

COMMUNITY SCHOOL CONTRACT

This Community School Contract (“Contract”) is entered into by and between the Ohio Council of Community Schools (hereinafter “**Sponsor**”); and the Board of Directors and governing authority of the Northeast Ohio College Preparatory School (hereinafter “**Governing Authority**”), an entity established in accordance with Chapter 1702 of the Ohio Revised Code and is made effective upon the execution hereof.

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

WHEREAS, the Ohio Council of Community Schools is an authorized **Sponsor** under Chapter 3314 of the Ohio Revised Code; and

WHEREAS, Ohio law allows the **Governing Authority** and the **Sponsor** to enter into a renewal contract to allow for the continued operation of a community school; and

WHEREAS, the **Governing Authority** seeks to continue to operate a community school.

NOW THEREFORE, the **Governing Authority** and the **Sponsor** enter into this Contract, pursuant to the following terms and conditions.

- A. **Continuation of Community School.** The **Governing Authority** and the **Sponsor** agree that the **Governing Authority** may continue to operate the community school (hereinafter referred to as the “**School**”) as permitted by and subject to applicable federal laws, the laws of the state of Ohio, and the terms of this Contract. The **Governing Authority** shall be responsible for carrying out the provisions of this Contract, unless the Contract specifically places a duty upon the **Sponsor**.
- B. **Community School Obligations.** The **Governing Authority**, for itself and on behalf of the **School**, covenants and agrees as follows:
1. As required by Section 3314.03(A)(1) of the Ohio Revised Code, the **School**, having been established as either a nonprofit corporation (if established under Chapter 1702 of the Ohio Revised Code prior to April 8, 2003), or a public benefit corporation (if established after April 8, 2003), shall be operated and maintain its status as a nonprofit corporation in good standing.
 2. The **School’s** Certificate of Incorporation, Articles of Incorporation, Appointment of Statutory Agent, Code of Regulations, Taxpayer Employer ID No., Ohio certificate of non-profit status, and IRS Letter of Determination of the **School’s** federal tax-exempt status (or, until the Letter of Determination is issued, copy of the submitted IRS Form 1023) are attached at **ATTACHMENT 1** to this Contract. If any of these documents are modified or created subsequent to this Contract being executed, the **School** must submit these documents to the **Sponsor** in a timely manner, not to exceed 30 days after receipt or execution.

3. Except as otherwise addressed by this Contract (including Section J) or the **Sponsor**, any future contracts entered into with third parties shall provide for a right to cancel, terminate, or non-renew effective upon the expiration date of this Contract or in 10 years, whichever date is later.

4. In accordance with the Ohio Revised Code, as a community school pursuant to Chapter 3314 of the Ohio Revised Code, the **School** shall comply with Sections 9.90, 9.91, 109.65, 121.22, 149.43, 2151.357, 2151.421, 2313.19, 3301.0710, 3301.0711, 3301.0712, 3301.0715, 3301.0729, 3301.948, 3302.037, 3313.472, 3313.473, 3313.474, 3313.50, 3313.539, 3313.5310, 3313.5318, 3313.5319, 3313.608, 3313.609, 3313.6012, 3313.6013, 3313.6014, 3313.6020, 3313.6024, 3313.6026, 3313.6028, 3313.6029, 3313.643, 3313.648, 3313.6411, 3313.6413, 3313.66, 3313.661, 3313.662, 3313.666, 3313.667, 3313.668, 3313.669, 3313.6610, 3313.67, 3313.671, 3313.672, 3313.673, 3313.69, 3313.71, 3313.716, 3313.718, 3313.719, 3313.7112, 3313.7117, 3313.721, 3313.753, 3313.80, 3313.814, 3313.816, 3313.817, 3313.818, 3313.819, 3313.86, 3313.89, 3313.96, 3319.073, 3319.077, 3319.078, 3319.0812, 3319.238, 3319.318, 3319.321, 3319.324, 3319.39, 3319.391, 3319.393, 3319.41, 3319.46, 3319.614, 3319.90, 3320.01, 3320.02, 3320.03, 3320.04, 3321.01, 3321.041, 3321.13, 3321.14, 3321.141, 3321.17, 3321.18, 3321.19, 3322.20, 3322.24, 3323.251, 3327.10, 4111.17, 4113.52, 5502.262, 5502.703, and 5705.391 and Chapters 117., 1347., 2744., 3365., 3742., 4112., 4123., 4141., and 4167. of the Ohio Revised Code, as if it were a school district and will comply with Section 3301.0714 of the Ohio Revised Code in the manner specified in Section 3314.17 of the Ohio Revised Code. Additionally, if applicable, the **School** will comply with Sections 3301.50 to 3301.59 of the Ohio Revised Code and the minimum standards for preschool programs prescribed in rules adopted by the state board under Section 3301.53 of the Ohio Revised Code.

The **School** will comply with Sections 3313.6021 and 3313.6023 of the Ohio Revised Code as if it were a school district unless it is an internet- or computer-based community school, or a community school in which a majority of the enrolled students are children with disabilities as described in division (B)(2) of Section 3314.35 of the Ohio Revised Code. The **School** will comply with Section 3321.191 of the Ohio Revised Code, unless it is an internet- or computer-based community school that is subject to Section 3314.261 of the Ohio Revised Code.

As outlined in Section 3323.012 of the Ohio Revised Code, the **School** is considered a school district for purposes of Chapter 3323 of the Ohio Revised Code. The **School** is also considered a school district for all purposes provided for in Section 3314.082 of the Ohio Revised Code. The **Governing Authority** and **School** shall also comply with Chapter 102 and Section 2921.42 of the Ohio Revised Code and must have a conflicts of interest policy. The **Governing Authority** and **School** will comply with Sections 3302.04 and 3302.041 of the Ohio Revised Code, except that any action required to be taken by a school district pursuant to those Sections shall be taken by the **Sponsor** in accordance with the

Ohio Revised Code. The **School** shall comply with federal and state laws regarding the education of students with disabilities.

To comply with requirements in this Section, members of the **Governing Authority**, the designated fiscal officer, the Chief Administrative Officer, other administrative employees of the **School**, and, if applicable, all individuals performing supervisory or administrative services for the **School** under a contract with the operator shall complete training on an annual basis on the public records and open meetings laws as may be required by law. All **Governing Authority** members shall annually submit to the Sponsor a conflicts of interest disclosure.

The **School**, unless it is an internet- or computer-based community school, will comply with Section 3313.801 of the Ohio Revised Code, as if it were a school district.

5. The **School** and **Governing Authority** shall not carry out any act or perform any function that is not in compliance with the 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.
6. **ATTACHMENT 2** contains the deed or lease agreement and an outline of the **School** facilities including: a detailed description of each facility used for instructional purposes, specifying the location of the **School**, the physical and/or mailing address, and approximate number of square feet utilized by the **School**; the annual costs associated with leasing each facility that are paid by or on behalf of the **School**; if applicable, the annual mortgage principal and interest payments that are paid by the **School**; and the name of the lender or landlord, identified as such, and the lender's or landlord's relationship to the operator, if any. The facilities used by the **School** will not be changed or altered in a way that would materially impact the available square footage without the prior written consent of the **Sponsor**, which consent shall not be unreasonably withheld, delayed, or conditioned. To the extent that square footage is moved or replaced with alternative classroom settings, the **Sponsor** must consent to any such changes which consent shall not be unreasonably withheld, delayed, or conditioned.

If the **School** changes or expands its location, and such location has been or will be leased, no lease shall be signed by the **Governing Authority** unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. The **Sponsor** shall have the right to inspect the site before a lease is signed. If the location has been or will be purchased by the **Governing Authority**, the contract of sale and related documents shall not be signed unless in accordance with the financial plan included with **ATTACHMENT 7**, which may be revised to include the specifics of the costs for the new location. Approval of the financial plan or site shall not be unreasonably withheld, delayed, or conditioned. After leasing or purchasing a site, a copy of the fully executed lease or conveyance documents, subsequent amendments,

modifications, or renewals thereof, and all related documents shall be provided to the **Sponsor** within 10 business days and included in **ATTACHMENT 2**, along with updated facilities information as specified above and in Section 3314.03(A)(9) of the Ohio Revised Code.

Any facility used for or by the **School** shall meet all applicable standards established by state or federal law for community school buildings, including, but not limited to, all requirements imposed by the Americans with Disabilities Act unless legally exempted.

The **Governing Authority** recognizes the rights of public health and safety officials to inspect the facilities of the **School** and to order the facilities closed if those facilities are not in compliance with health and safety laws and regulations.

The Ohio Department of Education and Workforce has the authority as the community school oversight body to suspend the operation of the **School** under Section 3314.072 of the Ohio Revised Code if the Ohio Department of Education and Workforce has evidence of conditions or violations of law at the **School** that pose an imminent danger to the health and safety of the **School's** students and employees working in the **School** and the **Sponsor** refuses to take such action.

7. The **School** shall be authorized to provide learning opportunities for grades K-12 for at least 25 students for a minimum of 920 hours per school year or in accordance with any applicable changes of law.
8. The **School** was not a non-public chartered or non-chartered school in existence on January 1, 1997. This representation is material, and if in error, the **Sponsor** may terminate this Contract. For purposes of this Section, if the **School** is new but the faculty and students in 1997 were almost all located at the same non-public chartered or non-chartered school in existence on January 1, 1997, the **School** will be considered to be a non-public chartered or non-chartered school.
9. The **School** shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations, and it will not be operated by a sectarian school or religious institution.
10. A list of the current members of the **Governing Authority**, including all contact information required by law, is included as **ATTACHMENT 3**. A description of the process by which the **Governing Authority** of the **School** shall be selected in the future shall also be included, unless that process is outlined in the Code of Regulations included with **ATTACHMENT 1**. The **Governing Authority** shall consist of not less than 5 members and a majority of the members must be comprised of individuals who live or work in Cuyahoga, Stark, or Summit counties. In accordance with Section 3314.035 of the Ohio Revised Code, the **Governing Authority** shall ensure the name of each member is posted on the **School's** website. For new members, the **School's** website shall be updated within 30 days of appointment.

No person shall serve on the **Governing Authority** under any of the circumstances prohibited by Section 3314.02(E) of the Ohio Revised Code, including, but not limited to, serving on the governing authority of more than 5 community schools at the same time, unless as allowed by Section 3314.02(E)(3) of the Ohio Revised Code. Additionally, in accordance with Section 3314.02(E)(7), each then current member of the **Governing Authority** shall make the required annual disclosures by October 31 of each year or within 60 days of appointment to the **Governing Authority**.

Meetings of the **Governing Authority** must occur at least 8 times per year in Cuyahoga, Stark, or Summit counties, and at least 1 meeting must be held at the **School**. Unless the **Governing Authority** has approved a different rule in compliance with the requirements in Section 121.22 of the Ohio Revised Code, proper notice of any regularly scheduled meeting and all special meetings shall be published on the **School's** website and any other location that the **School** determines would be useful to provide notice of its public meeting. Written notification of any regularly scheduled meeting shall be provided to the **Sponsor** at least 7 days in advance and notice to the **Sponsor** shall be provided immediately upon the scheduling of any special or emergency meeting. Appropriate documents related to any public meeting under Section 121.22 of the Ohio Revised Code shall be provided to the **Sponsor** at the same time they are provided to **Governing Authority** members.

At all times, 1 representative of the **Sponsor** or its designee shall be granted all rights and privileges associated with being a non-voting member of the **Governing Authority**, but shall not be considered a member of the **Governing Authority** under any provision of Ohio law or this Contract. This representative or designee has the authority to attend all executive sessions, unless explicitly excused by the **Governing Authority** so that the **Sponsor** may be discussed or to avoid unintentional waiver of attorney-client privilege. Any **Sponsor** representative or designee present during executive session of the **Governing Authority** must maintain appropriate confidentiality. This confidentiality requirement does not preclude the individual from sharing information with other employees or agents of the **Sponsor**, as long as the employees or agents likewise maintain the appropriate confidentiality of information discussed in such executive sessions.

All members of the **Governing Authority** must be approved by the **Sponsor** prior to appointment as an official member counted for quorum and voting purposes, which approval shall not be unreasonably withheld, delayed, or conditioned. Any individual under final consideration for appointment to the **Governing Authority** shall have an Ohio and federal criminal records check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial criminal records check is performed. The results of these criminal records checks shall be provided first to the **Governing Authority** or its legal counsel and then to the **Sponsor**. Any consent needed to forward the

results of the criminal records checks by prospective **Governing Authority** members shall be obtained by the **Governing Authority**. The names, mailing addresses, electronic mail addresses, telephone numbers, and biographical information reflecting experience, education, and/or professional information of current and prospective members of the **Governing Authority** shall also be provided to the **Sponsor**. To the extent that the **Sponsor** needs assistance from the **Governing Authority** confirming the lack of findings of recovery, assistance from the **Governing Authority** will not be unreasonably withheld.

Within 1 year of appointment to the **Governing Authority**, all members without community school governing authority experience must attend at least 8 hours of training. Any training offered by the **Sponsor** shall be free of charge. The annual training required in Section 3314.037 of the Ohio Revised Code shall count toward the required hours of training noted above. The **Governing Authority** shall be permitted to obtain training from an outside provider with approval given by the **Sponsor**, which approval shall not be unreasonably withheld, delayed, or conditioned.

The **Governing Authority** may provide by resolution for the compensation of each of its members in accordance with Ohio law. The **Governing Authority** shall submit such a resolution to the **Sponsor** promptly upon its approval.

Additionally, any attorney, accountant, or entity specializing in audits, contracted by the **Governing Authority** shall be independent from the **Sponsor** and operator as contracted by the **Governing Authority**.

11. The **School's** Chief Administrative Officer will be the **School's** leader and chief administrator. This individual is responsible for the daily operations at the **School** and will be listed in any state reporting system as the Superintendent, or other similar title. Within 5 business days, the **School** or the **School's** designee shall notify the **Sponsor**, in writing, of any change in the identity of the **School's** Chief Administrative Officer and shall include any documentation required by law.
12. The **School** shall begin operation for the academic year no later than September 30 (unless it is a drop-out prevention and recovery program) by teaching the minimum number of students required by law or this Contract.
13. The **School's** Educational Plan, including its mission, academic goals, characteristics of students the **School** is hoping to attract (including ages and grades), instructional program and methods, focus of the curriculum, educational philosophy of the **School**, and a description of the learning opportunities that will be offered to students (including both classroom and non-classroom based learning opportunities, if present) that complies with the criteria for student participation in Section 3314.08(H)(2) of the Ohio Revised Code are attached as **ATTACHMENT 4**. If applicable, **ATTACHMENT 4** shall also include a notation if the **Governing Authority** is seeking designation as a STEM school equivalent under Section

3326.032 of the Ohio Revised Code, and, if the **School** is operating using the blended learning model as defined in Section 3301.079 of the Ohio Revised Code, the required information as outlined in Section 3314.03(A)(29) of the Ohio Revised Code. The **Governing Authority** shall give the **Sponsor** advanced written notice of its desire to update **ATTACHMENT 4**; however, changes shall not be implemented without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld, delayed, or conditioned. Additionally, if the **School** is serving any of grades K-8, multiple grade levels shall not be served concurrently in the same classroom without prior written approval of the **Sponsor**, which approval shall not be unreasonably withheld, delayed, or conditioned.

In the event the **School** is at risk of state-issued sanctions, including, but not limited to, permanent closure based upon poor academic performance, the **Sponsor** may take prompt action to require additional information and requirements be incorporated into **ATTACHMENT 4**. In such an instance, the **School** and **Governing Authority** agree to comply with reasonable requests, including, but not limited to, an in-depth evaluation of the **School's** curriculum and instructional methods by qualified curriculum and instructional professionals, quarterly reviews of the School Improvement Plan, and any other items deemed necessary by the **Sponsor**.

14. The Performance and Accountability Plan is included as **ATTACHMENT 5** and identifies the minimum performance standards and/or performance requirements to be satisfied by the **Governing Authority** and the **School** in the Core Performance Areas of legal compliance, organization and operational performance, financial performance, and student and academic performance, including all applicable report card measures set forth in Sections 3302.03 or 3314.017 of the Ohio Revised Code.

Within 60 days of being notified by the **Sponsor**, the **Governing Authority** shall submit a Performance Improvement Plan, as outlined in the Performance and Accountability Plan, for any individual indicator, goal, or data point where the **Governing Authority** or **School** did not meet the standards.

The Performance and Accountability Plan will be a significant factor in any **Sponsor** action in accordance with Section F. of this Contract, including, but not limited to, requiring a Performance Improvement Plan, being placed on probation, or issuing an intent to suspend operations. Additionally, an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points in any of the Core Performance Areas will also factor into any action taken by the **Sponsor**. The **Sponsor** reserves the right to make changes to the Performance and Accountability Plan as necessary. The **Governing Authority** recognizes that these changes may be required and the **Sponsor** agrees to reasonably negotiate any changes with the **Governing Authority**, prior to implementation.

The **School** shall timely administer all statewide achievement assessments required by law, and the results of the assessments will be a factor used to determine progress toward meeting the student and academic performance requirements included in the Performance and Accountability Plan.

15. Within 4 months after the end of each school year, the **Governing Authority** must submit a report of its activities and progress in meeting the goals and standards set forth in this Contract and its financial status to the **Sponsor** and the parents of all students enrolled in the **School**.
16. The **Governing Authority** or its designee shall report annually to the **Sponsor** and the Ohio Department of Education and Workforce on the day set by the Ohio Department of Education and Workforce all of the reporting requirements set by Chapter 3314 of the Ohio Revised Code, including, but not limited to, those found in Section 3314.08(B) of the Ohio Revised Code.
17. The **Governing Authority** or its designee shall report in writing every month to the **Sponsor** with statistics and other items required by the **Sponsor**, including financials, enrollment, staff and teacher turnover, expulsions, suspensions, and shall respond promptly to the **Sponsor's** inquiries regarding such information or other matters the **Sponsor** reasonably deems important. The **Sponsor** shall be allowed to observe the **School** in operation at site visits and shall have open access for such visits. The **Sponsor** will use its reasonable discretion when determining when to conduct such visits, and, while visiting the **School**, the **Sponsor** shall use best efforts to avoid undue disruption of the learning environment. Upon the written request of **Sponsor**, the **Governing Authority** shall also report in writing all of the following data: total assets, current assets, total liabilities, current liabilities, total number of people on payroll, gross revenue, occupancy cost, payroll/instruction cost, state revenue, operator fee cost, grant revenue, and total number of students.

The **Governing Authority**, **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 the **Sponsor** personally identifiable information from an education record of a student without parental consent (or student consent where applicable). Uses of the information may include conducting audits, compliance evaluations, and other reviews as necessary for the **Sponsor** to carry out its statutory duties. Accordingly, the **School** agrees to grant to **Sponsor's** employees 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, if applicable, the operator) that is reportable to the Ohio Department of Education and Workforce or its agencies, to the Ohio Auditor of State, or to any outside vendor. Such information shall include, but is not limited to, the School Options Enrollment System, and the Education Management Information System, or any successor systems. "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, if applicable, the operator) shall provide usernames and passwords where applicable to enable the **Sponsor** to have remote self-service access in read-only format, if available.

The **Governing Authority** hereby appoints the **Sponsor** as a representative pursuant to Section 3319.39(D) of the Ohio Revised Code, for purposes of receiving and reviewing the results of criminal records checks performed pursuant to Section 3319.39(A)(1) of the Ohio Revised Code for employees working at the **School** and authorizes its agent(s) (including, if applicable, the operator) to communicate this information directly to the **Sponsor**.

The **Sponsor** agrees to comply with FERPA and the regulations promulgated thereunder and warrants that it uses reasonable methods to limit **Sponsor** employee access to only those education records and that as required by law the **Sponsor** will destroy all copies of 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 an accidental or other deletion, release, or alteration of information or data systems of the **School** or Ohio Department of Education and Workforce as a result of such access.

18. The admission procedures of the **School** are set forth in **ATTACHMENT 6** and shall comply with Section(s) 3314.06, and, if applicable, 3314.061 of the Ohio Revised Code, including the following requirements:
 - (a) Specify that the **School** will not discriminate in its admission of students to the **School** on the basis of gender, race, religion, color, national origin, disability, intellectual ability, athletic ability, or measurement of achievement or aptitude; and,
 - (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 who meet a definition of "at-risk" that the parties to this Contract agree upon, and/or; (iii) residents of a specific geographic area within the district as defined in this Contract.

The **Governing Authority** and **School** shall allow the enrollment of students who reside in any district in the state of Ohio, unless the admissions procedures set forth in **ATTACHMENT 6** establishes a different and lawful enrollment policy.

The **School** will not restrict its marketing or recruiting efforts to any particular racial or ethnic group, but will attempt to achieve the racial and ethnic balance reflective of the community it serves. The **School's** methods for achieving this balance are described in **ATTACHMENT 6**.

Notwithstanding the admissions procedures of this Contract, in the event that the racial composition of the enrollment of the **School** violates a federal desegregation order, the **School** shall take all corrective measures to comply with the desegregation order.

If the number of applicants exceeds the capacity of the **School's** programs, classes, grade levels, or facilities, then students shall be admitted by lot from all eligible applicants, except preference shall be given to students attending the **School** the previous year and to students who reside in the district in which the **School** is located. Preference may also be given to eligible siblings of students attending the **School** the previous year and children of full-time staff members employed by the **School**, provided the total number of children of staff members receiving this preference is less than five percent of the **School's** total enrollment.

19. Tuition in any form shall not be charged for the enrollment of any student, except for the enrollment of any student who is not a resident of Ohio in accordance with Section 3314.08(F) of the Ohio Revised Code. The **School** shall not require contributions either from any student eligible to enroll or enrolled in the **School** or from any parent or guardian of a student who is enrolled or intending to enroll in the **School**. Nothing in this Section shall prevent the **School** from charging reasonable class, book, or similar fee(s), or engaging in voluntary fund-raising activities.
20. The **School** shall follow all reasonable dismissal procedures, according to Section 3314.03(A)(6)(a) of the Ohio Revised Code.
21. The **Governing Authority** shall adopt a school attendance policy that includes procedures for verifying attendance, as required by law, and for automatically withdrawing a student from the **School** if the student, without legitimate excuse, fails to participate in 72 consecutive hours of the learning opportunities offered to the student. Attendance and participation policies will be available for public inspection. Attendance and participation records shall be made available to the Ohio Department of Education and Workforce, the Ohio Auditor of State, and the **Sponsor**, to the extent permitted by FERPA and Section 3319.321 of the Ohio Revised Code.

The **Governing Authority** shall adopt an enrollment and attendance policy or policies that requires a student's parent to notify the **School** when there is a change

in the location of the parent's or student's primary residence. Such policy or policies shall also require the verification of student residence and address information for students enrolling in or attending the **School**.

22. The **Governing Authority** shall adopt a policy regarding suspension, expulsion, emergency 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 to any action taken under this Section. The policy and practices 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 unlawfully infringe upon the rights of students with disabilities as provided by state and federal law.
23. Unless operations are suspended in accordance with Section 3314.072 of the Ohio Revised Code, the **School** must 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 to the fullest extent possible, unless program changes are approved in writing by the **Sponsor**. The **Sponsor** may, but is not obligated to, assume operation of the **School** as provided for in Section 3314.073 of the Ohio Revised Code. Provided prior written notice is delivered to all members of the **Governing Authority**, the **Sponsor** may also replace the **Governing Authority** if the **Governing Authority** abandons or materially breaches its duties under this Contract or at law in a manner that could cause immediate and irreparable harm to the **School** and/or its students.
24. At least 1 full-time classroom teacher or 2 part-time classroom teachers each working more than 12 hours per week must be employed to work in the **School**. The full-time classroom teachers and part-time classroom teachers working more than 12 hours per week shall be licensed in accordance with Sections 3319.22 to 3319.31 of the Ohio Revised Code. Pursuant to Section 3319.301 of the Ohio Revised Code, non-licensed persons, who are otherwise qualified, may teach up to 12 hours per week. Non-licensed persons, who are otherwise qualified, teaching in a STEM school or an industry-recognized credential program offered at a dropout recovery community school may teach classes for not more 40 hours per week in the **School**. In accordance with Section 3314.104 of the Ohio Revised Code, the school shall not employ an individual in any position if the state board of education permanently revoked or permanently denied the individual a license under section 3319.31 of the Revised Code or if the individual entered into a consent agreement under division (E) of section 3319.311 of the Revised Code in which the individual agreed never to apply for a license after the date on which the agreement was entered into. The student to full-time equivalent classroom teacher ratio shall be no more than 28:1 without prior written approval of the **Sponsor**, which will not be unreasonably withheld. The **School** may employ non-teaching employees.

If the **School** is the recipient of moneys from a grant awarded under the federal race to the top program, Division (A), Title XIV, Sections 14005 and 14006 of the

"American Recovery and Reinvestment Act of 2009," Pub. L. No. 111-5, 123 Stat. 115, the **School** will pay teachers based upon performance in accordance with Section 3317.141 and will comply with Section 3319.111 of the Ohio Revised Code as if it were a school district.

25. Although the **Governing Authority** may employ teachers and non-teaching employees necessary to carry out its mission and fulfill this Contract, no contract of employment shall extend beyond the expiration of this Contract or termination according to the procedures set forth in the Ohio Revised Code.
26. The **Governing Authority** shall specify any arrangements for providing health and other benefits to employees. To the extent required by law, the benefits provided by the **School** must include and are subject to Chapters 3307 and 3309 of the Ohio Revised Code ("STRS" and "SERS"), as applicable.
27. The **School's** financial records shall be maintained in the same manner as are financial records of school districts, pursuant to rules of the Ohio Auditor of State.

The **School** shall submit to the **Sponsor** no later than November 15th of each year a draft of the statutorily-required reports to be generated and submitted to the Ohio Auditor of State no later than 150 days following the close of the fiscal year. In the event this statutory requirement is lifted, the **School** shall be required to comply with relevant statutory provisions.

The **School** shall meet the requirements of the duly authorized laws, rules, and procedures for program and financial audits established by the Ohio Auditor of State and the Ohio Department of Education and Workforce. The audits shall be conducted in accordance with Section 117.10 of the Ohio Revised Code.

The **Sponsor** may order a financial audit of the **School** if, in the sole discretion of the **Sponsor**, the **Sponsor** has reason to believe that the **School** has:

- (a) Engaged in, been a victim of, or is in any way otherwise connected to irregularities or improprieties involving the **School's** finances;
- (b) Improperly maintained its financial records; and/or,
- (c) Insufficient financial controls in place.

If an audit is ordered under this Section, the **Governing Authority** or **School** shall pay the costs. In the event this audit does not materially support findings regarding any of the reasons for which the **Sponsor** may order such audit as described in (a) through (c) above, the **Sponsor** shall reimburse the **Governing Authority** or **School** for direct costs associated with a third-party auditor within a reasonable time period.

Any breach of this provision will be considered a material breach. The **Sponsor** may exercise all rights afforded to it under statutory or common law to enforce this provision. To the extent that the **Sponsor** incurs damages based upon the **School's** breach of this provision, the **School** agrees to compensate the **Sponsor** for all reasonable costs and damages resulting directly from the **School's** breach of this provision.

28. The fiscal year for the **School** shall begin July 1 and end June 30 of the following year.
29. A financial plan detailing a projected **School** budget for each fiscal year of this Contract is included with **ATTACHMENT 7**. Each year of this Contract, on or before June 30, a revised financial plan shall be submitted by the **Governing Authority** to the **Sponsor**. The **Governing Authority** and **School** agree that if a deficit is projected, the parties will take appropriate measures to budget for a positive cash flow. All projected and actual revenue sources must be included in the plan and projected expenses must include the total estimated per pupil expenditure amount for each such year. In accordance with Section 3314.042 of the Ohio Revised Code, the **Governing Authority** agrees to comply with Section 3301.07(B)(2) of the Ohio Revised Code in terms of financial reporting.

An appropriately licensed and bonded, fiscal officer shall be designated by the **Governing Authority**. Except as provided by Section 3314.011(D) of the Ohio Revised Code, the fiscal officer shall be employed by or engaged under a contract with the **Governing Authority** of the **School**. The **School's** designated fiscal officer shall maintain the internal financial controls, as approved by the **Governing Authority**, and carry a bond for this individual **School** in an amount no less than \$25,000.00. All revenue received by the **School** pursuant to state or federal law, or pursuant to a grant shall be placed in the custody of the fiscal officer. The fiscal officer's bond, proper contact information, license, and the approved internal financial controls shall be included in **ATTACHMENT 7**. If the fiscal officer changes, the **Governing Authority** shall immediately notify the **Sponsor** in writing and provide updated fiscal officer documentation within 10 business days, such as confirmation of the bond and other requirements of this Contract as they relate to the **School's** fiscal officer.

The **Governing Authority** agrees that annual documents created or overseen by the fiscal officer, including but not limited to the five-year forecast, annual operating budget, and federal spending plan, shall not be approved at a meeting unless the fiscal officer participates either in-person or by means of teleconference, video conference, or any other similar electronic technology, for the discussion of those documents. If the fiscal officer is unable to participate in the meeting, an individual designated by the fiscal officer, who is familiar with the document(s) being discussed and can answer questions posed by the **Governing Authority**, can be substituted.

If applicable, as a pre-condition to the initiation of operations of the **School**, the **Governing Authority** or any operator as outlined in **ATTACHMENT 9**, shall post a bond in the amount of \$50,000.00 with the auditor of state, or otherwise secure a cash deposit or written guarantee as allowed under Section 3314.50 of the Ohio Revised Code. The bond or cash deposit shall be used, in the event the **School** closes, to pay the auditor of state any moneys owed or that become owed by the **School** for the costs of audits conducted by the auditor of state or a public accountant under Chapter 117. of the Ohio Revised Code. The ongoing provision of a bond, cash deposit, or written guarantee, as specified under Section 3314.50 of the Ohio Revised Code, is a legal precondition to the initiation, maintenance, and continuation of operations of the **School**.

If the Ohio Auditor of State or other independent auditor concludes the **School's** financial records are unauditible, for any fiscal year in which the individual listed in **ATTACHMENT 7** was the fiscal officer of the **School**, the **School** shall take immediate action to suspend the fiscal officer and retain the services of another fiscal officer in good standing.

If the **Governing Authority** enters into an agreement with an operator to manage daily operations at the **School**, the **Governing Authority** agrees to procure from the operator, sufficient data, at the **Sponsor's** discretion, to allow the **Sponsor** to review the **Governing Authority** and **School's** financial information relative to revenue, expenses, and all other financial information allowed by law.

30. Pursuant to Section 3314.08(G) of the Ohio Revised Code, the **School** may borrow money to pay any necessary and actual expenses of the **School** in anticipation of receipt of any portion of the payments to be received by the **School** pursuant to Section 3317.022 of the Ohio Revised Code. The **School** may issue notes to evidence such a borrowing to mature as necessary. The proceeds from the notes shall be used only for the purposes for which the anticipated receipts may be lawfully expended by the **School**. The **School** may borrow money for a term not to exceed 15 years for the purpose of acquiring facilities. Any monies loaned to the **School** by the operator, including facilities loans or cash flow assistance, must be accounted for, documented, and bear interest at a fair market rate.
31. The **Governing Authority** shall purchase, or ensure that, insurance coverage providing for the general liability of the **School** is maintained at all times. The **Governing Authority** shall ensure that this liability insurance policy provides coverage for itself; the **School** and its employees; and shall include the **Sponsor**, its Board, officers, employees, and contractors of the **Sponsor** as additional insureds thereunder. The policy or certificate indicating coverage shall be provided to the **Sponsor** upon execution of this Contract. This policy shall provide coverage in amounts not less than \$1 million per occurrence and \$5 million in the aggregate or \$1 million per occurrence, \$2 million in the aggregate, and at least a \$5 million umbrella covering all claims otherwise payable under the policy. The **Governing Authority** shall provide documentation regarding any change in or renewal of this

policy to the **Sponsor** as soon as reasonably practicable following the renewal of the policy and shall require the insurer to notify the **Sponsor** in writing promptly upon receiving notification from the insurer of any material adverse change to, or cancellation of, such coverage. To the extent obtained under this Contract, the **School** must provide copies of all commercial general liability, real or personal property, directors and officers liability insurance, proof of workers' compensation payments, and unemployment compensation payments, and notice of lapse of any such coverage to **Sponsor** within 5 business days of written request by the **Sponsor**.

32. The **Governing Authority** and **School** shall indemnify and hold harmless the **Sponsor** and its Board, and their respective members, employees, agents, and officers, from any claims, demands, actions, suits, causes of action, obligations, losses, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, arising from any of the following, which include, but are not limited to:
- (a) A failure of the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors to perform any duty, responsibility, or obligation imposed by law or by this Contract; and/or
 - (b) An action or omission by the **Governing Authority** and/or **School** or any of its officers, trustees, directors, employees, successors, agents, or contractors that result in injury, death, or loss to person or property, breach of contract, or violation of statutory law or common law (state and federal).

The entering into of this Contract and the oversight of the **Sponsor** of the **School** and the **Governing Authority** pursuant to this Contract, shall in no way implicate the **Sponsor** or render it liable or responsible for the acts or omissions of the **Governing Authority** or the **School**.

The parties agree that the **Governing Authority** and **School** will not be required to indemnify the **Sponsor** and its Board to the extent that the relevant actions were attributable to specific acts or omissions by the **Sponsor** and/or its Board. In addition, in the event that the **Governing Authority** and **School** engage in litigation that is adverse with the **Sponsor** and/or its Board, or vice versa, no indemnification applies.

To comply with Ohio law, this indemnification provision is limited to \$5 million. The **Governing Authority** and **School** hereby agree that it will name the **Sponsor** as an additional insured under its required insurance policies up to and including the required amount of indemnification.

33. Where required by this Contract, the **Governing Authority** and **School** shall comply with all reasonable requests of the **Sponsor**. Unless otherwise directed in writing for a longer period of time, any reasonable request of the **Sponsor** shall be fulfilled in writing within 10 business days.

34. If the **School** includes a high school, the **School** shall comply with Sections 3313.61, 3313.611, 3313.614, 3313.617, 3313.618, and 3313.6114 of the Ohio Revised Code, except with regard to students who entered ninth grade for the first time before July 1, 2010, the requirement in Sections 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum in any high school prior to receiving a high school diploma may be met by completing the curriculum adopted by the **Governing Authority**. Beginning with students who entered ninth grade for the first time on or after July 1, 2010, the requirement in Section 3313.61 and 3313.611 of the Ohio Revised Code that a person must successfully complete the curriculum of a high school prior to receiving a high school diploma shall be met by completing the requirements prescribed in Section 3313.6027 and division (C) of Section 3313.603 of the Ohio Revised Code, unless the person qualifies under division (D) or (F) of that Section. The **School** shall comply with the plan for awarding high school credit based on demonstration of subject area competency, and beginning with the 2017-2018 school year, with the updated plan that permits students enrolled in seventh and eighth grade to meet curriculum requirements based on subject area competency adopted by the State Board of Education under divisions (J)(1) and (2) of Section 3313.603 of the Ohio Revised Code. Beginning with the 2018-2019 school year, the **School** shall comply with the framework for granting units of high school credit to students who demonstrate subject area competency through work-based learning experiences, internships, or cooperative education developed by the department under division (J)(3) of Section 3313.603 of the Ohio Revised Code.
35. In addition to provisions provided in the Ohio Revised Code, any individual, responsible for the care, custody or control of a student, under final consideration for appointment or employment with the **Governing Authority** or **School** shall have an Ohio and federal criminal records check conducted in the manner described in Section 3319.39 of the Ohio Revised Code and as may be required by law every 5 years after the initial criminal records check is performed. The results of all employee criminal records checks will be provided to the **Sponsor** within 3 business days of receipt and/or appointment and subsequently upon request.
36. Pursuant to Section 3314.03(B) of the Ohio Revised Code, a comprehensive plan for the **School** must be submitted to the **Sponsor**. The requirements for the comprehensive plan are fulfilled through various attachments to this Contract. The **School's** comprehensive plan shall specify the following:
- (a) The process by which the **Governing Authority** of the **School** will be selected in the future (portion of ATTACHMENT 1 – Code of Regulations);
 - (b) The management and administration of the **School** (portion of ATTACHMENT 7 – Financial Plan and ATTACHMENT 8 – Management Agreement);

- (c) If the community school is a currently existing public school or educational service center building, alternative arrangements for current public school students who choose not to attend the converted school and for teachers who choose not to teach in the school or building after conversion (If applicable, these arrangements will be developed and added);
- (d) The instructional program and educational philosophy of the **School** (ATTACHMENT 4 – Education Plan);
- (e) Internal financial controls (portion of ATTACHMENT 7 – Internal Financial Controls); and,
- (f) Any other information or documentation as determined by the **Sponsor** or as deemed necessary by the **Governing Authority** to comply with the requirements of the comprehensive plan.

C. **Sponsor Obligations.** The **Sponsor** shall work with the **Governing Authority** to perform a high-stakes review before considering any renewal of this Contract pursuant to Section F., or, in the **Sponsor's** sole discretion, as appropriate based on the academic and/or financial performance, and at least once every five years. Additionally, and consistent with applicable law, the **Sponsor** shall provide monitoring, oversight, and technical assistance to the **Governing Authority** and **School** including, but not limited, to:

1. Monitoring the **School's** compliance with applicable law, and the terms of this Contract;
2. Monitoring and evaluating the academic and fiscal performance and the organization and operation of the **School** on at least an annual basis;
3. Submitting the necessary, sponsor-required reports to the Ohio Department of Education and Workforce, or other appropriate entities;
4. Providing technical assistance to assist the **School** in complying with applicable laws and this Contract;
5. Intervening and taking action as the **Sponsor** deems necessary in the **School's** operation to correct problems with overall performance, including, but not limited to, exercising its right to place the **School** on probation, suspend operations of the **School**, and/or terminate this Contract according to Sections 3314.073, 3314.072 or 3314.07, respectively, of the Ohio Revised Code;
6. Preparing and assisting with contingency plans in the event the **School** experiences financial difficulties or closes before the end of the school year;
7. Timely performance of any other duties related to the **School** that may be relegated to the **Sponsor** through state or federal law; and,

8. Pursuant to Section G. of this Contract and in compliance with Ohio law, the **Sponsor** will oversee the **Governing Authority** and **School's** actions in the closure of a community school established under Chapter 3314 of the Ohio Revised Code.

D. **Fee Structure.** The parties covenant and agree as follows:

1. As permitted by Section 3314.03(C) of the Ohio Revised Code, in consideration for time, organization, monitoring, oversight, technical assistance, fees, and costs of the **Sponsor** pursuant to this Contract, the **Governing Authority** shall pay to the **Sponsor** the amount of 3.0% of the total amount of payments for operating expenses that the **School** receives from the state each year. Such payments shall be paid based on invoices from the **Sponsor**. The invoices shall be payable within 10 days of receipt of the invoice and the **School's** receipt of the associated state funds. Calculations for the invoicing shall be taken from the Ohio Department of Education and Workforce-issued report identifying the amount of state funds paid to the **School** for the invoice period.

The **Governing Authority** and/or **School's** financial obligations regarding any fees due to the **Sponsor** under this Contract prior to termination shall survive termination, non-renewal, and expiration of this Contract. The fees due shall be limited in coverage to the term of this Contract or the duration of the Contract whichever is shorter, provided, that the **Sponsor** shall be entitled to its fees related to amounts received by the **School** or **Governing Authority** which are related to periods prior to termination, non-renewal, or expiration of this Contract whether such amounts are actually received during or after the term of this Contract. Similarly, the **Sponsor** shall repay any fees it receives from the **School** or **Governing Authority**, as appropriate, related to amounts adjusted by the Ohio Department of Education and Workforce that are related to periods prior to termination, non-renewal, or expiration of this Contract whether such adjustment is made during or after the term of this Contract. Such repayment shall be within a timeframe mutually agreed to or such time as may be required by the Ohio Department of Education and Workforce or the Ohio Auditor of State.

E. **Contract Authorization.** Prior to signing this Contract, each party must authorize, in accordance with applicable laws and regulations, the execution of this Contract and vest one or more individuals with the authority to execute this Contract for and on behalf of the party with full authority to bind that party. Upon its execution, the **Governing Authority** and **Sponsor** shall provide a resolution, or other verification, indicating authorization to execute this Contract.

F. **Renewal; Termination; Closure.** Upon the expiration of this Contract and approval of the **Governing Authority**, the **Sponsor** may elect to renew this Contract in accordance with Section 3314.03(E) of the Ohio Revised Code for a term determined by the **Sponsor**, but not expiring earlier than the end of any school year. The **Sponsor** may elect not to renew the Contract upon, or terminate prior to, its expiration pursuant to Section 3314.07 of the Ohio Revised Code; suspend operations of the **School** pursuant to Section 3314.072

of the Ohio Revised Code, which may or may not void this Contract under Section 3314.072(E) of the Ohio Revised Code; and/or, place the **School** on probation or assume operation of the **School** in accordance with Section 3314.073 of the Ohio Revised Code for any reason defined in Section 3314.07(B)(1) of the Ohio Revised Code or any of the following:

1. Failure to meet student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**);
2. Failure to meet generally accepted standards of fiscal management;
3. Violation of any provision of this Contract or applicable local, state, or federal law; or,
4. Other good cause.

The **Sponsor** and **Governing Authority** recognize the authority of the Ohio Department of Education and Workforce to act in accordance with Sections 3314.072 and 3314.015(C) of the Ohio Revised Code.

In reaching a decision on any **Sponsor** action as outlined in this Section, the **Sponsor** will consider all of the student performance requirements stated in this Contract and the Performance and Accountability Plan (**ATTACHMENT 5**), an egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points in any of the Core Performance Areas, as well as applying any other objective, reasonable criteria in accordance with the **Sponsor's** policies in its reasonable discretion, and state and/or federal law.

Not later than January 15 in the year in which the **Sponsor** intends to terminate or non-renew this Contract, the **Sponsor** shall notify the **Governing Authority** of the proposed action in writing. The notice shall include the reasons for the proposed action in detail. The **Governing Authority** may, within 14 days of receiving the notice, request in writing an informal hearing before the **Sponsor**, unless this time period is modified upon the agreement of both the **Governing Authority** and the **Sponsor**. No other appeals will be granted to the **Governing Authority** other than those provided for in Ohio law.

If the **Governing Authority** does not intend to renew this Contract with the **Sponsor**, the **Governing Authority** shall notify the **Sponsor** at least 180 days prior to the expiration date of this Contract in writing, or otherwise in compliance with Ohio law. If the **Governing Authority** issues notice under this Section F., the **Governing Authority** agrees that no further action from the **Sponsor** is necessary, the Contract shall expire at the end of the term set forth in Section I., and shall not be renewed.

In the event the **Governing Authority** provides notice to the **Sponsor** in accordance with this Section and Ohio law, the **Governing Authority** agrees to diligently pursue any necessary approval for changing sponsors and to apply for sponsorship with one or more

eligible sponsors. The **Governing Authority** shall promptly respond to reasonable requests from the **Sponsor** regarding the status of such approval and the search for a different sponsor. By March 15 of the year this Contract expires, the **Governing Authority** shall provide the **Sponsor** with documentation showing that the **Governing Authority** has executed a charter contract with a different sponsor for a term beginning July 1 of that year, or, if it has not yet executed a charter contract, documentation which is sufficient to support the conclusion that a charter contract will be signed prior to July 1. For good cause and in the sole discretion of the **Sponsor**, the March 15 deadline can be extended until April 15. In the absence of undue hardship on students, good cause will exist under circumstances supporting that the **Governing Authority** will likely obtain a new sponsor. In the event the **Governing Authority** does not provide such documentation, the **Governing Authority** agrees to begin planning for closure and cease operations on June 30 if it does not have a signed sponsor contract to be effective July 1, and work with the **Sponsor** to ensure an orderly and timely school closure, including, but not limited to, prompt notification of parents and students.

G. **Closing the Community School.** Regardless of the reason the **School** is closing, once it is determined the **School** will cease operations as a community school established under Chapter 3314 of the Ohio Revised Code, the following requirements and procedures apply regarding the **Governing Authority** and the **School** (unless operations continue as a public school of an existing school district):

1. If the **School** is non-renewed or terminated under Sections 3314.07(B)(1)(a) or (b) of the Ohio Revised Code or permanently closed under 3314.35, the **School** shall permanently close at the end of the school year or applicable and lawful date. In the event the **School** permanently closes or the **Governing Authority** secures a new sponsor and for the time following expiration of this Contract, the **Sponsor**, **Governing Authority**, and **School** agree to continue to follow all reporting requirements and relinquish all necessary documents until all of their responsibilities under this Contract are completed.
2. Upon termination of this Contract, by law or by these Contract provisions, or upon dissolution of the Ohio non-profit corporation which operates the **School**, all equipment, supplies, real property, books, furniture or other assets of the **School**, including, property acquired by the operator in the manner described in Section 3314.0210 of the Ohio Revised Code, shall be distributed in accordance with Sections 3314.015(E) and 3314.074 of the Ohio Revised Code, and the **Governing Authority's** Articles of Incorporation, and Code of Regulations.
3. Upon prior written request of the **Sponsor**, the **Governing Authority**, **School**, and/or their agents will immediately provide the **Sponsor** any and all documentation and records, including, but not limited to, financial records deemed necessary within reason by the **Sponsor** to facilitate the **School's** closure. This transmittal of documentation and records to the **Sponsor** excludes all students' educational records, which should be forwarded to the individual student's school district of residence or where the student has enrolled.

4. In accordance with Section 3314.44 of the Ohio Revised Code, the **School's** leader, as Chief Administrative Officer of the **School**, shall take all reasonable steps necessary to collect and assemble the students' educational records in an orderly manner and transmit the records to the student's school district of residence within 7 business days of the **School's** closing. The fiscal officer shall deliver all financial and enrollment records to the **Sponsor** within 30 days of the **School's** closure. The **School** agrees that the fiscal services agreement will state that the fiscal officer is primarily responsible for all finance-related portions of the closing procedures if the **School** closes. Additionally, the **Governing Authority** agrees that the fiscal officer is primarily responsible for closing procedures related to the finances of the **School** and, upon the written request of the **Sponsor**, the **Governing Authority** agrees to remain in place and will use its best efforts to retain the services of a fiscal officer to complete a final audit, if the current fiscal officer is no longer available.
5. The **School** also hereby agrees that it will cooperate fully with **Sponsor** to complete the appropriate procedures and paperwork as outlined by the **Sponsor**, the Ohio Department of Education and Workforce, or in statute in the event the **School** is closed. Any refusal by the **School** to cooperate fully with **Sponsor** will be considered a material breach of this Contract.
6. In the event that this Contract is voided by operation of Section 3314.016(C) of the Ohio Revised Code or similar provision based upon sponsor rating, the parties agree that neither may seek damages as a result of the voiding of this Contract by operation of such a provision.

H. **Dispute Resolution.** Other than a dispute falling under Section F. of this Contract, for all other disputes regarding either any term of this Contract or any community school issue, the parties shall use the following non-binding dispute resolution procedure: The parties shall make initial attempts to resolve any dispute through an agent designated by the **Sponsor** and an agent designated by the **Governing Authority**. If those parties cannot resolve the dispute, the dispute will be submitted to mediation. The parties will take efforts to agree mutually on a mediator with relevant background and experience with community schools. In the event the parties cannot agree to a mediator within 21 days of the request for mediation, the party requesting dispute resolution will request a list of 7 mediators, with experience in charter schools and/or education from the Ohio State Bar Association but not a party who has ever represented the **Sponsor** or the **Governing Authority** or who is conflicted out due to business conflict reasons. Each party, beginning with the party requesting mediation, will strike one name from the list, until one name remains, which shall be the mediator.

The mediator shall conduct proceedings as he or she deems appropriate to resolve the dispute. The parties maintain sole discretion on resolution. Pending mediation, all other obligations of the parties hereto will continue as stipulated herein, and all monies not directly involved in such dispute or difference will be paid when due. The fees and expenses of the mediator shall be divided equally between the parties. All other costs or fees incurred by each party will be borne by the respective party.

This Contract shall be construed in accordance with, and governed by, the laws of Ohio. The parties agree that any legal action sought by either party in state court shall be brought in Franklin County, Ohio. Any legal action sought by either party in federal court shall be brought in the United States District Court for the Southern District of Ohio, Eastern Division, in Columbus, Ohio. Furthermore, the parties agree to waive all questions of personal jurisdiction or venue so as to give full effect to this provision.

- I. **Term.** This Contract shall be for a term commencing on **July 1, 2025** and expiring on **June 30, 2031**.

- J. **Management by Third Parties.** The **Governing Authority** may enter into a contract with an operator to assist with its obligations under this Contract or for any other lawful reason that does not conflict with the terms of this Contract. If the **Governing Authority** contracts with an operator, the **Governing Authority** shall immediately notify the **Sponsor**. The fully-executed management agreement between the **Governing Authority** and operator must be provided to the **Sponsor** and is attached as **ATTACHMENT 8**. The term of the management agreement shall run concurrently with the term of this Contract and shall in no event expire prior to the expiration of this Contract. Any new, renewed, or amended management agreement shall comply with the provisions set forth in this Contract and Section 3314.032 of the Ohio Revised Code. Further, the **Governing Authority** shall ensure full compliance with additional requirements placed on its relationship with an operator, including, but not limited to, Sections 3314.02(E), 3314.0210, 3314.024, and 3314.036 of the Ohio Revised Code. Any changes to the management agreement shall be provided to the **Sponsor** within 10 business days, after which the **Sponsor** may notify the **Governing Authority** if it believes that any provisions do not comply with this Contract and the applicable law. The **Governing Authority** must hold all rights to the name or a license to use the name of the **School**.

- K. **Organizational Structure.** The organizational structure and management / administration, employee, **Governing Authority** relationships must be accurately reflected in an organizational chart and attached as **ATTACHMENT 9**. Written summaries which describe working relationships of each entity if not in the contract itself must also be included. Any material modifications to the chart, relationships, descriptions, and/or positions must be submitted in written form to the **Sponsor** within 10 business days.

- L. **Headings and Attachments.** Headings are for the convenience of the parties only. Headings have no substantive meaning. All **ATTACHMENTS 1-9** of this Contract are attached hereto and incorporated by reference into this Contract.

- M. **Assignments and Modifications.** Subject to Section J. above, this Contract and its terms shall not be assigned or delegated without the written approval of the other party which shall not be unreasonably withheld. No modifications to this Contract shall be valid and binding unless signed by both the **Sponsor** and the **Governing Authority**. Notwithstanding the preceding sentence, modifications to and substitutions of any attachment hereto may be done in accordance with applicable laws and the regulations of each party.

- N. **Notification Procedures.** Any notice to one party by the other shall be satisfied upon receipt, and delivered by personal delivery or by certified mail, return receipt requested, as well as electronic mail service. As for delivery via electronic mail, burden of proving receipt, if necessary, lies with the sending party.

Notice to the **Governing Authority** shall be sent to the Chair or President at the most current address with copies to the address in **ATTACHMENT 2** and to legal counsel as identified in **ATTACHMENT 3**. Additions, changes and/or modifications to the Notification Procedures for the **Governing Authority** may only be made at the express written request of the **Governing Authority** Chair or President.

Notice to the **Sponsor** shall be sent to the **Sponsor's** Executive Director with a copy to the **Sponsor's** Legal Counsel. At the inception of this Contract, notice shall be sent to the following persons and addresses:

Sponsor:
Lenny Schafer, M.Ed.
Ohio Council of Community Schools
3131 Executive Parkway, Suite 306
Toledo, OH 43606
lenny@ohioschools.org

With a copy to:
David Moser
Fishel Downey Albrecht & Riepenhoff, LLP
7775 Walton Parkway, Suite 200
New Albany, OH 43054
dmoser@fisheldowney.com

Additions, changes and/or modifications to the Notification Procedures for the **Sponsor** will be made in writing to the **Governing Authority** pursuant to the notification procedures outlined herein.

- O. **Severability.** If any term, provision or clause of this Contract is unlawful or unenforceable, the parties agree that the remaining provisions and terms of the Contract shall continue to be in full force and effect and the unlawful or unenforceable term, provision, or clause shall be removed and replaced in a manner that most nearly conforms to the removed portion and original intent of the parties, in a written modification.
- P. **Counterparts.** This Contract may be executed in one or more counterparts including signing a facsimile or scanned electronic version. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

OHIO COUNCIL OF COMMUNITY SCHOOLS

By: 
Robert Rice, Chairman

6/12/25
Date

NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL

By: 
Sonya Boyd (May 27, 2025 20:50 EDT)
Sonya Boyd, Chairman

27/05/25
Date

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

DEPARTMENT OF THE TREASURY

Date: **SEP 16 2014**

NORTHEAST OHIO PREPARATORY SCHOOL
C/O BRIAN MAN
2357 TREMONT AVE
CLEVELAND, OH 44113

Employer Identification Number:
27-1465411
DLN:
17053093343003
Contact Person: ANDREA SPECK ID# 95044
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
January 6, 2010
Contribution Deductibility:
Yes
Addendum Applies:
Yes

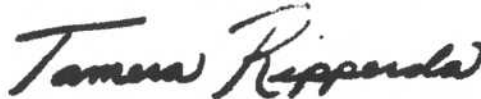
Dear Applicant:

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

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

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

Letter 947

NORTHEAST OHIO PREPARATORY SCHOOL

INFORMATION FOR CHARTER SCHOOLS

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

You are the holder of a charter from an authorized government entity to operate a school. You have contracted with a management company to provide comprehensive services. If you change your operations and do not contract with a comprehensive management company, you should notify us. You may then be eligible for a school foundation status of 170(b)91)(A)(ii).



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/21/2019	201917201240	NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE (CCE)	25.00				0

Receipt

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

**LAW OFFICE OF DONALD WIGGINS JR, LLC
100 E BROAD STREET, SUITE 690
COLUMBUS, OH, 43215**

**STATE OF OHIO
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose
1905184**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL
and, that said business records show the filing and recording of:

Document(s)

NONPROFIT - CERTIFICATE OF CONTINUED EXISTENCE

Effective Date: 06/21/2019

Document No(s):

201917201240



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 21st day of June, A.D. 2019.

Ohio Secretary of State

Form 522 Prescribed by:

Date Electronically Filed: 6/21/2019

OFFICE OF THE
Ohio Secretary of State



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

www.OhioSecretaryofState.gov | Busseerv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCentral.com

Statement of Continued Existence

Filing Fee: \$25

Form Must Be Typed

CHECK ONLY ONE (1) Box

(1) Statement of Continued Existence (163-CCE)
(Domestic Nonprofit Corporation)

(2) Verification of Foreign Nonprofit (173-FCE)
(Foreign Nonprofit Corporation)

By submitting this form the corporation is verifying with the secretary of state's office that it is still actively engaged in exercising its corporate privileges

Name of Corporation

Charter or License Number

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

Location of Principal Office
City County

Date of Incorporation
Date

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

Date of Qualification in Ohio
Date

Jurisdiction of Formation
Jurisdiction

Location of Office NOT in Ohio
Mailing Address

City State Zip Code

Location of Office IN Ohio
Mailing Address

City State Zip Code

All Corporations must complete this section

Current Statutory Agent's Name and Address

JAMES C. CALLENDER, JR.

Name of Agent

9853 JOHNNYCAKE RIDGE RD STE 107

Mailing Address

MENTOR

City

OH

State

44060

Zip Code

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

Required

The statement must be signed by a director, officer, or three members in good standing.

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

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

JAMES S. CALLENDER, JR

Signature

AUTHORIZED REPRESENTATIVE

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/28/2012	201217901301	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	.00		.00	.00

Receipt

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

NORTHEAST OHIO COLLEGE PREP
1906 EAST 40TH ST.
CLEVELAND, OH 44103

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

1905184

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL
and, that said business records show the filing and recording of:

Document(s)
DOMESTIC/AMENDMENT TO ARTICLES

Document No(s):
201217901301



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 26th day of June, A.D.
2012.

Jon Husted

Ohio Secretary of State



Form 541 Prescribed by the:
Ohio Secretary of State

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

www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216

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

Certificate of Amendment (Nonprofit, Domestic Corporation) Filing Fee: \$50

Check the appropriate box:

- Amendment to existing Articles of Incorporation (128-AMD)
- Amended and Restated Articles (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation

Charter Number

2012 JUN 26 AM 11:14

Check one box below:

- The articles are hereby amended by the **Members** pursuant to Ohio Revised Code section 1702.38 (C) or (D)
- The articles are hereby amended by the **Directors**. Pursuant to Ohio Revised Code section 1702.38(E). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided - this may be attached with the resolution

A copy of the resolution of amendment is attached to this document.

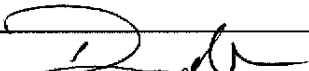
Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A).

Required

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

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

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



Signature

By (if applicable)

Brian K. Nam

Print Name

Amy Crawford

Signature

By (if applicable)

Amy C. Crawford

Print Name

NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL
CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION

Pursuant to 1702.38(E) of the Ohio Revised Code, the undersigned being all of the Directors of Northeast Ohio College Preparatory School do hereby take and adopt the following actions by their written consent:


The Articles of Incorporation of Northeast Ohio College Preparatory School, filed in the office of the Secretary of State of Ohio on January 6, 2010, shall be amended as follows.

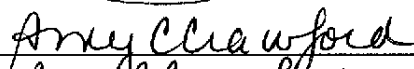
The individuals who shall serve as the initial Directors are:


1. Michelle Curry
2. Lou Ann Boyer
3. Michelle Camaso
4. D. Joy Felton
5. Jonathan D. Simmons

IN WITNESS WHEREOF, we have hereunto subscribed our names this 21
day of June, 2012.

NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL

By: 
Brian E. Nae, Director

By: 
Amy Crawford, Director

By: 
Rodney C. Lewallen, Director

AFFIDAVIT OF JASON STRAGAND

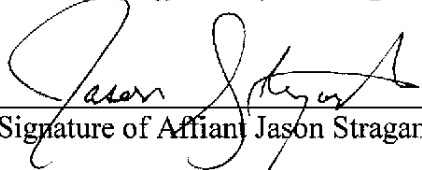
In the State of Ohio,

County of Cuyahoga, SS:

BEFORE ME, the undersigned Notary, appeared the affiant Jason Stragand, known to me to be a credible person and of lawful age, who being by me first duly sworn, and on his oath, deposes and says:

1. My name is listed on the Articles of Incorporation for Northeast Ohio College Preparatory School (the "Corporation"), Entity Number 1905184, Document Number 201000700008, in the Fifth Section, as an individual who would be serving as an "initial Director" of the Corporation.
2. I was not an initial Director of the Corporation, nor have I ever served as a Director of the Corporation.
3. The correct names and addresses of the initial Directors of the Corporation are:
 - a. Michelle Curry
 - b. Lou Ann Boyer
 - c. Michelle Camaso
 - d. D. Joy Felton
 - e. Johnathan D. Simmons
4. The listing of my name as an "initial Director" of the Corporation on the Articles of Incorporation is incorrect.
5. I submit this Affidavit to the Office of the Secretary of State, in conjunction with the Amendment of the Articles of Incorporation attached hereto, in order to clarify the record with respect to the initial Directors of the Corporation.


Further the affiant sayeth naught.



 Signature of Affiant Jason Stragand

Jurat:

Subscribed and sworn to before me, this 21st day of the month of June,
 in the year 2012.



 Signature of Notary Public

Brian K. Nam

 Name of Notary Public

AFFIDAVIT OF MARSHALL EMERSON, III

In the State of Ohio,

County of Cuyahoga, SS:

BEFORE ME, the undersigned Notary, appeared the affiant Marshall Emerson, III, known to me to be a credible person and of lawful age, who being by me first duly sworn, and on his oath, deposes and says:

1. My name is listed on the Articles of Incorporation for Northeast Ohio College Preparatory School (the "Corporation"), Entity Number 1905184, Document Number 201000700008, in the Fifth Section, as an individual who would be serving as an "initial Director" of the Corporation.
2. I was not an initial Director of the Corporation, nor have I ever served as a Director of the Corporation.
3. The correct names and addresses of the initial Directors of the Corporation are:
 - a. Michelle Curry
 - b. Lou Ann Boyer
 - c. Michelle Camaso
 - d. D. Joy Felton
 - e. Johnathan D. Simmons
4. The listing of my name as an "initial Director" of the Corporation on the Articles of Incorporation is incorrect.
5. I submit this Affidavit to the Office of the Secretary of State, in conjunction with the Amendment of the Articles of Incorporation attached hereto, in order to clarify the record with respect to the initial Directors of the Corporation.

Further the affiant sayeth naught.



Signature of Affiant Marshall Emerson, III

Jurat:

Subscribed and sworn to before me, this 21st day of the month of June,
in the year 2012.


Signature of Notary Public

Brian K. Nelson
Name of Notary Public



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/07/2010	201000700008	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	100.00	.00	.00	.00

Receipt

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

NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL
 ATTN: JEANELLE GREENE-WRIGHT
 2516 E. 126TH ST UP
 CLEVELAND, OH 44120

**STATE OF OHIO
 CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1905184

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

NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL

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

Document(s):
DOMESTIC ARTICLES/NON-PROFIT

Document No(s):
201000700008



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 6th day of January, A.D. 2010.

Jennifer Brunner

Ohio Secretary of State



Prescribed by:

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

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

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input type="radio"/> No	PO Box 670 Columbus, OH 43216

INITIAL ARTICLES OF INCORPORATION

(For Domestic Profit or Nonprofit)

Filing Fee \$125.00

RECEIVED
 2010 JAN -6 PM 2:38
 CLEVELAND REGIONAL OFFICE

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE (1) BOX)

<input type="checkbox"/> (1) Articles of Incorporation Profit (113-ARF) ORC 1701	<input checked="" type="checkbox"/> (2) Articles of Incorporation Nonprofit (114-ARN) ORC 1702	<input type="checkbox"/> (3) Articles of Incorporation Professional (170-ARP) Profession _____ ORC 1785
--	--	--

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

FIRST: Name of Corporation Northeast Ohio College Preparatory School

SECOND: Location Warrensville Ht Cuyahoga
(City) (County)

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

Check here if additional provisions are attached

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

THIRD: Purpose for which corporation is formed

These articles will be establishing a public charter school, in accordance to the Ohio Revised Code. We will be addressing students that are academically and economically Disadvantaged and closing the achievement gap.

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

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

_____ (No. of Shares) _____ (Type) _____ (Par Value)

(Refer to instructions if needed)

**Bylaws/Code of Regulations
of
Northeast Ohio College Preparatory School**

**Article I
General**

Section 1. NAME

The name of this Ohio nonprofit corporation shall be Northeast Ohio College Preparatory School (hereinafter the "Corporation" or "School").

Section 2. OPERATION, OBJECTIVES, AND GUIDING PRINCIPLES

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

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

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

Mission

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

Vision

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

Philosophy Statement

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

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

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

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

Students will learn from their teachers, peers, and community partners. This broad-based approach to learning will be an exciting and valuable experience creating lifelong 21st century learners as well as competent 21st century citizens. Students will learn and grow with the guidance of Highly Qualified Teachers, Instructional Aides, and Intervention Specialists. The school will provide a safe and nurturing environment, placing a premium on self-discipline, individuality and responsibility. The dedicated staff will work in small groups and one-on-one with students, addressing not only their learning issues but also their life situations that have prevented success in traditional schools.

The school is built on a strong foundation of high expectations for academic achievement for all students. A standards-based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the school. Teachers will receive on-going professional development in unpacking learning standards so that students develop the skills necessary to successfully advance from one grade level to the next.

The curriculum is built on the Ohio Learning Standards (OLS) for English Language Arts, mathematics, science, social studies, visual arts, and physical education.

English Language Arts Model Curriculum Standards

Mathematics Standards

Ohio's Science Learning Standards

Ohio's Socials Studies Learning Standards

Ohio's Music Learning Standards

Ohio's Visual Arts Standards

The Ohio Association of Health, Physical Education, Recreation, and Dance (OHPERD):

The Ohio Technology Learning Standards

Section 3. LOCATION

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

Section 4. PROPERTY

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive,

acquire, and manage real and personal property in furtherance of its purposes.

Section 5. FISCAL YEAR

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

Section 6. AUDIT

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

Article II
Membership

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

Article III
Directors

Section 1. NUMBER

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

Section 2. POWERS

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

Section 3. DUTIES

It shall be the duty of the directors to:

- a. Perform any and all duties imposed on them collectively or individually by law, by the

articles of incorporation, or by these bylaws;

- b. Meet at such times and places as required by these bylaws;
- c. Register their postal addresses and email with the secretary of the corporation, and notices of meetings mailed or emailed to them at such addresses shall be valid notices thereof.

Section 4. ELECTIONS AND TERMS OF OFFICE

- a. The Interim Directors of the Corporation shall be named at a time to be determined by the Incorporator. The Interim Directors shall serve until a Board of Directors is elected.
- b. The Board may elect any person who, in its discretion, it believes will serve the interests of the Corporation faithfully and effectively.
- c. Two of the initial five directors elected shall hold office for a period of five years, two shall hold office for a period of two years, and one or two for a period of one year. Thereafter each director shall hold office for a period of up to three years and until his or her successor is elected and qualifies. Each director's term of office shall be specified at the time of election. The term of no more than 40% of the directors shall expire in the same year.
- d. Any Director may, by written notice to the Board of Directors, resign at any time.
- e. Any Director may be removed by a majority vote of all of the remaining members of the Board of Directors without cause at any time, with the exception of the CEO who can only be removed by a majority vote of the remaining directors.

Section 5. EX OFFICIO DIRECTORS

The Chairperson of Board of Directors may appoint one or more *ex officio* members of the Board of Directors. The individual holding the office of Executive Director of the Corporation shall be an *ex officio* member of the Board. *Ex officio* members of the Board of Directors shall be entitled to a notice to be present in person, to present matters for consideration and to take part in consideration of any business by the Board of Directors at any meeting of the Board of Directors, shall not be counted for purposes of a quorum and shall have no voting rights for purposes of authorizing any act or transaction of business by the Board of Directors. Except for the individual holding the office of Executive Director of the Corporation (who shall serve so long as he or she is the Executive Director), the term of an *ex officio* Director shall be for such time as the Board of Directors shall designate.

Section 6. COMPENSATION

A Director may be compensated in accordance with Ohio Revised Code §3314.02(E)(4), or reimbursed for expenses incurred in furtherance of the purposes of the Corporation as authorized

and approved by a majority of the current Directors. Any payments to Directors shall be approved in advance in accordance with this Corporation's conflict of interest policy, as set forth in Article 9 of these Bylaws and Chapter 3314 of the Ohio Revised Code.

Section 7. ANNUAL AND REGULAR MEETINGS

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

Section 8. SPECIAL MEETINGS

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

Section 9. NOTICE OF MEETINGS

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

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

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

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

1. **Regular Meetings:** Notice of regular meetings shall be posted (i) on the main entrance of the school or in a conspicuous place in the school no less than five (5) days prior to the date of the meeting; (ii) notice will be provided to any news media that requests notification no less than five (5) days prior to the date of the meeting; and (iii) notice will be provided via e-mail to any person requesting advanced notice of meetings no less than five (5) days prior to the date of the meeting.
2. **Special Meetings:** Notice of special meetings shall be posted (i) on the main entrance of the school or in a conspicuous place in the school no less than 24 hours prior to the date of the

meeting; (ii) notice will be provided to any news media that requests notification no less than 24 hours prior to the date of the meeting; and (iii) notice will be provided via e-mail to any person requesting advanced notice of meetings no less than 24 hours prior to the date of the meeting.

3. **Emergency Meeting:** Notice of emergency meetings shall be posted (i) on the main entrance of the school or in a conspicuous place in the school immediately and prior to the start of the meeting; (ii) notice will be provided to any news media that requests notification immediately and prior to the start of the meeting; and (iii) notice will be provided via e-mail to any person requesting advanced notice of meetings immediately and prior to the start of the meeting.

Section 10. WAIVER OF NOTICE

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

Section 11. ACTION WITHOUT A MEETING AUTHORIZED

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

Section 12. QUORUM FOR MEETINGS

Except as otherwise provided in these Bylaws, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the Directors entitled to vote who are then in office.

Section 13. MAJORITY ACTION AS BOARD ACTION

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

Section 14. CONDUCT OF MEETINGS

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

Section 15. MEETINGS HELD THROUGH COMMUNICATION EQUIPMENT

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

Section 16. NONLIABILITY OF DIRECTORS

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

Article IV
Officers

Section 1. DESIGNATION OF OFFICERS

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

Section 2. QUALIFICATIONS AND AUTHORITY OF OFFICERS

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

Section 3. ELECTION AND TERM OF OFFICE

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

Section 4. REMOVAL AND RESIGNATION

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

the board of directors relating to the employment of any officer of the corporation.

Section 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors. In the event of a vacancy in any office other than that of Chair, such vacancy may be filled temporarily by appointment by the Chair unless such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. DUTIES OF CHAIRPERSON

The Chairperson (“Chair”), subject to the control of the board of directors, shall supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of directors, the Chair shall preside at all meetings of the board of directors and, if this corporation has members, at all meetings of the members.

Section 7. DUTIES OF VICE CHAIR

In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chair. The Vice Chair shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

Section 8. DUTIES OF SECRETARY

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these bylaws as amended or otherwise altered to date.

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

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

authorized by law or the provisions of these bylaws, to duly executed documents of the corporation.

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

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

Section 9. DUTIES OF TREASURER

The treasurer shall:

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

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

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

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

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

Oversee the Ohio licensed school fiscal officer in his/her rendering to the Chair and directors, whenever requested, an account of any or all transactions and of the financial condition of the corporation.

Oversee the Ohio licensed school fiscal officer in his/her preparation, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, Oversee the Ohio licensed school fiscal officer in his/her performance of duties incident to the school financials and such other duties as may be required by law, by the articles of

incorporation of the corporation, or by these bylaws, or which may be assigned to him or her from time to time by the board of directors.

Article V
Committees

Section 1. EXECUTIVE COMMITTEE

The board of directors may, by a majority vote of its members, designate an Executive Committee consisting of not less than three but no more than five board members and may delegate to such committee the powers and authority of the board in the management of the business and affairs of the corporation, to the extent permitted, and, except as may otherwise be provided, by provisions of law.

By a majority vote of its members, the board may at any time revoke or modify any or all of the executive committee authority so delegated, increase or decrease but not below two (2), the number of the executive committee, and fill vacancies on the Executive Committee from the member of the board. The executive committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

Section 2. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board.

Section 3. MEETINGS AND ACTION OF COMMITTEES

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

Article VI
Indemnification and Insurance

Section 1. GENERAL INDEMNIFICATION

The Corporation: (a) shall indemnify any person who was or is a party or is threatened to be made

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

Section 2. SUITS BY THE CORPORATION

The Corporation may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation.

No such indemnification shall be made in respect of: (a) any claim, issue or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court of common pleas, or the court in which such action or suit was brought, determined upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expense as the court of common pleas or such other court

shall deem proper; or (b) any action or suit in which the only liability asserted against a Director is pursuant to Section 1702.55 of the Ohio Revised Code.

Section 3. INDEMNIFICATION FOR EXPENSES

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

Section 4. DETERMINATION REQUIRED

Any indemnification under Section 6.1 and 6.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of the Director, officer, employee, agent or volunteer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.1 and 6.2. Such determination shall be made by any one of the following: (a) the Board of Directors by a majority vote of a quorum consisting of Directors, who were not and are not parties to, or threatened with, such action, suit or proceeding; (b) if such a quorum is not obtained or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five years; (c) the Members; or (d) the court of common pleas or the court in which the action, suit or proceeding was brought. If any action by or in the right of the Corporation is involved, any determination made by the disinterested Directors or by the independent legal counsel under this Section 6.4 shall be communicated promptly to the person who threatened or brought the action or suit by or in the right of the Corporation under Section 6.2, and such person shall have the right, within ten days after receipt of such notification, to petition the court of common pleas or the court in which action or suit was brought to review the reasonableness of such determination.

Section 5. ADVANCES FOR EXPENSES

(a) Expenses (including attorney's fees) incurred by a Director or a volunteer in defending any civil or criminal action, suit or proceeding referred to in Section 6.1 and 6.2 of this Article VI, except where the only liability asserted against a Director is pursuant to Section 1702.55 of the Ohio Revised Code, shall be paid by the Corporation as they are incurred, in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or volunteer in which he or she agrees to: (i) repay such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that his or her action or failure to action involved in act or omission undertaken with deliberate intent to cause injury to the Corporation or undertaken with reckless disregard for the best interest of the Corporation; and (ii) reasonably cooperate with the Corporation concerning the action, suit or proceeding.

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

Section 6. NOT EXCLUSIVE

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

Section 7. INSURANCE

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

Section 8. SECTIONS 1 AND 2

The authority of the Corporation to indemnify persons pursuant to Sections 1 and 2 of this Article VI does not limit the payment of expenses as they are incurred, indemnification, insurance or other protection that may be provided pursuant to another Section of Article VI. Sections 1 and 2 of this Article VI do not create any obligation to repay or return payments made by the Corporation under other Sections of this Article VI.

Section 9. DEFINITION OF "THE CORPORATION" AND "VOLUNTEER"

As used in this Article VI, references to “the Corporation” include all constituent corporations in a consolidation or merger, and the new or surviving corporation, so that any person who is or was a trustee, director, officer, employee, agent or volunteer of such a constituent corporation, or is or was serving at the request of such constituent corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provision of this Article VI with respect to the new or surviving corporation in the same capacity. As used in this Article VI, references to a “volunteer” include any person defined as a “volunteer” with respect to the Corporation under Section 1702.01 of the Ohio Revised Code.

Article VII
Corporate Records, Reports, and Seal

Section 1. MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

- a. Minutes of all meetings of directors, committees of the board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;

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

Section 2. CORPORATE SEAL

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

Section 3. DIRECTORS' INSPECTION RIGHTS

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

Section 4. RIGHT TO COPY AND MAKE EXTRACTS

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

Section 5. PERIODIC REPORT

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

Article VIII

IRC 501(c)(3) Tax Exemption Provision

Section 1. LIMITATIONS ON ACTIVITIES

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

Section 2. PROHIBITATION AGAINST PRIVATE INURNMENT

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

Section 3. DISTRIBUTION OF ASSETS

Upon the dissolution of this corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Section 4. PRIVATE FOUNDATION REQUIREMENTS AND RESTRICTIONS

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

Article IX

Conflict of Interest Policy and Compensation Approval Procedures

Section 1. PURPOSE

The purpose of the conflict of interest policy is to protect Northeast Ohio College Preparatory School, an Ohio non-profit corporation and tax-exempt organization (the "Organization") interest when it is contemplating entering into a transaction or

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

Section 2. DEFINITIONS

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

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

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

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

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

Section 3. PROCEDURES

A) Duty to Disclose.

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with Board delegated powers considering the proposed transaction or arrangement

B) Determining Whether a Conflict of Interest Exists.

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

C) Procedures for Addressing the Conflict of Interest.

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

D) Violations of the Conflicts of Interest Policy.

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

Section 4. RECORDS OF PROCEEDINGS

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

- A) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, the action taken to determine whether a conflict of interest was present, and the Board's or committees decision as to whether a conflict of interest in fact existed.

B) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. COMPENSATION

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

Section 6. ANNUAL STATEMENTS

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

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

Section 7. PERIODIC REVIEWS

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

- A) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- B) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organizations written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. USE OF OUTSIDE EXPERTS

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

Article X
Compensation Policy

Section 1. PURPOSE

The Compensation Policy (the “Compensation Policy”) of the School, an Ohio non-profit corporation and tax exempt organization, has established this policy to ensure compliance with the Internal Revenue Service guidelines for approval of senior management compensation. The corporate board of directors of the School shall follow the following review and approval guidelines.

Section 2. INDIVIDUALS SUBJECT TO THIS POLICY (“COVERED INDIVIDUAL”)

1. **Chief Employed Executives:** The individual or individuals who have the ultimate responsibility for implementing the decisions of the School’s corporate board or for supervising the management, administration, or operations of the School, including the School’s top management official and top financial official. If this ultimate responsibility resides with two or more individuals (i.e. co-presidents or co-treasurers) who may exercise such responsibility in concert or individually, than each individual shall be included.
2. **Officers:** The individual or individuals elected or appointed to manage Northeast Ohio College Preparatory School daily operations, such as president, vice-president, secretary or treasurer. The officers of an organization are determined by references to its organizing document, by-laws, and include, at a minimum, those officers required by applicable state law.
3. **Key Employees:** Individuals who are not a Chief Employed Executive or an Officer of the School, but who meet all of the following tests, applied in the following order:
 - a. **\$150,000 Test:** The individual receives reportable compensation¹ from Northeast Ohio College Preparatory School and all related organizations² in excess of \$150,000 for the calendar year ending with or within Northeast Ohio College Preparatory School’s tax year.

¹ Compensation that is reported on Form W-2, Box 5, or in Box 1 if the employee’s compensation is not reported in Box 5, or Form 1099-MISC, Box 7, filed for the calendar year ending with or within the organization’s tax year.

² An organization that stands in one or more of the following relationships to the filing organization: (1) Parent – an organization that controls the filing organization; (2) Subsidiary – an organization controlled by the filing the filing organization; (3) Supporting/Supported – an organization that is (or claims to be) at any time during the organization’s tax year (i) a supporting organization of the filing organization within the meaning of Section 509(a)(3), if the filing organization is a supported organization within the meaning of Section 509(f)(3), or (ii) a supported organization, if the filing organization is a supporting organization.

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

Section 3. PROCEDURE FOR APPROVING COMPENSATION

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

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

- c. documented telephone calls about similar positions at both non-profit and for-profit organizations.
3. Concurrent Documentation: The Approval Body must document how it reached decisions, including the data on which it relied. To qualify as Concurrent Documentation, written or electronic records of the Approval Body (i.e. meeting minutes) must note:
 - a. the terms of the compensation and the date it was approved;
 - b. the members of the Approval Body who were present during the debate on the compensation that was approved and those who voted on it;
 - c. the comparability data obtained and relied upon and how the data was obtained; and
 - d. any action taken with respect to the consideration by anyone who is otherwise a member of the Approval Body, but who had a conflict of interest with respect to the decision on the compensation.

Section 4. RECORDS

Northeast Ohio College Preparatory School shall retain all records relating to compensation in accordance with Northeast Ohio College Preparatory School's Record Retention and Destruction Policy.

Article XI

Code of Ethics Policy

Section 1. PURPOSE

The following Code of Ethics (the "Code") of Northeast Ohio College Preparatory School ("School"), an Ohio non-profit corporation and tax exempt organization, is intended to guide ethical decision making by its directors, officers and staff members. The Code is based on the following key values:

1. Respect for all persons.
2. Transparency for our actions.
3. Responsibility for our decisions and their consequences.
4. Accountability for our actions.
 - a. We are committed to being responsible, transparent and accountable for all our actions.
 - b. We are committed to avoiding conflicts of interest.
 - c. We are committed to complying with the spirit and the letter of all applicable laws.
 - d. We are committed to treating our staff members with respect and fairness in a workplace that safeguards the rights and welfare of all.

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

Section 2. POLICIES AND PROCEDURES SUPPORTING THE CODE OF ETHICS

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

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

Article XII **Nondiscrimination Policy**

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

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

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

Article XIII **DOCUMENT RETENTION AND DESTRUCTION POLICY**

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

Article XIV

NON-PROFIT FUNDRAISING POLICY

Purpose

The Non-Profit Fundraising Policy (the “Fundraising Policy”) of the School, an Ohio non-profit corporation and tax exempt organization, has established this policy to ensure the directors and officers honor the intentions of donors and ensure that their intentions are honestly fulfilled. As a part of the annual audit, the independent auditors will review any grant and contribution related correspondence and review financial transactions to ensure that any restrictions imposed were met.

Donor Privacy

All information concerning donors or prospective donors, including their names, addresses, telephone numbers, amount of their gifts and other information shall be kept strictly confidential by the School’s directors, officers and staff unless permission is obtained from the donor to release such information.

Gifts and donations may be restricted by a donor for use in any specific service area and/or for any stated the School purpose or program, and these requests must be honored.

Solicitations shall be free from undue influence or excessive pressure and shall be respectful of the needs and interests of the donor or prospective donor.

All fundraising solicitations shall include the following:

1. The School does not share, sell, trade or rent donor lists.
2. Include an option for the donor’s gift to remain anonymous.

Acceptance of Gifts

Whereas the School actively solicits gifts and grants to further the goals of the organization, there is the potential for controversy if certain gifts are accepted that could damage the ability for the School to accomplish its goals. The following procedures are adopted as policy:

1. All decisions to solicit and/or accept potentially controversial fits are to be made by the corporate board of directors, preferable prior to soliciting such gifts.

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

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

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

Outside Parties Fundraising on Behalf of The School

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

Records

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

Article XV

INVESTMENT POLICY

Purpose

This Investment Policy (the "Investment Policy") of the School, an Ohio non-profit corporation and tax-exempt organization, has established this policy in order to:

1. Define and assign the responsibilities of all involved parties.
2. Establish a clear understanding for all involved parties of the investment goals and objectives of Fund assets.
3. Offer guidance and limitations to all Investment Managers regarding the investment of Fund assets.
4. Establish a basis for evaluating investment results.
5. Manage Fund assets according to prudent standards as established in common trust law.
6. Establish the relevant investment horizon for which the Fund assets will be managed.

In general, the purpose of this statement is to outline a philosophy and attitude which will guide the investment management of the assets toward the desired results. It is intended to be sufficiently specific to be meaningful, yet flexible enough to be practical.

Definitions

1. "Fund" shall mean the School's investment portfolio.
2. "Executive Committee" shall refer to the Committee authorized to administer the Fund as specified by the corporate board of directors of the School.
3. "Fiduciary" shall mean any individual or group of individuals that exercise discretionary authority or control over Fund management or any authority or control over management, disposition or administration of the Fund assets.
4. "Investment Manager" shall mean any individual, or group of individuals, employed to manage the investments of all or part of the Fund assets.
5. "Investment Management Consultant" shall mean any individual or organization employed to provide advisory services, including advice on investment objectives and/or asset allocation, manager search, and performance monitoring.
6. "Securities" shall refer to the marketable investment securities which are defined as acceptable in this statement.
7. "Investment Horizon" shall be the time period over which the investment objectives, as set forth in this statement, are expected to be met. The investment horizon for this Fund is 3-5 years.

Delegation of Authority

The School's Executive Committee is a Fiduciary and is responsible for directing and monitoring the investment management of Fund assets on behalf of the School. As such, the Executive Committee is authorized to delegate certain responsibilities to professional

experts in various fields. These include, but are not limited to:

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

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

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

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

General Investment Principals

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

Investment Management Policy

1. Preservation of Capital. Consistent with their respective investment styles and philosophies, Investment Managers should make reasonable efforts to preserve capital, understanding that losses may occur in individual securities.
2. Risk Aversion. Understanding that risk is present in all types of securities and investment styles, the Executive Committee recognizes that some risk is necessary to produce long-term investment results that are sufficient to meet the Fund's objectives. However, the Investment Managers are to make reasonable efforts to control risk, and will be evaluated regularly to ensure that the risk assumed is commensurate with the given investment style and objectives.
3. Adherence to Investment Discipline. Investment Managers are expected to adhere to the investment management styles for which they were hired. Managers will be evaluated regularly for adherence to investment discipline.
4. Liquidity. The Fund will require the ability to deposit and withdraw funds on a continuous basis. Investment Managers therefore should make decisions that will maximize returns through short term investments, while understanding the need for liquidity.
5. Long Term Investments. A portion of the Fund's overall portfolio will be invested in long term growth mechanisms. This amount will be determined either as a percentage of the overall Fund or a fixed amount of the Fund by the Executive Committee on the advice of the Investment Managers.
6. Alternative Fund Sources. This Fund may receive funds from various sources which have their own specific investment policies in place. The sources of these funds may come from planned giving or estate planning, foundation sources or others. In these cases, this Investment Policy will be modified to reflect those conditions and subsequently guide Investment Managers in the handling of those specific funding mechanisms.

Investment Goals

In order to meet its needs, the School's investment objective emphasizes capital growth with some focus on income.

Specific Investment Goals

Over the investment horizon established in this statement, it is the goal of the aggregate Fund assets to exceed:

1. An absolute rate of return of 3-6%, including fixed income.

The investment goals above are the objectives of the aggregate Fund, and are not meant to be imposed on each investment account (if more than one account is used).

Definition of Risk

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

Asset Allocation

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

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

Guidelines for Fixed Income Investments and Cash Equivalents

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

Performance Review and Evaluation

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

1. Investment performance which is significantly less than anticipated given the discipline employed and the risk parameters established, or unacceptable justification of poor results.

2. Failure to adhere to any aspect of this statement of Investment Policy, including communication and reporting requirements.
3. Significant qualitative changes to the investment management organization.

Investment Managers shall be reviewed regularly regarding performance, personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results.

Investment Policy Review

To assure continued relevance of the guidelines, objectives, financial status and capital markets expectations as established in this statement of Investment Policy, the Executive Committee plans to review this investment policy at least annually.

Records

The School shall retain all records relating to investments in accordance with The School's Record Retention and Destruction Policy.

Article XVI

PUBLIC RECORDS POLICY

The Board shall adopt a Public Records Policy in accordance with applicable laws.

Article XVII

WHISTLEBLOWER POLICY

Section I

Purpose

The Code of Ethics (the "Code") of the School, an Ohio non-profit corporation and tax exempt organization, requires the directors, officers and staff members to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As staff members and representatives of the School, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations. It also is our responsibility to report violations of the Code in accordance with this Whistleblower Policy. No director, officer or staff member who in good faith reports a violation of the Code shall suffer harassment, retaliation or adverse employment consequence. The School has adopted this Whistleblower Policy to address the submission by directors, officers and staff members of complaints, concerns and suspected violations with respect to one or more of the following matters:

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

Section II

Reporting Responsibility

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

Section III

No Retaliation

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

Section IV

Reporting Violations

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

Section V

Compliance Officer

The School's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code and, at his/her discretion,

shall advise the Executive Director and/or the audit committee. The Compliance Officer has direct access to the audit committee and is required to report to the audit committee at least annually on compliance activity. The School's Compliance Officer is the Superintendent, or his/her designee. If a director, officer or staff member thinks it is inappropriate to report a complaint, concern or suspected violation to the Complaint Officer, the complainant should report such matters to the President of the Board of Directors.

Section VI

Accounting and Auditing Matters

In the event that a reported concern of complaint involves corporate accounting practices, internal controls or auditing matters, the Compliance Officer shall immediately notify the audit committee of the complaint and work with the audit committee until the matter is resolved. The audit committee shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing matters.

Section VII

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly false will be viewed as a serious disciplinary offense.

Section VIII

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Section IX

Handling of Reported Violations

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Section X

Acknowledgement and Distribution of Policy

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

Section XI

Records

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

Article XVIII

Employee Dismissal and Grievance Procedures

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

DEFINITIONS

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

"Workplace safety" refers to any condition of employment or duty, responsibility, or environmental hazard that may reasonably be viewed to affect an employee's health or the health of other employees. Workplace safety matters expressly include workplace harassment, including sexual harassment. In the event that an employee believes the safety of the workplace is compromised by harassment, s/he must first make a complaint concerning the matter and follow the procedures outlined in the School's Harassment Policies. Grievance timelines associated with

workplace harassment do not begin to run until completion of an investigation and final action on the complaint by the administration.

"Termination" does not include voluntary resignation or retirement.

"Employee discipline" refers to unpaid suspensions and written reprimands, but excludes performance conferences/evaluations, staff assignments, oral reprimands (unless a written record of the reprimand is placed in the employee's file).

"Grievance" shall mean a dispute concerning an employee's discipline or termination of employment, or a dispute concerning workplace conditions that affect workplace safety. Only one subject matter shall be covered in any one grievance.

GRIEVANCE PROCEDURE

It is the policy of the School to treat all employees equitably and fairly in matters affecting their employment. Each employee of the School shall be provided an opportunity to understand and resolve matters affecting employment that the employee believes to be unjust. This section shall apply to all regular full-time, part-time, limited, temporary, and seasonal employees not covered by a collective bargaining. This procedure is available in the case of any employee's disagreement with discipline or termination of employment, as well as any matter relating to workplace safety.

All employee grievances must be filed, in written form, by the aggrieved employee(s). The grievance must be filed within five (5) working days after the employee knew or should have known of the cause of such grievance.

A written grievance shall contain:

- A. the name and position of the grievant;
- B. a clear and concise statement of the grievant;
- C. the issue involved;
- D. the relief sought;
- E. the date the incident or violation took place;
- F. the specific section of the Staff/Employee Handbook alleged to have been violated;
- G. the signature of the grievant and the date.

The following procedures shall be followed:

STEP 1- APPEAL TO SUPERINTENDENT

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

grievance, meet and discuss the grievance with the employee and then reply in writing within ten (10) working days.

STEP 2 – APPEAL TO BOARD GRIEVANCE/DUE PROCESS COMMITTEE

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

STEP 3 – APPEAL TO THE BOARD

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

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

Time limits contained in this grievance procedure outlined above may be extended by the written mutual consent of the parties. If any applicable time limit for advancing the grievance to the next step in the process is not met, the grievance shall be deemed resolved. Each employee shall be afforded any opportunity to be represented at each step of the grievance procedure by a representative of the employee's choice and at no expense to the School.

Article XIX
Amendment of Bylaws

Section 1. AMENDMENT

Subject to the power of the members, if any, of this corporation to adopt, amend, or repeal the bylaws of this corporation and except as may otherwise be specified under provisions of law, these bylaws, or any of the articles of incorporation, may be altered, amended, or repealed and new bylaws adopted by approval of the board of directors.

Article XIX
Construction and Terms

If there is any conflict between the provisions of these bylaws and the article of incorporation of this corporation, the provisions of the articles of incorporation shall govern.

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

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

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

[End of Document]

ADOPTION OF BYLAWS

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

Dated: July 8, 2022

Rodney Lewis

Mandisa Lewis

Sanya Byrd



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/30/2014	201418101277	DOMESTIC AGENT SUBSEQUENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00	0.00

Receipt

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

NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL
 ATTN H CALLENDER
 9853 JOHNNYCAKE RIDGE RD STE 107
 MENTOR, OH 44060

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
 1905184

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

NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL

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

Document(s)

DOMESTIC AGENT SUBSEQUENT APPOINTMENT

Effective Date: 06/30/2014

Document No(s):

201418101277



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 June, A.D. 2014.

Jon Husted
 Ohio Secretary of State



Form 521 Prescribed by:
JON HUSTED
Ohio Secretary of State

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

Mail this form to one of the following:

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

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

2014 JUN 10 11:13:06

Statutory Agent Update Filing Fee: 25

(CHECK ONLY ONE(1) OX)

(1) Subsequent Appointment of Agent

Corp (165-AGS)

LP (165-AGS)

LLC (171-LSA)

Business Trust (171-LSA)

Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

Corp (145-AGA)

LP (145-AGA)

LLC (144-LAD)

Business Trust (144-LAD)

Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

Corp (155-AGR)

LP (155-AGR)

LLC (153-LAG)

Partnership (153-AGR)

Business Trust (153-LAG)

Real Estate Investment Trust (153-LAG)

Name of Entity

Charter, License or Registration No.

Name of Current Agent

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

Name and Address of New Agent

Name of Agent

Mailing Address

City State Zip Code

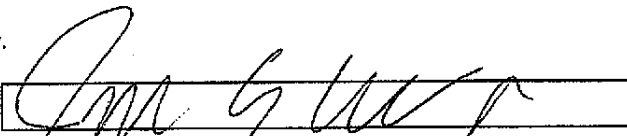
Complete the information in this section if box (1) is checked and business is an Ohio entity

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, , named herein as the
Name of Agent

statutory agent for , hereby acknowledges
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

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

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

New Address of Agent
Mailing Address

City State Zip Code

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

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

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

Mailing Address

City State Zip Code

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

Required

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

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

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

[Handwritten Signature]

Authorized Representative:

Brian K. Nam, BOARD CHAIR

By (if applicable):

BRIAN K. NAM, BOARD CHAIR

Print Name:

[Empty Signature Box]

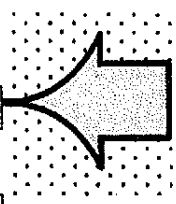
Authorized Representative

[Empty By Box]

By (if applicable)

[Empty Print Name Box]

Print Name



**SIGN
HERE**

General Information

School Name: Northeast Ohio College Preparatory School

Physical Address: 2280 Professor Avenue
Cleveland, OH 44113

Phone Number: (216) 965-0580

Fax Number: (216) 586-2660

County: Cuyahoga County

Grade Levels Served: K-12

Grade Levels in Contract: K-12

Public School District: Cleveland Municipal Schools District

Description of the Facility (including the approx. number of sq. ft. used):

Approximate Square Feet: 80,000 sq. ft.

The leased space includes two former Diocese school buildings, with multiple classrooms, meeting rooms, offices, gymnasiums, cafeterias, and restrooms. Additionally, the lease includes use of the parking lot and green space.

Financial Information

Lease Information

Monthly Payment: \$55,400

Annual Payment: \$664,800

Lease Start Date: July 1, 2025

Lease Expiration Date: June 30, 2027

Additional Information re: Lease Agreement

Mortgage Information

Monthly Payment: N/A

Annual Principal: N/A

Annual Interest Payment: N/A

Landlord Information

Name of Landlord/Lender: Roman Catholic
Diocese of Cleveland
and Accel Schools

Relationship to the Operator:

Accel is the operator; however, the rent passes through Accel to the Diocese in the exact amount due to the Diocese.

Is there any relationship or conflict of interest between the Landlord/Lender and Operator of the school? (This includes individuals with ownership stakes.)

Yes

XX

No

AMENDED AND RESTATED SUBLEASE AGREEMENT

THIS AMENDED AND RESTATED SUBLEASE AGREEMENT (this “Sublease”) is made as of June 27, 2025 (the “Effective Date”), by and between ACCEL SCHOOLS OHIO LLC, a Delaware limited liability company (“Sublandlord”), and NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL, an Ohio nonprofit corporation (“Subtenant”).

WHEREAS, Sublandlord and Subtenant are parties a certain Sublease Agreement dated as of July 1, 2017, as amended by an Amendment of Sublease dated July 1, 2019, a Second Amendment to Sublease Agreement dated June 12, 2020, a Third Amendment to Sublease Agreement dated July 13, 2021, a Fourth Amendment to Sublease Agreement dated as of September 12, 2022, and a Fifth Amendment to Sublease Agreement dated, as of June 30, 2023 (collectively, the “Original Sublease”), pursuant to which Subtenant occupies the “Premises” thereunder and operates the same as Northeast Ohio College Preparatory School (the “School”);

WHEREAS, as of the date hereof, Sublandlord leases the Premises from Most Rev. Edward C. Malesic, Bishop of the Catholic Diocese of Cleveland as Trustee for St. John Cantius Parish (“Prime Landlord”) pursuant to a certain Lease Agreement, dated July 13, 2021 (as amended, the “Original Prime Lease”), the term of which expires June 30, 2025;

WHEREAS, to extend the term Original Prime Lease, Prime Landlord and Sublandlord have entered into that certain Lease Agreement, dated as of June 10, 2025 (the “Prime Lease”), pursuant to which Prime Landlord has leased the Premises to Sublandlord for a term of two (2) years, commencing July 1, 2025 (the “Commencement Date”), and ending on June 30, 2027;

WHEREAS, Subtenant wishes to continue its use and occupancy of the Premises for the Term described above for operation the School (the “Permitted Use”);

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend and restate the Original Sublease as follows:

Section 1 Subleasing of the Premises. Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord the Premises, upon and subject to all of the terms, covenants, rentals and conditions hereinafter set forth. Parties acknowledge and agree that Subtenant presently occupies the Premises pursuant to the Original Sublease and that Subtenant is deemed to have fully inspected and examined the Premises and shall accept the Premises in its then existing condition, AS-IS, WHERE-IS, WITH ALL FAULTS. Sublandlord makes no representation whatsoever in respect of the Premises, including, without limitation, its fitness for use for the Permitted Use and/or compliance of the same with applicable laws and regulations. Subtenant agrees that it shall be responsible, at its sole cost and expense, for providing all fixtures, equipment, and personal property necessary for the operation of the Premises for its Permitted Use that are not furnished by Sublandlord.

Section 2 Term. The term (the “Term”) of this Sublease shall commence on the Commencement Date and expire on June 30, 2027, unless sooner terminated as hereinafter provided. In the event Subtenant’s charter for the operation of a charter school is terminated, non-renewed, or suspended or should the state of Ohio cease to fund the Subtenant prior to the expiration of the Term, Subtenant shall have the right to terminate this Lease upon notice to Sublandlord. Parties acknowledge that, notwithstanding the foregoing, the Term shall be subject in all respects to any termination of the Prime Lease.

Section 3 Rent.

(a) Subtenant shall pay to Sublandlord annual base rent for the Premises (“Base Rent”) during the Term in equal monthly installments, in the amounts set forth in Section 5.2 of the Prime Lease, subject to escalation as provided therein.

(b) Base Rent shall be payable monthly, without demand, setoff, or deduction, except as otherwise provided herein, on or before the first (1st) day of each calendar month, in advance, commencing on the Commencement Date and for the remainder of the Term. If the Base Rent is payable for a fraction of a month, the amount payable shall be a pro rata share of a full month’s rent. Base Rent shall be timely paid to Sublandlord by electronic transfer to an account designated by Sublandlord pursuant to written instructions provided in advance by Sublandlord to Subtenant or by check payable to Sublandlord at such address of which Sublandlord shall notify Subtenant in writing, in each case, until Subtenant receives other written instructions from Sublandlord.

(c) In addition to the payment of Base Rent, Subtenant shall also pay to Sublandlord, as additional rent (“Additional Sublease Rent”) hereunder, any and all sums of money payable by Sublandlord under the Prime Lease. Base Rent and Additional Sublease Rent are collectively referred to herein as “Rent.”

Section 4 Use. Except with the prior written consent of Sublandlord (which may be granted or withheld in its sole and absolute discretion) and Prime Landlord (if required under the Prime Lease), or as otherwise provided in this Sublease, the Premises shall be used only for the Permitted Use. Sublandlord agrees to execute, without cost to Sublandlord, such customary applications, consents and other instruments as shall be required by governmental authorities to permit the operation of the Premises for the Permitted Use, so long as such applications, consents, or other instruments do not impose or subject Sublandlord to any liability, claim, or obligation, and Subtenant hereby covenants and agrees to indemnify and hold harmless Sublandlord from and against any and all claims, costs, demands, losses or liabilities (including attorneys’ fees) which Sublandlord may suffer or incur by reason of Sublandlord’s execution of any such applications, consents or other instruments as Subtenant may request. Without limiting any other provision of this Sublease or the Prime Lease, Subtenant shall take good care of the Premises, suffer no waste or injury thereto, and shall comply with all Laws which are imposed on Sublandlord, as tenant under the Prime Lease, as the same are applicable to the Premises and Subtenant’s use thereof. As used herein “Laws” means all applicable governmental laws, statutes, codes, ordinances, rulings, regulations, orders and decrees, now in force or hereafter enacted, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq., or any successor thereto.

Section 5 Subordination to and Incorporation of Terms of Lease.

(a) This Sublease is in all respects subject and subordinate to any mortgage, deed, deed of trust, superior lease, or other instrument now or hereafter encumbering the Premises (including any building(s) and land encompassed thereby), to the terms and conditions of the Prime Lease and to matters to which the Prime Lease, including any amendments thereto, is or shall be subordinate. The terms, provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements of the Prime Lease are incorporated into this Sublease by reference and made a part hereof as if herein set forth at length, *mutatis mutandis*, and shall, as between Sublandlord and Subtenant (as if they were the “Lessor” and “Lessee,” respectively, under the Prime Lease), constitute the terms of this Sublease, except to the extent that they are expressly inapplicable to, or expressly modified or eliminated by, the terms of this Sublease; it being agreed that, except as provided below, for the purposes of this Sublease, references in the Prime Lease to (a) the “Lessor” shall be deemed to refer to Sublandlord, (b) the “Lessee” shall be deemed to refer to Subtenant, and (c) the “Premises” shall be deemed to refer to the Premises. Subtenant shall in no case

have any rights under this Sublease greater than Sublandlord's rights as "Lessee" under the Prime Lease. Sublandlord may exercise all of the rights, powers, privileges and remedies reserved to Prime Landlord, as "Lessor," under the Prime Lease to the same extent as if fully set forth herein at length, including, without limitation, all releases from liability to Sublandlord thereunder except as may be provided otherwise herein, and all rights and remedies arising out of or with respect to any default by Subtenant in the payment of Rent hereunder or the observance or performance of the terms, covenants, conditions and agreements of this Sublease (including those portions of the Prime Lease that are incorporated herein). Except as expressly set forth herein, Sublandlord and Subtenant each agree to observe and be bound by each and every covenant, condition, and provision of the Prime Lease. Subtenant acknowledges that it has reviewed and is familiar with the Prime Lease, and Sublandlord represents that the copy of the Prime Lease attached hereto as **Exhibit A** is a true, correct, and complete copy of the Prime Lease. In confirmation of the subordination provided for in this Section, Subtenant shall, at Sublandlord's request, promptly execute any requisite or appropriate certificate or other document. Subtenant hereby irrevocably appoints Sublandlord as its attorney-in-fact, coupled with an interest, for the purpose of executing any such instrument of subordination if Subtenant shall fail to execute, acknowledge, and/or deliver any such instrument of subordination within ten (10) business days after Sublandlord's demand therefor.

(b) Notwithstanding anything to the contrary contained herein, incorporation of the Prime Lease pursuant to subsection (a) above is subject to the following:

(i) [Intentionally omitted.]

(ii) References to "Lessor" in the Prime Lease, as incorporated herein, shall, where the context requires, be deemed to refer to Sublandlord or Prime Landlord or both, it being agreed, that (1) any provision in the Prime Lease authorizing access, entry, use, and/or inspection by "Lessor" in respect of the Premises shall, as incorporated herein, be deemed to authorize such access, entry, and/or inspection of the Premises by Sublandlord and Prime Landlord, including the requirement that a Subtenant representative or school employee accompany Sublandlord and Prime Landlord when students are present (provided that references to "Lessor" in Section 13 of the Prime Lease shall, as incorporated herein, be deemed to refer to Prime Landlord only); (2) in all provisions of the Prime Lease incorporated herein that require the approval or consent of Prime Landlord, Subtenant shall be required to obtain the approval or consent of Sublandlord and Prime Landlord, provided that Subtenant shall not make such request directly to Prime Landlord, but rather, Sublandlord shall, upon Subtenant's written request, request Prime Landlord's consent or approval on Subtenant's behalf; (3) any and all insurance required to be maintained by Subtenant pursuant to the Prime Lease, as incorporated herein, shall name both Sublandlord and Prime Landlord as additional insureds and loss payees, as applicable.

(c) To the extent that any provisions of the Prime Lease impose on Prime Landlord any covenants, agreements, or obligations (including, without limitation, Section 8.2 of the Prime Lease), and, by virtue of incorporation, the same are imposed on Sublandlord hereunder, parties hereby agree that Sublandlord shall not be in default hereunder by reason of Prime Landlord's failure to perform so long as Sublandlord uses its commercially reasonable efforts to cause Prime Landlord to perform in compliance with the Prime Lease. To the extent that any provisions of the Prime Lease bind Prime Landlord to any representation or warranty, parties hereby agree that Sublandlord shall not be bound by such representation or warranty, provided that Sublandlord shall use its commercially reasonable efforts to cause Prime Landlord to cure any breach of said representation or warranty, to the extent cure may be feasible.

Section 6 Subtenant's Obligations with Respect to the Prime Lease.

(a) All acts to be performed and all of the terms and provisions to be observed by Sublandlord, as Lessee under the Prime Lease, shall be performed and observed by Subtenant, unless specifically excluded in this Sublease.

(b) Subtenant covenants and agrees that Subtenant shall not do anything that would constitute a default under the terms of the Prime Lease, as incorporated herein, or fail to do anything that Subtenant is obligated to do under the terms of this Sublease so as to cause a default by Sublandlord under the Prime Lease or which may make Sublandlord liable for any Losses thereunder.

(c) In the event that Subtenant shall be in default of any term or provision of, or shall fail to honor any obligation under this Sublease, Sublandlord, on giving the notice required by the Prime Lease (as modified pursuant to Section 12 hereof) and subject to the right, if any, of Subtenant to cure any such default as may be provided in the Prime Lease, but subject to Section 10 hereof, shall have available to it all of the remedies available to Prime Landlord under the Prime Lease in the event of a like default or failure on the part of Sublandlord as tenant thereunder. Such remedies shall be in addition to all other remedies available to Sublandlord at law or in equity.

Section 7 Alterations. Notwithstanding anything to the contrary contained in the Prime Lease, Subtenant shall not make any alterations or changes to the Premises whatsoever, including, without limitation, structural or nonstructural changes (collectively, "Alterations"), without the prior written consent of Sublandlord (not to be unreasonably withheld or delayed) and, if required under the Prime Lease, Prime Landlord. Any Alterations consented to by Sublandlord and, if applicable, Prime Landlord shall be performed by Subtenant, at its sole cost and expense, and in compliance with all applicable conditions and requirements set forth in the Prime Lease and applicable law.

Section 8 Premises Supervisor. As soon as reasonably practicable following the Effective Date and, thereafter, for the remainder of the Term, Sublandlord may cause to be employed a facility supervisor for the Premises (the "Premises Supervisor") to perform such tasks as may be necessary to ensure compliance with the day-to-day maintenance-and-repair requirements set forth in Section 8 of the Prime Lease. Without limitation, the responsibilities of the Premises Supervisor may include the following tasks: (i) effectively manage and oversee the performance of the Managing Agent (as defined in the Prime Lease) and other vendors engaged by or on behalf of Subtenant in connection with maintenance, repair, janitorial, landscaping, trash removal, snow removal, and other facilities-related services; (ii) submit to Sublandlord and/or Prime Landlord written reporting, in form and substance reasonably acceptable to Sublandlord and/or Prime Landlord, as may be requested from time to time; and (iii) respond promptly to, and perform in accordance with, requests made by Sublandlord. Subtenant shall promptly reimburse Sublandlord for any and all costs and expenses incurred by Sublandlord in procuring the services of a Premises Supervisor provided that all such costs and expenses are reasonable and customary in light of the services provided. Any amounts payable as reimbursement pursuant to this Section 8 shall constitute Additional Sublease Rent.

Section 9 Payments to Third Parties.

(a) Subtenant shall cause timely payment for all amounts due to third parties in respect of any service charges, taxes, and other similar expenses relating to the Premises and/or Subtenant's property. If, however, any amounts payable by Subtenant pursuant to the immediately preceding sentence are not directly billed to Subtenant, then Sublandlord may elect to pay the same, in which event Subtenant shall reimburse Sublandlord within thirty (30) days of Sublandlord's demand therefor. If, however, Sublandlord does not elect to make such payment, Sublandlord shall timely furnish

Subtenant with a copy of any applicable bill or invoice, and Subtenant shall cause the same to be paid. If Sublandlord fails to timely provide said bill or invoice, Subtenant shall not be responsible for any late fees or penalties associated with the late payment.

(b) Sublandlord and Subtenant acknowledge and agree that it is their intent to cause the Premises to be exempt from real property (ad valorem) tax (to the extent that the Premises is not already exempt) as provided in Ohio Revised Code Section 5709.07, which exempts real property leased to community schools (the "Community School Exemption"). In furtherance of such intent, Sublandlord shall use its commercially reasonable efforts to obtain the Community School Exemption for the Premises in respect of tax years (or portions thereof) for which such exemption is available. Within thirty (30) days of Sublandlord's demand therefore, Subtenant shall reimburse Sublandlord for any and all reasonable expenses (including attorneys' fees) incurred in connection with Sublandlord's effort to obtain the Community School Exemption. In the event the Community School Exemption is obtained for the Premises resulting in a reimbursement or refund to Sublandlord from the taxing authority or any other governmental authority of taxes that had been actually paid by Subtenant, such reimbursement shall be credited to Subtenant as if it were a payment of Rent hereunder and accounted for in a writing from Sublandlord to Subtenant.

Section 10 Time Limits. In the event Subtenant receives from Sublandlord any notice to cure any default hereunder or under the Prime Lease for which Subtenant is responsible, which notice is based on a notice sent to Sublandlord by Prime Landlord pursuant to the Prime Lease, Subtenant shall cure such condition three (3) days prior to the time required of Sublandlord by Prime Landlord for the cure thereof.

Section 11 End of Term. The Term shall expire and terminate at the end of the Term without the necessity of any further notice from Sublandlord or Subtenant to terminate the same.

Section 12 Notices. All demands, approvals, consents, or notices shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by a nationally recognized and reputable courier service at the party's respective address(es) set forth below. Each notice shall be deemed to have been received upon the earlier to occur of actual delivery or the date on which delivery is refused. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party written notice of the new address.

If to Sublandlord:

At the addresses set forth in Section 26 of the Prime Lease

If to Subtenant:

Northeast Ohio College Preparatory School
Attention: Board President
2357 Tremont Avenue
Cleveland, Ohio 44113

with a copy to:

The Callender Law Group
Attention: Stephanie Klupinski, Esq.
100 East Broad Street, Suite 1700
Columbus, OH 43215

Section 13 Miscellaneous.

(a) Terms capitalized herein but not otherwise defined shall have the meaning given to them in the Prime Lease.

(b) Sublandlord and Subtenant represent and warrant to each other that neither has dealt with any broker in connection with this Sublease. Sublandlord and Subtenant shall indemnify the other against, and hold each other harmless from, any claim of, or liability to, any broker or other party with whom Sublandlord or Subtenant shall have dealt in connection with this transaction or Sublease. This section survives the termination of this Sublease.

(c) In no event shall Subtenant be permitted to assign this Sublease, nor shall Subtenant be permitted to sublease all or any portion of the Premises to another party, in each without first having obtained Sublandlord's prior written consent.

(d) EACH PARTY HEREBY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

(e) This Sublease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each of the parties hereto shall be entitled to rely on delivery of a facsimile or PDF copy of this Sublease, and acceptance by each such party of any such facsimile or PDF copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

(f) This Sublease (together with all exhibits and other attachments hereto, which are hereby incorporated and made a part hereof for all purposes as if fully set forth herein) contains the entire agreement of the parties and no other representations or agreements, oral or otherwise, among the parties not embodied herein shall be of any force or effect with respect to the subject matter hereof. No failure of any of the parties to exercise any power given hereunder, or to insist upon strict compliance of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

(g) This Sublease may not be amended or modified except by a writing signed by both parties.

(h) Until the Commencement Date, all terms and conditions of the Original Sublease shall remain in full force and effect. From and after the Commencement Date, the terms and provisions of this Sublease shall govern, provided that the Original Sublease shall continue to govern the rights and obligations of the parties with respect to periods prior to the Commencement Date.

[Signatures on the following page]

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Sublease to be duly executed as of the day and year first above written.

SUBLANDLORD:

ACCEL SCHOOLS OHIO LLC,
a Delaware limited liability company

By: [Signature]
Name: Steve Goetzinger
Title: EVP

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 27th day of June 2025, by Steve Goetzinger [name], EVP [title] of Accel Schools Ohio LLC, a Delaware limited liability company, on behalf thereof.

In witness whereof, I have hereunto set my hand and official seal.

(seal)



[Signature]
(signature)

My commission expires: 11/30/2027

SUBTENANT:

NORTHEAST OHIO COLLEGE PREPARATORY SCHOOL,
an Ohio nonprofit corporation

By: *Sonya Boyd*
Name: **SONYA BOYD**
Title: **CHAIRWOMAN**

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this 27th day of JUNE 2025, by SONYA BOYD [name], CHAIRWOMAN [title] of Northeast Ohio College Preparatory School, an Ohio nonprofit corporation, on behalf thereof.

In witness whereof, I have hereunto set my hand and official seal.



ANNE KENNEDY TRAKAS
Notary Public, State of Ohio
My Commission Expires:
October 28, 2025

Anne Kennedy Trakas
(signature)

My commission expires: 10.28.2025

EXHIBIT A
PRIME LEASE

(See attached.)

LEASE AGREEMENT

THIS LEASE (the "Lease") is entered into by and between **Most Rev. Edward C. Malesic, Bishop of the Catholic Diocese of Cleveland as Trustee for St. John Cantius Parish** (the "Lessor") and Accel Schools Ohio LLC, a Delaware limited liability company (the "Lessee"). This Lease shall be effective on the date signed by Lessor, if Lessor is last to sign, or on the date signed by Lessee, if Lessee is last to sign (the "Effective Date").

WITNESSETH:

1. **PREMISES.** Lessor holds title to certain property under an implied trust for the benefit of St. John Cantius Parish of the Catholic Diocese of Cleveland (the "Parish") and Lessor does hereby let and lease unto the Lessee for the term and upon the payment of the rents and keeping, performance and observance of all the terms, covenants, provisions, conditions and limitations set forth herein, a portion of such property situated in the City of Cleveland, County of Cuyahoga and State of Ohio and more fully described as follows: The 1st floor, including the gymnasium, and cafeteria (located in the basement) of the St. John Cantius High School Building located at 2357 Tremont Ave., but excluding the bowling alley, the balance of the basement (including without limitation the basement meeting rooms and the kitchen), the hallway from basement level to first floor, the offices and restrooms of said hallway, and the designated rooms off of the gymnasium, and totaling approximately 44,000 square feet of leased space (the "High School Building"), and (2) the St. John Cantius Elementary School Building, consisting of approximately 36,000 square feet (the "Elementary School Building") (collectively, the "Premises"). Although not included as part of the Premises, Lessee shall have a nonexclusive license to utilize Lessor's parking lot provided that such use shall not in any way interfere or hinder Lessor's use of the same.

2. **EQUIPMENT AND FURNISHINGS.** During the term of this Lease, Lessee shall have the use of the equipment and furnishings currently located on the Premises. Lessor and Lessee shall conduct an inventory of the same and each item shall be clearly marked for identification purposes.

Lessee shall not remove any of the equipment, including kitchen equipment, or furnishings from the Premises and shall repair or replace the equipment or furnishings which are damaged, destroyed or have deteriorated as a result of Lessee's use of the same. Upon the termination of the Lessee's occupancy of the Premises, Lessor and Lessee shall verify the condition of the equipment and furnishings. Any article of equipment or furnishing which is excessively worn shall be replaced by Lessee with equipment or furnishings that are of the same or similar condition as existed prior to the inception of the original Term. Lessee shall supply all additional furnishings and equipment required for its occupancy and operations on the Premises. All fixtures and equipment shall meet any and all Federal, state and local regulations, laws, requirements and standards with respect to the use and occupancy of the Premises.

3. TERM AND OCCUPANCY.

3.1 Term: This Lease shall be for a term of two (2) year(s) commencing on the first day of July, 2025 and ending on the last day of June, 2027 (the "Term").

3.2 Occupancy: Lessee presently occupies the Premises pursuant to that certain Lease Agreement (as amended, the "Prior Lease"), dated July 13, 2021. Parties acknowledge and agree that terms and conditions of said Prior Lease shall remain in full force and effect until commencement of the Term, as set forth in Section 3.1 above. Lessee shall be granted occupancy of the Premises commencing on the Effective Date. Notwithstanding this fact, Lessee may not use the Premises for the use specified herein until such time as an appropriate occupancy permit has been issued by the City of Cleveland and all other necessary licenses or permits from any applicable governmental authority are received by Lessee for such use and copies thereof provided to Lessor. Prior to such time Lessee may enter the Premises to make any and all necessary repairs or alterations necessary in order to obtain such permits and/or licenses. Lessor agrees that it shall reasonably cooperate with Lessee in obtaining an occupancy permit so long as all costs associated with such permit shall be borne by the Lessee.

4. RENEWAL TERMS. This Lease shall only be renewed by a written agreement signed by the authorized representative of both parties. The parties agree that in no event shall any email communications between the parties discussing lease terms constitute a written agreement to extend the Lease in accordance with this provision.

5. RENT.

5.1 In General. Lessee agrees to pay to Lessor rent for the use and occupancy of the Premises ("Rent"). Rent shall be paid on or before the first (1st) day of each and every calendar month (prorated for any partial month) and shall be paid directly to St. John Cantius Parish at the place which notices are required to be sent hereunder. The agreement to pay rent hereunder is independent of any other agreement contained in this Lease.

5.2 Rent. As Rent for the term of this Lease, Lessee shall pay Lessor as follows:

- For the period of July 1, 2025 through June 30, 2026, an amount equal to \$664,800.00 per year (approximately \$8.31 per square foot), payable in equal consecutive monthly installments of \$55,400.00.
- For the period of July 1, 2026 through June 30, 2027, an amount equal to \$704,800.00 per year (approximately \$8.81 per square foot), payable in equal consecutive monthly installments of \$58,733.33.

6. PURPOSE, USES, AND COMPLIANCE WITH LAWS. Lessee shall bear full responsibility for the operation and use of the Premises, and ensure its use is exclusively limited to the operation of an Ohio chartered school(s) for grades Kindergarten through 8 and 9 through 12, and for no other purpose. Lessee shall use and occupy the Premises in a careful, safe and proper manner; will not commit or suffer waste therein; will comply with all present and future

laws, ordinances, rules, regulations and requirements of the United States of America, the State of Ohio and the appropriate local government respecting said Premises and the use and occupation thereof. Lessee shall make, at its sole cost, any and all repairs, modifications, alterations or additions to the Premises that may be required by any such laws, ordinances, rules, regulations or requirements, including but not limited to any repairs, modifications, alterations, or additions necessary to obtain a certificate of occupancy or to comply with any applicable building codes, fire/health and safety codes, with the Americans with Disabilities Act (as amended) or any similar state law. Lessee shall not utilize the Premises in any manner which may obstruct or interfere with the rights of other lessees or occupants at the Parish. Lessee shall not use, or permit the Premises to be used, in any manner that is contradictory to the teachings or mission of the Catholic Church, that promotes the espousal of any particular belief or viewpoint that is contradictory to the teachings of the Catholic Church as determined by the Bishop of the Catholic Diocese of Cleveland, or that is otherwise injurious to the reputation of the Parish, the Catholic Diocese of Cleveland, or the Bishop of the Catholic Diocese of Cleveland.

7. ALTERATIONS AND FIXTURES. Lessee may, upon obtaining the prior written consent of the Lessor, at its own expense, beginning with the execution of this Lease, from time to time during the term hereof or any extension hereof, make such interior improvements, alterations, additions, and/or changes (the "Alterations") in and to the Premises as it finds necessary or convenient for its purposes. All such work shall be done in a professional, good, and workmanlike manner and comply with all applicable ordinances, laws and regulations of all authorities having jurisdiction over the Premises and Lessee's use of said premises. Moreover, Lessee shall make such Alterations as reasonably recommended by the insurers issuing coverage on the Premises. Unless otherwise provided in the written consent, any such Alterations in or to the Premises shall become the property of the Lessor and be included in the Premises. Lessee shall, at its sole cost and expense, upon receipt of written instructions from the Lessor, remove any Alterations in or to the Premises made in violation of this paragraph and restore the Premises to the condition in which they were originally found.

8. REPAIRS AND CUSTODIAL REQUIREMENTS.

8.1 Lessee's Maintenance and Repair Obligations. Lessee, at its own expense, shall all times keep and maintain the Premises in a clean, safe, and sanitary condition.

Lessee shall at its own expense perform all repairs to and maintenance necessary to keep in good condition and repair the interior portions of the Premises and the interior fixtures and appurtenances, including but not limited to interior walls, floor coverings, carpeting, finished ceilings, entranceways, vestibules, partitions, windows, window frames, glass, moldings, doors, door openers, light bulbs, fluorescent tubes, lighting fixtures (including component parts such as starters, ballasts, lenses or grills), furnishings and all items installed by Lessee.

Lessee shall, at its sole cost and expense, repair and replace, or reimburse Lessor for any costs incurred to repair and replace, any damage or injury to the Premises or the buildings comprising the Premises or any of their fixtures, appurtenances, or equipment, caused by Lessee or the school occupying the building, their employees, agents, contractors or subcontractors, invitees, licensees, or any other person for whom they are responsible. In the event such damage occurs, Lessee shall immediately notify Lessor and Parish of the damage shall promptly submit for approval with the Lessor any and all plans for the repair of such damage prior to undertaking

the same. All repairs and replacements performed by Lessee shall be of a quality equal to the original work or installations, and shall be completed to the reasonable satisfaction of Lessor. If Lessee fails to make such repairs or replacements, the same may be made by Lessor or the Parish for the account of Lessee and the cost shall be promptly reimbursed to the Lessor or Parish, as the case may be.

Lessee shall be responsible, at its sole cost, for making any and all repairs, modifications, alterations or additions to the Premises that may be required by any laws, ordinances, rules, regulations or requirements, including but not limited to any repairs, modifications, alterations, or additions necessary in order for the Premises to be used for its intended use or to obtain a certificate of occupancy or to comply with any applicable building codes, fire/health and safety codes, with the Americans with Disabilities Act (as amended) or any similar federal, state, or local law. Any such repair, modification, or alteration shall be governed by and done in accordance with Section 7 of this Lease.

8.2 Lessor's Obligations. Lessor shall, at its expense, make all necessary repairs or replacements to the structural and exterior portions of the Premises and the building of which it is a part, including but not limited to the roof, weight bearing walls and columns, footings, foundations, structural floors, and all main utility lines, pipes, conduits, equipment and systems that serve the entire building of which the Premises is a part.

8.3 Snow Plowing. Lessee, at its sole expense shall be responsible for procuring all snow removal services to keep the parking lot, driveways, walkways and entranceways of the property clear and free of snow and ice at all times Monday through Friday during the Term or any renewal term of this Lease.

8.4 Trash Removal. Lessor shall be responsible for trash removal services for the Premises, provided that Lessee shall reimburse Lessor within thirty (30) days of receiving an invoice for trash removal services for the Premises.

8.5 Window Replacement. In accordance with Section 7 and 8.1 herein, Lessee, at its sole expense, shall replace all windows on the 2nd and 3rd floors of the lower campus school building no later than August 15, 2025 (“Window Replacement Project”). All work for the Window Replacement Project shall be completed in a professional, good, and workmanlike manner and comply with all applicable ordinances, laws and regulations of all authorities having jurisdiction over the Premises and Lessee's use of said premises. Additionally, the windows installed for the Window Replacement Project shall be of the same quality, style and color as the windows installed in the basement and first floor of the lower campus.

8.6 HVAC Maintenance. Lessee shall reimburse Lessor within thirty (30) days of receiving an invoice for maintenance and servicing of the heating, ventilating and cooling systems within the Premises.

8.7 Fire & Security Systems Lessee shall be responsible for all maintenance and repair of the fire and security systems serving the Premises.

8.8 Master Lock System. Lessee, at its sole expense, shall engage a locksmith to rekey all doors in both school buildings to be on a single key master lock system that opens every door in each respective building and such rekey process shall be completed no later than August 15, 2025. Thereby creating two master keys for the Premises. All work shall be completed in a professional, good, and workmanlike manner and comply with all applicable ordinances, laws and regulations of all authorities having jurisdiction over the Premises and Lessee's use of said premises.

8.9 Parking Lot. Lessee agrees that it shall contribute fifty percent (50%) of the cost of repaving, resurfacing, resealing and/or striping of the parking lot serving the Premises undertaken by Lessor during the Term, or any renewal thereof. Lessor agrees to provide Lessee with advance notice of its intent to undertake such work at least thirty (30) days prior to the commencement. Without limitation, said notice shall include a description of the work and Lessor's reasonable estimate of the cost thereof. Lessor shall comply with any requirements set forth by the Catholic Diocese of Cleveland (including any applicable requirements relating to competitive bidding). Lessee shall reimburse Lessor within thirty (30) days of receiving an invoice related to the parking lot repairs.

8.10 Managing Agent: At all times during the Term, Lessee shall, at its sole cost, hire a managing agent for the property to maintain and operate the Property in a manner consistent with the requirements set forth in this Lease including but not limited to Section 8.1 (the "Agent"). Agent's services shall include, but are not limited to, the services listed below:

- (a) Management of daily cleaning to ensure the Premises is maintained in a clean, safe, and sanitary condition.
- (b) All maintenance and repairs of all plumbing, electrical and mechanical systems in accordance with Lessee's obligations set forth herein..
- (c) Perform weekly inspection of the Premises and detail findings in a written report. Lessor shall be provided a report of the weekly inspection.
- (d) Agent shall notify Lessor immediately of any findings during inspections that requiring immediate attention of any party, or create a safety risk.
- (e) Agent will be on call and available to repair or manage any/all emergency items as they occur (i.e. flooding, power outages, etc.).
- (f) All repairs and replacements completed by Agent shall be done in a professional, good, and workmanlike manner and comply with all applicable ordinances, laws and regulations of all authorities having jurisdiction over the Premises and Lessee's use of said premises.

8.11 Notification of Violations. In accordance with Section 13 herein, Lessor may make inspections of the Premises to ensure Lessee's compliance with the Lease. Upon such inspection by Lessor, if Lessee is found to have violated Section 8 herein through failure to maintain the Premises in a condition that is clean, safe, sanitary and in good repair, Lessor shall provide written notice and photos of such violations to Lessee Authorized Representative as set forth below:

Lessee's Authorized Representative

Name: Debroah A. Mays

Email: dmays@accelschools.com
Phone: (216) 583-5230 ext. 7205

Following receipt of such notice, Lessee shall promptly commence efforts to cure the violation. If Lessee fails to cure or develop a plan to cure violation (only in instances when immediate cure is impossible) within two (2) business days following receipt of such notice of violation, Lessor may at its discretion, cure the violation and bill Lessee for any and all fees associated with inspecting and curing the violation(s). Lessor agrees that such inspections will not occur more than twice a month except in the event of an emergency.

9. **MECHANIC'S LIENS.** Lessee shall not permit any mechanic's, laborers', materialmen's or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Premises solely for Lessee or under Lessee's control. If any such lien shall be filed or shall attach, the Lessee shall promptly either pay the same or procure the discharge of the same by giving security or in any manner required or permitted by law. Lessee's failure to do so within thirty (30) days of the filing of the lien or attachment shall result in the payment of the same by the Lessor and subsequent recovery of all expenses and costs from the Lessee. Lessee shall indemnify, hold harmless and defend the Lessor from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery or materials and shall promptly reimburse the Lessor for all costs and expenses thereof, including but not limited to reasonable attorney's fees, bond premiums and court costs.

10. **UTILITIES AND OTHER SERVICES.** Lessee shall be responsible for payment of all utility costs associated with its use of the Premises. The foregoing notwithstanding, due to the fact that the Premises consists of only a portion of the High School Building, the parties agree to allocate the utility bills for the Premises as follows: Lessee shall be responsible for eighty five percent (85%) of the utility bills for the High School Building, and one hundred percent (100%) of the utility bills for the Elementary School Building, including electric, gas, and water/sewer.

Lessor shall make full payment of the utility bills for the Building directly to the utility provider and shall deliver to Lessee a copy of the bill and a written request for payment detailing the amount of the bill and Lessee's share thereof. Lessee shall thereafter pay to Lessor its full share of such bill within seven (7) days of receipt of Lessor's request for payment. In the event Lessee fails to make payments under this section within ten (10) days after the same is due, such amount will be automatically subject to a late payment charge of five percent (5%) of the delinquent amount, in each instance, to cover Lessor's additional administrative costs. In addition to the late charge set forth above, Lessee shall also be required to pay interest on all such unpaid sums (including any late charge(s)), at a per annum rate equal to the lesser of: (i) fifteen percent (15%) or (ii) the maximum rate permitted by applicable law. Interest will not be compounded. The right of Lessor to charge a late charge and interest is in addition to Lessor's rights and remedies upon an event of default.

Lessee shall be solely responsible for obtaining and paying for all telephone, internet, and cable services.

11. **HOLDING OVER.** In the event Lessee remains in possession of the Premises after the expiration or termination of the term of this Lease, or any renewal or extension hereof, Lessee shall be a tenant at sufferance at 200% of the monthly rental rate in effect during the last month of the Term or Renewal Term, unless otherwise agreed to in a written instrument signed by both parties. Said tenancy shall be in accordance with all terms and provisions of this Lease and shall not diminish in any respect Lessor's remedies with respect to Lessee's failure to vacate. **Nothing contained in this section shall be deemed to authorize Lessee's holding over, and in no event shall any renewal or extension of the Lease be implied by any conduct of either party or both parties, including without limitation, the acceptance of any rent payment by Lessor.**

12. **SUBLETTING, ASSIGNING, AND LICENSING.** Lessee for itself and its successors and assigns, covenants that it shall not sublet any portion of the Premises, except to Northeast Ohio College Preparatory School (which Lessor hereby approves), and shall not assign, mortgage or encumber this Lease or any interest herein, and shall not grant to any other person or party a license to use any portion of the Premises without the prior written consent of the Lessor.

13. **LESSOR'S RIGHT TO ACCESS AND EXAMINE PREMISES.** Lessor and its agents and representatives may enter upon the Premises at any time for the following purposes: (i) inspecting the Premises; (ii) making repairs, replacements, or alterations as allowed or required by the Lease; (iii) showing the Premises to prospective purchasers, tenants, or lenders; or (iv) confirming that the Lessee is complying with all terms of this Lease. Lessor shall use reasonable efforts not to unreasonably interfere with Lessee's use of the Premises and shall give Lessee reasonable notice (which may be oral notice) of Lessor's intent to enter upon the Premises to Lessee's Agent and/or Lessee's Authorized Representative. In the case of a real or apparent emergency, no such notice shall be required.

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

15. **INSURANCE.**

15.1 Lessee shall fully insure itself with, and furnish to Lessor satisfactory proof that Lessee has in force for the entire period covered by the Lease, the following classes of insurance in the form and with limits specified below, to be maintained until the Lease is terminated or expires or for such longer period of time as specified herein:

- a) **Commercial General Liability** with a limit of liability insuring both bodily injury, personal injury, and property damage in an amount of not less than \$1,000,000.00 per occurrence, with a general aggregate of \$2,000,000.00, providing coverage for the Lessee's use and occupancy of the Premises and its operations thereon and to cover such

claims as may be caused by or arise out of an act, omission, or negligence of the Lessee or its officers, employees, laborers, agents, representatives, subcontractors and assigns.

b) **Commercial Automobile Liability Insurance** for owned, non-owned and hired automobiles, trucks and other licensed motorized vehicles utilized in connection with Lessee's use and occupancy of the Premises and its operations thereon. The policy shall have a limit of liability insuring both bodily injury, and property damage in an amount of not less than \$1,000,000.00 per occurrence.

c) **Employers Liability Insurance** with limits of at least \$1,000,000 bodily injury for each accident; \$1,000,000 bodily injury by disease for each employee; and \$1,000,000 bodily injury disease aggregate.

d) **Umbrella / Excess Liability Insurance**, written on an occurrence basis in excess of the Commercial General Liability, Automobile Liability, and Employers Liability policies, and which is at least as broad as each and every one of such policies, with minimum limits of \$4,000,000.00 per occurrence, a general aggregate of \$4,000,000.00, and a products and completed operations aggregate of \$4,000,000.00.

The total amounts of underlying insurance required by this Agreement may be satisfied by Lessee purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this section.

e) **Workers Compensation Insurance** and other employee benefits as required by Federal, state and local laws and ordinances and provide to Lessor immediately upon execution of this Agreement copies of any applicable certificates of compliance.

f) **Professional or Educator Liability insurance** covering itself, its officers, employees, agents, representatives, subcontractors and assigns, with a combined single limit of liability in an amount of not less than \$1,000,000.00 per occurrence, with a minimum general aggregate of \$2,000,000.00.

g) **Abuse or Sexual Misconduct insurance** covering itself, its officers, employees, agents, representatives, subcontractors and assigns, with a combined single limit of liability in an amount of not less than \$1,000,000.00 per occurrence, with a minimum general aggregate of \$2,000,000.00.

Insurance as referenced herein above shall be obtained from a carrier rated at least "A-" by A.M. Best Company and licensed or approved in the State of Ohio.

Lessee shall provide to Lessor immediately upon execution of this Agreement a Certificate of Insurance and Endorsement that evidences the above coverage and that:

- a. names each of the following as both **Additional Insured** and certificate holders for the Commercial General Liability, Automobile Liability, Employer's Liability, and Umbrella Liability insurance:
 1. The Bishop of the Catholic Diocese of Cleveland
 2. The Diocese of Cleveland
 3. and St. John Cantius Parish
- b. provides that the Lessor shall be given thirty (30) days advance written notice of the cancellation or reduction of coverage, and
- c. provides that the insurance shall be Primary insurance and Non-Contributory to any other insurance or self-insurance available to the Additional Insured with respect to the claims arising out of this Agreement and that the insurance applies separately to each insured against whom claim is made or suit is brought. Insurance maintained by the additional insureds shall be considered excess insurance only.
- d. With respect to the Commercial General Liability insurance, Additional Insured status must be provided on ISO forms CG 20 10 and CG 20 37 or equivalent.

15.2 As additional consideration during the term of this Lease and any renewal or extension thereof, Lessee shall reimburse Lessor for the cost of all reasonable insurance carried by Lessor covering the Premises, including but not limited to, Risk Insurance on the building and Lessor's contents to the full replacement cost thereof, liability insurance for bodily injury and property damage, boiler insurance if applicable, and the amount of any deductible or self insured retention required to be paid by Lessor in the event of any claim made by Lessor, provided that said claim arises from or otherwise relates to Lessee's use or occupancy of the Premises including but not limited to any of Lessee's, or its employees, or invitees acts or omissions, or Lessee's performance under this Lease.

16. **PERSONAL PROPERTY**. Any and all trade fixtures, furnishings, equipment, and other personal property placed or maintained on the Premises shall be at Lessee's sole risk, and Lessor shall not be liable for any loss or damage to such property from any cause whatsoever.

17. **INDEMNIFICATION**. Lessee shall, to the fullest extent allowed by law, indemnify and save Lessor, the Catholic Diocese of Cleveland, the Parish and their respective officers, shareholders, beneficiaries, partners, representatives, contractors, agents, clergy, attorneys, and employees harmless from and against any and all claims, actions, damages, demands, losses, liabilities, costs and expenses, including without limitation all reasonable professional and attorneys' fees and litigation costs, arising out of or relating to: (a) Lessee's default under this Agreement; (b) the occupancy or use of the Premises by Lessee or Lessee's agents, contractors, employees, servants, sublessees or any others that Lessee allows onto the Premise (each a "Lessee Party"); (c) any act or omission of Lessee or any Lessee Party, or (d) Lessee's violation of applicable laws. In the event Lessor is made a party to any litigation

commenced by or against Lessee to which the foregoing indemnity of Lessee would apply, then Lessee shall defend Lessor by counsel reasonably satisfactory to Lessor and pay all costs, and expenses incurred or paid by Lessor in connection therewith, failing which the entire amount thereof together with Lessor's attorneys fees in connection therewith shall be added to Lessee's agreement to indemnify Lessor and shall bear interest at the rate of ten percent (10%) per annum. The provisions of this Section 17 shall survive the expiration or termination of this Lease.

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

18. DEFAULT AND TERMINATION.

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

- i) Failure to comply with section 3.2, 5, 6, 8, 10 or 12 of this Lease;
- ii) Failure of Lessee to remove any liens or encumbrances placed on the Premises as a result of obligations or debts of the Lessee as set forth in section 9 above;
- iii) Abandonment of the Premises by the Lessee, by leaving the premises or a substantial portion thereof, vacant or deserted for a period of over thirty (30) consecutive days;
- iv) Failure to comply with any other provisions of this Lease for thirty (30) days after written notice thereof by Lessor; provided that if the nature of such Default is such that the same cannot reasonably be cured within such period, Lessee shall not be deemed to be in Default if Lessee shall within such period commence to cure such Default and thereafter diligently prosecute the same to completion;
- v) Lessee becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or makes an assignment for the benefit of creditors.

18.2 **Occurrence of Default.** Upon the occurrence of a default by Lessee, Lessor may, without prejudice to any other remedies, peaceably re-enter and take possession of the Premises. At any time during which Lessee is in default, Lessor may also terminate this Lease, without obligation to do so. Lessee shall pay Lessor all losses suffered by reason of Lessee's default, including (a) in the case of termination of this Lease, the difference between the rents and other charges becoming due and payable for the balance of the term of this Lease, less the amount of rent loss that Lessee proves could have been reasonably avoided, or (b) if Lessor does not elect to terminate this Lease, the rents and monthly charges due under this Lease, as they become due,

less the amounts, if any, actually received by Lessor upon reletting the Premises; and in either case, the amount of any brokerage commissions, repairs, alterations, and similar expenses reasonably incurred by Lessor to relet the Premises. Lessee's obligation to pay the rent shall survive any termination of this Lease due to Lessee's default. Nothing contained in this Section 18.2 shall be deemed a limitation upon any remedies available to Lessor at law or in equity and Lessor shall have the right to undertake any of the aforementioned remedies independently, concurrently, or successively.

18.3 Termination. In addition to termination as a result of default as described above, Lessor may terminate this Lease Agreement effective as of June 15 of any given year during the term of this Lease without further obligation in the event that the Parish has been or is to be closed or has been or is to be merged with any other parish or parishes. Lessor shall provide Lessee at least sixty (60) days advance written notice in accordance with the notice provisions as set forth in paragraph 26 herein of its decision to terminate the Lease pursuant to this provision.

All rights and duties under this Lease shall terminate effective as of the June 15 next occurring after the sixty (60) day notice period has expired, with exception of Lessee's obligation to pay any rent which may be due through the termination date, all reimbursable expenses up to the termination date which are payable to Lessor in accordance with the terms and conditions of this Lease and Lessee's obligation to Lessor under this Lease.

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

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

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

Lessee hereby agrees to accept and take possession of the Premises in its "AS IS," PRESENT CONDITION and "WITH ALL FAULTS." LESSOR AND LESSEE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR

LESSEE'S INTENDED COMMERCIAL PURPOSE, AND LESSEE'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LESSOR OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, LESSEE SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LESSOR OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

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

22. **SUCCESSORS OF THE PARTIES**. This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, but nothing in this paragraph shall authorize an assignment or subleasing of Lessee's interest herein without the express written consent of the Lessor.

23. **SEVERABILITY**. All agreements and covenants contained in this Lease are severable and in the event that any of them, with the exception of those in sections 5 and 6 hereof, shall be held invalid by any competent court, this Lease shall be interpreted as if such invalid agreements and covenants were not contained herein.

24. **TAXES**. On or before the last day on which payment may be made without penalty or interest, Lessee shall pay to the proper public authorities all taxes, if any, permits, inspection and license fees. All real estate taxes and assessments, special or otherwise, public charges, ordinary and extraordinary assessments of every kind and nature whatsoever, which are levied, if any, assessed or imposed by any public authority with respect to the Premises, or any part thereof, or on any improvements at any time situated thereon or assessed on the interest of Lessor in or under this Lease or arising out of the occupancy, use or possession of the Premises, subsequent to the commencement of the term of this Lease and during the term of this Lease, as well as any installments of assessments falling due during the term of the Lease, shall be assumed by the Lessee on a pro-rated basis determined by the percentage of the assessed property that the Lessee actually occupies and for the term of this Lease.

Lessee shall be responsible for the payment of any and all taxes assessed upon the fixtures, furnishings, equipment and all other personal property of the Lessee or Lessor contained in the Premises regardless of when such taxes become due and payable and, if said tax(es) are for Lessor's property on a pro-rata basis. For the purpose of determining said amount, the figures supplied by the County Assessor as to the amounts so assessed shall be conclusive. Lessee shall comply with any and all reporting requirements for the property located in the Premises.

Lessee shall immediately pay any taxes and assessments due directly to the public authority levying or imposing the same. In the event that the payment is not timely made, the Lessor may make the payment of the same and include the amount total amount paid in the following month's installment of rent. Failure to reimburse the Lessor for said payment of any taxes and assessments shall be deemed as a default under the terms of this Lease.

25. **NON-WAIVER**. No waiver of any breach or default of Lessee shall be implied from any omission by Lessor to take action on account of any similar or different breach or default or from any acquiescence of Lessor in any prior event of default. No express waiver shall affect any breach or default other than the breach or default specified in the express waiver and that only for the time and to the extent therein stated.

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

Lessor:

St. John Cantius Parish
Attn: Pastor or Administrator
906 College Avenue
Cleveland, Ohio 44113

Lessee:

Accel Schools Ohio LLC
1750 Tysons Blvd, Ste 1300
McLean, VA 22102
Attn: Legal

With a copy to:

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

Fax: 216-781-7732

27. **SIGNS**. Lessee may erect such ground signs upon the Premises as may be in compliance with appropriate local government regulations respecting such and must be approved by the Lessor in advance, in writing, of which such approval will not be unreasonably withheld. All Lessee signage existing as of the Effective Date at or around the Premises (including, without limitation, banners, vinyl graphics, and other signage on the building exterior or otherwise visible from outside the building) shall be permitted hereunder to remain in its current location, provided that the same be in compliance with appropriate local government regulations respecting such and Lessee immediately repairs any damage to the property due to the signs or placement thereof.

28. **EMINENT DOMAIN**. If all or any part of the Premises shall be taken or appropriated for public or quasi-public use by the right of eminent domain, either party hereto shall have the right at its option, exercisable within thirty (30) days of receipt of notice of such taking, to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before Lessee may terminate this Lease by reason of taking or

appropriation as provided herein above, such taking or appropriation shall be of such an extent and nature as to substantially impair Lessee's use of the Premises.

If any part of the building other than the premises shall be so taken and appropriated, Lessor shall have the right at its option to terminate this Lease. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation, together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to the Lessee for the taking of personal property belonging to Lessee. No temporary taking of the premises, and/or of Lessee's rights therein or under this Lease shall terminate this Lease or give Lessee any right to any abatement of rent or other obligation thereunder.

29. **RELATIONSHIP OF THE PARTIES.** Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of a partnership or of a joint venture between the parties hereto, or any relationship other than that of Lessor and Lessee.

30. **LESSOR'S REPRESENTATIVE.** The Pastor, Administrator, or Presbyteral Moderator of the Parish shall serve as Lessor's representative for the purposes of this Lease, except that no modification, amendment, renewal, or any other change to this Lease shall be effective unless such is signed by the Bishop of the Catholic Diocese of Cleveland or his successor.

31. **CORPORATE LESSEE.** The person executing this Lease on behalf of Lessee hereby warrants that the Lessee is duly organized or qualified under the laws of, and is qualified to do business in, the State of Ohio and that each person executing this Lease on behalf of Lessee is authorized to sign and execute this Lease. It is agreed that evidence of such authority will be provided to Lessor upon request.

33. **ENTIRE UNDERSTANDING; MODIFICATION.** This Lease sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing signed by both parties.

34. **EXHIBITS AND ATTACHMENTS.** Any and all exhibits, amendments, addenda, or attachments, if any, attached to this Lease are fully incorporated herein and made a part hereof by this reference.

35. **CAPTIONS.** The captions used as headings for the various sections of this Lease are used as a matter of convenience for reference purposes only.

36. **SUBORDINATION.** This Lease shall automatically be subordinate at all times to the lien of any mortgage now or hereafter placed upon the Premises. Lessee shall execute and deliver within 10 days after Lessor's request for same, such instruments as may be desired by Lessor or by any mortgagee subordinating this Lease to the lien of any present or future mortgage.

37. **ESTOPPEL CERTIFICATE.** Lessee shall, within 10 days after receipt of Lessor's request therefore, execute and deliver to any proposed purchaser or mortgagee of the Premises, a certificate stating: whether this Lease is in full force and effect; whether this Lease has been modified or amended and, if so, identifying and describing any such modifications or amendments; the date to which the Rent has been paid; whether Lessee knows of any default on the part of the Lessor or has any claim against Lessor and, if so, specifying the nature of such default or claim; and such other matters as may reasonably be requested by the recipient thereof.

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

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

40. **LESSOR'S RIGHT OF USE AND ACCESS.** Notwithstanding anything to the contrary contained herein, Lessor shall have the right and license to use, and may grant to other parties the right and license to use, any portion of the Premises for business, educational, social or recreational functions, receptions and other activities or events occurring after-hours (defined hereinafter). Lessor shall coordinate any use of the Premises with the designated representative of the Lessee. Any events or activities of Lessor occurring after 5:00 p.m. on weekdays and anytime on weekends (i.e. "after-hours") shall have priority over any event or activities of Lessee; provided, however, that if Lessee has scheduled an event or activity for a specific time or date, that event or activity shall have priority over any after-hours activity of Lessor arising after Lessee's event or activity or use has been scheduled. Lessor shall not be obligated to pay any amount to Lessee for any use of the Premises for its events, activities, or use; provided, however, that Lessor shall reasonably cleanup those areas used by Lessor. Lessor's use of the Premises is unrelated to the policies, operation, or uses of Lessee, and Lessor's use of the Premises shall be as owner of the Premises and not as the agent, licensee, guest, or program of Lessee.

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

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

43. **BROKER COMMISSION**. Neither Lessor nor Lessee has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Lessor and Lessee hereby each indemnify the other against all costs, expenses, attorneys’ fees, liens and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party. The provisions of this Section 43 shall survive the expiration or earlier termination of this Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates set forth below.

LESSOR

LESSEE

Accel Schools Ohio LLC

By: + Edward C. Malesic

By: Marie Szalay

Print: Most Rev. Edward C. Malesic

Print: Maria Szalay

Title: Bishop of the Catholic Diocese of Cleveland as Trustee for Parish (St. John Cantius Parish)

Title: COO

Date: 10 June 2025

Date: June 4, 2025

Requested and Accepted:

By: Rev. James M. Roach

Print: Rev. James M. Roach

Title: Pastor, St. John Cantius Parish

Date: 05 JUNE, 2025

STATE OF OHIO)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Most Rev. Edward C. Malesic, Bishop of the Catholic Diocese of Cleveland who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his capacity as Trustee for St. John Cantius Parish.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 10 day of June, 2025.



DONALD P OLEKSIK
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES
OCTOBER 3, 2027

Donald P. Oleksiak
NOTARY PUBLIC

STATE OF VIRGINIA)
COUNTY OF FAIRFAX)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Maria Szalay, COO of Acel Schools Ohio, duly authorized, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and of said corporation or entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at McLean, Virginia this 4th day of June, 2025.



Edward B. Dix
NOTARY PUBLIC

Governing Authority Composition

Northeast Ohio College Preparatory School

<u>Name</u>	<u>Email Address</u>
Berg, Aaron	apberg921@hotmail.com
Boyd, Sonya	sonyaschoolboard@gmail.com
Lewis, Karen	karlewis@sbcglobal.net
Lewis, Mandisa	mllschoolboard@gmail.com
Lewis, Rodney	integrityhvac@sbcglobal.net

Contact the members by mail:
2280 Professor Avenue, Cleveland, OH 44113

Contact the members by phone:
(216) 965-0580

Uploaded: July 2025

acquire, and manage real and personal property in furtherance of its purposes.

Section 5. FISCAL YEAR

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

Section 6. AUDIT

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

Article II
Membership

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

Article III
Directors

Section 1. NUMBER

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

Section 2. POWERS

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

Section 3. DUTIES

It shall be the duty of the directors to:

- a. Perform any and all duties imposed on them collectively or individually by law, by the

articles of incorporation, or by these bylaws;

- b. Meet at such times and places as required by these bylaws;
- c. Register their postal addresses and email with the secretary of the corporation, and notices of meetings mailed or emailed to them at such addresses shall be valid notices thereof.

Section 4. ELECTIONS AND TERMS OF OFFICE

- a. The Interim Directors of the Corporation shall be named at a time to be determined by the Incorporator. The Interim Directors shall serve until a Board of Directors is elected.
- b. The Board may elect any person who, in its discretion, it believes will serve the interests of the Corporation faithfully and effectively.
- c. Two of the initial five directors elected shall hold office for a period of five years, two shall hold office for a period of two years, and one or two for a period of one year. Thereafter each director shall hold office for a period of up to three years and until his or her successor is elected and qualifies. Each director's term of office shall be specified at the time of election. The term of no more than 40% of the directors shall expire in the same year.
- d. Any Director may, by written notice to the Board of Directors, resign at any time.
- e. Any Director may be removed by a majority vote of all of the remaining members of the Board of Directors without cause at any time, with the exception of the CEO who can only be removed by a majority vote of the remaining directors.

Section 5. EX OFFICIO DIRECTORS

The Chairperson of Board of Directors may appoint one or more *ex officio* members of the Board of Directors. The individual holding the office of Executive Director of the Corporation shall be an *ex officio* member of the Board. *Ex officio* members of the Board of Directors shall be entitled to a notice to be present in person, to present matters for consideration and to take part in consideration of any business by the Board of Directors at any meeting of the Board of Directors, shall not be counted for purposes of a quorum and shall have no voting rights for purposes of authorizing any act or transaction of business by the Board of Directors. Except for the individual holding the office of Executive Director of the Corporation (who shall serve so long as he or she is the Executive Director), the term of an *ex officio* Director shall be for such time as the Board of Directors shall designate.

Section 6. COMPENSATION

A Director may be compensated in accordance with Ohio Revised Code §3314.02(E)(4), or reimbursed for expenses incurred in furtherance of the purposes of the Corporation as authorized

Section 15. MEETINGS HELD THROUGH COMMUNICATION EQUIPMENT

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

Section 16. NONLIABILITY OF DIRECTORS

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

Article IV
Officers

Section 1. DESIGNATION OF OFFICERS

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

Section 2. QUALIFICATIONS AND AUTHORITY OF OFFICERS

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

Section 3. ELECTION AND TERM OF OFFICE

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

Section 4. REMOVAL AND RESIGNATION

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

the board of directors relating to the employment of any officer of the corporation.

Section 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the board of directors. In the event of a vacancy in any office other than that of Chair, such vacancy may be filled temporarily by appointment by the Chair unless such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. DUTIES OF CHAIRPERSON

The Chairperson ("Chair"), subject to the control of the board of directors, shall supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of directors, the Chair shall preside at all meetings of the board of directors and, if this corporation has members, at all meetings of the members.

Section 7. DUTIES OF VICE CHAIR

In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chair. The Vice Chair shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the board of directors.

Section 8. DUTIES OF SECRETARY

The secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these bylaws as amended or otherwise altered to date.

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

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

Mission, Core Values, and Vision

Mission

The mission of Northeast Ohio College Preparatory School is to prepare students for a college preparatory high school that will ensure success and graduation from a four-year college.

Northeast Ohio College Preparatory School represents a commitment to providing new and innovative educational opportunities. Teachers, administrators, students, families, and community members will dedicate themselves to creating, maintaining, and embracing the rigorous academic and cultural expectations necessary to ensure the fulfillment of the mission for every student. Central to this mission is a school community characterized by discipline, care, order, and respect.

It is our expectation to positively impact the students we serve by empowering them with knowledge and skills. We will accomplish this by instilling the characteristics necessary to succeed academically and to graduate from college. It will be our practice to prepare students for college, beginning in kindergarten, by discussing post-secondary options and creating habits that will assist them as they attain their goals. During the students' middle school and high school years, college experience and college culture become an integral part of their program. Students will be routinely provided with the opportunity to visit colleges and universities.

Vision

In preparing all students to fulfill the mission, the vision of Northeast Ohio College Preparatory School is as follows:

To create a culture of high expectations for behavior and academics through rigorous, research-based curricula and a focus on achievement. It is our goal that all Northeast Ohio College Preparatory scholars will attend a college preparatory high school and gain acceptance to and graduate from a four-year college. It is our expectation that 100% of graduates will positively affect change in their local communities while contributing to our global society.

By educating and equipping students to go to college, Northeast Ohio College Preparatory School will provide knowledge and access to opportunity, and as a result, prevent students from existing within a life of poverty. For every student who graduates from Northeast Ohio College Preparatory School and accesses opportunity, change can occur.

Values

3 Pillars: Respect, Responsibility, and Relentlessness: Northeast Ohio College Preparatory School's core values are the 3 Pillars of Respect, Responsibility, and Relentlessness. We expect

our students to respect one another and the adults in the building, to take responsibility for their shortcomings and successes, and to be relentless in their pursuits, no matter how difficult. When combined with a program of academic excellence and service-learning, an education model is born that will create well-rounded students who will be prepared and able to impact the world.

Academic Excellence: Average gains are not sufficient. We must have exponential expectations of excellence for ourselves and our students. All students are provided with tools to display excellence in the classroom, their community, and in their lives.

Service Learning: Northeast Ohio College Preparatory School will invest in service-learning which enables our scholars to experience the reward that is found in giving. Service-learning projects will occur within the school's neighborhood with volunteer opportunities for community clean up days, contributions to elderly care facilities, and other organizations. The service-learning opportunities that we provide to our scholars will develop skills in critical thinking, problem-solving, leadership, decision making, collaboration, and communication.

Curricular Plan

Northeast Ohio College Preparatory School is dedicated to providing underrepresented students with an education that supersedes standards of excellence. Northeast Ohio College Preparatory School believes that all students can learn, and all students have the right to an exceptional education. The curricular plan understands that all students are different and require the school to respond to each student individually. To do so successfully, the plan is designed for all students, no matter where they may be in their academic career. The curricular plan intends to remediate, enhance, and accelerate learning, with the expectation of meeting the needs of all students at Northeast Ohio College Preparatory School.

Students who are below grade level will have opportunities to “catch up” by taking full advantage of the differentiated learning activities being implemented by the teacher. These activities include, but are not limited to, research-based interventions and strategies that are specifically designed to remediate skills that have been previously taught. Programs such as corrective reading and math fluency will be used to fill educational gaps of our students who are behind. It is an expectation that students who are behind are brought to grade level in reading and mathematics before the end of the school year. The curricular plan also pays close attention to students who are already at-grade level. These students will be engaged in activities designed to advance them into acceleration. Teachers will create learning opportunities that will challenge the thinking of our proficient students.

The curricular plan also devotes ample time to students who are above grade level. Throughout the day, these students will be engaged in work that will support their already accelerated skill set. Students will be involved in project-based learning, sometimes self-selected and other times uniquely designed by the teacher to keep our above grade level learners on the pathway of advanced studies.

A standards-based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented. Teachers will implement the curriculum which is in alignment with the Ohio State Learning Standards for each grade level. The school will collaborate with its partner, ACCEL Schools, to ensure the curriculum is implemented with fidelity.

The following are highlights and features of Northeast Ohio College Preparatory School's educational program:

- Rigorous pre-college preparatory curriculum for all scholars, kindergarten through twelfth grade.
- *i-Ready* online instruction is based upon the Ohio State Learning Standards and automatically differentiates based upon diagnostic assessments and progress monitoring to meet each student at their instructional level.
- Tri-rotations are implemented in grades K-2 and consist of 90-minute blocks to teach and reinforce reading skills. Each rotation lasts for approximately 30 minutes and consists of reading comprehension, phonics instruction, and *i-Ready* instruction.
- A daily intervention block is implemented in grades 3-5 allows teachers to address the instructional needs of a small group while also providing an opportunity for *i-Ready* instruction, which addresses the individual learning gaps of the scholars.
- Grades 6-8 classes are approximately 60 minutes in length and consist of direct instruction, collaborative grouping, and project-based learning opportunities.
- Scholars in grades 9-12 are on a block schedule with each class approximately 90 minutes in length and consisting of direct instruction, collaborative grouping, and project-based learning.
- Access to college coursework through Ohio's College Credit Plus program allows students to work towards their high school diploma while simultaneously earning college credit.
- Scholars who are not performing at grade level also have the opportunity to participate in the after-school tutoring program and Saturday Academy, which provide differentiated instruction based upon student needs.
- Student data and progress monitoring tools and strategies (data charts, trackers, etc.) are updated frequently and shared with scholars, parents, and stakeholders to increase student buy-in and encourage an initiative-taking approach to academic progress.
- Intensive summer staff training of ten days during year-one and seven days thereafter
- A range of extra-curricular and enrichment activities based on student interest, such as sports teams and clubs are available.

ENGLISH LANGUAGE ARTS

Northeast Ohio College Preparatory School English Language Arts curriculum will be based on the Ohio Learning Standards for English Language Arts.

The English Language Arts curriculum will implement a program that places emphasis on:

1. Strong beginning reading skills that include phonemic awareness, phonics, and fluency.

2. Writing based on what students read and the promotion of argumentative writing.
3. Increased opportunities for students to have access to informational texts as students move through grade levels.
4. Access to complex texts and explicit instruction that teach critical components of complex texts such as different purposes, genres, organization, and structures of texts.
5. Close reads which require students to provide evidence and support from texts, answer text-dependent questions, and integrate knowledge and ideas from various parts of a text and across more than one text.

Students in grades K-5 will receive instruction in English Language Arts using *Into Reading* as the primary curricular resource.

The curriculum is strategically designed to address the standards to adapting to new ways of teaching and learning. *Into Reading* is a comprehensive English Language Arts program that provides explicit, systematic instruction across all strands of literacy including reading, vocabulary, English language development, foundational skills, and writing.

Into Reading promotes mastery of the foundations of reading through a structured sequence developed by the program authors Dr. Anne Cunningham and Dr. Shane Templeton. Daily instruction follows a gradual release model across the full range of foundational literacy skills: Phonics, Phonological Awareness, Print Concepts, High-Frequency Words, Decoding, Spelling, Word Study, Handwriting, and Fluency. *Into Reading* is an approved Science of Reading curriculum through the Ohio Department of Education and Workforce and will be expounded on in the Alignment of Curriculum, Instruction and Assessments section of the Education Plan.

All staff members were provided with program specific training during the summer of 2024 professional development to ensure all staff have sufficient knowledge and skills to successfully implement the *HMH Into Reading* program.

Assessments

Into Reading provides teachers with core curriculum assessments for teachers to have on-going achievement data relating to student progress. This robust assessment data gives teachers the information they need to differentiate reading instruction and monitor student progress toward literacy goals.

Students in grades 6-12 will receive instruction in English Language Arts using *Into Literature* as the primary curricular resource.

The curriculum is strategically designed to address the standards to adapting to new ways of teaching and learning. *Into Literature* is a comprehensive English Language Arts program that provides engaging and rigorous texts to build intellectual stamina and tenacity while developing analytical readers, independent thinkers, and proficient writers. High-interest, relevant materials motivate students and serve to build an agency and a growth mindset.

Into Literature makes the thinking that goes into reading and writing apparent. The program's close reading instruction teaches students how to ask the right questions while reading, and its writing instruction shows how to skillfully analyze and respond to a prompt. *Into Literature* is an approved Science of Reading curriculum through the Ohio Department of Education and Workforce and will be expounded on in the Alignment of Curriculum, Instruction and Assessments section of the Education Plan.

All staff members were provided with program specific training during the summer of 2024 professional development to ensure all staff have sufficient knowledge and skills to successfully implement the *HMH Into Literature* program.

Assessments

Into Literature provides teachers with core curriculum assessments for teachers to have on-going achievement data relating to student progress. Ongoing assessment and meaningful reporting provide critical feedback loops to teachers and students so that each experience encourages self-assessment and reflection and drives positive learning outcomes for all students. *Into Literature* provides an impactful use of data utilizing a strategic approach to formative assessment and cumulative data that informs and enriches the program.

Students in grades K-8 will receive intervention instruction in English Language Arts using i-Ready as the primary curricular resource.

i-Ready is an interactive online learning environment designed to assess students and provide individualized instruction based on each student's unique needs. The *i-Ready* software delivers student instruction, performance diagnostics and progress reports based on K-8 standards in mathematics and reading. *i-Ready* is also an approved assessment by the Ohio Department of Education as an Ohio's K-3 Diagnostic Assessment for the Third Grade Reading Guarantee.

Assessment

The *i-Ready* Diagnostic is an adaptive assessment that adjusts questions to each student's performance level. Each item a student encounters is individualized based on their answer to the previous question. *i-Ready* Diagnostics are administered three times per school year to scholars in grades K-8 in both reading and math. The assessments are initially administered at the beginning of the school year to gather baseline data regarding the current achievement of individual scholars and assist in making decisions for grouped and differentiated instruction during the school day, during after school tutoring and during Saturday School. The Diagnostics are administered again during the middle of the year to monitor growth and make informed instructional decisions and adjustments. The Diagnostics are administered at the end of the year to gather final data about scholar growth and progress and to conduct an overall analysis of curriculum and instruction and adjust, as necessary.

Students in grades 9-12 will receive intervention instruction in English Language Arts using *IXL* as the primary curricular resource.

IXL provides a comprehensive ELA curriculum for high school, with an extensive curriculum covering Ohio State Learning Standards. The curriculum is built on skills which unpack concepts into scaffolded concepts with multiple skills for each topic. Teachers can target specific areas of need to help students master essential state standards across multiple subject areas.

Assessment

IXL's Real-Time Diagnostic analyzes students' grade level proficiency overall and in key math and ELA strands to quickly determine which students require intensive intervention. The Real-Time Diagnostic chart provides a continuous record of students' abilities throughout the year, giving teachers insights on their students' progress.

MATHEMATICS

The Ohio Learning Standards for mathematics place emphasis on specific practices and proficiencies that teachers should strive to develop in students. Curriculum resources will be aligned with the Ohio Learning Standards for mathematics. The resources will provide components of rigor including conceptual understanding, application, and procedural skill, and fluency. Essential to its successful implementation, the curriculum will provide research-based interventions to meet the needs of struggling learners as well as provide opportunities to meet the needs of advanced learners. The curriculum resources will provide a foundation for all kindergarten through twelfth-grade students.

Students in grades K-8 will receive instruction in Math using *Into Math* as the primary curricular resource.

HMH Into Math is a comprehensive K-12 solution for mathematics designed to monitor, predict, and propel growth. The program was built to deliver a student-centered, outcomes-driven approach to learning mathematics which supports deeper understanding of concepts, helps students connect concepts, and procedural skills, builds fluency, and embeds application opportunities throughout. All staff members were provided with program specific training during the summer of 2024 professional development to ensure all staff have sufficient knowledge and skills to successfully implement the *HMH Into Math* program.

Assessment

Assessments are embedded in the *HMH Into Math* program which affords our teachers an opportunity to easily monitor, forecast, and accelerate growth for our scholars. The *Into Math* assessment system provides ongoing monitoring to ensure that students have the skills to meet standards and advance to higher-level mathematical thinking.

Students in grades K-8 will receive intervention instruction in Math using *i-Ready* as the primary curricular resource.

i-Ready is an interactive online learning environment designed to assess students and provide individualized instruction based on each student's unique needs. The *i-Ready* software delivers student instruction, performance diagnostics and progress reports based on K-8 standards in mathematics and reading.

Assessment

The assessment process in math mirrors the assessment format in reading. The *i-Ready Diagnostic* is an adaptive assessment that adjusts questions to each student's performance level. Each item a student encounters is individualized based on their answer to the previous question. *i-Ready* Diagnostics are administered three times per school year to scholars in grades K-8 in both reading and math. The assessments are initially administered at the beginning of the school year to gather baseline data regarding the current achievement of individual scholars and assist in making decisions for grouped and differentiated instruction during the school day, during after school tutoring and during Saturday School. The Diagnostics are administered again during the middle of the year to monitor growth and make informed instructional decisions and adjustments. The Diagnostics are administered at the end of the year to gather final data about scholars' growth and progress and to conduct an overall analysis of curriculum and instruction and adjust, as necessary.

Students in grades 9-12 will receive instruction in mathematics using *IXL* as the primary curricular resource.

IXL is a research-based math curriculum that is aligned with Ohio Learning Standards. The curriculum provides comprehensive coverage of math concepts and applications. With IXL's state standards alignments, there are practice questions specifically tailored to each required standard. IXL's math curriculum helps students at all levels learn math more effectively. Each interactive skill is precisely scaffolded to challenge learners with the appropriate rigor while ensuring they get the support they need. This targeted practice allows students to master complex topics from conceptual understanding to real-life application.

IXL provides educators with skills which match state standards, thereby making lesson planning easy. With IXL, teachers and students can easily access the perfect content to solidify every math concept. In addition to the high school resources, students always have access to IXL's K-8th grade skills to self-remediate and bridge knowledge gaps.

Assessment

IXL's Real-Time Diagnostic analyzes students' grade level proficiency overall and in key math strands to quickly determine which students require intensive intervention. The Real-Time

Diagnostic chart provides a continuous record of students' abilities throughout the year, giving teachers insights on their students' progress.

Checkpoints are rigorous questions which challenge students to apply knowledge from multiple concepts at once. Checkpoints cover most state standards, helping learners prepare for high-stakes assessments. If students answer Checkpoints incorrectly, IXL automatically identifies the relevant foundational skills they should review to bridge learning gaps. This provides students with a path to self-remediate and build proficiency.

SCIENCE

The Ohio Learning Standards for Science work to engage students in learning science using the same practices that are used by scientists and engineers. Additionally, the framework supports the concept that students should engage in science and engineering practices with core ideas that become more complex as students advance from grade to grade. The emphasis is on how science concepts are interdisciplinary, therefore providing opportunities for the integration of science with mathematics, technology, the arts, and other disciplines.

The curriculum includes study in life science, physical science, and earth and space science and fully integrates engineering, technology, and the application of science. The continuum provides opportunities for teachers to plan cross-curricular activities that incorporate mathematical concepts and teach non-fiction informational reading and writing skills at each grade level. Scholars will receive instruction based on the inquiry model and will regularly conduct investigations with real-world applications.

Students in grades K-8 will receive instruction in Science using *Science Fusion* as the primary curricular resource.

Science Fusion is aligned to the Ohio Learning Standards. The program is inquiry-based and designed in a manner to engage the interest of students. *Science Fusion* challenges students to think about real life applications with STEM skills being emphasized throughout the series. Lab activities are built into inquiry lessons that incorporate directed inquiry, guided inquiry, and independent inquiry. In addition to a comprehensive digital curriculum, each student has a write-in edition that incorporates vocabulary work, math and writing, and a reading component.

Science Fusion provides opportunities for students to participate in virtual labs that can be assigned to individual students, small groups or used with the entire class. Teachers can use online resources to track student progress through mastery of content and tracking of skills.

Students in grades 9-12 will receive science instruction through the Canvas Learning Management system using Accelerate Education's science course selection as the primary curricular resource.

Accelerate Education is accredited by AdvancEd, and its rich digital curriculum is aligned to the Ohio Learning Standards.

- Each semester includes six modules with lessons in each module.
- Multiple graded formative assessments in each lesson include the checkpoint quiz and the computer-scored workbook activities.
- Formative quizzes follow each lesson. Questions and choices are randomized.
- A full selection of coursework is available including both the required courses as well as advanced and elective courses.

SOCIAL STUDIES

The school will implement the Ohio Learning Standards for Social Studies for all students. The curriculum framework is based on the Social Studies standards that were revised in 2018. These standards balance disciplinary content and processes, and skills that contribute to responsible citizenship to provide a foundation for Social Studies instruction, and incorporate the disciplines of history, geography, government, and economics.

The goal of Northeast Ohio College Preparatory School is to provide scholars with civic competence which will allow them to be active and engaged participants in public life. K-8 students will develop knowledge and understand how history, geography, civics, and economics interact with their local community, state, nation, and world. They can make connections about how the past and the present work together to create systems to support how people live and work together.

As teachers instruct the Social Studies content, they will teach at higher levels of Depth of Knowledge (DOK) by implementing the curriculum in a manner that provides for:

Rigor that:

- Challenges students to succeed at the next grade level.
- Represents the essential core content of a discipline – its key concepts and how they relate to each other.

Clarity of content, including:

- More than plain and jargon-free prose.
- Concepts and language are widely understood and accepted by teachers, parents, school boards, and others who have a stake in the quality of schooling.

Specificity that provides:

- Enough detail to guide districts in developing curricula and teachers in planning instruction.
- Available time for instruction foci.
- Facts, concepts, and skills that should be emphasized at each grade level.

Progression that:

- Moves from simple to complex, from concrete to abstract.

- Delineates a progression of knowledge and skills, rather than repetition from grade to grade.

Coherence that:

- Reflects a coherent structure of the discipline and/or reveal significant relationships among the strands, and how the study of one complements the study of another.

Students in grades K-5 will receive instruction in Social Studies using the Ohio Department of Education and Workforce’s model curricula in conjunction with *Social Studies Alive!* as the primary curricular resources. Students in grades 6-8 will receive instruction in Social Studies using the Ohio Department of Education and Workforce’s model curricula in conjunction with *History Alive!* as the primary curricular resources.

Social Studies Alive! and *History Alive!* are aligned with the Ohio State Learning Standards for social studies which meet the criteria for national frameworks such as the College, Career, and Civic Life Framework. Every unit includes primary sources and activities to make the lessons more inquiry-based and to help students develop critical-thinking skills.

Social Studies Alive! and *History Alive!* include fiction and nonfiction literary genres representing diverse groups and viewpoints. Writing assignments are aligned to strengthen students’ literacy skills and support cross-disciplinary instruction. ELA standards are reinforced throughout the activities and notebook prompts.

Students in grades 9-12 will receive social studies instruction through the Canvas Learning Management system using Accelerate Education’s social studies course selection in conjunction with Ohio Department of Education and Workforce’s model curricula as the primary curricular resources.

Accelerate Education is accredited by AdvancEd, and its rich digital curriculum is aligned to the Ohio Standards for Social Studies.

- Each semester includes six modules with lessons in each module.
- Gagne’s Nine Events of Instruction are implemented in every lesson, and there is consistency in the material. Each page and lesson are such that students will intuitively know what to do next.
- Multiple graded formative assessments in each lesson include a checkpoint quiz and the computer-scored workbook activities.
- Formative quizzes follow each lesson. Questions and choices are randomized.
- A full selection of coursework is available including both the required courses as well as advanced and elective courses.

SPECIALS AND ELECTIVES

Art

In grades 9-12, students will be introduced to the elements of art—line, shape, color—and identify diverse types of artwork such as portrait, landscape, and still life as they learn about important paintings, sculptures, and architecture. They study the works of famous artists, from Rembrandt to Warhol, and learn about different artistic movements such as Impressionism and Cubism. Students also create their own works of art similar to those that they have studied, such as mobiles, collages, and stained glass. Students will have access to art instruction based on the Ohio Visual Arts Standards.

Physical Education

The school’s physical education program will be based on the Ohio Learning Standards in Physical Education content standards and implemented in a planned, sequential process with expectations for each grade level building upon the previous year’s instruction. The program will provide students with the knowledge, skills, and attitudes necessary to live a healthy lifestyle. The program will integrate motor skills, cognitive concepts, physical fitness, and personal and social character traits leading to a healthy lifestyle. The physical education program will provide opportunities for students to understand the importance of physical activity and to acquire skills to combat a sedentary lifestyle.

Music

In grades K-12, students will be introduced to the elements of music - creating, performing, responding, connecting – which is based on Ohio’s Learning Standards in Fine Arts. Our students will combine and apply artistic and reasoning skills to imagine, create, realize, and refine musical works to understand the works produced and performed by others. Students will also recognize the musicians in learning, creating, and performing across history and cultures.

Other Electives

Students in grades 7-12 will have the opportunity to take electives in their areas of interest based on the availability in their schedules. By encouraging the exploration of individual interests, elective classes help prepare our students to select the right major and coursework in college. The school provides students with various courses to choose from including business, creative writing, and robotics.

Instructional Practices

Students will learn from their teachers, peers, families, and community partners. This broad-based approach to learning will be an exciting and valuable experience creating lifelong 21st-century learners as well as competent 21st-century citizens. Students will learn and grow with the guidance of teachers, instructional aides, supplemental staff, and intervention specialists.

The school will provide a safe and nurturing environment, placing a premium on self-discipline and responsibility.

Each student has unique needs, learns at various rates, and has different learning styles. No one educational program is appropriate for all students. Therefore, students will experience a broad range of activities which engage them in direct instruction and differentiated groupings to meet their learning needs.

In the K-8 classrooms, teachers will instruct in whole group and ability-based small groups to target instructional needs. Test taking strategies will be taught and reviewed daily. Problems of the Day (PODs) will be implemented at the beginning and end of each day aligning to grade specific Ohio Learning Standards and mirroring Ohio State Test question formats. Monthly short cycle assessments will be designed to mirror the Ohio State Test and End of Course Assessments.

When students reach grades 9-12, the same core principles will guide the instructional practices. However, Problems of the Day (PODs) will be implemented at the beginning of each class along with a spiral review of concepts which the students have not yet mastered.

Student data and progress monitoring tools and strategies (data charts, trackers, etc.) are updated frequently and shared with scholars, parents, and stakeholders to increase student buy-in and encourage an initiative-taking approach to academic progress.

Teachers use flexible grouping to differentiate and individualize learning. In grades K-2, tri-rotations are implemented and consist of one 90-minute block to teach and reinforce reading skills. Each rotation lasts for approximately 30 minutes and includes the following:

- 30 minutes of Into Reading phonics instruction
- 30 minutes of differentiated independent work
- 30 minutes of i-Ready curriculum to reinforce reading concepts

In grades 6-8, students rotate classes by grade level and content, utilizing a single teacher per subject. Classes in grades 6-8 are approximately 60 minutes in length and consist of direct instruction, collaborative grouping, and project-based learning opportunities. In addition to English Language Arts (ELA), math, science, and social studies instruction, students also participate in i-Ready computer-based instruction in reading and math.

In grades 9-12, students receive instruction in all core content areas as well as various electives from instructors. A block schedule is utilized, with each class approximately 90 minutes in length. Students rotate classes according to their daily schedules, where they participate in a variety of instructional strategies including direct instruction, collaborative group work, independent work, virtual learning, and project-based learning.

According to research, our brains are made of billions of interconnected neurons that form unique pathways, which differ from person to person; no two brains are alike. To that end,

educators face a daily dilemma of how to make the curriculum and instructional methods accessible to every scholar. Conversely, learner variability inherently has predictability which works within well research-based frameworks. Universal Designed Learning (UDL) is supported by brain research where developed principles and stimuli which support educators in today's heterogeneous classrooms. UDL assists educators rendering high level instruction for diverse learners through three main components:

- Engagement: the “why of learning” through recruiting interest, sustaining effort and persistence, and self-regulation.
- Representation: the “what of learning” through perception, language and symbols, and comprehension.
- Action and Expression: the “how of learning” through physical action, expression and communication, and executive function.

In efforts to decrease teacher frustration and burnout, while meeting the varying needs of all students, the implementation of UDL is paramount to manage the stress of high expectations while delivering quality instruction to scholars with varying learning modalities. The implementation of UDL allows for universal accommodations without singling out students with learning differences.

UDL is a flexible model for instructional delivery. Most scholars require something different. UDL can be utilized in any classroom setting to ensure instruction is more accessible for students. There are three shifts in mindset that are required to implement Universal Design for Learning.

- The content should be taught in multiple ways: The teacher no longer teaches to the “typical” scholar. Through lesson planning and activities, the teacher considers all scholars via learning inventories. The teacher asks students how they learn best. Then the information is used to scaffold instruction, thus creating lessons more relevant to the student population.
- Provide choices to sustain student engagement during lessons and assessments. Allow scholars to choose the activity to show what they know. For instance, during guided practice, the students can decide whether to answer questions independently or to receive feedback from the teacher or classmates.
- Provide universal accommodations for all students and not just for those scholars who receive IEP or 504 accommodations. For example, provide guided notes for all students via Canvas or Google Classroom. Record lessons so students have an opportunity to review later to clarify any misunderstandings or to present in-depth questions for whole class discussions.

Universal Design for Learning allows instruction to become more student-centered by welcoming students into the teaching and learning process, without ostracizing anyone with learning differences. Flexible instruction encourages the students to do the ‘heavy lifting’ in their learning through support which accommodates their understanding and access to the curriculum.

The extended school day will assist students who are two or more grade levels behind. Students will use a variety of methods to learn the content dependent on the age, grade, and needs of the child. Scholars who are not performing at grade level have an opportunity to participate in the after-school tutoring program and Saturday Academy, which provide differentiated instruction based upon student needs. The extended school day, coupled with the instructional practices utilized within the school setting, allows our scholars to experience an accelerated rate of growth.

Content Area	Grade Levels	Instructional Time within General Education Classroom
English Language Arts	K - 2	120 minutes
English Language Arts	3 - 5	90 minutes
English/Language Arts	6 - 8	90 minutes
English/Language Arts	9 - 12	90 minutes
Mathematics	K - 3	90 minutes
Mathematics	4 - 8	90 minutes
Mathematics	9 - 12	90 minutes
Science	K - 2	30 minutes
Science	3 - 5	30 minutes
Science	6 - 8	60 minutes
Science	9 - 12	90 minutes
Social Studies	K - 2	30 minutes
Social Studies	3 - 5	30 minutes
Social Studies	6 - 8	60 minutes
Social Studies	9 - 12	90 minutes

Alignment of Curriculum, Instruction and Assessment

The school administers all required state assessments throughout the school year. The data is collected and reported as required by the ODEW. In addition to these assessments, there are additional assessments and progress monitoring tools which are administered internally to monitor the academic achievement and growth of scholars. The internal assessment tools were selected after researching assessment tools provided by ODEW.

i-Ready Diagnostics Assessments are administered three times per school year to scholars in grades K-8 in both reading and math. The assessments are initially conducted at the beginning of the school year to gather baseline data regarding the current achievement of individual scholars and assist in making decisions for grouped and differentiated instruction during the school day, during after school tutoring and during Saturday School. The diagnostics are administered again during the middle of the year to monitor growth and make informed instructional decisions and adjustments. The diagnostics are administered at the end of the year to gather final data about scholar growth and progress and to conduct an overall analysis of curriculum and instruction and adjust, as necessary.

Once a month, third through eighth grade scholars are assessed through a comprehensive assessment in all tested subjects via Assessment Authoring. Teachers use this data in real-time to make decisions of what, if any, content topics need to be retaught prior to moving on. Data is gathered to help inform what, if any, unit content topics will need additional time or focus. The data assists teachers in making decisions throughout the unit. A comprehensive exam can be administered a second time utilizing a diverse set of questions after additional reteach of the standards to measure mastery of content and to measure growth and progress.

For scholars in ninth through twelfth grades, internal assessments are administered in all contents which are assessed by the State in the form of a beginning of year pre-assessment, a mid-year exam and a final exam. The exams are designed and scored in accordance with the requirements for the mid and end of year course exams prescribed by the Ohio Department of Education and Workforce. Additionally, scholars participate in monthly short cycle assessments. These assessments consist of practice problems covering specific standards taught. Northeast Ohio College Preparatory High School requires students to earn at least 80% accuracy to consider the standard as mastered. Students who do not earn at least 80% accuracy on each specific standard will be retaught in small groups and provided supplemental learning materials in class, on computer programs, and supplemental materials for extra support at home.

English Language Learners

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

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

Response to Intervention

Northeast Ohio College Preparatory School's RTI (Response to Intervention) process for students involves a tiered system where all students receive high-quality core instruction, with additional support provided to students who are struggling through increasingly intensive interventions at different tiers, based on their progress data, to identify and address learning difficulties early on before they become significant barriers. This typically includes universal screening to identify at-risk students, progress monitoring to track their development, and targeted interventions delivered in small groups or individually depending on need.

The tiered system is as follows:

- Tier 1: Core Instruction: All students receive high-quality, evidence-based instruction in the general classroom, covering essential academic skills with differentiated strategies to support diverse learners. All students are screened using formative and summative assessments. In addition to reviewing daily and class work samples to identify potential areas of challenge and identify students who may need additional support.
- Tier 2: Targeted Interventions: Students identified as at-risk through screening methods identified at Tier 1 receive small group interventions focused on specific skill deficits, with more frequent progress monitoring to track their improvement. Ongoing data collection through frequent assessments to track student progress and inform instructional decisions, allowing teachers to adjust interventions as needed. Progress is monitored for a period of six to twelve weeks and then the team reconvenes to discuss the effectiveness of the initial interventions and to alter intervention services if needed.
- Tier 3: Intensive Interventions: This is the most intensive level of support, providing highly individualized interventions for students who have not responded adequately to Tier 1 core instruction or Tier 2 targeted interventions. This typically involves small group or one-on-one instruction focused on specific skill deficits and frequent progress monitoring to address significant academic or behavioral challenges. Students may be referred for formal testing to identify potential need for special education services.

All staff participate in professional development on the RTI process during summer professional development. The principal, general education teacher, and dean of students are responsible for communicating progress to parents/guardians and potential service providers.

Science of Reading

In accordance with ORC 3313.6028(C), Northeast Ohio College Preparatory School has purchased and is currently implementing Into Reading and Into Literature in all core ELA courses in grades K-12. Specified portions of the approved Science of Reading curriculum are utilized during the school's non-core intervention block. For grades K-2, we focus on phonics and writing instruction during this non-core instructional block utilizing the approved curriculum and in grades 3-12, we

focus on comprehension and vocabulary instruction during this non-core instructional period utilizing the approved curriculum.

All scholars and teachers have on-line access to our approved Science of Reading Program, Into Reading and Into Literature. This affords our scholars an opportunity to utilize technology and interact with on-line resources in addition to Writable and Waggle. Writable is a writing platform which automatically provides scholars with AI feedback to written responses in grades 3-8. In addition to utilizing this writing platform during core instruction, it is also utilized across all non-core classes as the writing prompt during the first 15 minutes of daily instruction which is identified as Problem of the Day. Problem of the Day is an opportunity for scholars to be exposed to questions which mirror state testing format and generate independent responses prior to all class analysis and review. Waggle is an on-line platform utilized in grades K-2 which allows interactive practice of foundational skills, fluency, vocabulary, reading comprehension, language conventions, and writing. Both platforms are utilized in core ELA instruction and non-core intervention blocks.

School Improvement and Other Teams

The Ohio Improvement Process requires each school to critically examine instructional management, school leadership, school climate, resource management and their effects on student achievement, which remains the number one priority. By explicitly identifying, explaining, and understanding the practices implemented in each of those four areas, a direct correlation can be drawn to the effects on student achievement. When improvement in student achievement is not occurring, or when it becomes stagnant, building and district teams have a concrete starting point to reevaluate those practices in place, identify which components are not contributing to overall student achievement, develop new practices and strategies to implement based upon data collected, and monitor the effectiveness of those newly developed practices and strategies on student achievement.

Student achievement and progress will be analyzed short-term and long-term, allowing teachers, leaders, and management to respond in real-time with analysis and plan. Short-term analysis of achievement and progress will occur via such practices as daily and weekly classroom observations, daily exit slips, classroom quizzes and exams, and homework completion. Teachers will collect exit slips to measure progress over time and place them in the grade book for review by the Principal.

Long term analysis of achievement and progress will occur using such measures as *i-Ready* Diagnostics Assessments, *i-Ready* Progress Monitoring, *i-Ready* Standards Mastery, short cycle assessments, report cards and weekly/monthly school site visits on behalf of management in collaboration with building leadership. These measures will allow teachers, leaders, and management to identify and respond in real-time to practices that are hindering or ineffectively promoting achievement en-route to the broader goals outlined in the OIP.

Teachers and leaders, as part of their training, are taught to monitor and evaluate student performance and make connections to practices in the classroom and in the buildings. Teachers participate in this initial training in the summer and continue their training throughout the school year. Building leaders support teachers in evaluating progress and developing the next steps for instructional practices and methodologies in the classroom. Leaders engage in initial training and are then supported by management to ensure all parties stay well informed and well prepared with ideas, research, and strategies to move the school forward. Leaders are supported by management in analyzing effort in the buildings and developing plans or modifying current plans and practices to meet the academic and achievement needs of the building. Teachers, leaders, and management are continuously involved in researching best practices to ensure that achievement is on an upward trajectory.

Students' academic skills are assessed utilizing KRA, i-Ready Diagnostics and Progress Monitoring, and assessments created and approved for classroom use. The results of these assessments are used to identify students who are "at-risk" and demonstrate a challenge in performing proficiently with grade-level material and skills. For those students who are identified as "at risk," specific, research-based interventions are implemented in the classroom and/or building. These interventions are developed by all instructional staff involved including intervention specialists, general education teachers, and administrators. These interventions are monitored and evaluated for effectiveness during an agreed upon period of time and frequency (dependent upon the individual student and the interventions being made). For interventions that are determined to be ineffective for "at-risk" students, intervention strategies and intensity increases through a succession of three trials if necessary. Interventions, observations, progress monitoring and evaluation are recorded and documented by all instructional staff involved, including parents when appropriate. If successive interventions do not yield progress and are determined to be ineffective, a student may be referred for consideration for special education.

Northeast Ohio College Preparatory School involves other school-based teams such as mentor programs, Intervention Assistance Team, and Positive Behavior Interventions and Supports (PBIS) teams, to develop and implement new strategies for student and school-wide academic and behavioral success. All school teams include a range of administrators, general education teachers, intervention specialists, and Title I teachers as members to ensure the improvement for the students and school.

Intervention Assistance Team (IAT)

To address the individual needs of all students, the school has an Intervention Assistance Team. This team is comprised of the student's classroom teacher, administrator, parents/guardians, dean of students, and sometimes specialists like a speech therapist or intervention specialist, their involvement is typically at the third tier. The team works together to develop and implement interventions to address a student's academic, behavioral, or emotional needs. The team meets monthly to discuss any student who may need accommodation to meet individual and school-wide goals. The IAT reviews students' data and work samples, completes classroom observations, and gives teachers/parent/student surveys, to make informed decisions regarding

necessary interventions. Also, the IAT collaborates with coaches and teachers, so they can successfully service the individual needs of the students in their classrooms. The IAT serves as the initiative-taking measure before students are recommended for formal testing to potentially identify the need for special education services.

Teacher Based Teams (TBT)

Teacher Based Teams (TBT) meet bi-weekly to analyze data, discuss student progress, and develop new strategies to increase academic success. TBTs consist of the following:

1. Kindergarten teacher, first grade teacher, second grade teacher, intervention specialist, Title I teacher, and instructional aide, dean of students, and director of academics.
2. Third grade teacher, fourth grade teacher, and fifth grade teacher, intervention specialist, Title I teacher, instructional aide, dean of students, and director of academics. Sixth, seventh, and eighth grade teachers, Title I teacher intervention specialist, instructional aide, dean of students, and director of academics.
3. Ninth and tenth grade teachers, intervention specialists, Title I teacher, instructional aide, dean of students, and director of academics.
4. Eleventh and twelfth grade teachers, intervention specialists, Title I teacher, instructional aide, dean of students, and director of academics.

Students with Disabilities

To identify and meet the learning needs of students with mild, moderate, and severe disabilities, Northeast Ohio College Preparatory School conducts comprehensive assessments, intervention specialists create individualized education plans (IEPs) with specific goals, intervention specialists support general education teachers in modifying curriculum for scholars identified with special needs. They differentiate instruction tailored to each student's needs, utilize assistive technology when necessary, and collaborate with specialists to address unique challenges.

Northeast Ohio College Preparatory School ensures that every student who receives special education and related services follows the guidelines set forth by the Individuals with Disabilities Education Act (IDEA). These regulations stipulate that students identified with a disability receive an Individualized Education Program (IEP) which specifies the services to be provided, frequency, and annual goals and objectives deemed necessary for a student to be successful at their grade level in the least restrictive environment appropriate to the student's needs. These goals will be measurable and require the student to perform achievable actions annually.

An adequate yearly progress report is developed for each student identified with a disability and monitored through a variety of data collection tools daily. Progress reports will be provided to the parents quarterly with district report cards.

The special education program provides a full range of program options to meet the educational and service needs of students with disabilities in the least restrictive environment. Our delivery services include special education classrooms, inclusion in the general education setting, pull-out program, supportive teaching, collaborative teaching, and supplemental teaching. Northeast Ohio College Preparatory School provides related services to our special education students under the law, which includes transportation and such developmental, corrective, and other supportive services as are required to assist a student with a disability to benefit from special education.

The continuum of services aligned with IDEA includes a range of supports and interventions, from minimal accommodations within the general education classroom to more intensive specialized instruction in separate settings, ensuring each student with a disability receives instruction in the least restrictive environment (LRE) necessary to access the general education curriculum and make meaningful progress.

Supplemental Programming

The purpose of supplemental programming at Northeast Ohio College Preparatory School is to provide activities beyond the traditional school day. The goal is to continue to support the whole child including their academic and social/emotional needs. Our programming will be delivered through clubs and groups which support social/emotional development, and overall physical health through extracurricular activities. Activities will be chosen which align with the mission and needs of the school once the composition of the school community is established.

As outlined in our Family Handbook, students who are having difficulties in reading, mathematics, or both, may be asked to attend an after-school tutorial programming in accordance with the academic calendar. Tutoring is mandatory for students who have been selected to attend. For the 2024-2025 and the 2025-2026 academic years we will be extending our summer school STREAM Academy to after-school tutorial services. STREAM stands for Science, Technology, Reading, Engineering, Arts, and Mathematics. During the summer, the leadership team members identify returning students to participate in after-school tutorial services for the first four weeks of the academic year. Throughout the course of the academic year, the scholars participating in STREAM Academy will present their projects during school and community events and highlight completed projects on various social media platforms to assist with recruiting new scholars.

Northeast Ohio College Preparatory School has also developed an exciting partnership with Serenity Health and Wellness. Serenity Health and Wellness is offering various programs for our students and families we believe are vital for their well-being through their complimentary program, "It Takes a Village." This program provides families with a unique opportunity to engage with their staff in addressing trauma, PTSD, Serious Mental Illness (SMI), or Serious Emotional Disturbance (SED) challenges. Northeast Ohio College Preparatory School will utilize this partnership to bolster our fall offerings in which after school support will be provided to select families. Supports include tutoring, wellness support, and life coaching.

The scholars at Northeast Ohio Preparatory School also have an opportunity to participate in sports with the Northeast Ohio Charter League. Currently scholars participate in basketball, cheerleading, volleyball, and track and field.

Parent and Community Involvement

The school expects parents to be actively involved in their child’s education. For our faculty and staff to effectively educate our children, we welcome our parents as partners. Parents are strongly encouraged to participate in a variety of activities and forums which support our students academically and add to the vitality of our school.

A parent conference is formally scheduled three times per school year (fall, winter, and spring) between faculty and parents to discuss the student’s development and progress. Additionally, parents will be required to confer with faculty about their students’ social and academic achievement regularly as scheduled by the school. The school also encourages parents to initiate these conferences when they have questions and concerns.

The purpose of supplemental programming at Northeast Ohio College Preparatory School is to provide activities beyond the traditional school day. The goal is to continue to support the whole child including their academic and social/emotional needs. Our programming will be delivered through clubs and groups which support social/emotional development, and overall physical health through extracurricular activities.

Northeast Ohio College Preparatory School

Attachment 5 – Performance and Accountability Plan

Effective Date: July 1, 2025

Overview

The Performance and Accountability Plan sets out the performance standards and requirements measured annually in the four Core Performance Areas: Legal Compliance; Organization and Operational Performance; Financial Performance; and, Student and Academic Performance.

I. Legal Compliance

The Legal Compliance section determines how well the governing authority and school adhered to state and federal statutes and the community school contract using the following indicators:

1. The school had a substantiated compliance rate of 96% as outlined by the Ohio Department of Education.
2. The school had a compliance rate of 96% for all applicable laws and rules as outlined by the Ohio Department of Education and the Council.
3. The governing authority submitted the school's annual report to the parents and Council by October 31.
4. The governing authority and school receive a rating of "Needs Assistance" or better on the Special Education Performance Determination.
5. The school's Emergency Management Plan is uploaded and marked compliant in the school's OHID Account.

Rating Scale – Legal Compliance

Exceeds Standards: The school receives this rating if it meets the compliance rate for indicators one and two AND has met the requirements of two of the last three indicators for two consecutive years.

Meets Standards: The school receives this rating if it meets the compliance rate for indicators one and two AND met the requirements of two of the last three indicators.

Does Not Meet Standards: The school receives this rating if it fails to meet the standards.

Falls Far Below Standards: The school receives this rating if it fails to meet the standards for two consecutive years or, as outlined in the first indicator, has a substantiated compliance rate of less than 92% as outlined by the Ohio Department of Education in any single year.

II. Organization and Operational Performance

The Organization and Operational Performance section is used to determine the performance of the school's governing authority. The section rates how well the governing authority executes its governance duties using the following indicators:

1. The governing authority held at least the contractually required number of meetings.
2. The governing authority was not out of compliance with regard to the required number of approved members for more than 60 cumulative days throughout the year.
3. The governing authority members completed all trainings as required by the Ohio Revised Code and ODEW.
4. The governing authority members filed annual conflicts of interest statements.
5. The governing authority and/or school met at least one of the following governance goals:
 - a) **School Mission-specific Goal:** During each year of the contract and as reported to the Sponsor by June 30, the school will demonstrate high levels of parent satisfaction with at least 80% of survey respondents rating the school as at least a "C" and at least 80% demonstrating satisfaction with their child's educational progress, and by June 30 of each year, the results will be sent to the Sponsor.
 - b) **Governing Authority Goal:** During each year of the contract and as reported to the Sponsor by June 30, the governing authority will submit an evaluation of the Management Company to the Sponsor.

Rating Scale – Organization and Operational Performance

Exceeds Standards: The school receives this rating if its governing authority executes its governance duties in all five indicator areas for two consecutive years.

Meets Standards: The school receives this rating if its governing authority executes its governance duties in four of the five indicator areas.

Does Not Meet Standards: The school receives this rating if its governing authority fails to meet the standards.

Falls Far Below Standards: The school receives this rating if its governing authority fails to meet the standards for two consecutive years.

III. Financial Performance

The school's Financial Performance is rated by using the information provided in the financial reports, monthly financial reviews, five-year forecasts, compliance with internal financial controls, and the annual audit. These items provide the necessary information to determine if the school met the standards for the financial viability indicators:

1. The school's annual total margin is greater than or equal to -2.5%.
2. The school's current assets to current liabilities ratio is greater than or equal to 1.0, or, on average, the school's available cash on hand is at least 30 days.
3. The school does not experience an unplanned decrease in enrollment by more than 15%.
4. The school's annual budget is in alignment with the annual total margin standard and includes reasonable assumptions that align with trend data.
5. No audit will contain:
 - A "Qualified" Opinion;
 - The same finding for two consecutive years; or,
 - As outlined in the Schedule of Findings, a Finding for Recovery of more than \$2,500 in any audit or any Finding for Recovery for any amount in two consecutive audits.

Rating Scale – Financial Performance

Exceeds Standards: The school receives this rating if it meets the standards for four out of five of the financial viability indicators for two consecutive years.

Meets Standards: The school receives this rating if it meets the standards for a majority of the financial viability indicators.

Does Not Meet Standards: The school receives this rating if it fails to meet the standards.

Falls Far Below Standards: The school receives this rating if it fails to meet the standards for two consecutive years.

IV. Student and Academic Performance

The Student and Academic Performance section determines how well the school is educating students based on all applicable Local Report Card measures of student performance receiving a star rating using the following indicators:

1. Based on the school’s Local Report Card, the school met at least one of the following:
 - a) Receives at least a two-star rating in “Overall Star Rating”;
 - b) Receives at least a three-star rating in at least half of all applicable component measures of student performance receiving a star rating; or,
 - c) When comparing all measures of student performance receiving a star rating, the school was not outperformed by a majority of the individual members of the school’s Comparison Group.

Note: For 1(b) and 1(c), the calculations will include a maximum of six rated areas and will exclude the Overall Star Rating. The school will be considered to be outperformed by an individual member of the Comparison Group if the member outperforms the school in a majority of the star-rated components given to both entities. In determining whether the school was outperformed in any of the star-rated components where the school and an individual member of the Comparison Group both receive one star, the school will only be deemed as to have been outperformed in that area if the member of the Comparison Group exceeds the school’s performance by more than five percentage points.

2. The school does not meet the criteria in Section 3314.35 or Section 3314.351 (or successor) of the Ohio Revised Code for potential closure due to operation of law for academic underperformance.

The school’s Comparison Group is comprised of the local district, a local district school, and two nearby community schools. As of the effective date of the P&A Plan, the Comparison Group includes the following:

District:	Cleveland Municipal School District	Comm. School 1:	Horizon Science Academy –
IRN:	043786	IRN:	Cleveland MS (000858)
Dist. School 1:	Scranton School	Comm. School 2:	Washington Park Academy
IRN:	033902	IRN:	133280

Rating Scale – Student and Academic Performance

Exceeds Standards: The school receives this rating if it met the criteria in both indicators AND the “Overall Star Rating” is at least four stars or is at least three stars for the two most recent school years.

Meets Standards: The school receives this rating if it met the criteria in both indicators.

Does Not Meet Standards: The school receives this rating if it fails to meet the standards.

Falls Far Below Standards: The school receives this rating if it fails to meet the standards for two consecutive years.

Communication from the Council to the Governing Authority

Intervention and Probation

While the Overall Rating in each Core Performance Area is an annual determination based on multiple indicators, goals, and data points, the individual indicators, goals, and data points will be used to determine intervention strategies and aid in determining any discipline as outlined in the Council’s Intervention Policy. As of the above date:

Performance Improvement Plan: If the governing authority or school fails to meet the standards for any individual indicator, goal, or data point, the governing authority will be required to submit a Performance Improvement Plan to address each area of noncompliance and/or underperformance and to outline steps and actions being taken to increase compliance and/or performance over the course of the year within 60 days of being notified.

Probation: The governing authority will be placed on Probation, in accordance with the charter contract, if it Falls Far Below Standards in any Core Performance Area or fails to meet standards as outlined in their current Performance and Accountability Plan, or, in extenuating circumstances, as deemed necessary and appropriate by the Council.

Please note, at the sole discretion of the Council and based on the totality of the performance of the governing authority or school, egregious underperformance or a consistent inability to meet the standards of indicators, goals, or data points will factor into decisions about intervention, reauthorization, probation, suspension, and termination.

High-Stakes Review and Charter Contract Reauthorization

In the Council’s work to enable data-driven decision, the Performance and Accountability Plan and performance indicators throughout the term of the charter contract will be used during a high-stakes review and the charter contract reauthorization process. As outlined above, these are the minimum performance standards and/or performance requirements to be satisfied by the governing authority and school in the Core Performance Areas for the review and reauthorization.

For the high-stakes review and charter contract reauthorization process, the annual performance of the governing authority and school in each of the Core Performance Areas will be measured as follows:

Exceeds Standards: Schools receiving this rating are able to demonstrate that their performance surpasses expectations and that the school has clearly exceeded standards of success. Those schools consistently receiving this rating have a very strong likelihood of reauthorization.

Meets Standards: The target for this rating category sets the minimum expectations for a successful community school. Schools repeatedly earning this rating generally perform well and are likely to continue previous success. Those schools consistently receiving this rating have a strong likelihood of reauthorization.

Does Not Meet Standards: Schools receiving this rating have failed to meet the minimum performance standards. Those schools receiving this rating are less likely to be reauthorized.

Falls Far Below Standards: Schools continuously failing to meet the minimum standards fall into this rating category. Schools receiving this rating are not likely to be reauthorized.

In the event there are changes to Ohio’s accountability system and sponsor rating system, the parties agree to make changes to this Performance and Accountability Plan to keep it effective under any new system in place. Additionally, the communication section is for the benefit of the Governing Authority of the school and, in the Council’s discretion, is subject to change.

ADMISSIONS, (OPEN) ENROLLMENT, RESIDENCY VERIFICATION, AND LOTTERY POLICY AND PROCEDURES

The Governing Authority (the “Board”) of the **Cleveland College Preparatory School, Northeast Ohio College Preparatory School, and University of Cleveland Preparatory School**, (the “School” and the “Corporation”), non-profit corporations organized under the laws of the State of Ohio, hereby resolves as follows:

In accordance with Sec. 3314.03(A)(19) of the Ohio Revised Code (“ORC”) the Governing Authority hereby sets forth that the School shall allow application and/or admission from any student in the State of Ohio. The School will open admission to all children wishing to enroll in the school, subject to availability and the process set forth in the School Enrollment Guidelines (below) and Lottery Process (below).

Pursuant to ORC Sec. 3314.06, admission to the School will not be limited on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, gender, disability, race, creed, national origin, religion, or any other ground that would be unlawful. Student selection will be an open and carefully monitored process. All marketing and recruitment materials and processes are implemented in a nondiscriminatory manner as well. Violation of these nondiscrimination requirements will be taken extremely seriously by the Governing Authority and may result in sanctions up to and including termination of any employees involved in such infractions.

The School Enrollment Guidelines will be as follows:

1. The School is open to any student, age five to twenty-two, who is entitled to attend school in the State of Ohio, free of tuition.
 - a. Any individual that is younger than five years of age on September 30 of the current school year will not be enrolled for the current school year.
2. No student shall be denied admission to the school on the basis of race, creed, color, gender, sexual orientation, religion or ancestry, national or ethnic origin, disability, intellectual ability, measures of achievement or aptitude, athletic ability, or any other grounds.
3. Enrollment eligibility is not to exceed the capacity of the school’s programs, classes, grade levels, or facilities.
4. Admission to the school may be limited to students who have attained a specific grade level or are within a specific age group as outlined in the School’s sponsorship contract; to students that meet a definition of "at-risk," as defined in the contract; to residents of a specific geographic area within the district, as defined in the contract; or to separate groups of autistic students and nondisabled students, as authorized in section 3314.061 of the Revised Code and as defined in the contract.
5. Admission to the school is dependent on the successful completion of all required steps and documentation of the admissions process.

Families must complete and submit the application and all required documents to the School’s admissions office. Failure to do so in a timely manner may disqualify a child’s enrollment into the school. Upon receipt of application, a number is assigned to the student, and the information is entered into the student enrollment data system.

Enrollment documentation is required as follows (as documented on the Documentation Check List provided to the parent/guardian):

- Student's Original Birth Certificate or Passport with appropriate seals, or other valid proof of date of birth
- Signed Parent Release Form for obtaining student's previous School Records
- Student's Immunization Records (including most recent required immunizations)
- Proof of Residency (in compliance with Ohio Revised Code Section 3314.11):
 - A deed, mortgage, lease, current home owner's or renter's insurance declaration page, or current real property tax bill;
 - A utility bill or receipt of utility installation issued within ninety days of enrollment;
 - A paycheck or paystub issued to the parent or student within ninety days of the date of enrollment that includes the address of the parent's or student's primary residence;
 - 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;
 - Any other official document issued to the parent or student that includes the address of the parent's or student's primary residence.
- Emergency Medical Form
- Free and Reduced Lunch Verification (if applicable)
- Completed Enrollment Packet
- Most current IEP or ETR (if applicable)
- Notarized or Original Court-Approved Custody papers (if applicable)

The application review and acceptance process is as follows:

1. The enrollment window ends on the date reflected on the designated application at 5:00 p.m. local time.
2. Hereafter, all applications for each grade are counted.
3. The number of seats available and the number of applications will be compared.
4. Currently enrolled students are placed first.
5. Enrollment preference is given to students residing in the district where the School is located and to siblings of placed students.
6. After current students and siblings and students residing in the district where the School is located are placed, the number of vacancies is confirmed.
7. Enrollment preference is given to children of full-time staff members employed by the School, provided the total number of students receiving this preference is less than five per cent of the school's total enrollment. If the number of students eligible for this preference exceeds five per cent of the school's enrollment, students are admitted by random lottery according to the Lottery Process (below).
8. After current students and siblings, and students residing in the district, and children of fulltime employees of the School are placed, the number of vacancies is confirmed.
9. If there are fewer applications at any one grade level than there are vacant seats, all of the applicants that are left will be enrolled. However, if there are more applications than there are available seats at any one grade level, a Lottery will be held.

A Lottery Process will be utilized to ensure that children in the School receive a fair and equitable opportunity to enroll in and attend the school. The Governing Authority has created Lottery Process guidelines as follows:

The Lottery Process

The lottery drawing date will be publicized and the drawing conducted in public so that parents can observe the process and assure its transparency. At least two independent observers will also be present at the drawing; one of these observers will draw the lottery results.

1. The lottery is a system of random selection of applications that identifies students for enrollment in vacant seats. It also generates the school's wait list. The lottery and wait list are separated by age group or grade level.
2. After all current students and their siblings are placed, and students residing in the district where the School is located are placed, and children of full-time employees of the School are placed, all other completed and accepted applications submitted during the enrollment period, including applicants currently on a wait list, are publicly drawn by a disinterested third party in random order until capacity is reached. a. Special needs and ELL students are included in the lottery process.
3. Names are drawn from each grade level envelope, beginning with the lowest grade.
4. The selected students are placed on a list assigning them to the appropriate grade by the independent observers.
5. If a selected student has any siblings applying for that grade or any other grade at the School, the siblings are automatically accepted and placed in the appropriate grade if there is space available. If there is no space due to the grade(s) being full, the siblings are placed on the wait list.
6. The process continues until every child who has applied is either placed in an open seat or is assigned to the wait list. Applicants on a wait list prior to the lottery will retain their original position on the wait list.
7. Parents will receive written notice of the lottery results within 10 calendar days of the drawing. They must accept their child's placement within 10 calendar days of being notified. Parents must provide all documentation from the Document Check List (above) by a given due date before their child can begin attending the school. If documentation is not provided by the due date, the child will no longer be considered eligible and the seat will be offered to the next student on the waitlist.
8. Wait List: The wait list will remain in effect for the entire school year or until all students have been placed. Throughout the year, new applicants to grades for which there is a waitlist will be placed on the list and placed in the order in which their applications were received. If a parent refuses their child's assigned placement, they are removed from the wait list, and the next name on the wait list is called.

Address and Residency Verification

The Superintendent of the School shall verify the student's district of residence upon initial application for enrollment and prior to the execution of any Lottery Process for allocation of enrollment slots in the School.

The parent/guardian shall provide proof of residency documentation to the School in compliance with Ohio Revised Code Section 3314.11 on an annual basis and as requested by the School. The parent/guardian immediately must notify the School of any change in residency and provide supporting proof of residency documentation in compliance with Ohio Revised Code Section 3314.11.

The Superintendent shall report to the Board on a monthly basis the residency status of students attending the School and shall prepare an annual report of the residency status of students for Board approval and submission to the state in compliance with ORC Section 3314.11.

This policy, as amended, shall be included in handbooks, enrollment packets, and/or the school's website in full or in part, in an effort maintain transparency as it may remain practicable.

Northeast Ohio College Preparatory School IRN:011923
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances
the Fiscal Years Ending 2026 through 2031, Forecasted

	Forecasted					
	Fiscal Year FY2026	Fiscal Year FY2027	Fiscal Year FY2028	Fiscal Year FY2029	Fiscal Year FY2030	Fiscal Year FY2031
Operating Receipts						
State Foundation Payments (3110, 3211)	\$ 4,670,329	\$ 5,050,281	\$ 5,076,351	\$ 5,360,263	\$ 5,662,123	\$ 5,964,148
Charges for Services (1500)	-	-	-	-	-	-
Fees (1600, 1700)	-	-	-	-	-	-
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)	2,087,397	965,802	993,996	1,023,020	1,053,711	1,085,322
Total Operating Receipts	\$ 6,757,727	\$ 6,016,083	\$ 6,070,347	\$ 6,383,284	\$ 6,715,834	\$ 7,049,470
Operating Disbursements						
100 Salaries and Wages	\$ 2,419,375	\$ 2,020,673	\$ 2,081,293	\$ 2,143,732	\$ 2,258,044	\$ 2,375,786
200 Employee Retirement and Insurance Benefits	857,669	716,329	737,819	759,953	790,315	831,525
400 Purchased Services	3,908,634	3,887,318	3,982,429	4,133,753	4,236,451	4,389,595
500 Supplies and Materials	271,826	279,417	286,937	294,682	309,416	324,887
600 Capital Outlay -New	-	-	-	-	-	-
700 Capital Outlay - Replacement	94,000	-	-	-	-	-
800 Other	9,359	9,640	9,929	10,227	10,738	11,275
819 Other Debt	-	-	-	-	-	-
Total Operating Disbursements	\$ 7,560,863	\$ 6,913,376	\$ 7,098,406	\$ 7,342,348	\$ 7,604,966	\$ 7,933,068
Excess of Operating Receipts Over (Under) Operating Disbursements	\$ (803,136)	\$ (897,294)	\$ (1,028,059)	\$ (959,064)	\$ (889,132)	\$ (883,597)
Nonoperating Receipts/(Disbursements)						
Federal Grants (all 4000 except fund 532)	\$ 1,010,946	\$ 1,050,056	\$ 1,089,837	\$ 1,130,308	\$ 1,186,824	\$ 1,246,165
State Grants (3200, except 3211)	-	-	-	-	-	-
Restricted Grants (3219, CS Facilities Grant)	-	-	-	-	-	-
Donations (1820)	-	-	-	-	-	-
Interest Income (1400)	-	-	-	-	-	-
Debt Proceeds (1900)	-	-	-	-	-	-
Debt Principal Retirement	-	-	-	-	(322,300)	(322,390)
Interest and Fiscal Charges	(34,601)	(34,602)	(34,601)	(34,601)	(34,601)	(17,200)
Transfers - In	18,380	-	-	-	-	-
Transfers - Out	-	(7,040)	(10,791)	(9,351)	(9,061)	(8,059)
Total Nonoperating Revenues/(Expenses)	\$ 994,725	\$ 1,008,414	\$ 1,044,445	\$ 1,086,356	\$ 820,862	\$ 898,516
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	\$ 191,589	\$ 111,120	\$ 16,386	\$ 127,292	\$ (68,269)	\$ 14,919
Fund Cash Balance Beginning of Fiscal Year	\$ 3,078,488	\$ 3,270,077	\$ 3,381,197	\$ 3,397,583	\$ 3,524,875	\$ 3,456,606
Fund Cash Balance End of Fiscal Year	\$ 3,270,077	\$ 3,381,197	\$ 3,397,583	\$ 3,524,875	\$ 3,456,606	\$ 3,471,525

Assumptions

	Forecasted					
	Fiscal Year FY2026	Fiscal Year FY2027	Fiscal Year FY2028	Fiscal Year FY2029	Fiscal Year FY2030	Fiscal Year FY2031
Staffing/Enrollment						
Total Student FTE	367	397	420	444	469	494
Instructional Staff	43	35	35	35	36	37
Administrative Staff	4	4	4	4	4	4
Other Staff	1	1	1	1	1	1

Purchased Services

Rent	\$ 664,800	\$ 704,801	\$ 725,945	\$ 747,723	\$ 770,155	\$ 793,259
Utilities	\$ 189,621	\$ 195,310	\$ 201,169	\$ 207,204	\$ 213,420	\$ 219,823
Other Facility Costs	\$ 243,895	\$ 251,212	\$ 258,748	\$ 266,510	\$ 274,506	\$ 282,741
Insurance	\$ 30,339	\$ 31,249	\$ 32,187	\$ 33,152	\$ 34,147	\$ 35,171
Management Fee	\$ 1,235,322	\$ 1,102,997	\$ 1,114,998	\$ 1,173,540	\$ 1,185,399	\$ 1,244,345
Sponsor Fee	\$ 140,909	\$ 152,331	\$ 153,138	\$ 161,681	\$ 169,864	\$ 178,924
Audit Fees	\$ 40,239	\$ 41,446	\$ 42,690	\$ 43,970	\$ 45,289	\$ 46,648
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation	\$ 230,409	\$ 237,321	\$ 244,441	\$ 251,774	\$ 259,327	\$ 267,107
Legal	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000
Marketing	\$ 89,686	\$ 92,376	\$ 95,148	\$ 98,002	\$ 100,942	\$ 103,970
Consulting	\$ 384,007	\$ 394,588	\$ 405,791	\$ 417,318	\$ 429,838	\$ 442,733
Salaries and Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Education Services	\$ 277,920	\$ 285,427	\$ 293,142	\$ 301,072	\$ 310,104	\$ 319,407
Technology Services	\$ 71,812	\$ 71,812	\$ 71,812	\$ 71,812	\$ 73,966	\$ 76,185

Food Services	\$ 266,356	\$ 283,129	\$ 299,902	\$ 316,675	\$ 326,175	\$ 335,960
Other	\$ 7,320	\$ 7,320	\$ 7,320	\$ 7,320	\$ 7,320	\$ 7,320
Total	\$ 3,908,634	\$ 3,887,318	\$ 3,982,429	\$ 4,133,753	\$ 4,236,451	\$ 4,389,595

Financial Metrics

Debt Service Payments	\$ 34,601	\$ 34,602	\$ 34,601	\$ 34,601	\$ 356,901	\$ 339,590
Debt Service Coverage	6.01	4.41	1.79	4.95	0.83	1.07
Growth in Enrollment	0.00%	8.02%	5.92%	11.85%	11.54%	5.33%
Growth in New Capital Outlay	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Growth in Operating Receipts	0.00%	-10.97%	0.90%	6.10%	10.63%	4.97%
Growth in Non-Operating Receipts/Expenses	0.00%	1.38%	3.57%	7.73%	-21.41%	9.46%
Days of Cash	0.41	0.47	0.48	0.46	0.46	0.44

Fiscal Year 2026-2031 Projected Debt					
Description	Beginning Year Balance	Principle Retirement	Interest Expense	Ending Year Balance	Debitor/ Creditor
FTE Review	\$ -	\$ -	\$ -	\$ -	
Loan A	\$ 644,690	\$ 644,690	\$ 190,204	\$ -	Accel
Loan B	\$ -	\$ -	\$ -	\$ -	
Line of Credit	\$ -	\$ -	\$ -	\$ -	
Notes, Bonds	\$ -	\$ -	\$ -	\$ -	
Capital Leases	\$ -	\$ -	\$ -	\$ -	
Payables (Past Due 180+ days)	\$ -	\$ -	\$ -	\$ -	
Total	\$ 644,690	\$ 644,690.00	\$ 190,204.17	\$ -	

Assumptions Narrative Summary

In January 2022, the ODE implemented increased state support as passed by legislation Ohio House Bill 110. Increased funding is expected over a six year period, FY2022-FY2027, with each community school generating a different base cost amount. FY2026 per pupil total state support (excl. facilities) is \$11,252, a -0.1% change vs. FY2025 per pupil total state support (excl. facilities) of \$11,265. Funded FTEs will grow to 367, 397, 420, 444, 469 and 494, in FY2026 - FY2031. The Ohio Legislature's Community Equity Funding Bill provides funding in FY2024 - FY2027 at \$650 per pupil. It is assumed that for every additional 25 students enrolled each year, one teacher will be added to the staff at a starting annual salary of \$50,000. Rent is assumed to be \$665K for FY2026, per the terms of the current lease agreement. Management fees for Accel Schools are included in this forecast at 18% of revenue per the terms of the management agreement. Sponsor Fees projected as a percent of state revenue at 3%. Food expense is expected to align with enrollment. Interest and fiscal expenses are not limited to debt; total includes loan interest, bank and credit card fees as well as other fiscal charges. A majority of operating expenses are assumed to grow 3% year over year.

Continuation
Certificate

Westfield Insurance Company

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

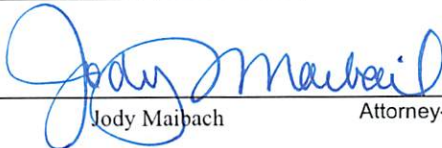
In consideration of an agreed premium payable in advance, the Bond described below is hereby continued in force for the period indicated. Continuation is subject to the condition that the maximum aggregate liability under the Bond and any and all continuations thereof shall in no event exceed the amount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

BOND NO.	BOND AMOUNT	RENEWAL PREMIUM	CONTINUED	
			FROM	TO
BND 0277507	\$ 25,000.00	\$ 390.00	3/3/2024	3/3/2027
PRINCIPAL Christopher D. Massa (on behalf of Northeast Ohio College Prep School)				
OBLIGEE State of Ohio				

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

O'NEILL INSURANCE AGENCY INC
Agency

111 High Street Wadsworth, OH 44281-1857
City & State

By: 
Jody Maibach Attorney-in-Fact



Судебный приказ

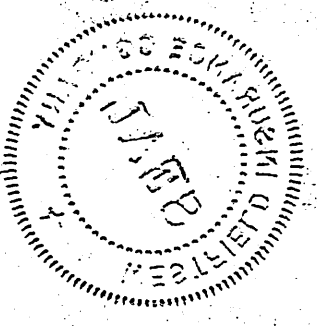
№ 12/2018

г. Москва
№ 12/2018
10.05.2018

Взыскать с должника денежные средства в размере 100 000 (сто тысяч) рублей, а также проценты на сумму взысканного долга, начисленные с даты взыскания до даты фактического исполнения обязательства.

Истец	Должник	Судья	Секретарь
Иванов И.И.	Петров П.П.	Сидорова С.С.	Кузнецова К.К.

Судья *Сидорова С.С.*



CERTIFIED COPY

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

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

Bond Number: **BND 0277507**
Principal Name: **Christopher D. Massa**
Obligee Name: **State of Ohio**
Bond Penalty: \$ **25,000.00**

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

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

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

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

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

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

Affixed
Corporate
Seal



CERTIFICATE

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

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

By: **Frank Carrino**, *Secretary*

State of Ohio
County of Medina ss:

On this **17th** day of **December**, A.D., **2019**, before me personally came **Gary W. Stumper**, to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of **Westfield Insurance Company** the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

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

Fiscal Officer License and Contact Information

C. David Massa
Massa Financial Solutions, LLC
219 East Maple Street, Suite 202
North Canton, OH 44720

Phone: (330) 515-0572
Email: dave@massasolutionsllc.com

STATE OF OHIO DEPARTMENT OF EDUCATION		
5 Year School Treasurer School Treasurer License		
DAVID MASSA		
THIS LICENSE AWARDED TO		
OH3014246	04/02/2021	07/01/2021 to 06/30/2026
EDUCATOR STATE ID	ISSUE DATE	EFFECTIVE DATES
<p><i>The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.</i></p>		
 Superintendent of Public Instruction	<p>This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.36.</p> <p>Credential # 21965653</p>	<p>Employers may verify this credential by going to Educator Profile on education.ohio.gov and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.</p>



Financial Policies and Controls Manual

v. 2025

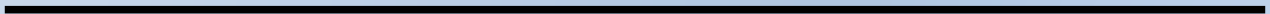


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Fiscal Management Overview

Massa Financial Solutions (MFS) strives to reflect sound internal controls and accounting policies in the operation of the Schools it serves. MFS believes that having established procedures and strong internal controls is an integral part of delivering the educational model and achieving the overall school mission.

MFS has established the following procedures to maintain internal control over all school assets and processes. The purpose for establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established school policies and procedures.

MFS utilizes SAGE 50 Accounting Software to record the financial transactions of the schools it serves. This same software is used to generate all of the financial statements and related reports that are presented to stakeholders such as the Board of Directors, Authorizers (Sponsors), and State Departments of Education. The accounting system is maintained on a Microsoft Azure cloud-based environment that is secured and backed up on a daily basis, thus providing piece of mind to MFS clients that its financial systems are protected. (see Disaster Recovery Plan at end of this document) Additionally, MFS utilizes cloud applications such as BOX.com and AVIDxChange to store scans of all School financial records generated during the course of an engagement with MFS. Finally, as described in the Payroll section of this document, MFS strongly encourages the use of ADP payroll service, where applicable. This service not only ensures that the School will remain in compliance with its tax reporting and filing obligations, but that all payroll records are protected and available for viewing at any time through password restricted access to the School's private payroll portal. SOC Reports are available for both the ADP and AvidxChange systems.

Finally, MFS employees high quality individuals with several years of charter school experience dating back to 1999. Many of the team members are credentialed as CPAs and Licensed School Treasurers or have many years of expertise in School Finance. MFS always maintains appropriate levels of professional services insurance or bonds, as required.



Bank Accounts

General

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

Reconciliation

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

Authorized Signatories

Certain designated individuals will be authorized to conduct business on the School's accounts. Such individuals shall be approved by resolution of the Board of Directors and also be on the appropriate signature card on file at the bank. For MFS clients, only the designated Fiscal Officer will be the authorized signer on all account, unless otherwise resolved by the Board of Directors.



Investments

General

If there are sufficient liquid cash balances on hand, the School may wish to invest a certain amount of School reserve funds in authorized investment vehicles. The Board of Directors shall be solely responsible for authorizing and establishing the School's investment strategy through a separate investment policy.

MFS may assist the Board in this effort by providing information and analysis of eligible investment options, as well as, executing investment transactions.

At all times, any investments of the School shall be as permitted under current Ohio law. Depending on currently available interest rates, the School may look to invest excess funds in the following:

- Money Market Accounts
- US Treasuries
- Certificates of Deposit
- STAR Ohio

The amounts of invested funds shall always be approved by the Board of Directors and should not reduce the School's operating cash balance below 60 days cash on hand.



Revenues

State and Federal Programs

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

- State Aid (based on the legislative formula)
- National School Lunch and Breakfast Reimbursement (if applicable)
- Federal program funds passed through the Ohio Department of Education and Workforce (e.g., Title I, IIA, IDEA, etc) as applicable.
- Casino Tax Distribution
- Medicaid Reimbursement (if applicable)
- Quality Community School Support Fund. (if qualified)

Receipts of direct deposits from these sources throughout the year are recorded as revenue according to their source (using appropriate Fund codes) in the month they are received. At year end, receivables are established for any amounts due as of the end of the fiscal year, but not yet received. These receivables are established under “AR-Grants”. Once received in the subsequent fiscal year, monies are credited against the established receivable in the SAGE 50 accounting system in the month they are received. Federal revenues should generally be equal to federal expenditures at June 30.

Miscellaneous Receipts

General

From time to time, Schools may receive cash or checks on-site. This may be related to special events admissions, book fairs, fundraising, donations or other such sources. Regardless of the source, it is important for the School to account for and safeguard all cash or cash equivalents (checks and money orders) received. To the extent possible, it is recommended that all cash be placed in a combination safe that is kept in the School leader’s office. If this is not possible, any monies should, at a minimum be secured in a locked drawer or cabinet. On a regular basis, such collections can be sent to the Fiscal Officer via UPS, courier, or mail. Actual cash however, should never be sent by mail. If pre-arranged, the Fiscal Officer may permit monies to be deposited locally into the School’s operating account.

Revenues – Page Two

Once the monies have been deposited by the Fiscal Officer, the deposit receipt from the bank shall be maintained with the School's other financial records and be available for review and audit at all times. This activity will also be recorded in the general ledger and reconciled with other cash activity on a monthly basis.



Accounts Receivable

Accounts Receivable (AR)

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

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

AR-Grants

As described in the Revenue policy, the School will establish a receivable for Federal monies as needed in any given month, but primarily at year end. Once the cash request is generated, and the funds are deposited, the receivable will be credited.

AR-Other

Items owed to the School that are outside of the State and Federal sources should be recorded in the AR-other account. Primarily, this account will be used for items that the School paid for that are expected to be refunded or reimbursed at a future point.

AR Monitoring

On a regular basis, no less frequently than monthly, outstanding amounts left unpaid will be reviewed for collectability by the Fiscal Officer. After an amount has remained uncollected after 6 months, a determination will be made (based on the specific circumstances that may exist) as to what action will be taken on the receivable (leave open or write-off).



Requisitioning/ Purchasing Policy

General

In general, the School Fiscal Officer is responsible for assuring that all purchases are appropriate and necessary. However, based on the structure of some management agreements, the procurement process for some schools may be performed by the management company. In the absence of other procurement guidance and/ or board approved purchasing policies, the following process will be utilized by a school to requisition needed goods or services.

Requisition Initiation

The purchasing process is initiated when a staff member submits a purchase requisition via email to the School Leader or Business Manager (if one exists).

All requisitions from staff must be sent using the established Requisition Form. This form should be completed in full and attached to the email sent to the address established for requisitions. Requisitions not in the prescribed format will not be approved.

Additional requisitions less than \$1,000 may be made as authorized by the School Leader/ Board of Directors/ School Fiscal Officer via email approval. Requisitions under \$100 may be authorized by the School Leader/ Board of Directors/ Fiscal Officer via verbal approval.

Fiscal Approval

Once the Requisition has been approved by the School Leader, it will then be forwarded to the School Fiscal Officer for budget review and approval. If there are insufficient funds available in the budget or the Fiscal Officer has questions about the requisition, the form will be returned to the originator who will modify the request and return it to the Fiscal Officer. If the modifications are satisfactory, the Fiscal Officer will then approve the requisition and return it to the School for procurement.

Requisition Policy - Page Two

Placing Orders

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

Receiving

Once goods and services are received, packing slips shall be reviewed by the receiver. If the goods or services are accurate, the packing slip will be initialed by the receiver and maintained at the School for audit purposes. The invoice can then be approved by the school and submitted to Accounts Payable for processing. The Accounts Payable process is addressed in a separate policy.

Enforcement

Please note that requisitions made outside of this process will not be recognized as liabilities of the School, but of the individual initiating the unauthorized order. Exceptions to this policy are only permitted with the express written approval of the School Fiscal Officer. Further, any violation of this policy by members of the School staff may result in disciplinary action.



Procurement Policy for Federal Grants

Policies developed in accordance with federal guidelines in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (**2 CFR §200**).

Purpose of these Procurement Standards/Policies

To clarify Federal requirements and procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.

School (Recipient) Responsibilities

The standards contained in this section do not relieve the School (recipient of Federal funds) of the contractual responsibilities arising under its contract(s). The recipient is the responsible authority, without recourse to the Federal awarding agency, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. This includes disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority as may have proper jurisdiction.

Codes of Conduct

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The School may take appropriate disciplinary actions for violations of such standards by officers, employees, or agents of the recipient.

Competition and Cost/Price Analysis

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

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

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

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

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

Procurement Policy for Federal Grants – Page Three

Solicitations for bids should clearly state all the requirements the vendor must fulfill in order for the bid or offer to be evaluated by the grantee agency. The procurement should be given to the vendor whose bid or offer is responsive to the solicitation, and is the most advantageous to the grantee agency (considering price as the primary factor, quality, and other applicable factors). Any and all bids or offers may be rejected when it is in the grantee agency’s interest to do so. This means that grantees do not have to accept the lowest bid received because other factors, such as quality of the product or service record of the vendor, also may be considered by the grantee in making the decision.

METHODS OF PROCUREMENT

The following is a summary of available procurement methods. Additional information on each method is presented following the table:

Method	Aggregate Dollar Amt.	Notes 1:	Notes 2:
Micro-Purchase	Not to exceed \$10,000 (\$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act).	No quotations required if price is reasonable.	To extent practicable, distribute equitably among qualified suppliers.
Small Purchase	\$10,001 to \$250,000	Rate quotations from an adequate number of qualified sources.	No cost or price analysis required.
Sealed Bid	Over \$250,000	Primarily constructions projects, firm fixed price contract.	Price is a major factor, formal process for bidding
Competitive Proposals	Over \$250,000	Fixed price or cost reimbursement	RFP with evaluation methods for an adequate number of qualified sources.
Sole Source	Any dollar amount	No competition must be authorized by agency (or pass-through entity).	Unique or public emergency.

MICRO PURCHASES (< \$10,000)

Purchases under \$10,000 require little formal documentation; they are likely to be catalog purchases, with prices that are readily available from many vendors. A quick notation or copy of prices checked from at least one other source should be attached to the order or noted in the file. Conduct all procurement transactions in a manner that maximizes opportunities, increases quality (if a factor), and reduces the cost of the purchase.

SMALL PURCHASES (\$10,000 to \$250,000)

Purchases from \$10,000 to \$250,000 should have telephone or other quotations and simple purchase or performance descriptions. Inquire in the open market to ensure an advantageous price and quality. The file should document the inquiries made and offers received from at least three sources.

LARGE PURCHASES (>@250,000 – “Simplified Acquisition Threshold”)

Purchases greater than \$250,000 should be treated more formally, either through competitive proposals or sealed bids:

Procurement By Sealed Bids

Primarily used for construction projects, sealed bids are publicly solicited requests for bids or proposals at a fixed contract price. The contracts are awarded to the bidder whose bid conforms in all material respects to the specified requirements and offers the lowest price. Sealed bids are the preferred method for procuring construction contracts if the following conditions apply:

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

If sealed bids are used, the following requirements apply:

- The invitation for bids shall be publicly advertised;
- Bids must be solicited from an adequate number of known suppliers, providing them sufficient time to respond;
- The invitation for bids must fully describe the items or services sought, so that the bidder may properly respond;

Procurement Policy for Federal Grants – Page Five

- All bids will be opened at the time and place prescribed in the invitation for bids;
- A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- Any or all bids may be rejected if there is a sound, documented reason

Procurement by Competitive Proposals

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

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

SOLE SOURCE PROCUREMENT

“Sole source” or non-competitive procurement may be used only when one or more of the following circumstances apply:

- The item is available only from a single source.
- Public exigency or emergency will not permit a delay resulting from competitive solicitation.
- The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the School.
- After solicitation of a number of sources, competition is determined to be inadequate.

GENERAL PROCUREMENT PROCEDURES

(a) Federal procurement procedures require at a minimum, (1), (2) and (3) below.

(1) Recipients must avoid purchasing unnecessary items.

(2) Where appropriate, an analysis is made of lease and purchase alternatives to determine which would be the most economical and practical method of procurement for each Federal Government grant expenditure.

(3) When soliciting competitive bids for goods and services, the solicitation process must provide for all of the following.

(i) A clear and accurate description of the technical requirements for the material, product or service to be procured. In competitive procurements, such a description shall not contain features which unduly restrict competition.

(ii) Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.

(iv) The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation.

(v) The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.

(vi) Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

(b) Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible.

Procurement Policy for Federal Grants – Page Seven

When soliciting bids for goods or services, recipients of Federal awards shall take all of the following steps to further this goal:

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

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

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

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

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

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

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

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

Procurement Policy for Federal Grants – Page Eight

No contract shall be made with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the Simplified Acquisition Threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

(e) Recipients shall, on request, make available for the Federal awarding agency, pre-award review and procurement documents, such as request for proposals or invitations for bids, independent cost estimates, etc., when any of the following conditions apply.

(1) A recipient's procurement procedures or operation fails to comply with the procurement standards in the Federal awarding agency's implementation of this Circular.

(2) The procurement is expected to exceed the "Simplified Acquisition Threshold" (currently \$250,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product.

(4) The proposed award over the Simplified Acquisition Threshold is to be awarded to other than the apparent low bidder under sealed bid procurement.

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the Simplified Acquisition Threshold.

Procurement records. Some form of cost or price analysis shall be made and documented in the procurement files in connection with every procurement action. For price analysis, this would mean keeping copies of all the documentation of the prices and vendors that were compared, identifying which vendor was chosen, and stating why that vendor was chosen. For cost analysis, it would mean keeping written documentation of the determination of whether a cost was reasonable, allocable to that grant, and allowable for that grant.

Procurement Policy for Federal Grants – Page Nine

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

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

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

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

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

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

c) Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$150,000. For those contracts or subcontracts exceeding \$150,000, the Federal awarding agency may accept the bonding policy and requirements of the recipient, provided the Federal awarding agency has made a determination that the Federal Government's interest is adequately protected.

Procurement Policy for Federal Grants – Page Ten

If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

(4) Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."

(d) All negotiated contracts (except those for less than the Simplified Acquisition Threshold) awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(e) All contracts, including small purchases, awarded by recipients and their contractors shall contain the procurement provisions of Appendix A to this Circular, as applicable.

Costs

All allowable costs will be determined by **OMB 2 CFR §200**, FARs, and/or by the granting entity through grant manuals or award terms and conditions.

For Federally Sponsored awards, allowable costs generally fall within these guidelines:

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

Cost Classification: Assigning Account Codes

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

Allowable Direct Costs

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

Unallowable Costs

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

Some unallowable costs, such as alcoholic beverages, are types of expenditures that are specifically unallowable by law, regulations and/or contract terms. See OMB Circular A-21 section J. Both unallowable costs and expenses connected with unallowable functions must not be direct charged to sponsored agreements. Other costs, such as utilities and building maintenance are unallowable as a direct cost unless approved in the proposal process and by the sponsor.

Facilities and Administrative Costs (Formerly Indirect Costs)

Facilities and Administrative (F & A) costs are expenditures associated with a grant, contract, or cooperative agreement that cannot be directly charged to nor specifically identified with individual sponsored projects. These costs include maintenance of physical facilities, library services, administrative services, and departmental administration. In general, F&A costs involve expenditures necessary for the development and maintenance of an environment conducive to research and other sponsored projects.

Most grants and contracts provide for the recovery of F&A costs incurred in their executions and management. The recovery is based upon negotiated rates and assessed to individual projects on a percentage basis. The negotiation is based on a review of the School's costs and assessment of the reasonableness of the charges.

In most cases, F&A costs for a sponsored project are calculated by multiplying the approved F&A rate and the wages paid on the award. F&A cost is charged based upon the rate and base in the approved award, up to the federally negotiated rate. Slight F&A cost adjustments may be made manually by the Grants Coordinator during the award closeout process.



Accounts Payable and Cash Disbursements

Massa Financial Solutions utilizes **AvidxChange** (avidxchange.com) to capture and route invoices for approval and to import approved invoices into the SAGE accounting system. Once invoices are selected for payment from the aging report in SAGE, approved payments are then exported back to AVID for payment processing. AVID will then debit the school's bank account for the appropriate amount of each individual item being paid. AVID's Supplier team will then communicate with the vendor to handle the payment terms, reducing the administrative burden on the MFS accounting team. As authorized debits are being made from the school's bank account, there are very few outstanding items on the school's monthly bank reconciliation.

Steps to the invoicing/ payment cycle using AVID:

- Invoices are sent to the Fiscal Officer's office for upload into AVID or emailed directly to AVID at MassaAP@avidbill.com
- Invoice then is routed through a pre-established approval workflow that is custom to the school. School level approvals are typically conducted first and it goes to the Account Payable teams (Accel and/ or Massa Financial) for additional review to make sure all source documents are included, account numbers appear correctly, general ledger coding and descriptions are accurate, etc.
- Fiscal Officer conducts the final review of all invoices and then authorizes the AP Manager to begin the batching process.
- Once all approved invoices are batched by school, they are imported into SAGE and AP Agings are generated for review by the Fiscal Officer. This process is performed on a weekly or a bi-weekly basis.
- Fiscal Officer determines from the aging report which items are to be paid depending on the available cash flow at the time and highlights the items to pay directly on the aging report.
- The AP manager at Massa then selects the invoices in SAGE that were approved to be paid. A file is then generated that exports the paid items back to AVID for payment processing.
- The Fiscal Officer is required to do a secondary review and approval once the payment is in the AVID queue.
- All approved payments are then debited directly out the school's bank account by AVID. Each debit is clearly noted on the bank statement, including the vendor name.
- Once the debits are made to the school's account, AVID then reaches out to the vendors and asks how they would like to receive the payment: by check, ACH, or a virtual credit card.
- Massa has the ability to void or cancel any payment if necessary.

In order to determine the completeness of accounts payable at the end of each fiscal year, the Fiscal Officer will review all invoices paid by the School after yearend (6/30/XX) during the months of July and August (the “review period”). The review will primarily focus on the date that services were rendered or the period for which the charge is intended to benefit. The review will only apply to individual invoices that exceed \$3,500. Each item reviewed will be evaluated to determine if it was properly included or properly excluded from the School’s accounts payable listing at 06/30/XX. If adjustments are required to properly classify items reviewed, they will be posted in real-time to the SAGE 50 accounting system as they are identified. Items identified outside of the review period that should be included in the School’s accounts payable listing at 06/30/XX, should be brought to the Fiscal Officer’s attention for a final determination on how the item will be recorded.

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

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



Purchasing Card (“PEX Card”) Policy

The purpose of the School PEX card is to facilitate small purchases for the School when other means are not practical or efficient. The card is not a credit card nor a debit card. The card is a purchasing card intended to facilitate small dollar purchases via a pre-authorized funding of the card. This policy shall govern the appropriate use of the School’s card and accounting for any card activity.

GENERAL

1. The Fiscal Officer will be responsible for the issuance, account monitoring, card retrieval or cancellation, and generally for overseeing compliance with the PEX Card Policy. The PEX card will be issued in the name of the Fiscal Officer and/or an employee designated by the Fiscal Officer.
2. The Fiscal Officer or an employee designated by the Fiscal Officer may use the PEX card, only for goods or services for the official business of the School.
3. Documentation detailing the goods and services purchased must be submitted through the standard requisition process and approved before payment with the card can occur.
4. The School will use disciplinary measures consistent with current law for any unauthorized use.
5. Any benefits derived from the use of the PEX card will be the property of the School.
6. The PEX card account will be funded prior to purchase being made. The School accepts full responsibility for funding the PEX card.

PEX CARD GUIDELINES

A VISA PEX card will only be issued to the School Fiscal Officer and those designated by the Fiscal Officer to receive a card. It will be honored for School business by any vendor or merchant who accepts the card. The PEX card does not have a set limit, but purchases are limited to the amount of funding available on the card, which is done by direct transfer and pre-approved by the School Fiscal Officer.

PEX Card Policy – Page Two

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

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

CARD USAGE PROCEDURES

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

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

TAX EXEMPTION

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

ALLOWABLE CHARGES

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

1. Travel expenses
2. Conference registration fees.
3. School Materials
4. Small Equipment purchases (less than \$500)
5. Supplies
6. Other expenses not listed but approved in advance by the Fiscal Officer.

The PEX card may not be used for personal use, items not covered by the categories listed above, or for non-School use. However, should such unauthorized use occur, reimbursement by the responsible party will be due to the School immediately.

PEX CARD SECURITY

Authorized users of the PEX card are responsible for its protection and custody, and must keep the card in a secure location at all times. The Fiscal Officer will maintain ultimate control of the PEX card through the PEX secure website. If a card is lost or stolen, the Fiscal Officer must be notified immediately so that the card can be disabled.

ACCOUNTING PROCEDURES

PEX card statements, along with receipts for all items paid for by the School will be reconciled on a monthly basis by the Fiscal Officer. This will include reconciling original receipts to the statement transactions. Receipts must show the date, purpose, and name(s) for which the expense was incurred.

The Fiscal Officer or designee will then assign an account code to each charge and record all activity in the School's SAGE50 accounting system on at least a monthly basis.

The Fiscal Officer must retain the approved PEX card statements and accompanying receipts on file in accordance with the School's Record Retention Policy.



Payroll and Related Liabilities

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

For those school clients that do not process payroll through their contracted management company, MFS strongly encourages the use of Automatic Data Processing (ADP), a national payroll provider, to execute its semi-monthly payroll. However, other similar companies may be used if circumstances warrant it. This decision will rest with the School fiscal officer. Using a national provider will help ensure a timely execution of payroll, the filing of required returns, and overall compliance with current tax laws.

A designated School representative will work closely with MFS to collect all employee paperwork necessary to create an employment profile in the ADP payroll system. All contracts are paid equally over 24 pays (or 26 pays if cycle was established prior to engaging MFS) unless otherwise designated by the Board of Directors. Additionally, all contracts are pro-rated for varying dates of hire. Before each pay, any changes (new hire, termination, pay increase, etc) are forwarded to the School Leader for review and approval prior to entering the change into the ADP payroll system and employee records.

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

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

Payroll and Related Liabilities – Page Two

Upon the completion of preparing the semi-monthly payroll in the ADP system, a “Payroll Preview” is generated by the School and submitted to the School leader, Fiscal Officer, and management company (if applicable) for review and approval. If no changes are necessary, the School then authorizes the Fiscal Officer to submit the payroll for processing and payment. Payroll is automatically debited from the School’s operating cash account. In cases, where the management company employs the staff, payroll may be debited directly from the School’s account or invoiced to the School for reimbursement based on established protocols.

As noted in previous sections, all of the School’s bank accounts are reconciled on a monthly basis.



Capital Assets, Federally Funded Equipment, and Inventory

This policy defines the accounting treatment and reporting of all capital assets belonging to the School in accordance with applicable accounting standards and federal guidelines and shall be consistently applied by the School Fiscal Officer. Management of all physical assets, including periodic inventories, is the responsibility of School on-site personnel and/ or the related management company.

The School will follow a policy of capitalizing individual assets costing greater than \$10,000 or other thresholds as approved by the Board of Directors. This is an increase from a threshold of \$5,000 and will be in effect beginning in fiscal year 2025. Items capitalized under the prior threshold will not be restated for financial reporting purposes.

For purposes of this policy, capital assets are defined as:

Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- Land, buildings, technology, furniture, vehicles, equipment, and intellectual property (including software), whether acquired by purchase, construction, manufacture, exchange; and
- Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance)
- In accordance with GASB Pronouncement No. 87, capital assets may also include the recording of intangible right-to-use assets.

The School through the direction of the Fiscal Officer will maintain a record of all assets owned by the School and meeting the criteria for capitalization in a Schedule of Capital Assets.

The Schedule shall include than the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Estimated life

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

All depreciation expense related to the maintaining of these assets will be calculated using the straight-line method based on estimated useful lives of the individual assets and recorded in the financial statements of the School through a posting to the SAGE 50 accounting system.

Current estimated useful lives are established as follows for each type of asset classification:

- Land (not depreciated)
- Building and Building Improvements – 39-40 years
- Leasehold Improvements – school specific
- Computers and Software – 3 years
- Furniture and Fixtures – 5 years
- Equipment – 5 years
- Vehicles – 5 years

Net Book Value (NBV) of all assets is equal to the original acquisition cost less accumulated depreciation.

All requests for removal of surplus property, deletions and discards must be approved by the Board of Directors. All requests must be processed through the Fiscal Officer who will review the request and determine if it is reasonable. In no case should equipment be removed or discarded without prior authorization from the Board. If practical, photos should be taken of the disposed equipment.

For Federally funded assets, including equipment, with a current per unit fair market value of \$10,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

Items greater than \$10,000 must have the approval of the Federal awarding agency. If disposition instructions are not provided within 120 days of the initial request, items of equipment with a current per-unit fair-market value in excess of \$10,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share, \$1,000 for its selling and handling of the equipment.

Additional Federal Considerations (excerpt of 2 CFR 200.439)

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

(1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity (Ohio Department of Education).

(2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$10,000 or more have the prior written approval of the Federal awarding agency or pass-through entity (Ohio Department of Education).

(3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity. See § 200.436 Depreciation, for rules on the allowability of depreciation on buildings, capital improvements, and equipment. See also § 200.465 Rental costs of real property and equipment.

(4) When approved as a direct charge pursuant to paragraphs (b)(1) through (3) of this section, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

(5) The unamortized portion of any equipment written off as a result of a change in capitalization levels may be recovered by continuing to claim the otherwise allowable depreciation on the equipment, or by amortizing the amount to be written off over a period of years negotiated with the Federal cognizant agency for indirect cost.

(6) Cost of equipment disposal. If the non-Federal entity is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment the costs of such disposal or transfer are allowable.

(7) Equipment and other capital expenditures are unallowable as indirect costs. See § 200.436 Depreciation.

(8) OMB Circulars A-87, A-102, A-110, A-21 should be monitored for any changes in guidance.



Loans and Other Long-Term Debt

From time to time, schools may have to take out a loan or other long-term debt. This may be related to working capital needs or facility financing. Once the loan or debt is executed, the corresponding liability is recorded on the School's Statement of Net Position and split between the Current and Long-Term Portions. As principal payments are made against the outstanding debt (based on a frequency determined in the terms of the debt agreement), an entry is recorded to reduce the liability accordingly. Any associated interest with such payments is recorded as a non-operating expense at the time of payment. All debt must be approved by the School's board of Directors prior to any proceeds being received.

Note: On the School's audited statements, the School may be need to record entries required by the Governmental Accounting Standards Board (GASB) to record certain assets and liabilities related to leases, pension and other post-employment benefits. These entries are required by current accounting standards as described in GASB Pronouncements Nos., 68, 75, and 87 and are made *for presentation purposes only*. They do not represent debt liabilities under which the school is required to make any structured payments with the school's operating funds.



Business Expense Reimbursement

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 any pre-established travel policies or guidelines. Mileage shall be reimbursed at the rate currently established by the Internal Revenue Service for business travel.

Reimbursement requests must be submitted on a standard form established by the School and completed with all required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual seeking reimbursement and their immediate supervisor.

All employees/ Board members are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

Approved reports are submitted to the Fiscal Officer for processing under the Accounts Payable guidelines.

Reimbursement for any items not specifically related to the approved travel or for items that do not serve a proper public purpose (e.g. alcohol) are strictly prohibited and are not reimbursable to the employee.



Budgeting

The Board of Directors will annually adopt an operating budget for the upcoming School year. Depending on the School, the Operating Budget will be prepared under the direction of the Board, management company (if applicable), School leaders or their designees, and the Fiscal Officer. In all cases, the final budget draft will be reviewed by the Fiscal Officer. The final decision-making authority with regard to budget issues rests with the Board with input from the Fiscal Officer and School or management personnel.

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

At each regular meeting of the Board, the Fiscal Officer shall present to the Board a statement that compares YTD actual financial results to the YTD budget.

These guidelines shall also be followed in the development and approval of all five-year forecasts as required by the Ohio Revised Code.



Federal Programs

Comprehensive Continuous Improvement Plan (CCIP)

All schools are entitled to receive annual allocations of formula-based funds through the Department of Education including, but not limited to Title I, Title IIA, Title IV, IDEA funds, etc.

Upon receipt of an allocation award notice, an application and budget is prepared in the CCIP and then submitted to the Fiscal Officer for review and approval. Once approved by the Fiscal Officer, it is then approved by the Authorized Representative (typically the School Leader) and then forwarded to the Department of Education for FINAL review and approval. No funds can be drawn against the allocation until the school receives an initial Final Approval.

Final approved grant budgets are included in the School's overall operating budget. The Fiscal Officer is then responsible for monitoring grant award budgets. The School official or program coordinator is responsible for monitoring any specific compliance issues related to the grant.

Project Cash Requests

Project Cash Requests (PCRs) related to approved grant programs will be completed and submitted once a month or less frequently if determined to be reasonable. For the most part, requests for program cash will be supported by expenditures already made by the school in the month prior (negative cash request). If there is cash on hand at the time a project cash request is made, this will be taken into consideration and adjusted on the request accordingly.

Final Expenditure Reports

At the conclusion of each program period and by the required due date required (typically September 30th), the School shall submit Final Expenditure Reports for each program detailing and certifying the total amounts expended or obligated during the reporting period. All amounts reported on the Final Expenditure Report shall be supported by underlying financial records that reflect amounts paid to eligible employees and vendors.

Overall, the School shall follow all applicable provisions of the Education Department General Administrative Regs (EDGAR), which is inclusive of 2 CFR (Code of Federal Regulations), Part 200.



Month End Closing Procedures

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

- Statement of Net Position
- Statement of Revenues, Expenses, and Changes in Net Position (compared to Budget)
- Bank Reconciliation for all accounts
- Monthly Check Register
- Accounts Payable Aging

Optional reports that may be included are:

- Statement of Cash Flows
- ODEW Payment Comparison Report

These documents will be presented to the Board of Directors at the regularly scheduled meetings for approval. On a monthly basis, the financial statements will be also submitted to the School's Sponsor according to the established schedule for submissions. From time to time, the Fiscal Officer may respond to inquiries from the Sponsor about certain aspects of the financial statements.



Year End Closing and Financial Statement Preparation

At each year end (6/30/XX), MFS staff will begin the annual closing process which includes additional adjustments beyond what are typically recorded during the monthly close process of interim periods. These adjustments may include, but are not limited to the following:

- Accounts Receivable – Grants
- Accounts Receivable – FTE (State Aid)
- Accrued Wages and Benefits
- Accrued Expenses
- Accounts Payable (longer evaluation for accrual)
- Depreciation Expense
- GASB Statements Nos. 68, 75, and 87 Entries

Once all yearend adjustments are posted to the SAGE 50 system, a trial balance is exported and dropped into an Excel-based financial statement template that includes the following:

- Statement of Net Position
- Statement of Revenues, Expenses and Changes in Net Position
- Statement of Cash Flows

These statements collectively make up what is referred to as the “Basic Financial Statements”. All three statements are reviewed by the Fiscal Officer for accuracy and consistency. Once reviewed and approved, the Statements are then used to create and/ or update the “Notes to the Basic Financial Statements” which include all required and necessary disclosures about the school’s financial statements. In addition, a draft Management’s Discussion and Analysis (MD&A) is prepared, as well as any Required Supplementary Information. This comprehensive package of Basic Financial Statements, Notes, MD&A, and RSI Schedules is then combined into a single PDF document and submitted for a final review by the Fiscal Officer. Any needed changes are made immediately, and an updated copy is generated. Once the final draft is approved, it is then submitted by the Fiscal Officer to the Hinkle filing system which is contained within the Auditor of State’s eServices system. A report for each school is required to be filed in the system within 150 days of fiscal yearend, which is generally around the end of November. Once the report is filed, an email confirmation of submission is received. Finally, though it is not a required part of the Hinkle filing, MFS staff will also draft a Schedule of Expenditures of Federal Awards (SEFA) for instances when the auditor is performing a Single Audit of federal funds expended.



Community School Funding Adjustments

In Ohio, ORC Section 3314.08 provides that funding for community schools is primarily driven by enrollment that is calculated on an annualized full-time equivalent basis or “FTE”. These calculations are based on the monthly submission of specific student data into EMIS. At the end of the year, a final EMIS submission is done and funding is adjusted accordingly. In addition to changes in data, FTE adjustments may also occur through FTE reviews conducted by the ODEW to verify the accuracy of data reported. Through either the data submission process and/or an FTE review, adjustments are determined on an annual basis by comparing these “final” results to what the revenues the School actually received during the fiscal year. These adjustments may result in either additional funds being owed to the School (receivable)...or additional funds being owed by the School (payable).

MFS staff will continuously monitor the monthly ODEW Settlement Reports and the posting of Final FTE Adjustment Listings on the ODEW website for information on necessary adjustments. MFS will also monitor the results of any FTE review for any additional adjustments that may be required. MFS will record all such adjustments (positive or negative) at the time that they are identified. Generally, because these adjustments are determined after the year end of a given fiscal year, MFS will record these adjustments in the appropriate fiscal year on an accrual basis (positive adjustment=“receivable” and negative adjustment=“payable”) up until the 150-day unaudited financial statement deadline. After this deadline, such adjustments will be discussed with the auditor to evaluate materiality and discuss the proper treatment of such adjustments on the School’s financial statements.

After properly accounting for the revenue adjustments, MFS staff will work with the community school to identify all contracts and agreements that may be based on a percentage of revenue or number of FTEs. (e.g., often management agreements or sponsor contracts), as well as, determine which components of the ODEW Settlement Report should be considered in the calculation. Any such contracts or agreements identified as meeting this requirement will also have amounts paid (or owed) to the other party adjusted accordingly with the final FTE/ Revenues set by the State. If necessary, MFS will work with the School and legal counsel to determine the proper handling of these items. Otherwise, MFS will work to ensure that these parties are aware of the adjustments needed and will also monitor current year invoices received from (or payments made) to these parties to ensure the adjustments are properly and timely accounted for. Should the School end their relationship with one of these providers, any amounts remaining due to School will be payable in full prior to the transition date. Lastly, MFS will advise the School if collateralization of possible future repayments is necessary.



Audit

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

Once the audit is completed, it will be released and made available to all stakeholders (board members, authorizers (sponsors), and management company officials). Audits are electronically distributed based on the roster of stakeholders established in the Auditor of State's eServices system.



Cybersecurity

MFS is acutely aware of the risks posed by cyber-attacks, phishing schemes (payment redirect), and other fraudulent activities. To every extent possible, the Fiscal Officer and MFS staff will take measures to mitigate this risk wherever possible. This includes validating information received that requests that payment information to a particular vendor or employee be updated. Further, while ACH and wire transfers may be used as a payment method, these types of transactions are only executed by the Fiscal Officer after careful consideration of all payment details and/ or circumstances. Finally, MFS works continuously with its technology partner to implement active measures of protection and monitoring of all systems, including email. MFS believes that the controls outlined in this manual, the inherent controls of the systems that are in place to perform routine/ ongoing transactions, and the cumulative experience of the Fiscal Officer and MFS staff provides a strong defense against these types of events occurring. However, as a precautionary measure, MFS carries appropriate levels of cyber and professional liability insurance.



SOC Reports

In support of some of the key processing systems described in this policy manual, System and Organization Control (“SOC”) Reports are available for FIT Technologies, ADP, and AVIDxChange on an annual basis, in addition to any related “bridge letters”. These reports provide verification of a company’s compliance with best practices for information security and further support the overall internal control environment of MFS. Any complimentary user entity controls described in these reports are implemented as applicable. The most recent reports are available upon request.



Massa Financial Solutions, LLC
Disaster Recovery
February 2, 2025



Overview

In this document, FIT outlines the disaster recovery plans and options for Massa Financial Solutions, LLC as it pertains to the business-critical platform for the organization hosted within Microsoft Azure and Massa data contained within Microsoft 365.

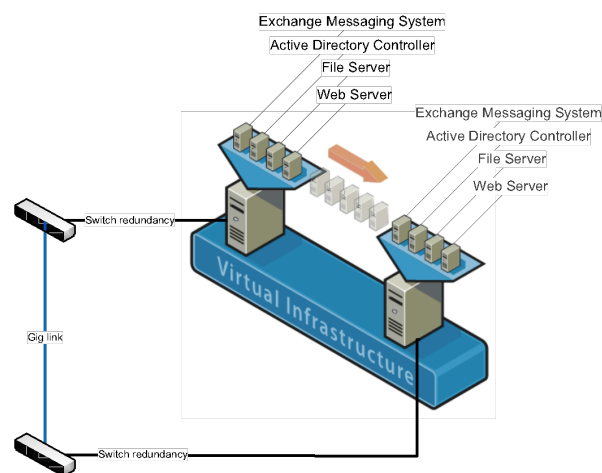
Microsoft Azure

All Massa Financial Solutions' servers are hosted in a fully redundant server cluster using Microsoft Azure. This cluster is hosted within an Azure datacenter with redundant uninterruptible power and generator backup. Azure is composed of a globally distributed datacenter infrastructure, supporting thousands of online services and spanning more than 100 highly secure facilities worldwide.

Azure is a cloud computing platform offered by Microsoft. Massa Financial Solutions uses the infrastructure as a service (IaaS) to provide storage, network, servers, and virtualization. Virtualization hides the physical characteristics of a computing resource from its applications and/or end users. This makes a single physical resource (such as a server, an operating system, an application, or storage device) appear to function as multiple logical resources; or it can include making multiple physical resources (such as storage devices or servers) appear as a single logical resource. Hosting servers in this environment provides ease of storage, backup of stored data and redundant power systems.

By virtualizing the systems in place, an additional means of failover can be utilized. Normally, if a system fails all its roles are unavailable until that system is replaced. In a virtual environment, it is possible to configure virtual machines to host those critical roles on a shared storage platform allowing the virtual machines to be re-attached to another system which will return the environment to an operational state.

The image below depicts virtual servers running on a physical server in a virtual infrastructure environment. The diagram demonstrates the virtual hosts' portability from one physical server to another across a redundant switched network. The diagram assumes a shared storage system is attached to each of the two systems.



Security

Microsoft strictly enforces and controls physical access to the areas where Massa data is stored through state-of-the-art physical security. A layered approach is used to reduce the risk of unauthorized physical access to the data and datacenter resources. The layers that Microsoft uses are as follows:

- Perimeter security
 - Camera-monitored entrance gates and security guards patrol nondescript buildings that have perimeter fencing and 24-hour exterior lighting.
- Entering the datacenter
 - All entrances are staffed with professional security officers who have gone through rigorous training and background checks. These officers patrol the datacenter and monitor video feeds from security cameras.
- Inside the datacenter
 - To continue moving through the datacenter, two-factor authentication with biometrics is required. Once authenticated, access is granted to the authorized portion of the data center for only the time approved. Areas designated as highly sensitive require additional two-factor authentication.
- Datacenter floor
 - The floor can only be accessed with prior approval and after a full body metal detection screening at the time of entry. Only approved devices can make their way onto the datacenter floor. Video cameras monitor the front and back of every server rack. Upon exiting the floor, all individuals are subject to an additional full body metal detection screening.
- Leaving the datacenter
 - When leaving the facility, each person must go through a final security checkpoint and all visitors must surrender their temporary badges. After collection, all badges have the access levels removed before being reused for future visits.

To access the resources within Microsoft Azure, Massa Financial uses a managed user accounts in Microsoft Entra ID. Microsoft Entra ID is a cloud-based identity and access management service. It is continuously replicated to multiple geographically dispersed data centers. To secure the Local Area Network (“LAN”) environment from outside intrusion, the hosted service solution uses Azure Bastion. The Azure Bastion service is a fully platform-managed PaaS service that you provision inside your virtual network. It provides secure and seamless RDP/SSH connectivity to your virtual machines directly from the Azure portal over TLS. When you connect via Azure Bastion, your virtual machines do not need a public IP address, agent, or special client software.

Azure Backup

With the Azure Backup service offering, backups are provided for all Massa Financial Solution servers. Azure Backup is a policy-based data and recovery solution that provides image-based backups daily. The service ensures that all operating system, file system, and application data hosted on the Massa Financial Solution servers are captured as a snapshot image. All imaged based backups have a retention period of thirty (30) days.

Acronis Microsoft Cloud Backups

On top of the Azure backups for all Massa Financial Solution servers, Massa also backs up company data contained within Microsoft 365 (specifically OneDrive, SharePoint, and Outlook) using a third-party vendor. The third-party vendor is Acronis and performs daily backups of the data contained in the Microsoft 365 services indicated above. This data has an infinite retention allowing Massa to recover from any accidental or non-accidental deletions and/or changes. All access to backed up data included is secured and protected by two-factor authentication.

Microsoft 365 does, by default, retain copies of Massa data held within the Microsoft 365 environment, however, holds no liability to being able to restore the data. It is the responsibility of Massa to provide backups of their data in Microsoft 365, which is why a third-party vendor is used to provide restorable data contained within Microsoft 365.

SCHOOL MANAGEMENT AGREEMENT

This School Management Agreement (“*Agreement*”) is made by and between the Governing Authority (the “*Governing Authority*” or the “*Board*”) of Northeast Ohio College Preparatory School, an Ohio public benefit corporation (the “*School*”) and Accel Schools Cleveland FB LLC, a Delaware limited liability company (“*Manager*”), and is effective as of the date of the last signature of this Agreement (the “*Effective Date*”).

BACKGROUND

WHEREAS, the Board desires to retain the Manager as the exclusive management organization of the School. The School is established as an Ohio community school pursuant to Chapter 3314 of the Ohio Revised Code (“*ORC*”).

WHEREAS, the Board and the Manager (each, a “*Party*” and collectively referred to as the “*Parties*”) wish to enter into an agreement that will allow the Parties to create an enduring educational alliance by promoting educational excellence and innovation based on the Manager’s school design and comprehensive educational program, as well as the Manager’s management principles.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually agreed upon and acknowledged, the Parties agree as follows:

ARTICLE I APPOINTMENT AND TERM

1.1 Appointment. Subject to the terms and conditions set forth herein, the Parties agree that the Manager shall serve as the sole and exclusive operator of the School, as that term is defined ORC § 3314.014

1.2 Term. The initial term of this Agreement shall commence as of the Effective Date and shall end at 11:59 p.m. (EST) on June 30, 2027 (the “*Initial Term*”) unless otherwise terminated as provided herein. This Agreement shall automatically renew for successive five-year periods (each a “*Renewal Term*”) unless either the Manager or the Governing Authority provides written notice of non-renewal to the other Party at least ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term. The terms and conditions of this Agreement shall apply to any Renewal Term. The Initial Term and all Renewal Terms, if any, are collectively referred to herein as the “*Term*.”

1.3 Designation as Agent. The Board hereby designates the Manager, its employees, agents, contractors and representatives to serve as agents of the School for purposes of compliance with 20 U.S.C. § 1232g (the Family Educational Rights and Privacy Act (“*FERPA*”) and ORC § 3319.321.

**ARTICLE II
MANAGER DUTIES AND RESPONSIBILITIES**

2.1 Services to be Provided to the School and the Board. The Manager shall provide the School and the Board with the following services; provided, that the School shall be solely responsible for all costs associated with the provision of all such services in addition to the management fee set forth in Section 4.4 of this Agreement.

- (a) Talent Acquisition – The Manager shall be responsible for identifying, recruiting, and interviewing individuals suitable for employment with the School and for hiring all staff and personnel necessary for the proper operation and administration of the School.
- (b) Human Resources Administration - The Manager shall be responsible for conducting background checks on newly hired School employees, processing and maintaining all personnel records for School employees, and implementing and enforcing workplace rules, policies and procedures (including disciplinary and termination procedures).
- (c) Facility Acquisition and Management - The Manager shall assist the Board in identifying facilities that are suitable for lease by the School. Additionally, the Manager shall be responsible for ensuring that the School facility is cleaned and in good working order.
- (d) Financial Management - The Manager shall retain a Fiscal Officer on behalf of the Governing Authority and the School as required under ORC § 3314.011. The Fiscal Officer shall be responsible for overseeing all aspects of the financial operation of the School (including budgeting, internal controls, fiscal policies, and audits) and shall be subject to approval by the Governing Authority.
- (e) Payroll and Benefits - The Manager shall be responsible for the administration of payroll and benefits for all School employees, including remittances of all necessary withholdings and required filings.
- (f) Grants Management - The Manager shall be responsible for managing all grants and other State and Federal Awards that the School may receive, including ensuring that all monies received under these programs are expended for their intended purpose and that all required reporting requirements under such programs are met.
- (g) Executive Leadership - The Manager shall provide the School with executive level guidance and leadership consistent with the terms of this Agreement, the School’s contract (the “*Sponsor Contract*”) with its sponsor (the “*Sponsor*”), and applicable state and federal rules and regulations.
- (h) Curriculum, Instructional Design, and Educational Philosophy - The Manager shall be solely responsible for implementing an educational program at the School consistent with the terms of this Agreement and the Manager’s

educational goals and philosophy (referred to as the “*Educational Model*” and attached hereto as Exhibit A and made a part hereof).

- (i) Marketing and Community Outreach - The Manager shall provide the School with appropriate marketing and community outreach support, including joint enrollment and recruitment activities as set forth in Section 2.6 of this Agreement.
- (j) Food Service Management - The Manager shall be responsible for all aspects of food service management, including ordering meals, distribution of meals, accounting of meals served for purposes of filing reimbursement claims, administering the completion of free/reduced lunch income forms, and following all applicable state and federal rules and regulations that apply to food service management. The Manager shall be in attendance and act on behalf of the Board and the School at all state level reviews or audits relating to food service management.
- (k) State Data Reporting - The Manager shall be responsible for the administration of all student data, including, but not limited to, input of student data into state systems such as SOES, EMIS, EMAD, FLPLUS. The Manager shall be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to State mandated reporting of student data.
- (l) Professional Development for all Staff - The Manager shall be solely responsible for ensuring that all School staff members receive the appropriate and required amount of professional development training necessary to enhance employee knowledge, experience, and HQT status for all teaching personnel.
- (m) Centralized Purchasing - The Manager shall have the overall responsibility for the purchasing of all goods and services necessary for the orderly operation of the School. The Manager may utilize the business managers employed by the School to assist in this process. The Manager shall have the overall responsibility and authority to negotiate the terms of the purchase, license or lease of all furniture, computers, software, equipment and all other personal property necessary for the operation of the School, and to consummate the purchase, license or lease of the equipment and personal property. The Manager shall be responsible from the time of the purchase, license or lease and at all times thereafter, for the management and maintenance of the equipment in proper working order.
- (n) Board Governance Services - The Manager shall assist the Governing Authority in preparation for upcoming Board meetings, including preparation and publication of public notice, securing a meeting location, sending out an agenda and materials in advance of the meeting, and in any other fashion agreed upon by the Parties. At no time shall such assistance be used as a means to usurp the authority of the Governing Authority. The Manager shall assist the Governing Authority by performing other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in the day-to-day operations or as required by this Agreement.

- (o) Transportation Management - The Manager shall be responsible for providing and contracting for transportation options for students attending the School.
- (p) Building Level Leadership Training and Supervision - The Manager, in accordance with its Educational Model (attached hereto as Exhibit A), will institute a rigorous training and supervision program for building level leaders.
- (q) Fundraising - The Manager shall recommend, apply for, and assist the Governing Authority in all fundraising efforts mutually agreed upon by the Parties.
- (r) Technology Administration - The Manager shall be responsible for securing and implementing the necessary technology for the smooth and orderly operation of the School and for ensuring that such technology remains in continuous working condition barring conditions beyond the Manager's control. The Manager shall also assist in the application for and administration of federal e-Rate funds to offset the costs of necessary technology investments.

2.2 Operating Authority.

2.2.1 The Manager shall have exclusive authority as to the administration, operation and performance of the School to the extent allowed under ORC Chapter 3314, including but not limited to, all fiscal, budgeting, accounting, procurement, and employment matters. The Manager shall be accountable only to the Governing Authority as to the administration, operation and performance of the School.

2.2.2 It is expressly understood and agreed that under no circumstances shall the Manager be required to: (i) expend its time and/or resources seeking additional funding for the School beyond those duties addressed in Section 2.1 of this Agreement; (ii) expend its own funds and/or resources to fulfill its duties and obligations under this Agreement; or (iii) pay or guarantee any debt or obligation of the School including, but not limited to, debts or obligations incurred by the School prior to the Effective Date of this Agreement.

2.2.3 The Manager agrees to operate the School in such a manner that implements the educational goals and programs of the Manager, as well as those that may be established under the Sponsor Contract (collectively referred to as the "*Educational Model*") and more fully described in Exhibit A); *provided, however*, the Manager shall not be required to take any action or engage in any conduct or refuse to take any action or engage in any conduct that the Manager determines would be in material violation of any applicable federal, state or local laws, ordinances or regulations or that would violate the human or civil rights of any student, parent, guardian, the Manager's employees, agents or contractors. Such action or inaction by the Manager pursuant to this Section 2.2.3 shall not constitute a breach of this Agreement. If the Manager determines that it is necessary to modify the Educational Model, it shall present its recommendations to the Governing Authority in writing and the Governing Authority shall give prompt and good faith consideration to the Manager's requested changes.

2.2.4 Specifically, the Manager shall have the authority to:

- (a) Establish and promulgate rules and regulations with respect to the conduct and discipline of students, teachers, administrators and parents, and such other matters

as the Manager deems necessary, prudent or appropriate with respect to the orderly administration of the School. The rules and regulations promulgated by the Manager relating to student discipline shall require student due process hearings in conformity with the requirements of federal and Ohio laws.

- (b) Operate the School based upon the school year and school day approved annually by the Governing Authority *provided, however*, that the Manager may make the following changes without approval from the Governing Authority: (1) changes to the school year and/or school day in order to respond to or accommodate emergencies and/or contingency days; and (2) changes involving fewer than five (5) consecutive school days.
- (c) Design and implement pupil performance evaluations and assessment strategies that permit evaluation of the educational progress of each of the School's students. The Governing Authority and the Manager will cooperate in good faith to identify measures of, and goals for, the School's students and the School's performance, including but not limited to parent satisfaction.
- (d) Provide special education students attending the School with such services as the Manager determines are necessary and proper under applicable federal, state and local laws, ordinances, and regulations.
- (e) Oversee the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Governing Authority.
- (f) Subject to Article VI herein, hire such teachers, non-teaching administrative and support staff and other personnel as the Manager, in its sole judgment, determines are necessary and/or appropriate for the operation of the School.
- (g) Identify a suitable facility (the "**School Facility**" or the "**Facility**") and arrange for a lease to be entered into by the Governing Authority for the operation of the School and its support functions, and ensure that such Facility is equipped with technology suitable, in the Manager's sole judgment, to service the Educational Model.
- (h) During the Term of this Agreement and for a period of five (5) years thereafter (unless a longer period is required by applicable Federal or Ohio law), maintain such financial, operations, personnel, student performance and discipline records respecting the operation of the School and the Facility (collectively referred to as the "**School Records**"). The Manager shall make all School Records available for inspection by the Governing Authority, upon request, during regular business hours at the Manager's principal office or such other location as may be required by Ohio law. The Parties agree that all School Records are and shall remain the exclusive property of the School. All School Records that are subject to production under ORC §149.43 (the "**Ohio Public Records Act**") shall be made available to the public upon submission of an appropriate request under the Ohio Public Records Act. Upon termination of this Agreement and the transfer of student records to the Governing Authority pursuant to Article VIII of this

Agreement, the Manager shall have no further responsibilities for the maintenance of such student records.

- (i) Make such reports and presentations respecting the operation, administration and/or performance of the School (i) as may required from time to time by the Ohio Department of Education (“**DOE**”) or applicable Ohio law, and (ii) at least quarterly to the Governing Authority or as requested by the Governing Authority during any period that the School fails to materially meet the goals of the Educational Model, taken as a whole.

2.2.5 The Board shall establish various committees (*e.g.*, academic, finance, governance, etc.) to facilitate communication between the Manager and the Governing Authority of which the Manager’s representatives may be members. Such committees are for informational purposes only and shall not have authority to prescribe, challenge, limit or otherwise interfere with the Manager’s authority to administer the School.

2.3 Manager Purchases with School Funds. All books, supplies, equipment and other materials (i) owned by the School prior to the Effective Date or (ii) purchased by the Manager with School revenues as defined in Section 4.1 below for use in the operation or administration of the School shall remain the sole and exclusive property of the School. All books, supplies, equipment and other materials purchased by the Manager with the Manager’s funds, including funds from the Management Fee set forth in Section 4.4 of this Agreement, shall remain the sole and exclusive property of the Manager. If the Manager sells any of the aforesaid items or otherwise converts same to cash, the proceeds of such sale, net of expenses, shall remain the sole and exclusive property of the School. The Manager shall, to the extent it deems advantageous to the School or required by federal, state or local laws, use competitive bidding in the purchase of books, supplies, equipment and other materials paid for with School funds.

2.4 Subcontracts. The Manager reserves the right to subcontract any and all aspects of the services it agrees to provide to the School, including, but not limited to, services related to student transportation, food service, special education, and employee payroll and benefits. Notwithstanding anything herein to the contrary, the Manager shall not subcontract substantially all of its duties or responsibilities under this Agreement.

2.5 Place of Performance. The Manager reserves the right to perform its obligations under this Agreement at any location it deems appropriate (unless otherwise prohibited by applicable state and/or federal laws), except pupil instruction shall be provided at the School Facility.

2.6 Student Recruitment. At all times, the Manager and the School shall be jointly responsible for all student recruitment efforts and for recruiting students in a manner that is compliant with the ORC and other applicable laws. Notwithstanding anything herein to the contrary, the Manager agrees to implement an organized student recruitment effort that will be designed to maximize student enrollment at the School.

**ARTICLE III
BOARD AND SCHOOL DUTIES AND RESPONSIBILITIES**

3.1 Good Faith Obligation. At all times, the Board and the School shall exercise in good faith their respective rights, duties and obligations under this Agreement, as well as the authority granted to them under Ohio law respecting the School and the Manager as operator of the School.

3.2 Dependency on Availability of Funds. At all times hereunder, the Board shall be responsible for securing adequate funding for the proper administration of the School and ensuring that the Manager has access to such funds as provided for in the “*Budget*,” which is defined herein below. The Board acknowledges that the Manager’s operation of the School is dependent upon the availability to the Manager of adequate funding, and failure to provide the Manager with adequate funding as set forth in the Budget shall relieve the Manager of its obligations under this Agreement.

3.3 Furnishing Information. The Board shall furnish the Manager with all information, documents, forms and reports required by the Manager for proper administration of the School and/or the Facility, or as may be required in preparation for any legal or administrative proceeding relating to the School and/or the Facility, or as may be required to comply with the Ohio Public Records Act, requests made by the DOE, or any other applicable federal, state or local laws.

**ARTICLE IV
FISCAL MATTERS**

4.1 Revenues. For purposes of this Agreement, the term “*Revenues*” shall mean all funds, of any kind and from any source, received by the Governing Authority or the Manager on behalf of the School, including but not limited to:

- (a) Funding for public school students enrolled in the School;
- (b) Funding provided by federal or state governments that is directly allocable to special education students enrolled in the School;
- (c) Funding provided by federal and state governments that is directly allocable to gifted and talented students enrolled in the School;
- (d) “At-Risk” or “Poverty-Based” funding provided by federal and state governments that is directly allocable to at-risk or disadvantaged students enrolled in the School;
- (e) Funding provided by federal and state governments to the School that is directly allocable to students enrolled in the School with limited English proficiency;
- (f) Federal and state grant sources, including title funding (e.g., Title I) that is directly allocable to the School;
- (g) All other grants, fundraisers and donations received in support of the School, such as proceeds from fundraisers conducted by independent parent organizations

at the School, except donations given for a specific purpose or School program;
and

- (h) Fees charged to students for extra services provided by the School, to the extent permitted by law.

All Revenues described above in Sections 4.1 (a), (b), (c), and (d) shall be collectively referred to as “*Full-Time Equivalency Money*” or “*FTE Money*.”

4.2 Revenues Managed by the Manager. All Revenues are and shall remain the sole and exclusive property of the School, except as otherwise provided for herein. The Board agrees that the Manager shall be the exclusive custodian of the Revenues during the Term, which such Revenues shall be administered by or under the auspices of the Fiscal Officer. The Revenues shall be kept in one or more accounts opened in the name of the School and maintained at financial institutions selected by the Manager with the consent of the Board, which such consent shall not be unreasonably withheld.

4.3 Budget Process.

4.3.1 Revenues and expenditures shall be based on an academic year that commences on July 1st of each year and ends on June 30th of the following year (an “*Academic Year*”). The Manager shall provide the Board with annual operating and capital budgets for each Academic Year (collectively referred to as the “*Budget*”), the first draft of which shall be submitted to the Board no later than April 15th preceding that Academic Year.

4.3.2 Each Budget shall contain such detail as reasonably requested by the Board and shall include all projected expenses and costs reasonably associated with operating the School including, but not limited to, the projected cost of all payroll and benefits to be paid for services and education programs, rental, maintenance and other costs and expenses to be incurred by the School under lease, capital expenditures, supplies and furnishings necessary to operate the School, all taxes of any kind that are assessed or imposed, insurance premiums, audits, legal and other professional fees, utilities and other costs and expenses required or advisable to operate the School.

4.3.3 The Board shall review the Budget and either approve or reject it no later than June 1st preceding that Academic Year. If the Board takes no action by June 1st, then the Budget shall be deemed to be approved as submitted. If the Board timely rejects the Budget, then the Manager and the Board shall work together to create a mutually agreeable Budget prior to June 15th. If the Budget has not been approved by the Board by June 15th, the Manager shall have the option of proceeding with the start of that Academic Year (in which case the Budget from the immediately preceding Academic Year shall be deemed to be the Budget until a new Budget is approved by the Board) or terminating this Agreement pursuant to Section 8.1(a) below.

4.3.4 The Budget may be amended from time to time by mutual agreement of the Manager and the Governing Authority.

4.3.5 The Manager may make expenditures of Revenues on behalf of the School as provided in the Budget without further consultation with the Governing Authority *provided, however*, that the total expenditures as originally budgeted and approved by the Governing Authority do not change. All proposed or anticipated expenditures of Revenues not otherwise provided for in the original Budget must be approved by the Governing Authority through a Budget amendment. At no time during a given fiscal year shall the Manager make expenditures of Revenues on behalf of the School that cause the Governing Authority to exceed its anticipated revenues for the same fiscal year unless previously agreed to by the Parties and reflected in an approved Budget.

4.4 Management Fee. In consideration for the services provided by the Manager hereunder, and more specifically as enumerated in Section 2.1, the Board agrees to pay the Manager a fee for each Academic Year in an amount equal to Eighteen Percent (18%) of the total Revenues received by the School (hereinafter referred to as the “**Management Fee**”). For purposes of calculating the Management Fee, Revenues shall be defined as stated in Section 4.1 above. Within five (5) business days of the receipt of a state settlement payment, the School shall remit to the Manager 18% of all Revenues received by the School since the remittance of the previous month’s Management Fee. On at least a quarterly basis, a reconciliation of the Management Fee will be prepared by the Fiscal Officer between the Management Fee earned and Management Fees paid. Any amounts determined to be due to or due from the Manager as a result of this reconciliation will be reflected in the subsequent Management Fee to be paid to the Manager. Any amounts outstanding at the end of the Fiscal Year will be reflected on the financial statements of the Governing Authority.

4.5 Other Schools. The Governing Authority acknowledges that the Manager may enter into similar management agreements with other schools or educational institutions. The Manager shall maintain separate books for expenses incurred by and on behalf of the School and other the Manager operated schools. If the Manager incurs authorized reimbursable expenses on behalf of the School and other Manager operated schools that are incapable of precise allocation, then the Manager shall allocate such expenses among all such schools, including the School, on a prorated basis based upon the number of students enrolled at each school, or upon such other equitable basis as is acceptable to all the Manager operated schools.

4.6 Financial and Other Reporting.

4.6.1 At each regular meeting of the Board of Directors, the Manager shall provide the Board with detailed financial statements of all School Revenues received and expenditures made, as well as comparisons of actual results to budget. Such statements shall present YTD financial information that is not older than one month.

4.6.2 Upon request and at all regularly scheduled Board meetings, the Manager shall provide the Board with reports on the School’s operations, finances, and student performance.

4.6.3 The Manager shall periodically provide the Board with all other relevant information that will enable to the Board to: (i) monitor the Manager’s performance and the efficiency of its operation of the School, (ii) comply with any and all reporting requirements under federal, state or local laws, and (iii) regularly furnish committee reports.

4.7 Access to Records. The Manager shall keep accurate financial records pertaining to its operation of the School, together with all other School Records prepared by or in the possession

of the Manager, and shall retain such records during the Term and for a period of five (5) years thereafter (unless a longer period is required by applicable federal or Ohio law). The Parties shall each maintain the confidentiality of all records pertaining to School personnel and students to the extent required and/or permitted by law, as well as all other records required by law to be held in confidence.

4.8 Audits. The Parties acknowledge that the School will be subject to an annual audit conducted by the Auditor of State for Ohio (the “*AOS*”), or if so permitted by the AOS, by a independent audit firm (“*IPA*”) approved to do audits on behalf of the AOS. The AOS or the IPA (collectively referred to as the “*Auditors*”) shall audit the books and records of the School and Governing Authority for each Academic Year (the “*Annual Audit*”). The Parties shall each cooperate with the Auditors and shall provide information and copies of all documents related to the financial transactions and activity of the School. Additionally, the Fiscal Officer provided by the Manager shall act as the liaison between the Auditors and the School and periodically report to the Governing Authority and the Manager as to the progress of the Annual Audit. The cost of the Annual Audit shall be borne solely by the Governing Authority.

4.9 Start-up Financing/Operating Losses. The Manager may, but shall not be required to, advance funds to the School to facilitate the start up of the School, including but not limited to funds for: the development of a curriculum and a technology system; school operations plans; recruiting, hiring, and pre-service training of School employees; and cleaning, fixing and equipping of the Facility (hereinafter referred to as the “*Manager Advance*”). The Manager Advance shall be an unsecured obligation of the School. Repayment of the School Advance shall be included in the Budget for the School’s first Academic Year and every Academic Year thereafter until repaid in full.

4.10 Unexpended Donations. Subject to applicable donor restrictions, the Manager and the Governing Authority shall work together to determine the best and most appropriate disposition of any funds that were donated, directly or indirectly, to the School that remain unexpended following completion of the project or purpose for which such funds were originally designated.

ARTICLE V INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership of Licenses to Educational Materials. For the purposes of this Agreement, “*Educational Materials*” shall mean all print and electronic versions of textbooks, training manuals, instructional materials, lesson plans, teacher guides, exercises, workbooks, tests and other curriculum-related materials that were created by the Manager or purchased with the Manager funds (not School funds) for use in the delivery of the Educational Model. The Manager shall own all intellectual property and/or copyright licenses related to Educational Materials. This Section 5.1 as well as Sections 5.2 and 5.3 below shall survive any expiration or termination of this Agreement.

5.2 Ownership of Derivatives and New Material. The Manager shall own all intellectual property rights including, all copyrights related to Educational Materials that are developed by or for the Manager using its employees, agents and/or contractors (“*Manager IP*”). It is expressly agreed that the Manager IP is not and shall not be considered works for hire. The Parties acknowledge that to the extent any the Manager IP is derivative of the School’s

intellectual property, the Manager's rights in the Manager IP extend only to the new, original aspects of such works and not to any underlying or pre-existing material.

5.3 Ownership and Licensing of the Educational Model. The Parties acknowledge and agree that the Manager's Educational Model is unique and creative and is covered by intellectual property rights owned or licensed by the Manager, and shall at all times remain the exclusive property of the Manager. The Manager agrees to grant the School a non-exclusive, non-transferable, non-sublicenseable right to utilize the Educational Model during the Term and in accordance with the terms of this Agreement. At such time as this Agreement is terminated or otherwise expires, the rights granted herein shall automatically terminate and the School shall immediately cease use of the Educational Model.

ARTICLE VI PERSONNEL & TRAINING

6.1 Personnel Responsibility. Unless otherwise agreed to herein, the Parties acknowledge that all staff and personnel hired by the Manager on behalf of the School shall be employees of the School, and not the Manager. The Parties will each be responsible for compensating their own respective employees, and at no time shall either Party be obligated to compensate the other Party's employees outside the specific terms of this Agreement. The Manager shall have the sole responsibility and authority to determine staffing levels, to select, hire, evaluate, assign, discipline, transfer and terminate personnel operating in connection with the School. All hiring and termination decisions of the Manager shall be reported to the Governing Authority promptly. On or after the Effective Date, the Parties hereby agree and acknowledge that the Manager may, at its sole and absolute discretion, assume the role of employer for any and all staff and personnel hired by the Manager on behalf of the School and may acquire such staff and personnel as the Manager's employees. Upon exercise of the rights herein by the Manager, such staff and personnel shall no longer be considered employees of the School. Upon the effective date of such a transition, all costs and liabilities associated with the employment of the staff shall be invoiced to the School on a semi-monthly basis (consistent with all scheduled paydays). Invoice shall represent a dollar-for-dollar reimbursement to the Manager for the costs incurred for employing the School staff during that pay period and shall be due to the Manager on the same day on which the employees are paid. For efficiency, School will authorize the Manager to make automatic withdrawals from its payroll account on each scheduled payday in an amount necessary to cover the amount of payroll for employees assigned to the School. All such employment costs and liabilities are separate and apart from the management fee due to the Manager as described in Section 4.4.

6.2 School Administrator. The Manager shall have sole authority to select, hire and supervise one or more competent chief administrator(s) ("*Chief Administrator*") and to hold him/her/them accountable for the success of the School. The Manager shall consult with the Governing Authority prior to hiring the Chief Administrator(s), and shall have authority to discipline, transfer or terminate the employment of any Chief Administrator that fails to meet the performance goals and standards of either the Manager or the Governing Authority. The duties of the Chief Administrator(s) and the terms of his/her/their employment, shall be determined by the Manager in consultation with the Governing Authority. Since the selection and performance of the Chief Administrator(s) is essential to the success of the School, the Governing Authority's

failure to adopt/ratify the Manager's recommendations with respect to the Chief Administrator(s) without good cause shown shall be deemed a breach of this Agreement.

6.3 Teachers. The Manager shall have sole discretion to determine the number of teachers reasonably necessary for the operation of the School, and to assign such teachers to the appropriate grade levels and subject matters for which they are qualified. The curriculum taught by teachers employed by the School shall be consistent with the Educational Model. Such teachers may, at the sole discretion of the Manager, work at the School on a full or part time basis. If assigned to the School on a part time basis, such teachers may also be employed to work at other schools managed or operated by the Manager. Each teacher employed by the School shall hold a valid teaching or other applicable license, certification, permit or approval issued by the State of Ohio and shall be subject to the requirements of a criminal records check conducted pursuant to ORC §§3319.39 and 3319.391.

6.4 Support Staff. The Manager shall have sole discretion to determine the number and the functions of support staff required for the operation of the School. The Manager shall provide the School with qualified staff to efficiently operate the School. The staff may, at the sole discretion of the Manager, work at the School on a full or part time basis. If assigned to the School on a part time basis, such support staff may also be employed to work at other schools managed or operated by the Manager. All staff employed by the School shall undergo criminal records checks similar to those required for teachers.

6.5 Training. The Manager shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as the Manager determines is reasonable and necessary.

6.6 Limitations on Discretion. All decisions made by the Manager with respect to staffing levels and its selection, evaluation, assignment, discipline, transfer and/or termination of staffing personnel shall be consistent with the Budget, the parameters set forth in the Educational Model, and all applicable federal, state and local laws.

6.7 State Retirement Systems. The Parties acknowledge that ORC Chapters 3307 and 3309 stipulate that independent contractors retained by the Manager for educational services at the School may meet the qualifications for membership in the School Teachers Retirement System ("**STRS**") or the School Employee Retirement System ("**SERS**") if the teaching or other duties performed by the independent contractor are the same as those performed by teachers or staff in public schools under typical school district employment contracts, including substitute positions. Therefore, the Manager shall make the appropriate payroll deductions from the pay of each School employee in accordance with ORC Chapters 3307 or 3309, if applicable. The Manager shall assist the Governing Authority with respect to fulfilling all reporting and compliance obligations under ORC Chapters 3307 or 3309.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1 Governing Authority Warranties and Representations. The Governing Authority represents and warrants to the Manager that as of the Effective Date: (i) the School is an Ohio public benefit corporation in good standing and the Governing Authority has the authority under law to execute, deliver, and to incur the obligations provided for under this Agreement and to perform its duties under same; (ii) the execution, delivery and performance of this Agreement does not, and will not, violate any provision of law applicable to the School or to the Governing Authority; and (iii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which the School or the Governing Authority is a party.

7.2 Manager Warranties and Representations. The Manager represents and warrants to the Governing Authority that, as of the Effective Date of this Agreement: (i) the Manager is [a **Delaware limited liability company**] in good standing and that the Manager has the authority under law to execute, deliver, and to incur the obligations provided for under this Agreement and to perform its duties under same; (ii) the execution, delivery and performance of this Agreement does not, and will not, violate any provision of law applicable to the Manager; and (iii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which the Manager is a party.

ARTICLE VIII TERMINATION AND EFFECTS OF TERMINATION

8.1 Termination. This Agreement may be terminated for the following reasons:

- (a) By the Manager, immediately, if: (i) for any reason there is a material impairment in the receipt of Revenues for any Academic Year to the effect that the Manager, in its sole discretion, determines that there would be insufficient funds available for the orderly operation of the School in a manner and at a level of service reasonably expected to meet the goals established in the Educational Model, to receive a passing annual report card for the School as required by the DOE, or to pay the Management Fee; (ii) the School is ordered by the DOE or any court or governmental authority to cease operations; (iii) the School is unable to pay its debts as they come due or has filed a petition seeking protection from its creditors under federal bankruptcy laws or any state counterpart thereto, or has been deemed insolvent under such laws; (iv) the Governing Authority fails to approve a Budget for the Academic Year as required pursuant to Section 4.3 above; or (v) the Governing Authority is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared Force Majeure Event.
- (b) By the Manager, after written notice, if the Governing Authority or the School is in material breach of any of its respective covenants, duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after the Manager has provided the Governing Authority with written notice of the material breach.

- (c) By the Governing Authority, immediately, if: (i) the School or the Manager is deemed to be insolvent under the federal bankruptcy code or is unable to pay their respective debts as they come due or have filed a petition seeking protection from its creditors under Federal bankruptcy law or any state counterpart thereto and the Manager has not filed a plan for reorganization under Chapter 11 of the United States Bankruptcy Code in the time allotted therein; or (ii) the Manager is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared Force Majeure Event.
- (d) By the Governing Authority, after written notice, if the Manager is in material breach of any of its respective duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after the Governing Authority has provided the Manager with written notice of the material breach.

8.2 Duties Upon Termination. This Section 8.2 shall survive any expiration or termination of this Agreement.

- (a) Upon termination of this Agreement for any reason whatsoever, the Governing Authority on behalf of the School shall immediately pay to the Manager and/or any of the Manager's affiliates all amounts due and owing to the Manager under the terms of this Agreement. Furthermore, the Governing Authority on behalf of the School shall return to the Manager any materials containing the Educational Model, the Manager's methods of instruction or operation and, subject to Section 8.2(b) below, all real and personal property owned by the Manager and paid for by the Manager with non-public funds. The Manager shall assist the School in the transition of management and operations, including, but not limited to: (i) the orderly transition and return of all student records, the School Facility, and all other School property, equipment and material owned by the School; (ii) sending notices to students as reasonably requested by the School; and (iii) at the School's option, delivering student records directly to the students.
- (b) Upon termination of this Agreement for any for any of the reasons set forth in Sections 8.1(c) or (d) or upon mutual consent of the Parties, the Governing Authority on behalf of the School shall have the right to exercise the option of: (i) having all personal property leases relating to the operation of the School assigned to and assumed by the School to the extent permitted by the terms of such leases; and (ii) purchasing all personal property owned by the Manager and used exclusively or primarily in connection with the operation of the School. The purchase price for any Manager-owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. For purpose of this Agreement, the "**remaining cost basis**" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: (i) computers and software - three (3) years; (ii) furniture, fixtures and textbooks - five (5) years; (iii) buildings or leasehold improvements - twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Manager. In the event that the Governing Authority chooses to exercise its option of purchasing all personal

property owned by the Manager and used exclusively or primarily in connection with the operation of the School, it must purchase *all* of said personal property, except any proprietary materials, and must also exercise its option to assume all personal property leases relating to the operation of the School.

- (c) To exercise its options under Section 8.2(b) above, the Governing Authority must provide the Manager with at least thirty (30) days written notice prior to the termination of this Agreement, unless the termination of this Agreement is immediate pursuant to Sections 8.1(a) or (c), at which time the Governing Authority shall be granted a total of fifteen (15) days to exercise its options under Section 8.2(b).

ARTICLE IX INSURANCE

9.1 Insurance Coverage. The Manager shall at all times maintain general liability insurance at levels deemed to be appropriate by a credible agent with knowledge of the Manager's operations, but in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Board on behalf of the School shall at all times maintain appropriate levels of insurance that meet or exceed those levels required by the Sponsor Contract. The Parties shall both list each other as additional insured on their respective policies. The Board shall also list the Sponsor as an additional insured on the School's policy. Upon request, each Party to this Agreement shall present evidence to the other Party that it maintains the requisite amount of insurance in compliance with the provisions of this paragraph. Each Party shall comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE X MISCELLANEOUS

10.1 Entire Agreement; Merger. This Agreement together with any exhibits and attachments hereto set forth the entire understanding between the Parties with respect to the operation of the School and supersedes and replaces any and all other agreements or understandings by and between the Parties hereto with respect to the creation and operation of the School.

10.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither Party shall be liable for any delay in the performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood or natural accident (each a "*Force Majeure Event*"); *provided that* either Party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

10.3 Arbitration.

- (a) In the event of any dispute between the Parties, the Parties shall settle said dispute through arbitration (unless otherwise required by any applicable insurance policy or contract). In the event arbitration is the applicable form of dispute resolution, each Party shall appoint one arbitrator and then the two previously selected arbitrators shall agree upon a third. The arbitration shall take place utilizing the

then-current rules of the American Arbitration Association (“AAA”) and shall take place in Ohio.

- (b) The Parties shall have the right of limited pre-hearing discovery, in accordance with the U.S. Federal Rules of Civil Procedure, as then in effect, for a period not to exceed 60 days.
- (c) As soon as the discovery is concluded, but in any event within 30 days thereafter, the arbitrators shall hold a hearing in accordance with the AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Any award by the arbitrators in connection with such decision may also provide the prevailing Party shall recover its reasonable attorneys’ fees and other costs incurred in the proceedings, in addition to any other relief which may be granted.
- (d) Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

10.4 Official Notices. All notices or other communications required or permitted under the Agreement shall be in writing and shall be given by personal delivery, confirmed facsimile, electronic mail (e-mail), or commercial courier addressed to the Party at its principal address as follows:

If to the Governing Authority

Address: 2357 Tremont Avenue, Cleveland, OH 44113
Attn: Board President
Fax: _____
E-mail: _____

If to the Manager

Address: 1650 Tysons Blvd., Suite 630, McLean, VA 22102
Attn: Maria Szalay
Fax: (703) 991 - 8930
E-mail: mszalay@pansophiclearning.com

All notices and other communications required or permitted under the Agreement that are addressed as provided in this section will: (i) if delivered personally, be deemed given upon delivery, (ii) if delivered by facsimile transmission, be deemed given when sent and confirmation of receipt is received, (iii) if delivered by commercial courier, be deemed given upon receipt; and (iv) if delivered by electronic mail (e-mail) transmission, be deemed given when sent.

10.5 Amendment. This Agreement shall not be altered, amended, modified or supplemented except in writing and signed by the Parties.

10.6 Waiver. No waiver or delay of any provision of this Agreement at any time shall be deemed or shall constitute a waiver of any other provision.

10.7 Cost and Expenses. If either Party commences an action against the other Party as a result of a breach or alleged breach of this Agreement, the prevailing Party shall be entitled to recover from the losing Party reasonable attorneys' fees and costs.

10.8 Severability. Should any term or provision of this Agreement be deemed unenforceable or invalid in any way, such term shall be stricken and the remainder of this Agreement shall continue in full force and effect.

10.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but taken together shall be deemed to be a single enforceable agreement. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.

10.10 Relationship of the Parties. The Parties acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

10.11 No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the Parties and their affiliates and not for the benefit of any third party, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

10.12 Independent Activity. The Parties understand that the Manager's business is to operate and manage community schools throughout the State. As such, the Parties agree that the Manager and its affiliates may operate other community schools in Ohio which may be considered competitive with the School.


10.13 Assignment; Binding Agreement. Neither Party shall assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date written below, to be effective as of the Effective Date.

Date: March 2, 2017

**Northeast Ohio College Preparatory School,
an Ohio public benefit corporation**

By: 
Name: Brian Nam
Title: Board President

Date: April 28, 2017

**Accel Schools Cleveland FB LLC, a
Delaware limited liability company**

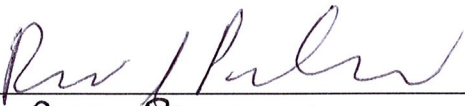
By: 
Name: Ron Packard
Title: CEO

EXHIBIT A

Educational Model

[See attached.]

Organizational Chart

