:55	Science/Social Studies	2:30	Dismissal	1:00-1:30	4B/5B Social Studi 4A/5A Science
2:00-2:25	Science/Social Studies	2:00-2:25	RTI			1:35-2:20	Specials
						2:30	Dismissal

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### 6.3e Prevention and Intervention Policy

A *Comprehensive System of Learning Support Guidelines*, an Ohio State Board of Education approved document (link provided below), provides direction for foundation and intervention services to students to assist with the development of necessary systems to meet the unique needs of students.

<https://education.ohio.gov/getattachment/Topics/Other-Resources/School-Safety/School-Safety-Resources/Comprehensive-System-of-Learning-Supports-Guidelin/Brochure-fulfillingthepromise.pdf.aspx>

Appropriate implementation of the guidelines will result in school meeting or exceeding RC 3313.6012 requirements to (1) provide diagnostic assessment procedures, (2) provide intervention services based on the results of the diagnostics, (3) collect data regularly, and (4) use the data to evaluate the effectiveness of the interventions. Please provide strong evidence and specific details to address the items below.

Prevention and Intervention Plan	6.3.2	<p>1) Describe a whole-child model for meeting students needs related to health, safety, engagement, personalized learning and prepared for success.</p> <p>2) Describe the school's <a href="#">multi-tiered educational services</a> policy, plan and procedures to provide early detection and intervention for your at-risk (NOT identified special education students) experiencing academic and/or behavior problems, and address the needs of <u>ALL</u> students (i.e. limited English proficient, gifted, Third Grade Reading Guarantee, homeless, lowest achieving 20%).</p>
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Procedures for Using Diagnostic Assessments to Measure Student Progress in Accordance with Academic Standards: The school administration shall assess student achievement and needs in all program areas in compliance with State law and the rules adopted by the State Board of Education. The purpose of such assessments will be to determine the progress of students and to assist them in attaining student performance objectives and the educational achievement goals of this school.

School administration and staff shall administer the state-mandated tests to students at the times designated by the State Board of Education. The Board may, for medical reasons or other good cause, excuse a student from taking a State-mandated test on the date scheduled, but any such test shall be administered to such excused student within the testing window.

The school board shall require that all staff have knowlEdge Learning, Inc. of the prescribed standards of ethical assessment practice and shall monitor the assessment practices for compliance with these standards. These duties shall include:

- A.communicating standards of ethical assessment practice;
- B.communicating security procedures for assessment;

C.establishing procedures for reviewing assessment materials and procedures and assessment preparation materials and procedures;

D.establishing channels of communication that allow staff, students, parents, and other members of the community to voice concerns about assessment practices;

E.establishing written procedures for investigating complaints, allegations, and/or concerns about assessment practices, protecting the rights of an individual, the integrity of an assessment, and the results of an assessment.

At least three times annually, staff members will assess the academic achievement and learning needs of each student. Procedures for such assessments may include, but need not be limited to, teacher observations, cumulative student records, student performance data collected through standard testing programs, and physical examinations.

### B. Plan for the Design of Classroom-Based Intervention Services to Meet the Instructional Needs of Individual Students as Determined by the Results of the Diagnostic Assessments

For any student who fails to receive a proficient score on the diagnostic testing, the school staff will meet to decide what interventions will be provided for the student. Staff members will work with students to set a realistic and attainable goal in the area of their deficiencies.

The school shall provide academic intervention services in pertinent subject areas to students who score below the proficient level in English language arts, mathematics, social studies, or science in the diagnostic testing.

The school will provide varied levels of intervention dependent upon student scores and staff recommendation. Teachers hold i-weekly team meetings where they review student data and look at their students in specific tiers to see if students are meeting the goals of that specific tier.

Tier 1 services are preventive and proactive practices and supports designed for basic remediation and will include such services as, but not limited to: proximity to teacher, avoidance of distracting stimuli, simplification of multi-step directions, providing visual aids, provide open-book or take home tests, adjusting privileges, rewards and/or consequences, and other interventions deemed necessary by staff or school administration.

Tier 2 services are for those students that scored progressively lower on their diagnostic assessments or students not making adequate progress in the core curriculum subject areas who are then provided with increasingly intensive instruction matched to their needs on the basis of levels of performance and rate of progress. These interventions include but are not limited to: daily behavioral form, teaching social skills, use of sensory tools, using non-verbal cues and signals, small group instruction, one-on-one instruction as needed, and other interventions deemed necessary by staff or school administration.

Tier 3 students receive small-group and/or individualized, intensive interventions that target the student's skill deficiencies for the remediation of existing problems as well as the prevention of more severe problems. These interventions include but are not limited to: utilization of sensory tools,

behavior intervention plans, one-on-one instruction, social skills training, individualized schedule, structured seclusion time, daily behavior forms, and other interventions deemed necessary by staff or school administration.

In all tiers, staff is required to monitor growth using data from diagnostic tests, personal observations, cumulative student records, student performance data, summative and formative assessments given by a core subject instructor, and any other data collected as deemed relevant by school administration.

In all tiers, staff shall use data to differentiate instruction and interventions consistently for all students and evaluate effectiveness of interventions used.

**D. Procedures for Using Student Performance Data to Evaluate the Effectiveness of Intervention Services and, If Necessary, to Modify those Services**

Staff shall execute continuous progress-monitoring for each student placed into a tier 1,2, or 3 intervention and report their findings to school administration. This progress-monitoring should be completed at least twice a month and may consist of, but not limited to: teacher observations, curriculum assessments, diagnostic assessments, and state testing.

School administration and staff will assess student's progress quarterly toward meeting their intervention goal(s) and determine if the current interventions should be continued or if other interventions must be established within/among the student's current intervention.

The School provides instruction for all students. All students receive Tier 1 support in the classroom and are for the entire population. For a certain percentage of students the Tier 1 supports are not effective and students need more support to be successful.

**Tier 1: -Core Academic/Behavior for the entire population**

**Academics:** All students in Tier 1 receive high quality research based instruction from certified general education teachers in the core curriculum. The core curriculum provides the foundation for which all strategic and intensive intervention are formulated. Tier 1 instruction occurs in the general education setting with teachers giving special attention to the needs of the students through differentiated instruction which are directly aligned to the state standards.

**Behavior:** School wide PBIS expectations are aligned to tier 1 interventions and used for all students. They map out procedures and processes through a set of behavioral expectations for the entire school.

Universally Screen ALL STUDENTS (iReady)

**\*\*Approximately 20% of students may need additional support \*\***

Tier2: Intervention (20% of the population) as identified by universal screener and agreed upon by the MTSS team. All students in Tier 2 must have weekly documentation of attendance and supports utilized with bi-monthly progress monitoring.

Academics: Students in Tier 2 receive specific research based targeted instructional strategies. They can be provided in the general educational classroom or small group setting. Students will be progress monitored bi-monthly using a school wide assessment program.

- Phonics instruction (Foundations)
- iReady toolbox
- iReady personalized pathway
- Small group
- Tactile learning tools

Behavior: Students in Tier 2 receive specific research based targeted strategies to decrease problematic behaviors/difficulties within the classroom.

- Parent contact
- Structured schedule
- Behavioral contract
- Change of instructional placement
- Check in/Check out
- Modeling correct behavior
- Pre-corrections

Tier 3: Intensive Intervention (5% of population). This does not mean students will qualify for special education referral or that students in Tier 3 are only special education students.



Academics: Students in Tier 3 receive intensive interventions based on the need for increased individualized specific targeted interventions that is not being met with Tier 2 interventions. Students focus on more specific skills that pose the greatest barrier to the acceleration of student learning.

- Individual or very small group instruction with Intervention Specialist
- Increased time of practice
- Increased feedback
- Increased scaffolding of content

Behavior: Students in Tier 3 receive individualized intensive instruction based on students specific behavioral needs. Students in Tier 3 typically have 60% more discipline incidents as identified by the behavioral support team than Tier 1 students.

- Functional Behavioral Analysis
- Behavioral Improvement Plan
- Targeted Instruction

If a student has shown little to no growth, administration and staff may move the student to the next tier for more intensive interventions.

**6.4a Goals and Performance Indicators**

The school will be required to show progress toward meeting the goals established in its school improvement plan. The school improvement plan will be reviewed at monthly board meetings and updated as needed. Revised plans will be submitted to the Sponsor.

Schools newly chartered with Charter School Specialists will establish an school improvement plan by September 30<sup>th</sup>.

The sponsor will provide accountability standards, which include but are not limited to, all applicable report card measures set forth in R.C. 3302.03 or R.C. 3314.017.

### 6.5 Assessment Plan

The Assessment Plan should enable the school to make an accurate reference as to what students should know and be able to do. It should align to the desired learning outcomes of the curriculum.

#### Nationally Normed Assessment

6.5

1) St. Aloysius requires its sponsored schools to identify and utilize at least one nationally normed, [ODE approved standardized testing tool](#). It is mandatory that the assessment be administered a minimum of twice per year and the administration should be identified on the school calendar. Which Nationally Normed Assessment will be used? Discuss rationale for assessment selection and the relationship to Student Growth Measures (OTES and OPES). Nationally normed assessment data and a comprehensive written analysis will be due to the sponsor by June 30<sup>th</sup> of each year.

The school will be using I-Ready assessment for the nationally normed assessment. The components of this program include the following:

- The assessment is individually normed to ensure every student has a different test and based on the ability of the student, the questions get easier or harder until the mean of the student ability is reached.
- The program provides progress monitoring which will be given monthly to progress monitor all students who are in RTI and special education students
- The Diagnostic assessment will be given 3 times a year as a benchmark in fall, winter, and spring
- This assessment tool was chosen because it is an ODE approved vendor. The assessment will be used for the student growth measure for all teachers who do not have value added data in the OTES system. It will also be used for part of the data in OPES.

#### Ohio's State Assessments

6.5

2) All required state assessments must be included in the school's assessment blueprint and calendar. Confirm use of specific state tests, how the data will be collected and distributed to Board of Directors, staff, students, parents, and how the results will impact professional development and [Ohio Improvement Process \(OIP\)](#) goals and strategies. These may include required grade level state assessments, End of Course Exams, Industry Credentialing, ACT/SAT, WorkKeys, OELPA, and Kindergarten Readiness Assessment.

All state assessments will be given to all students that are eligible: including but not limited to the OELPA, Alternative Assessment, Ohio's State Assessment.

- I-Ready assessment for diagnostic week of August 26th

-3-8 ELA State assessments: March 24-April 25

-3-8 math and science state assessments: weeks of March 31-May 9

Data is collected when scores become available. The administrative team looks at all data and distributes it to the board in the summer board meeting, to parents during open house, and teachers during August training dates. As the administrative team analyzes the data, they review the OIP and look at areas of focus for August training. Teachers use this data throughout the school year to differentiate their teaching to meet the needs of all students and structure their lessons making sure they are “hitting” the main objective in the content standard.

### Formative Assessments

6.5

**3) Describe the process for developing formative assessments that includes gauges of all learning domains (social-emotional), sharing data across grade levels and with students and parents, and how results will impact instructional strategies, practices, materials selection and professional development.**

Formative instructional assessment practices will be implemented in all classrooms throughout The Edge Learning, Inc. The teachers will use formative assessment tools such as; exit tickets, thumbs up or thumbs down, Parking Lot questions from students, etc. Parents will receive updates on student progress mid-way through the grading period.

The data collected in TBTs from formative assessments will be analyzed and will impact what student needs are within each TBT band and what instructional strategies/tools are having the most positive impact on student achievement. The data analyzed will also allow the CSLT team to look at and decide if there is a need for professional development in certain areas based on student data.

### Non-Academic Measures

6.5

**4) Describe non-academic measures such as parent and student satisfaction surveys, student interest surveys, etc. that might inform school practices and program effectiveness.**

At the end of each school year, parent and student surveys are sent home as well as a research based Measurable Results Assessment (MRA) through Leader in Me. The surveys are then reviewed over the summer to analyze feedback about the school including program effectiveness. These surveys are created by the director and through Leader in Me.

### Diverse Measures of Student Performance

6.5

**5) Identify diverse ways to measure student performance beyond standardized assessments that include tools such as student portfolios, capstone projects, presentations or performance-based assessments.**

Edge Learning, Inc. is using student leadership portfolios through Leader in Me.

## 8.1 Organization and Staffing

Personnel and understanding of roles and responsibilities are critical for successful school operation. Please provide strong evidence and specific details to address the items below.

Organizational Chart	8.1	1) Provide the school's organizational chart with clear identification of all positions including fiscal officer, EMIS and Management Company (if applicable).
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see attachment

Roles and Responsibilities	8.1	2) Describe the roles and responsibilities of school staff aligned to the organizational chart and mission, vision, and philosophy of the school: a) administrative, b) teaching, c) specialized, d) contracted services (i.e. speech and language pathologist, school psychologists, etc.), e) <b>Structured Literacy Specialist</b> , f) other. <i>Please only include job titles.</i>
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- The Board of Directors is responsible for developing the policies and procedures of The Edge Learning, Inc. and ensuring that the operations of the school are in line with the policies.
- The Director is responsible for the educational operations and reports to the Board of Edge Learning, Inc..
- The Principal is responsible for overseeing the daily activities of the teachers and instructional aides and providing feedback regarding their performance to the director.
- The Special Education Director is responsible for overseeing the daily activities of the intervention specialists, reviewing student IEP's, and assisting teachers with student instructional needs.
- The teachers, instructional aides, office staff, administrators, and academic coach report directly to the Director.
- The academic coach is responsible for the lesson plan integrity (are the staff using the appropriate Ohio Content standards) and working directly with the teachers to ensure that students are getting the content and instruction needed.
- The Treasurer maintains the school finances and makes sure the school is fiscally responsible per all Ohio regulations. They report directly to the Board of Directors.
- The teachers are responsible for maintaining student records and following all school policies to ensure the academic success of all students.

The school contracts out their OT, PT, speech therapy and school psychologist. Their contracts are board approved and reviewed at the end of each year to assure that the services being provided meet the needs of the students and staff. The contracted staff reports to the director and special education director.

Recruitment and Retention Plan	8.1	3) Describe the plan to recruit, retain and train highly qualified personnel including how the school will meet the goals identified in Ohio's 2015 Plan for Equity at ODE's website at:
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## 2024-2025 St. Aloysius Sponsorship Education Plan - Charter Attachment

		<a href="https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx">https://education.ohio.gov/getattachment/Topics/Teaching/Educator-Equity/Ohio-s-Teacher-Equity-Plan-and-EDHEE-Analysis-Tool/Ohio-s-2015-Plan-to-Ensure-Equitable-Access-to-Excellent-Educators102615.pdf.aspx</a> .
<p>Recruitment and Retention Plan</p> <p>In effort to meet the goals of Ohio's 2015 Plan to Ensure Equitable Access to Excellent Educators, The Edge Learning, Inc. will develop and follow the plan listed below:</p> <ul style="list-style-type: none"> <li>-Edge Learning, Inc. will engage in targeted professional development that is based on findings from OTES/OPES. This will help to impact teacher performance in those areas of targeted professional development.</li> <li>-The academic coach will provide guidance and support as needed in efforts to increase effective instruction, assessment and school improvement scores.</li> <li>-Edge Learning, Inc. will incorporate higher education partnerships for professional development and clinical field experience opportunities.</li> <li>-The administrative team will begin in April looking at the staffing needs for the upcoming school year based on the current staff filling out their intent to return forms. Once the administrative team has reviewed the intent to return they will go to various teaching job fairs and post open positions to K12hotjob. The team will begin to review resumes in May and have interviews completed by end of May to ensure offer letters to returning staff and new staff are given to all members on or before the last day of school for staff.</li> <li>-Edge Learning, Inc. provides a yearly returning bonus to staff with an additional bonus after every 5 years.</li> </ul>		
<b>Student/Teacher Ratios</b>	<b>8.1</b>	<b>4) State the student/teacher ratios for the school. <i>Ratios can be no more than 29 students to 1 teacher (29:1).</i></b>
The current student/teacher ratio is 21:1.		
<b>Staffing Plan for Projected Enrollment</b>	<b>8.1</b>	<b>5) Describe the staffing plan (for the next 5 years) based on the projected enrollment and differentiate between certified teaching, para-teaching, and non-licensed staff.</b>
<p>Staffing Plan</p> <p>For the purpose of allocating funds and meeting the needs of the students at Edge Learning Inc., it is important to set up a procedure that will be as fair and accurate as possible. The following procedure is used:</p> <p>Step 1 Calculate enrollment and trend projections from the previous four years using EMIS Data (knowing that The Edge Learning, Inc. has a max capacity of 250)</p> <p>Step 2 Project next grade memberships for 2024-2025 school year.</p> <p>Step 3 Review special education needs for the upcoming school year</p>		

Step 4 Look at staff intent to return forms to see if anyone plans on retiring, leaving, or wants to move to a different position

Step 5 Once all data has been reviewed by the administrative team, director, and human resources manager a needs assessment will be created for the upcoming school year. The needs assessment will be broken into 3 categories: 1. Certified staff 2. Non-licensed staff 3. Para professionals and 4. Administrative needs

Step 6 After the needs assessment has been completed the administrative staff will place teachers in positions based on their qualifications and placement preferences. If there is a large change in enrollment more or less paraprofessionals and title one teachers may be needed

At The Edge Learning, Inc. we currently budget the staffing for 240 , but we can hold 250, so unless the number of students receiving special education services increases we will have enough staff to cover the number of students projected.

The five year forecast for enrollment and staffing with the FTE's below staff can remain year after year the same with 26 instructional staff members, 1 principal, academic coach, special education director, superintendent, EMIS coordinator, and secretary.

24/25 FTE 235

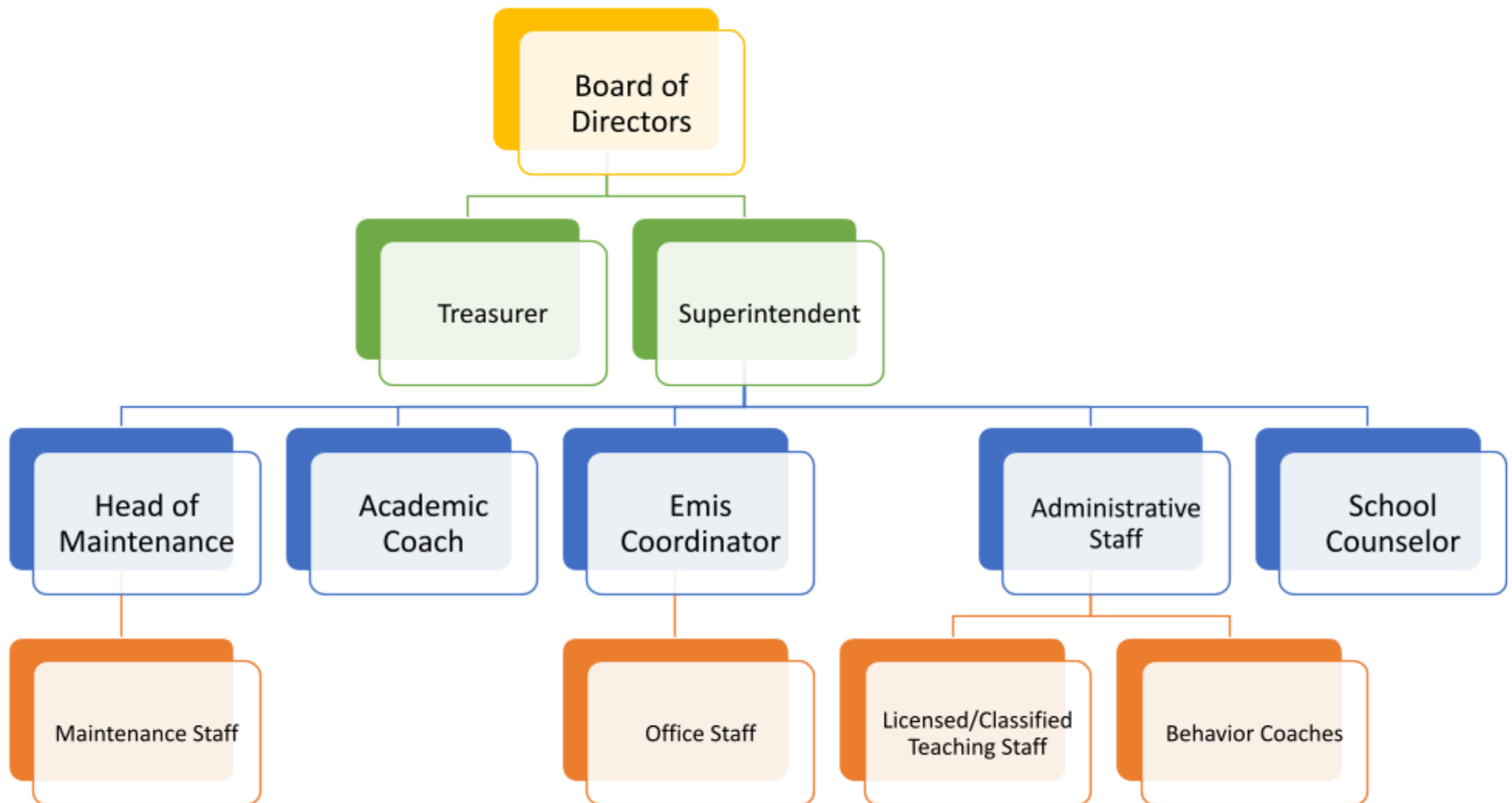
25/26 FTE 245

26/27 FTE 250

27/28 FTE 250

28/29 FTE 250

# Edge Learning Inc. / Akros Middle School / AkroTech High School Organization Chart





# Edge Learning Inc. / Akros Middle School / AkroTech High School

## Organization Chart

### Lines of Authority and Responsibilities:

-**Board of Directors** is responsible for developing the policies and procedures of the school and ensuring that the operations of the school are in line with the policies.

-**The superintendent** is responsible for the educational and business operations and reports to the board. The administrators, head of maintenance, EMIS coordinator, academic coach, and school counselor directly report to the superintendent.

-**The treasurer** reports directly to the Board of Directors. The treasurer and superintendent are accountable directly to the Board of Directors and each other

-**The superintendent and treasurer** will report the budget monthly at the board meetings to keep the board of directors informed of the current budget.

-**The administrative staff (principals and dean of students)** will oversee the daily activities of the teachers and instructional aides and provide feedback regarding their performance to the superintendent. The administrative team will be in charge of ensuring current operating budget and cash flow is being reviewed and analyzed monthly to ensure that the school is being fiscally responsible.

-**Special Education director** will oversee the daily activities of the special education department and the daily activities of the intervention specialists. They will ensure that the school is following all federal and state laws for special education and keep the school in compliance.

-**The EMIS coordinator** will ensure that the school is being funded on the correct amount of FTEs and all enrollment information will be communicated to the board of directors by the superintendent.

-**The academic coach** will oversee and coach the academic procedures and performances of the instructors in the building. They will report to the administrative team and the superintendent.

-**Licensed/classified staff** will be providing high quality instruction to the students. They will report to the building principal.

-**Maintenance** will clean and maintain the upkeep of the building and the surroundings of the building. Maintenance will report to the maintenance supervisor and receive funds from the superintendent when needed.

-**Office staff** will maintain student files, run attendance, operate the school phone lines, and communicate to all involved parties. The office staff reports to the EMIS coordinator.

-**The entire team** will be actively involved with the marketing and recruitment of students.

## Performance Framework

This framework describes a comprehensive system of monitoring a community school's performance and compliance. This rigorous framework will be used to inform renewal and revocation decisions. The goal for each school is to achieve a 75% or greater of the available points based on academic, compliance/operations and financial performance. The Sponsor believes that completing the interventions per the Intervention Attachment 6.4 may assist the School in increasing their performance and helping them to achieve 75% or greater of the available points in the academic performance section. Annually, the School will be sent a performance report showing its percentage over a certain number of years. The goal is for each School to reach 75% by the end of its fifth year of operation.

During a renewal year, the school will be evaluated on an average calculated over the four most recent years of the charter term or the number of years within the charter term that data is available. Schools may earn additional points for improvement in the total percentage from year to year.

### TRADITIONAL K-12 COMMUNITY SCHOOLS

#### Academic Performance

Performance Area	Description	Scoring Scale									
		Above Target				Target	Below Target		Far Below Target		
		5 Points	4.5 Points	4 Points	3.5 Points	3 Points	2.5 Points	2 Points	1.5 Points	0.5 Points	0 Points
		5 Stars (weighted x 3)	4.5 Stars (weighted x 2.5)	4 Stars (weighted x 2)	3.5 Stars (weighted x 2)	3 Stars	2.5 Stars	2 Stars	1.5 Stars	1 Star*	1 Star*
Overall Rating *Not calculated until SY 2022-2023	Overall Rating on the Local Report Card										

\*Schools will receive 0.5 points based on a 1 Star rating if the schools' overall rating points are greater than or equal to the average overall rating points of all community schools.

Performance Area	Description	Scoring Scale			
		Above Target	Target	Below Target	Far Below Target
		4 Points	3 Points	1 Point	0 Points
		Outperform 4 or 5 comparison schools (weighted x 3)	Outperform 3 comparison schools (weighted x 2)	Outperform 2 comparison schools	Outperform 1 comparison school
Overall Rating vs Comparison Schools Overall Grade *Not calculated until SY 2022-2023	Number of schools in which the total points used for the Overall Rating on the Local Report Card is higher than the total points used for the Overall Rating of comparison schools listed in contract.				
Performance Area	Description	Scoring Scale			

		Above Target		Target	Below Target	Far Below Target
		4 Points		3 Points	1 Point	0 Points
Achievement	Measures students' academic achievement using each level of performance on Ohio's State Tests.	5 Stars (weighted x 2)	4 Stars (weighted x 2)	3 Stars (weighted x 2)	2 Stars (weighted x 2)	1 Star*
*Schools will receive 1 point based on a 1 Star rating if the schools' overall achievement percentage is greater than the average overall achievement percentage of its comparison schools that also received a 1 Star rating.						
Progress	Measures the academic performance of students compared to expected growth on Ohio's State Tests.	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star
*Note: as reported on the local report card as the progress component score. Not ODE's one year calculation as used for closure.						
Gap Closing	Measures the reduction in educational gaps for student subgroups. *Now includes Chronic Absenteeism	5 Stars (weighted x 3)	4 Stars (weighted x 2)	3 Stars	2 Stars	1 Star*
*Schools will receive 1 point based on a 1 Star rating if the schools' overall gap closing percentage is greater than the average overall gap closing percentage of its comparison schools that also received a 1 Star rating.						
Early Literacy	Measures reading improvement and proficiency for students in kindergarten through third grade.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star*
*Schools will receive 1 point based on a 1 Star rating if the schools' overall early literacy percentage is greater than the average overall early literacy percentage of its comparison schools that also received a 1 Star rating.						
Performance Area	Description	Scoring Scale				
		Above Target		Target	Below Target	Far Below Target

		4 Points		3 Points	1 Point	0 Points
Graduation Rate	Measures the four-year adjusted cohort graduation rate and the five-year adjusted cohort graduation rate.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
College, Career, Workforce, and Military * Not rated until 2024-2025	Tracks post-graduation outcomes and students participating in credentials and pathways.	5 Stars	4 Stars	3 Stars	2 Stars	1 Star
Nationally Normed Assessment Data	A standardized assessment listed in the community school contract should demonstrate at least one (1) years' worth of growth for 80% of students tested in reading and math using the Ohio's Where Kids Count Rules.	≥ 1 years' worth of growth for 80% of students tested in reading and math		≥ 1 years' worth of growth for 50% of students tested in reading and math	< 1 years' worth of growth for 50% of students tested in reading and math	N/A
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one star level from the previous year (ex. K-3 moves from 2 Stars to 3 Stars)					
	One additional point given for each subgroup in which the suspensions and expulsions decrease by 2 percentage points.					
	One additional point given if school increases the number of schools it outperforms in either the Overall Rating or the Progress Rating. (ex: improves from outperforming one school to outperforming two schools)					
	One additional point is given if the school's percentage of income spent on classroom instruction is within 10% of the state average as reflected on the local report card. School will receive 2 additional points if its percentage of income spent on classroom instruction is above the state average as reflected on the local report card.					

<b>Total Points Available (100%):</b> *Note: Weighting is not considered in the total points available and total possible points are reduced for any not applicable measures listed.		3
		2022-2023 33 *Based on 2022-2023 local report card
		2023-2024 and beyond 37 *Based on local report cards starting with 2023-2024
<b>Target Points (at least a 75%):</b> *Note: Points listed will be achieved if the school meets all target scores for all applicable measures.		2021-2022 18 *Based on 2021-2022 local report card
		2022-2023 24.75 *Based on 2022-2023 local report card
		2023-2024 and beyond 27.75 *Based on local report cards starting with 2023-2024

## DROP OUT RECOVERY PROGRAM COMMUNITY SCHOOLS

### Academic Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		4 Points	3 Points	0 Points
Overall Grade	Overall Grade on the Local Report Card	Exceeds (weighted x 2)	Meets	Does not Meet
Overall Grade vs Comparison Schools Overall Grade	Number of schools in which the Overall Grade on the Local Report Card is higher than the Overall Grade of comparison schools listed in contract. *If a school scores equal to a majority of its comparison schools in Overall Grade, the school will be compared in the Progress Component Grade. The school will then be given credit for each school it outperforms in its comparison group in the Progress Grade and each school it outperforms in the Overall Grade.	>3 (weighted x 3)	$\geq 2$ (weighted x 2)	$\geq 1$
High School Test Passage Rate	Percent of students meeting applicable criteria on test from Local Report Card	Exceeds	Meets	Does not Meet
Progress	Component grade from Local Report Card	Exceeds	Meets	Does not Meet
Gap Closing	Overall Gap Closing Grade on the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 4 Year	4-Year Graduation Rate from the Local Report Card *Students enrolled in DOPR schools are usually 1-2 years behind their original graduation cohort.	Exceeds (x2)	Meets (x2)	Does not Meet (1 point)
Graduation Rate – 5 Year	5-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 6 Year	6-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 7 Year	7-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Graduation Rate – 8 Year	8-Year Graduation Rate from the Local Report Card	Exceeds	Meets	Does not Meet
Combined Graduation Rate	Combined rate from the Local Report Card	Exceeds	Meets	Does Not Meet

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		4 Points	3 Points	0 Points
Identified Paths to Future Success	Strategy 10 of Ohio's Strategic Plan for Education: High schools inspire students to paths of future success through work-based learning experiences; career-technical education and/or military readiness.	School offers multiple paths of future success AND 50% or more of the eligible student population participate in those paths (work-based learning experiences, career technical education, career-based instruction or military readiness.	School offers limited paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.	School does not offer paths of future success through work-based learning experiences, career-technical education/industry credentialing, career-based instruction or military readiness.
Additional Factors:	One additional point is given for each of the indicators above that has improved at least one grade level from the previous year (ex. Progress moves from Meets to Exceeds)			
	One additional point is given for each subgroup that improves its attendance percentage by 2 percentage points.			
	One additional point given if school increases the number of comparison schools it outperforms in the Overall Local Report Card Grade as listed in the contract from 2 to 3 schools, from 3 to 4 schools or from 4 to 5 schools.			
Total Points Available (100%) *Note: Weighting is not considered in the total points available.				48
Target Points (at least a 75%)				36 *Note: 36 points are achieved if the school meets all target scores.

### Organizational/Operational Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 point	0 Points
Timely submission of required documentation.	Monthly Financial and Enrollment Reports, Assessment data, Management Company Evaluation, school improvement plan, Annual Report, Five-year forecasts and Annual Budgets are submitted timely.	All Applicable Submissions were Submitted Timely	At least 75% of the applicable Submissions were submitted timely	Less than 75% of the applicable submissions were submitted timely
Compliance Onsite Visits including Spring Survey (As measured by the Ohio Department of Education Sponsor Evaluation System)	Overall performance of onsite compliance reviews and the spring survey	Overall Compliant (96% or greater of applicable compliance items substantiated)	Substantially Compliant (at least 92-95.9% of applicable compliance items substantiated)	Not Compliant (less than 92% of applicable compliance items substantiated)
Corrective Action Plans	Were corrective action plans required during this school year.	No CAPs required	Yes, at least one CAP was required, however all issues were adequately addressed	Yes, at least one CAP was required, and was still unaddressed by the end of the school year
Probation	Was the school put on probation during this school year	No *Target	N/A	Yes
Board Meetings	School met for mandatory minimum six (6) board meetings	No less than six (6) meetings *Target	N/A	Board met less than six (6) times for the year.
<b>Additional Factors</b>	One additional point is given if academic coaching is provided for teachers if recommended by the School Improvement Team.			
	One additional point is given for each mission-specific goal that is met for any subgroup, up to a maximum 3 points.			
<b>Total Points Available</b> (100%) *Note: Weighting is not considered in the total points available.				10
<b>Target Points</b> (at least a 70%)				7 *The school should strive to achieve 7 points in this section by achieving a combination of target and above target points.



### Financial Performance

Performance Area	Description	Scoring Scale		
		Above Target	Target	Below Target
		2 Points	1 Point	0 Points
Net Income (Change in Net Position) Net of GASB 68,75	Positive Net Income	Positive Net Income (x2) *Target	N/A	Negative net income
Average FTE Change from beginning of year to end of year calculated from October to June.		Increased or maintained enrollment and compliant with enrollment requirement in contract (x2)	Enrollment decreased less than 10%	Enrollment decreased greater than 10%
Current Ratio (Current Assets/Current Liabilities, net of GASB 68/75 and amounts owed to Management Company)		Ratio greater than 1.5:1	Ratio 1:1 to 1.49:1	Ratio less than 1:1
Days Operating Cash on Hand *Note: this section will be an N/A for all pass-through management agreements and the total points required will be reduced accordingly.		Greater than 60 days	30 to 59 days	Less than 30 days
Five Year Forecast		No projected deficits in years 1-5.	No projected deficits in years 1-3	Projected deficits in years 1-3.
Audit Reports, Findings for Recovery (FFR)		No FFRs and clean audit opinion	Clean audit opinion and all FFRs have been corrected	FFRs not corrected or qualified opinion
<b>Additional Factors</b>	One additional point will be given for schools that have EMO/CMO supporting the schools start-up/expansion expenses.			
<b>Total Points Available (100%):</b> *Note: Weighting is not considered in the total available points				12
<b>Target Points (75%)</b>				9



## ***Intervention Attachment 6.4***

### ***Kindergarten – 12<sup>th</sup> Grade***

(A school that does not offer a grade higher than twelve excluding  
Dropout Prevention & Recovery Schools)



#### ➤ **Evaluation of Local Report Card Components - Beginning with the 2022-2023 Local Report Card**

- The school should aim to receive a rating of 3 Stars or better in all applicable Ohio Local REPORT CARD **components** on the Ohio Interactive Local Report Card (iLRC) Power User Reports, or any subsequent report enacted to replace or supplement the iLRC Power User Reports.
- A school shall be placed in Level 1 status if it does not receive a rating of 3 Stars or better in all applicable Local Report Card components. The school shall remain in Level 1 status unless it receives a rating of 3 or more Stars in all applicable Local Report Card components, at which point interventions will no longer be required, or it meets the At Risk for Closure Criteria identified below.
- At Risk for Closure Criteria:
  - Any school offering only grades K-3 or lower that receives a performance rating of 1 Star in the early literacy component of the Local Report Card OR receives an overall performance rating of 1 Star or 1.5 Stars;
  - Any school offering any combination of grades K-4 to K-8 and does not offer a grade level higher than ninth grade that receives a performance rating of 1 Star in both achievement and progress on the Local Report Card OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress; or
  - Any school offering any grade levels between 10-12 and is not a Drop-Out Prevention and Recovery School that receives a performance rating of 1 Star in achievement and has not met annual measurable objectives for gap closing OR it receives an overall performance rating of 1 Star or 1.5 Stars and 1 Star in progress.
- When a school meets the At Risk for Closure Criteria it shall be placed in Level 2 status. A school shall progress one level of intervention for each consecutive year that it meets the At Risk for Closure Criteria. A school shall return to Level 1 status when it does not meet the

At Risk for Closure Criteria and a school shall be removed from interventions when it receives a rating of 3 or more Stars in all applicable Local Report Card components.

<b>Level 1</b>	
<b>The Sponsor Will:</b>	<b>The School Will:</b>
A. Offer technical assistance for the development of a plan of improvement for the school or the One Plan.	A. Require School Leader and Community School Leadership Team to attend an Ohio Leadership Advisory Council (OLAC) Facilitator Training, other approved Ohio Department of Education training, or sponsor training and implement a process to identify root-cause, needs, goals, strategies, and action steps that will move the school forward.
B. Require the School to review or revise and submit a school improvement plan for the following school year to address the academic and other needs of the School. Review and offer feedback on the school improvement plan.	B. Through a Community School Leadership Team (CSLT) that attempts to include parents, Board Members, community stakeholders and sponsor feedback, review and revise school improvement plans inclusive of 6.4 Intervention actions listed herein. Provide evidence of the process, including timelines and modification to the strategies and action steps based on data collected.
C. Require the School to monitor and evaluate the school improvement plan for the following school year to address the needs of the School.	C. The School Leader will systematically report to the Governing Authority on the development, implementation and progress of the school improvement plan at each regularly scheduled Board meeting.
D. Offer technical assistance for the development of a school professional development plan included in the school Improvement plan action steps.	D. Implement evidence-based school-wide practices to support student learning that includes “best” first instruction: <ul style="list-style-type: none"> <li>a. Provide resources for the deconstruction of learning standards and creation of learning targets in content areas, specifically reading and math, throughout the year. Using this process systematically in TBTs, revise pacing guides in ELA and math, ensure standards and learning targets are identified in lesson plans, and evaluate the communication of the standards/learning targets to students as part of the formal OTES process/or alternative</li> <li>b. Align informal assessments, materials, and resources to the standards and learning targets as evidenced by the use of an alignment tool kit</li> </ul>

	c. Using disaggregated data trends to determine root cause, design and implement a multi-tiered system of supports for students at-risk that meets criteria outlined by ESSA and the Ohio Department of Education.
E. Offer technical assistance to support the development of instructional leadership skills for the school leader and/or the school leadership team.	E. Meet any other requirements as outlined in legislation or by ODE and submit any required reporting to ODE and the Sponsor as required by ESSA Focus and Priority Schools.
	F. Abide by all consequences as outlined in ESSA or any subsequent enacted legislation.

Level 2 Actions	
In addition to Level 1 supports, the Sponsor Will:	The School Will:
A. Utilize school performance data and surveys to determine technical assistance needs related to improve academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions.
B. Review and offer feedback on the school improvement plan and 5-Step Process. Offer training and support for School Leaders related to instructional leadership.	B. Make reasonable efforts to hire an Academic Coach(s) following Sponsor requirements and tools (See Academic Coach credentials and job responsibilities). The School will submit Academic Coach credentials to Sponsor for review and confirm hiring of an Academic Coach. The school is responsible for evidence of the fidelity to the outlined job responsibilities by the Academic Coach.
C. Establish Academic Coach minimum qualifications and suggest key roles and responsibilities.	C. Establish schedules and implement strategies that provide increased collaborative planning time for teachers that is protected from internal or external interference or interruptions.
D. Continue to offer technical assistance for the development and implementation of a school professional development plan as identified within the school improvement plan to support strategies and action steps. Utilize the guidelines outlined in Ohio Standards for Professional Development.	D. Continue and strengthen implementation of first year professional development plan components (based on root-cause analysis) outlined in the school improvement plan. Follow guidelines presented in Ohio Standards for Professional Development.
	E. Work with sponsor's school improvement team to continuously monitor progress toward academic goals listed in the school improvement plan.
	F. Using the Ohio Standards for Principals, the School will review and clarify job responsibilities and priorities for the School Leader and provide mentorship/coaching related to identified priorities and revised growth plan goals from an educational organization that will meet the needs of the school to provide coaching or mentorship. The school will provide evidence of such.
	G. School leader will develop teacher growth plans for ineffective staff following Ohio Teacher Evaluation System (OTES) guidelines or an alternative to improve academic instruction and student achievement. The school will provide evidence of such upon request.

<b>Level 3 Actions</b>	
<b>In addition to Level 1 and Level 2 Supports, the Sponsor Will:</b>	<b>The School Will:</b>
A. Offer technical assistance to assist in improving academic instruction and student achievement.	A. The School will build upon and strengthen all Level 1 Actions and Level 2 Actions.
B. Conduct a mini audit of the school's instructional program, resources and tools and distribute the findings to the Governing Authority.	B. Utilizing an evidence-based evaluation model, complete a program evaluation on key reading and/or math initiatives in the school and provide results to the Governing Authority with suggestions for modification, deletions, or expansions based on the data.
	C. Based on a school review/audit from external source, implement recommendations as they relate to academic performance to address challenges and build on strengths to improve school performance in areas of leadership/governance, curriculum & instruction, data and assessment, human resource and professional development, and fiscal management.

<b>Level 4 Actions (Risk of Academic Probation)</b>	
<b>If the School is not required to close by the Ohio Revised Code, the Sponsor may:</b>	<b>The School Will (If placed on academic probation):</b>
A. Sponsor may take over the operations of the school; and/or	A. If the School does not close as required by the Ohio Revised Code, it will continue all Level 1, Level 2 and Level 3 Actions.
B. Work with the Board to replace the operator of the school; and/or	B. Meet all requirements as outlined by the Sponsor before the Academic Probation <sup>2</sup> status is lifted.
C. May place the school in Academic Probation <sup>2</sup> status and outline specific requirements for the School; and	C. Review all staff in relation to school failure and replace staff members where necessary; and/or
D. Continue to offer technical assistance towards improving academic instruction and student achievement.	D. Reconfigure the organizational structure of the school or adopt a new operational structure.
<p><i>Academic Probation status denotes that the Sponsor has considered the school's specific circumstances surrounding not meeting the minimum requirements stated in Attachment 6.4 and has prescribed steps to assist the school in meeting those requirements. The Sponsor will consider the options listed in Attachment 6.4 as possible interventions but will consider other options if deemed appropriate considering the school's specific circumstances. The Sponsor cannot be held responsible if the academic intervention steps do not result in a 3 Star rating or better in all components as the Sponsor will act in good faith to assist in ensuring the school is academically successful while honoring and respecting the School and Governing Authority's autonomy.</i></p>	

## **Attachment 8.3**

### **Dismissal of Staff**

In the event of the School's closure, the School may elect to treat all employees as "laid off" or their positions abolished. Expiring employee contract may be treated as "non-renewed."

The School will make reasonable efforts, where appropriate, to attempt to assist employees securing new positions with alternative employers by giving referrals or recommendations based upon employee job performance. The School will timely notify employees of the School's closure in order to assist employees' future employment efforts.

If there is a collective bargaining agreement in effect at the time of closure, the School shall act in accordance with its terms as applicable.



## **Employee Benefits 8.4**

All full time staff are eligible for the following benefits:

- STRS or SERS depending on what system they qualify for
- Medical insurance which is partly covered by the employer and the rest by the employee (the plan currently includes free vision)
- Dental insurance which is 100% covered by the employee
- Accidental, short term, and critical illness coverage which is 100% covered by the employee

FY24 - May 2024 Submission

IRN No.: 133538

Type of School: Community School/Brick and Mortar

Contract Term: June 30, 2024

County: Summit

School Name:

Edge Learning

Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

For the Fiscal Years Ended 2021 through 2023, Actual and  
the Fiscal Years Ending 2024 through 2028, Forecasted**Operating Receipts**

State Foundation Payments (3110, 3211)

Charges for Services (1500)

Fees (1600, 1700)

Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)

**Total Operating Receipts****Operating Disbursements**

100 Salaries and Wages

200 Employee Retirement and Insurance Benefits

400 Purchased Services

500 Supplies and Materials

600 Capital Outlay - New

700 Capital Outlay - Replacement

800 Other

819 Other Debt

Total Operating Disbursements

Excess of Operating Receipts Over (Under)

Operating Disbursements

**Nonoperating Receipts/(Disbursements)**

Federal Grants (all 4000 except fund 532)

State Grants (3200, except 3211)

Restricted Grants (3219, Community School Facilities Grant)

Donations (1820)

Interest Income (1400)

Debt Proceeds (1900)

Debt Principal Retirement

Interest and Fiscal Charges

Transfers - In

Transfers - Out

Total Nonoperating Revenues/(Expenses)

Excess of Operating and Nonoperating Receipts

Over/(Under) Operating and Nonoperating

Disbursements

Fund Cash Balance Beginning of Fiscal Year

Fund Cash Balance End of Fiscal Year

**Assumptions****Staffing/Enrollment**

Total Student FTE

Instructional Staff

Administrative Staff

Other Staff

**Purchased Services**

Rent

Utilities

Other Facility Costs

Insurance

Management Fee

Sponsor Fee

Audit Fees

Contingency

Transportation

Legal

Marketing

Consulting

Salaries and Wages

Employee Benefits

Special Education Services

Technology Services

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
<b>Operating Receipts</b>								
State Foundation Payments (3110, 3211)	\$ 1,831,286	\$ 2,040,038	2,180,205	\$ 2,364,004	\$ 2,405,580	\$ 2,503,767	\$ 2,553,842	2,604,919
Charges for Services (1500)	-	-	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	4,000	14,449	144,846	240,108	260,000	265,306	265,306	265,306
<b>Total Operating Receipts</b>	\$ 1,835,286	\$ 2,054,487	\$ 2,325,051	\$ 2,604,112	\$ 2,665,580	\$ 2,769,073	\$ 2,819,148	\$ 2,870,225
<b>Operating Disbursements</b>								
100 Salaries and Wages	\$ 1,246,181	\$ 1,560,564	\$ 1,554,527	\$ 1,690,154	\$ 1,822,025	\$ 1,858,466	\$ 1,895,635	\$ 1,933,548
200 Employee Retirement and Insurance Benefits	226,475	351,130	250,558	352,812	389,693	397,487	405,437	413,545
400 Purchased Services	864,087	1,009,795	952,926	1,261,451	1,100,339	1,108,246	1,122,304	1,136,645
500 Supplies and Materials	75,599	124,615	124,116	156,170	97,632	99,585	101,576	103,608
600 Capital Outlay - New	178,104	67,425	206,520	-	-	-	-	-
700 Capital Outlay - Replacement	-	-	-	-	-	-	-	-
800 Other	8,426	14,368	15,527	4,217	9,840	10,037	10,238	10,442
819 Other Debt	-	-	-	-	-	-	-	-
Total Operating Disbursements	\$ 2,598,873	\$ 3,127,897	\$ 3,104,174	\$ 3,464,805	\$ 3,419,529	\$ 3,473,819	\$ 3,535,190	\$ 3,597,788
Excess of Operating Receipts Over (Under)								
Operating Disbursements	\$ (763,587)	\$ (1,073,410)	\$ (779,123)	\$ (860,693)	\$ (753,949)	\$ (704,746)	\$ (716,041)	\$ (727,562)
<b>Nonoperating Receipts/(Disbursements)</b>								
Federal Grants (all 4000 except fund 532)	\$ 434,207	\$ 960,528	\$ 1,111,012	\$ 1,209,630	\$ 566,705	\$ 572,372	\$ 578,096	\$ 583,877
State Grants (3200, except 3211)	80,051	73,581	-	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)	-	-	-	-	-	-	-	-
Donations (1820)	-	70,000	157,000	150,000	200,000	-	-	-
Interest Income (1400)	589	51	24	-	-	-	-	-
Debt Proceeds (1900)	328,650	-	-	-	-	-	-	-
Debt Principal Retirement	(61,615)	(19,667)	(13,399)	(13,909)	(13,909)	(13,909)	-	-
Interest and Fiscal Charges	(7,414)	(2,308)	-	(9,488)	(6,360)	(6,487)	(6,617)	(6,749)
Transfers - In	-	-	-	-	-	-	-	-
Transfers - Out	-	-	(176,424)	-	-	-	-	-
Total Nonoperating Revenues/(Expenses)	\$ 774,468	\$ 1,082,185	\$ 1,078,212	1,336,233	\$ 746,436	\$ 551,976	\$ 571,479	\$ 577,127
Excess of Operating and Nonoperating Receipts								
Over/(Under) Operating and Nonoperating	\$ 10,881	\$ 8,775	\$ 299,090	\$ 475,540	\$ (7,513)	\$ (152,770)	\$ (144,563)	\$ (150,435)
Disbursements								
Fund Cash Balance Beginning of Fiscal Year	\$ 259,604	\$ 270,485	\$ 279,260	\$ 578,350	\$ 1,053,890	\$ 1,046,377	\$ 893,607	\$ 749,045
Fund Cash Balance End of Fiscal Year	\$ 270,485	\$ 279,260	\$ 578,350	\$ 1,053,890	\$ 1,046,377	\$ 893,607	\$ 749,045	\$ 598,610

	Actual			Forecasted				
	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028
<b>Staffing/Enrollment</b>								
Total Student FTE	199.68	206.00	230.00	235.00	245.00	250.00	250.00	250.00
Instructional Staff	29.00	29.00	26.00	26.00	26.00	30.00	30.00	30.00
Administrative Staff	5.00	5.00	3.00	3.00	3.00	3.00	3.00	3.00
Other Staff	1.00	2.00	3.00	3.00	3.00	3.00	3.00	3.00
<b>Purchased Services</b>								
Rent	\$ 312,897	\$ 348,897	\$ 348,897	\$ 348,897.00	\$ 348,897.00	\$ 348,897.00	\$ 348,897.00	\$ 348,897.00
Utilities	57,715	61,580	72,094	83,337.54	82,200.00	83,844.00	85,520.88	87,231.30
Other Facility Costs	81,351	107,499	85,974	298,878.96	139,397.00	142,184.94	145,028.64	147,929.21
Insurance	27,244	28,636	33,453	38,053.44	42,000.00	42,840.00	43,696.80	44,570.74
Management Fee	-	-	-	-	-	-	-	-
Sponsor Fee	51,898	55,282	64,978	79,282.33	79,517.00	75,113.01	76,615.27	78,147.57
Audit Fees	40,231	37,130	38,924	44,165.44	56,400.00	56,400.00	56,400.00	56,400.00
Contingency	-	-	-	-	-	-	-	-
Transportation	-	-	3,275	-	30,172.00	30,775.44	31,390.95	32,018.77
Legal	11,632	2,915	5,380	4,284.53	5,400.00	5,508.00	5,618.16	5,730.52
Marketing	5,002	2,149	8,711	8,903.77	6,000.00	6,120.00	6,242.40	6,367.25
Consulting	5,741	153,749	77,150	87,720.59	62,916.00	64,174.32	65,457.81	66,766.96
Salaries and Wages	-	-	-	-	-	-	-	-
Employee Benefits	-	-	-	-	-	-	-	-
Special Education Services	56,837	70,359	58,761	81,750.90	89,560.00	91,351.20	93,178.22	95,041.79
Technology Services	4,452	11,589	10,158	5,373.00	5,000.00	5,100.00	5,202.00	5,306.04

Food Services	106,924	126,673	144,657	175,928.40	150,000.00	153,000.00	156,060.00	159,181.20
Other	102,163	3,338	515	4,875.43	2,880.00	2,937.60	2,996.35	3,056.28
Total	\$ 864,087	\$ 1,009,795	\$ 952,926	\$ 1,261,451	\$ 1,100,339	\$ 1,108,246	\$ 1,122,304	\$ 1,136,645
Financial Metrics								
Debt Service Payments	\$ 69,029	\$ 21,975	\$ 13,399	\$ 23,397	\$ 20,269	\$ 20,396	\$ 6,617	\$ 6,749
Debt Service Coverage	-3.60	1.40	36.49	21.33	0.63	-6.49	-20.85	-21.29
Growth in Enrollment	0.00%	3.17%	11.65%	2.17%	4.26%	2.04%	0.00%	0.00%
Growth in New Capital Outlay	0.00%	-62.14%	206.30%	-100.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	11.94%	13.17%	12.00%	2.36%	3.88%	1.81%	1.81%
Growth in Non-Operating Receipts/Expenses	0.00%	39.73%	-0.37%	23.93%	-44.14%	-26.05%	3.53%	0.99%
Days of Cash	0.10	0.09	0.09	0.17	0.31	0.30	0.25	0.21
Total Expenditures per FTE	\$ 13,052.32	\$ 15,195.17	\$ 13,496.41	\$ 14,784.22	\$ 13,983.22	\$ 13,921.23	\$ 14,167.23	\$ 14,418.15

Assumptions Narrative Summary

Fiscal Year 2024-2028 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ -	\$ -	\$ -	\$ -	
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ 41,726.13	\$ (41,726.13)	\$ 8,404.00	\$ -	Toshiba
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 41,726.13	\$ (41,726.13)	\$ 8,404.00	\$ -	

Assumptions Narrative Summary

The sponsor of our school is Charter School Specialist and receives a 3% fee of our State Foundation Payments. The Treasurer is Tatonka Education Services (Kamlie Beshara). For all non-purchased service expenses are expected to grow by 2% every year due to inflation.

Expenditure/Expense/Enrollment

	Enrollment	Justification
	Enrollment	Enrollment will grow to 250 FTEs in FY28.
	Salaries and Wages	Historically, salaries on average have grown between 2%-3% year over year. Given the additional HB33 funding, offset by the loss of ESSER funding, we will utilize a 3.0% growth factor for Salaries and Wages. The decrease of ESSER-funded additional stipends is netted against the staffing as High School continues to grow in FY24-26. Salaries and Benefits should stabilize starting with FY27 as all staff will be added to support the High School by that point.
	State Foundation Payments	We are projecting increases in revenue based on the increase in FTEs.
	Federal Revenue	ESSER funds will be fully spent in FY24 and not projected for FY25-28

Purchased Services

	Rent	Rent expense follows the signed lease agreement with Charter Development.
	Utilities	Historically, utilities on average have grown between 2%-3% year over year. Due to this we will be utilizing a 2% growth factor for all utility expenses.
	Other Facility Costs	Other Facility Costs include, but are not limited too, Janitorial and Repairs & Maintenance. We have seen an average of 2% increase in this expense over the past five years. We will be budgeting a 2% increase in the next five years.
	Insurance	We expect insurance increase by 2% in the next 4 years.
	Sponsor Fee	The sponsor fee will stay steady at 3%.
	Audit Fees	The school contracts with Tatonka Education Services for Fiscal/Treasurer services through FY24 and the contract is a flat yearly rate. For FY25, the school has contracted with a new Treasurer. Also included is cos
	Transportation	Transportation is going to be covered by the school starting in FY25 due to it being needed after COVID-19.
	Food Service	Historically, Food Service on average have grown between 2%-3% year over year. Due to this we will be utilizing a 2% growth factor for all Food Service expenses.
	Legal	Legal expense is expected to increase slightly for FY24-28
	Marketing	We will be utilizing a 2% growth factor for all marketing expenses.
	Consulting	The school contracts with various third party vendors for consulting services on an as needed basis. The cost of consulting is expected to grow by 2% annually.
	Other	This field can include expenses related to Travel & Mtgs and Postage. We utilized a 2% growth factor for FY24-28.
	Supplies & Materials	Supplies and Materials are expected to remain steady, with a 2% increase per year.

Debt

Debt Status	The school is not projecting increasing its debt over the next 4 years. The school will make payments as it is able on the current debt.
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