


## ATTACHMENT 1.5

- Corporate Documents
- Certificate of Incorporation
- Articles of Incorporation
- Statutory Agent
- Employer ID Number
- Code of Regulations
- Tax-Exempt Status Determination Letter (if any)
- Organizational Chart of School
- School Mission Statement

 **IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023

Date of this notice: 05-06-2013

Employer Identification Number:  
46-2705837

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

BERWYN EAST ACADEMY  
% JAMES H COWARDIN  
2812 PICKWICK DR  
COLUMBUS, OH 43221

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-2705837. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2014
Form 944	01/31/2014
Form 1120	09/15/2013

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at [www.irs.gov](http://www.irs.gov) for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is BERW. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number Best Time to Call  
( ) -

DATE OF THIS NOTICE: 05-06-2013  
EMPLOYER IDENTIFICATION NUMBER: 46-2705837  
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE  
CINCINNATI OH 45999-0023  
[Barcode]

BERWYN EAST ACADEMY  
% JAMES H COWARDIN  
2812 PICKWICK DR  
COLUMBUS, OH 43221

ORIGINAL APPOINTMENT OF STATUTORY AGENT

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

Amy J. Borman, Esq.  
Name

100 East Broad Street, Suite 2100  
Mailing Address

Columbus Ohio 43216  
City State Zip Code

Must be signed by the incorporators or a majority of the incorporators

Amy J. Borman, Esq.  
Signature

Signature

Signature

ACCEPTANCE OF APPOINTMENT

The Undersigned, Amy J. Borman, Esq., named herein as the  
Statutory Agent Name

Statutory agent for Berwyn East Academy  
Corporation Name

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature Amy J. Borman, Esq.  
Individual Agent's Signature / Signature on behalf of Corporate Agent

If the agent is an individual and using a P.O. Box, check this box to confirm the agent is an Ohio resident.

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 Articles and original appointment of agent must be signed by the incorporator(s).

Amy J. Borman, Esq.  
Signature

By

Amy J. Borman, Esq.  
Print Name

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

Signature

By

Print Name

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

Signature

By

Print Name



Form 532B 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 670  
Columbus, OH 43216

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

**Initial Articles of Incorporation**  
**(Nonprofit, Domestic Corporation)**  
**Filing Fee: \$125**  
**(114-ARN)**

**First:** Name of Corporation

**Second:** Location of Principal office in Ohio

City State

County

**Effective Date (Optional)**  (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing)

**Third:** Purpose for which corporation is formed

**\*\*Note for Nonprofit Corporations:** The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

**\*\*Note:** ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form.

2013 MAR -5 PM 2:00

**ARTICLES OF INCORPORATION  
OF  
BERWYN EAST ACADEMY**

**(Additional Provisions)**

**THIRD:** The Corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law (the "Code"). Specifically, the Corporation is organized to operate as a public community school in the State of Ohio. The Corporation shall be permitted to engage in any lawful activity that may be conducted by an Ohio nonprofit public benefit corporation that is exempt from federal tax by reason of being an entity organized for charitable and educational purposes, as described in Code Section 501(c)(3), or the corresponding provision of any future United States Internal Revenue law. This Corporation shall not engage in activities which are not in furtherance of the charitable and educational purposes set forth in this Article THIRD.

**FOURTH:** The following restrictions shall apply to the corporation:

- (a) No part of the assets of or the net earnings of the corporation shall inure to the benefit of any member, trustee, or officer of the corporation or any private individual or entity (except that reasonable compensation may be paid for services rendered to or for the corporation effecting one or more of its purposes). In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, no member, trustee, or officer of the Corporation, or any private individual or entity, shall be entitled to receive any distribution from the remaining assets of the Corporation or the proceeds thereof.
- b. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, nor shall the corporation participate or intervene in (including the publication and distribution of statements) any political campaign on behalf of any candidate for public office.
- c. Notwithstanding any other provisions in these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal tax under Code Section 501(c)(3) or by an organization, contributions to which are deductible under Code Section 170(b)(1)(A), or corresponding provisions of any future United States Internal Revenue law.

**FIFTH:** In the event of the dissolution of the Corporation, the Corporation shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all of the assets of the corporation exclusively for the purposes set forth in Article THIRD of the Articles of Incorporation.





DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/11/2013	201307000036	DOMESTIC ARTICLES/NON-PROFIT (ARN)	125.00	.00		.00	.00

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

EASTMAN & SMITH LTD.  
AMY J. BORMAN  
100 E. BROAD ST, STE 2100  
COLUMBUS, OH 43215

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted**  
2180081

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**BERWYN EAST ACADEMY**

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

Document(s)

**DOMESTIC ARTICLES/NON-PROFIT**

Document No(s):

**201307000036**

Effective Date: 03/05/2013

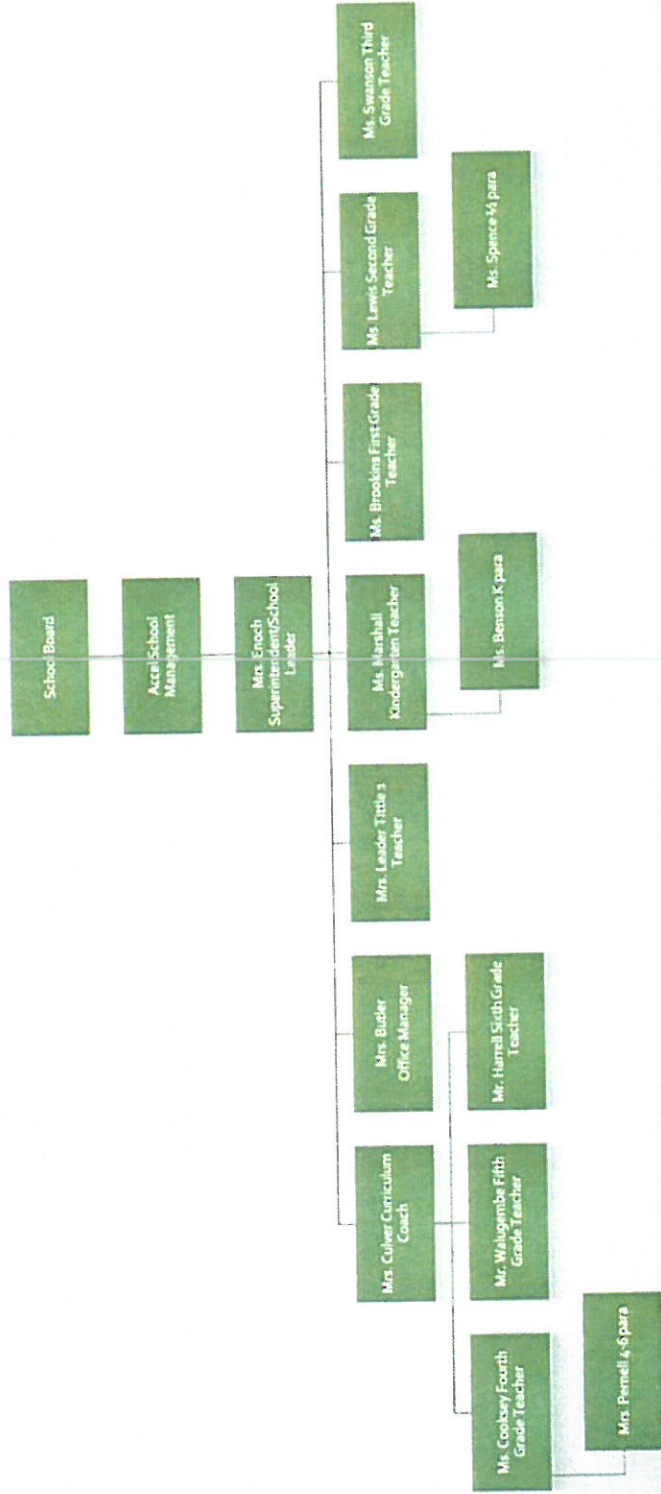


United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 11th day of March, A.D.  
2013.

Ohio Secretary of State

# Berwyn East Academy



**Mission Statement**

Our mission is to teach all children successfully through hard work and to develop excellent academic skills so that all students can advance beyond their expected grade levels.

**“To provide a quality education within a safe environment that fosters nurturing, lifelong learning, motivation, and academic success for every student.”**

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**Code of Regulations**

The Code of Regulations is the document setting out the corporate governance of the Board in accordance with Chapter 1702 of the Ohio Revised Code, as changed from time to time by the Board pursuant thereto.

See **Appendix 121-A** Code of Regulations.

**CODE OF REGULATIONS  
OF  
BERWYN EAST ACADEMY**

**ARTICLE I  
PURPOSE**

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

**ARTICLE II  
MEMBERS**

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

**ARTICLE III  
DIRECTORS**

Section 1. Number. The number of Directors of the Corporation shall be at least three (3) and no more than seven (7), or such greater number as may be subsequently determined by the Directors; provided however, in no case shall the number of Directors be less than five (5) once the Corporation has entered into a community school contract with a sponsor unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. Term. Each Director will serve a three-year term, which expires on June 30<sup>th</sup> of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death.

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

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

Section 5. Meetings. The annual meeting of the Directors shall be held in June of each year on such date, at such time, and at such place as a majority of the Directors may determine. In the event the Board of Directors is unable to hold its annual meeting in June, it shall hold such annual meeting on a date and at a time and place determined by a majority of the Directors. Special meetings may be called at any time by the President or by any one (1) of the Directors. Provided however, once the Corporation becomes a public school, meetings relating in any way to the business or operation of the public school must be open to the public and publicized or advertised as required by law.

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

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

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

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

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

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

Section 12. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective on the date of its receipt by the Board of Directors, and the receipt of the resignation shall require no further action to be effective. Vacancies in the Board of Directors shall be filled in accordance with Section 4 of this Article II.

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

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

#### ARTICLE IV OFFICERS

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



year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal.

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

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

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

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

Section 6. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, and shall keep a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors or the President. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Secretary's responsibilities or parts thereof, may be contracted for by the Directors.

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

## ARTICLE V INDEMNIFICATION

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

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

ARTICLE VI  
CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

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

ARTICLE VII  
BOOK AND RECORDS

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

ARTICLE VIII  
AMENDMENTS

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

## ATTACHMENT 2.1

- Governing Authority Member Names, Physical Addresses, Email Addresses, and Telephone Numbers
  - Criminal Background Checks
  - Description of Selection and Removal of Governing Authority Members
  - Governing Authority Meeting Schedule and Location of Meetings
-

**CODE OF REGULATIONS  
OF  
BERWYN EAST ACADEMY**

**ARTICLE I  
PURPOSE**

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

**ARTICLE II  
MEMBERS**

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

**ARTICLE III  
DIRECTORS**

Section 1. Number. The number of Directors of the Corporation shall be at least three (3) and no more than seven (7), or such greater number as may be subsequently determined by the Directors; provided however, in no case shall the number of Directors be less than five (5) once the Corporation has entered into a community school contract with a sponsor unless Ohio law is amended to allow the governing authority of an Ohio community school to be composed of less than five (5) Directors.

Section 2. Term. Each Director will serve a three-year term, which expires on June 30<sup>th</sup> of the third year following the year of their election, and which may be renewed as many times as such Director is elected. Each Director shall hold office until that Director's term expires, or until his or her successor is elected, or until his or her earlier resignation, removal from office, or death.

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Section 5. Meetings. The annual meeting of the Directors shall be held in June of each year on such date, at such time, and at such place as a majority of the Directors may determine. In the event the Board of Directors is unable to hold its annual meeting in June, it shall hold such annual meeting on a date and at a time and place determined by a majority of the Directors. Special meetings may be called at any time by the President or by any one (1) of the Directors. Provided however, once the Corporation becomes a public school, meetings relating in any way to the business or operation of the public school must be open to the public and publicized or advertised as required by law.

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

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

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

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

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

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

Section 12. Resignations and Vacancies. Any Director may resign by tendering a written resignation to the Board of Directors. The resignation shall be effective on the date of its receipt by the Board of Directors, and the receipt of the resignation shall require no further action to be effective. Vacancies in the Board of Directors shall be filled in accordance with Section 4 of this Article II.

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

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

#### ARTICLE IV OFFICERS

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

year, or until their successors are elected and qualified, except in the event of their earlier death, resignation or removal.

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

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

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

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

Section 6. Secretary. The Secretary shall be responsible for providing notice of meetings to the Board of Directors where notice is required, and to the public for the matters concerning the public school, and shall keep a record of the proceedings of the Board of Directors, and shall perform other duties as may be required by the Board of Directors or the President. However, in all of the above responsibilities, subject to approval by a majority of the Directors, the Secretary's responsibilities or parts thereof, may be contracted for by the Directors.

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

## ARTICLE V INDEMNIFICATION

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

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

ARTICLE VI  
CONTRACTS BETWEEN CORPORATION AND RELATED PERSONS

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

ARTICLE VII  
BOOK AND RECORDS

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

ARTICLE VIII  
AMENDMENTS

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



PUBLIC NOTICE OF  
BOARD OF DIRECTOR'S MEETING

BERWYN EAST ACADEMY  
1850 BOSTWICK RD.  
COLUMBUS, OH 43227

DATE: WEDNESDAY JULY 19, 2017

TIME: 6:00 P.M.

LOCATION: DICKINSON WRIGHT, PLLC  
150 E. Gay Street, Suite 2400  
Columbus OH 43215

PURPOSE: A regular meeting with a  
general agenda

**PUBLIC NOTICE OF  
SPECIAL BOARD MEETING**

**The Board of Directors of Berwyn East Academy will hold a Special Board Meeting at 150 E. Gay St., Suite 2400, Columbus, Ohio, 43215, Suite 2400 at 6:00 p.m. on Tuesday, July 25, 2017.**

**The purpose of moving the school calendar back, discussing staffing issues and the marketing plan.**

PUBLIC NOTICE OF  
BOARD OF DIRECTOR'S MEETING

BERWYN EAST ACADEMY  
1850 BOSTWICK RD.  
COLUMBUS, OH 43227

DATE: WEDNESDAY AUGUST 16, 2017

TIME: 6:00 P.M.

LOCATION: DICKINSON WRIGHT, PLLC  
150 E. Gay Street, Suite 2400  
Columbus OH 43215

PURPOSE: A regular meeting with a  
general agenda

**PUBLIC NOTICE OF  
SPECIAL BOARD MEETING**

**The Board of Directors of Berwyn East Academy will hold a Special Board Meeting at 150 E. Gay St., Suite 2400, Columbus, Ohio, 43215, Suite 2400 at 6:00 p.m. on Wednesday, August 23, 2017.**

**The purpose of discussing subleasing space in Berwyn East Academy.**

PUBLIC NOTICE OF  
BOARD OF DIRECTOR'S MEETING

BERWYN EAST ACADEMY  
1850 BOSTWICK RD.  
COLUMBUS, OH 43227

DATE: WEDNESDAY September 20,  
2017

TIME: 6:00 P.M.

LOCATION: DICKINSON WRIGHT, PLLC  
150 E. Gay Street, Suite 2400  
Columbus OH 43215

PURPOSE: A regular meeting with a  
general agenda

PUBLIC NOTICE OF  
BOARD OF DIRECTOR'S MEETING

BERWYN EAST ACADEMY  
1850 BOSTWICK RD.  
COLUMBUS, OH 43227

DATE: WEDNESDAY NOVEMBER 15,  
2017

TIME: 6:00 P.M.

LOCATION: DICKINSON WRIGHT, PLLC  
150 E. Gay Street, Suite 2400  
Columbus OH 43215

PURPOSE: A regular meeting with a  
general agenda

PUBLIC NOTICE OF  
BOARD OF DIRECTOR'S MEETING

BERWYN EAST ACADEMY  
1850 BOSTWICK RD.  
COLUMBUS, OH 43227

DATE: WEDNESDAY JANUARY 17, 2018

TIME: 6:00 P.M.

LOCATION: DICKINSON WRIGHT, PLLC  
150 E. Gay Street, Suite 2400  
Columbus OH 43215

PURPOSE: A regular meeting with a  
general agenda

PUBLIC NOTICE OF  
BOARD OF DIRECTOR'S MEETING

BERWYN EAST ACADEMY  
1850 BOSTWICK RD.  
COLUMBUS, OH 43227

DATE: WEDNESDAY FEBRUARY 21,  
2018

TIME: 6:00 P.M.

LOCATION: DICKINSON WRIGHT, PLLC  
150 E. Gay Street, Suite 2400  
Columbus OH 43215

PURPOSE: A regular meeting with a  
general agenda



PUBLIC NOTICE OF  
BOARD OF DIRECTOR'S MEETING

BERWYN EAST ACADEMY  
1850 BOSTWICK RD.  
COLUMBUS, OH 43227

DATE: Tuesday March 20, 2018

TIME: 6:00 P.M.

LOCATION: 2740 Eastland Mall B  
Columbus OH 43232

(Please enter in the back by the loading ramp).

PURPOSE: A regular meeting with a  
general agenda

PUBLIC NOTICE OF  
BOARD OF DIRECTOR'S MEETING

BERWYN EAST ACADEMY  
1850 BOSTWICK RD.  
COLUMBUS, OH 43227

DATE: Wednesday April 25, 2018

TIME: 6:00 P.M.

LOCATION: 2740 Eastland Mall B  
Columbus OH 43232  
(Please enter in the back by the loading ramp).

PURPOSE: A regular meeting with a  
general agenda

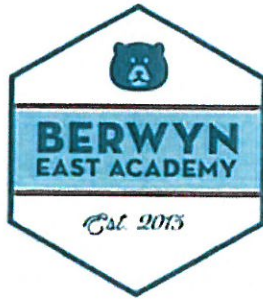


## BERWYN EAST ACADEMY

1850 Bostwick Road  
Columbus, Ohio 43227  
Phone: 614-564-9548  
Fax: 614-564-9603  
<http://berwyneastacademy.org/>  
[info@berwyneastacademy.org](mailto:info@berwyneastacademy.org)

### Board Meeting

Wednesday July 19, 2017 150 E. Gay Street 6:00 P.M.  
Tuesday July 25, 2017 150 E. Gay Street 6:00 P.M.  
Wednesday August 16, 2017 150 E. Gay Street 6:00 P.M.  
Wednesday August 23, 2017 150 E. Gay Street 6:00 P.M.  
Wednesday September 20, 2017 150 E. Gay Street 6:00 P.M.  
Wednesday October 18, 2017 150 E. Gay Street 6:00 P.M.  
Wednesday November 15, 2017 150 E. Gay Street 6:00 P.M.  
Wednesday January 17, 2018 150 E. Gay Street 6:00 P.M.  
Wednesday February 21, 2018 150 E. Gay Street 6:00 P.M.  
Tuesday March 20, 2018 150 E. Gay Street 6:00 P.M.  
Wednesday April 25, 2018 150 E. Gay Street 6:00 P.M.



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## MINUTES — ACADEMY BOARD OF DIRECTORS

Regular Meeting, 21 June, 2017, 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.

MEMBER ATTENDANCE			
Philip Dunn Von Blond	President	Present	Elected May 2015 expires June 2018
Linda Watson	Vice President	Present	Elected July 2014 expires June 2017
William Zornes	Secretary	Present	Elected June 2016 expires June 2019
Susan Lear	Director	Absent	Elected June 2016 expires June 2019
Karriejoi Coit	Director	Absent	Elected June 2016 expires June 2019
NON-DIRECTORS			
Shannan Jones Enoch	Academy Superintendent	Present	
Todd Johnson	Treasurer	Present	
Dr. Jim Cowardin	Founder, Advisor	Absent	
Krista Gerhart	NCOESC Representative	Absent	
Amy Borman, Esq.	Board Attorney	Absent	
Adam Schira	Board Attorney	Absent	
Bruce Henson	ACCEL Schools Representative	Present	
Mike Flora	ACCEL Schools Representative	Present	Visitor
Natalie Rivs	ACCEL Schools Representative	Present	Visitor
Kim Cohager	ACCEL Schools Representative	Present	Visitor

TOPIC	SUMMARY	ACTION (what-who-when)
<b>CALL TO ORDER and REVIEW AGENDA</b>	A quorum being present, the meeting was called to order at 6:00 PM. Board reviewed and accepted agenda as presented.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Review and Approval of Minutes	MOTION made, seconded (Zornes, Watson) to approve, adopt and ratify the minutes of meeting of 21 June 2017 submitted 16 August 2017. Passed unanimously.	
<b>OLD BUSINESS ACTION ITEMS</b>		
Employee Personal Leave	Handbook found, hours have been tabulated, but the issue is determining the authorization for accrual of hours and legal obligation. Legal	

	counsel will advise. The issue will be table to the next meeting.	
<b>ACCEL SCHOOLS MANAGEMENT REPORT</b>	Written report submitted.	Mrs. Enoch to put written report on Website as a Minutes attachment
<b>PART A: PRINCIPAL/SUPERINTENDENT'S REPORT</b>	Selected Items of Importance: <ul style="list-style-type: none"> <li>Employee pay is disbursed by ACCEL, but reimbursed by Berwyn</li> <li>Interviewing for replacement teaching staff, one possibly more depending of fall enrollment number, is progressing.</li> </ul>	Mrs. Enoch to put written report on Website as a Minutes attachment
Motion on Accepting School Calendar.	MOTION made, seconded (Coit, Lear) to approve the school calendar as submitted. Passed unanimously.	
<b>PART B: ACCEL SCHOOLS MANAGER'S REPORT</b>	<ul style="list-style-type: none"> <li>Marketing – A very good marketing plan in place with the school to enroll 200-250 students for the school year 2017-18. The team has a couple of major events coming up at the school. The new Preschool has been identified and started help with enrollment. The Preschool will receive a \$25 reward for each student enrolled.</li> <li>Website is ready to launch Henson should be able to show the Board the box site at the meeting.</li> <li>Enrollment report – Current enrollment figures presented.</li> <li>Staff – All offer letter has been issued to the staff for the 2017-18 school year.</li> <li>School Budget – Johnson has talked to Flora from ACCEL (visitor) about the budget for next year and are working on putting some key metrics in place for the school.</li> <li>School Information – Painting for the outside of the building will start around the third week of June and the inside at the end of June. New security system will get installed the third week in June. The building will need about \$300-\$500,000 in order to bring the building up to code and fix all the issues with the building. ACCEL will be working on fixing the most concerning issues for the new school year.</li> <li>The 6th grade funding was approved last month and Berwyn should see the state payment this month for those students. Henson thanked Gerhart for all the hard work on getting this approve for the school.</li> <li>School Signage – Working on a new sign for the front entrance.</li> </ul>	Mrs. Enoch to put written report on Website as a Minutes attachment
Motion on Approving Retention Bonuses	MOTION made, seconded (Zornes, Watson) to approve retention bonuses to gross \$750 for teaching staff and gross \$450 for para professional staff. Passed unanimously.	
Motion on Approving Immediate Facility Repairs	MOTION made, seconded (Watson, Zornes) to authorize expenditure of up to \$15,000 for immediate facilities repairs. Passed	

	Unanimously.	
Motion on Accepting ACCEL Schools Management Report	MOTION to accept by acclamation.	
Signing of Special Education Contract	President signed special education contract witnessed by Watson and Zornes.	
<b>TREASURER'S REPORT</b>	Written report provided in this meeting's Agenda.	Mrs. Enoch to put written reports on Website as a Minutes attachment.
<b>Items of Importance</b>	• See written report.	
Motion to Approve the Budget	MOTION made, seconded (Zornes, Watson) to approve the FY 2018 Budget as submitted. Passed Unanimously.	
Motion to Approve the Treasurer's Report	MOTION made, seconded (Zornes, Watson) to approve the Treasurer's Report as submitted. Passed Unanimously.	
<b>SPONSOR'S REPORT</b>	No report.	
<b>NEW BUSINESS ACTION ITEMS</b>		
<b>Building Lease</b>	Extend building lease for one year with option for additional three years with discussion	
Motion to Approve Building Lease Extension	Motion made, seconded (Watson, Zornes) to extend the building lease for one year extension with three options years subject to the review and approval of legal counsel. Passed Unanimously.	
<b>Policy Updates</b>	Tabled to next meeting.	
<b>Achievement Education Services</b>	Discussion of payment for services rendered.	
Motion to Approve Payment to Achievement Education Services	Motion made, seconded (Watson, Zornes) to pay \$2,000 to Achievement Education Services for service render from December 2016 through June 2017. Passed Unanimously.	
<b>CONTINUING BUSINESS</b>	None.	
<b>SPECIAL RECOGNITION</b>	The President and the Board expressed sincere appreciation and heartfelt thanks to Linda Watson, Vice President, for her three years of exemplary service to and on behalf of Berwyn East Academy on the occasion of the end of her three year term and her last board meeting.	
<b>Next Meeting</b>	Regular meeting as scheduled for Wednesday, 19 July 2017 at 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.	
<b>Evaluation &amp; Adjournment</b>	Group discussion on how meeting went on scale of 1-10, and how to improve was not discussed. MOTION made, seconded (Watson, Zornes) to adjourn. Passed unanimously. Adjourned at 7:25 PM.	
<b>Future Areas</b>	None discussed.	<i>(Think about these as agenda items in the future)</i>

**CERTIFICATION:**

Proposed minutes prepared from notes prepared and submitted by William A Zornes, Secretary, Board Member, 16 August 2017.

Not official until approved at a subsequent board meeting.

Distribution: Members, Minutes Book, Internet Website



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## MINUTES — ACADEMY BOARD OF DIRECTORS

Special Meeting, 25 July, 2017, 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.

MEMBER ATTENDANCE			
Philip Dunn Von Blond	President	Present	<i>Elected May 2015 expires June 2018</i>
Linda Watson	Vice President	Absent	<i>Elected July 2014 expires June 2017</i>
William Zornes	Secretary	Absent	<i>Elected June 2016 expires June 2019</i>
Susan Lear	Director	Present	<i>Elected June 2016 expires June 2019</i>
Karriejoi Colt	Director	Present	<i>Elected June 2016 expires June 2019</i>
NON-DIRECTORS			
Shannan Jones Enoch	Academy Superintendent	Present	
Todd Johnson	Treasurer	Absent	
Dr. Jim Cowardin	Founder, Advisor	Absent	
Krista Gerhart	NCOESC Representative	Absent	
Amy Borman, Esq.	Board Attorney	Absent	
Adam Schira	Board Attorney	Absent	
Bruce Henson	ACCEL Schools Representative	Absent	
Derrick Shelton	ACCEL Schools Representative	Present	

TOPIC	SUMMARY	ACTION <small>(what-who-when)</small>
CALL TO ORDER and REVIEW AGENDA	A quorum being present, the special meeting was called to order at 6:00 PM.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Regular meeting of Board cancelled.	The Regular meeting of the Board was cancelled because Board members attending would not constitute a quorum.	
OLD BUSINESS ACTION ITEMS	Susan Watson was offered and accepted the offer to continue on the Board until a replacement Board member can be approved by the Board.	
ACCEL SCHOOLS MANAGEMENT REPORT	None.	
TREASURER'S REPORT	None.	
SPONSOR'S REPORT	None.	
NEW BUSINESS		

<b>ACTION ITEMS</b>		
<b>Change of School Calendar</b>	Enoch and Shelton, respectively, presented a summary of activities and continued maintenance work at the school and a need to continue the marketing plan to attract additional students necessitated a change in the school calendar recommending a move of the start of the school year to 23 August 2017 through 07 June 2018.	
<b>Motion to Approve the Change in the School Calendar</b>	Motion made, seconded (Coit, Lear) to change to the school calendar to 23 August 2017 through 07 June 2018. Passed Unanimously.	
<b>School Staffing for School Year</b>	Resumes continue to arrive and hiring process is proceeding.	
<b>ACCEL School Marketing Plan</b>	Continuation of the discussion above. Coit recommended community-based non-profits of which she is aware support marketing event including a Community Day. Discussion to continue at future Board meetings.	
<b>CONTINUING BUSINESS</b>		
<b>Next Meeting</b>	None.	
<b>Next Meeting</b>	Regular meeting as scheduled for Wednesday, 16 August 2017 at 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.	
<b>Evaluation &amp; Adjournment</b>	Group discussion on how meeting went on scale of 1-10, and how to improve was not discussed. MOTION made, seconded (Watson, Zornes) to adjourn. Passed unanimously. Adjourned at 6:55 PM.	
<b>Future Areas</b>	None discussed.	<i>(Think about these as agenda items in the future)</i>

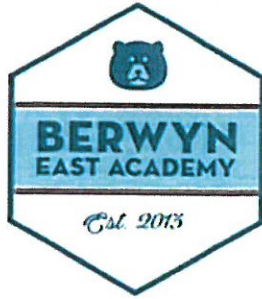
**CERTIFICATION:**

Proposed minutes prepared from notes by Philip Dunn Von Blond, President, Board Member, and subsequently prepared and submitted by William A Zornes, Secretary, Board Member, 16 August 2017.

Not official until approved at a subsequent board meeting.

Distribution: Members, Minutes Book, Internet Website





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## MINUTES — ACADEMY BOARD OF DIRECTORS

Regular Meeting, 16 August, 2017, 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.

MEMBER ATTENDANCE			
Philip Dunn Von Blond	President	Present	<i>Elected May 2015 expires June 2018</i>
Linda Watson	Vice President	Absent	<i>Elected July 2014 expires June 2017</i>
William Zornes	Secretary	Present	<i>Elected June 2016 expires June 2019</i>
Susan Lear	Director	Present	<i>Elected June 2016 expires June 2019</i>
Karriejoi Coit	Director	Present	<i>Elected June 2016 expires June 2019</i>
NON-DIRECTORS			
Shannan Jones Enoch	Academy Superintendent	Present	
Todd Johnson	Treasurer	Present	
Dr. Jim Cowardin	Founder, Advisor	Absent	
Krista Gerhart	NCOESC Representative	Absent	
Amy Borman, Esq.	Board Attorney	Absent	
Adam Schira	Board Attorney	Present	
Bruce Henson	ACCEL Schools Representative	Present	
Demick Shelton	ACCEL Schools Representative	Present	

TOPIC	SUMMARY	ACTION <small>(what-who-when)</small>
<b>CALL TO ORDER and REVIEW AGENDA</b>	A quorum being present, the special meeting was called to order at 6:04 PM.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Regular meeting of Board cancelled.	The Regular July meeting of the Board was cancelled because Board members attending would not constitute a quorum.	
Review and Approval of Minutes	MOTION made, seconded (Zornes, Lear) to approve, adopt and ratify the minutes of meeting of 21 June 2017 and 25 July 2016, submitted 16 August 2017. Passed unanimously.	
<b>OLD BUSINESS ACTION ITEMS</b>		
Governing Resolution	Governing Resolution regarding contract with Todd Johnson	

Motion to Approve Governing Resolution for Contract with Todd Johnson	MOTION made, seconded (Zornes, Lear) to approve authorizing ACCEL Schools to pay School Treasurer Todd Johnson through its payroll system consistent with the terms of his Treasurer Agreement and approving reimbursement by the School to ACCELL Schools equal to the amount of such payments to the Treasurer. Passed unanimously	
<b>Building Lease</b>	Discussion regarding the status and state of the current but expiring lease and terms and conditions of that building lease, Board approved earlier a motion to enter into a new lease with the owner of the school buildings and grounds to include terms and conditions, and options available to the Board to include purchasing another building. Additional input from ACCEL on its appraisal of the property and building and the evaluation of options available to ACCEL. ACCEL Schools has a presentations of the completed repairs. The lease has been tabled for the next 30 days.	
<b>EXECUTIVE SESSION</b>		
Motion to go to Executive Session.	Motion made, seconded (Zornes, Lear) for the Board to go into Executive Session. Roll call vote: Coit: Yea; Lear: Yea Von Blond: Yea; Zornes: Yea. Motion approved at 6:38 PM.	
Motion to return to Open Session.	Motion made, seconded (Zornes, Lear) for the Board to return to Open Session. Passed unanimously and the Board returned to Open Session at 7:15 PM.	
<b>ACCEL SCHOOLS MANAGEMENT REPORT</b>		
<b>PART 1: PRINCIPAL/SUPERINTENDENT'S REPORT</b>	Augmented by Derrick Shelton. <ul style="list-style-type: none"> <li>Review of current marketing and student recruitment efforts with leads to yet to contact.</li> <li>Option for Telemundo, Spanish language broadcast, for Spanish language advertisements.</li> <li>One professional staff position remains to be filled.</li> <li>PTO regarding carryover of PTO from Berwyn East Academy paid staff to those who became ACCEL Schools staff.</li> <li>Language Line and/or MARTI, interactive real-time foreign language translation services available over the Internet. Henson will work an arrangement for support from another ACCEL school.</li> </ul>	Mrs. Enoch to put written report on Website as a Minutes attachment
Motion to Approve Telemundo Advertisement Package	MOTION made, seconded (Coit, Lear) to approve \$2500 for the Telemundo advertisement package. Passed unanimously	
<b>PART 2: ACCEL SCHOOLS MANAGER'S REPORT</b>	Combined with Part 1: <b>PRINCIPAL/SUPERINTENDENT'S REPORT</b>	Mrs. Enoch to put written report on Website as a Minutes attachment
<b>EXECUTIVE SESSION</b>		

Motion to go to Executive Session.	Motion made, seconded (Coit, Lear) for the Board to go into Executive Session. Roll call vote: Coit: Yea; Lear: Yea Von Blond: Yea; Zornes: Yea. Motion approved at 7:41 PM.	
Motion to return to Open Session.	Motion made, seconded (Coit, Zornes) for the Board to return to Open Session. Passed unanimously and the Board returned to Open Session at 8:05 PM.	
<b>TREASURER'S REPORT</b>	Status of reimbursement from the ODE for last school year's 6th grade students which remains unpaid to date.	Mrs. Enoch to put written reports on Website as a Minutes attachment.
Motion on Accepting Treasurer's Report	MOTION made, seconded (Coit, Lear) to accept Treasurer's report as submitted. Passed unanimously.	
<b>SPONSOR'S REPORT</b>	None.	
<b>NEW BUSINESS ACTION ITEMS</b>		
<b>Policy Updates</b>	Policy updates sent by Derrick Shelton on 27 July 2017. Tabled to next meeting.	
<b>Board Member Search</b>	Search for new Board member. Tabled to next meeting.	
<b>Website Access issues</b>	School website gmail access problems. Shelton prepared a help ticket to restore website access.	
<b>CONTINUING BUSINESS</b>	None.	
<b>Next Meeting</b>	Regular meeting as scheduled for Wednesday, 20 September 2017 at 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.	
<b>Evaluation &amp; Adjournment</b>	Group discussion on how meeting went on scale of 1-10, and how to improve was not discussed. MOTION made, seconded (Watson, Zornes) to adjourn. Passed unanimously. Adjourned at 8:17 PM.	
<b>Future Areas</b>	None discussed.	<i>(Think about these as agenda items in the future)</i>

**CERTIFICATION:**

Proposed minutes prepared and submitted by William A Zornes, Secretary, Board Member, 20 September 2017.

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## MINUTES — ACADEMY BOARD OF DIRECTORS

Special Meeting, 29 August, 2017, 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.

MEMBER ATTENDANCE			
Philip Dunn Von Blond	President	Present	<i>Elected May 2015 expires June 2018</i>
Linda Watson	Vice President	Absent	<i>Elected July 2014 expires June 2017</i>
William Zornes	Secretary	Present	<i>Elected June 2016 expires June 2019</i>
Susan Lear	Director	Absent	<i>Elected June 2016 expires June 2019</i>
Karriejoi Coit	Director	Present	<i>Elected June 2016 expires June 2019</i>
NON-DIRECTORS			
Shannan Jones Enoch	Academy Superintendent	Absent	
Todd Johnson	Treasurer	Absent	
Dr. Jim Cowardin	Founder, Advisor	Absent	
Krista Gerhart	NCOESC Representative	Absent	
Amy Borman, Esq.	Board Attorney	Absent	
Adam Schira	Board Attorney	Present	
Bruce Henson	ACCEL Schools Representative	Absent	
Demick Shelton	ACCEL Schools Representative	Absent	

TOPIC	SUMMARY	ACTION <small>(what-who-when)</small>
<b>CALL TO ORDER and REVIEW AGENDA</b>	A quorum being present, the special meeting was called to order at 6:00 PM.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Review and Approval of Minutes	Reading and approval of the Minutes was suspended.	
<b>SPECIAL BUSINESS ACTION ITEM</b>		
Lease with South Columbus Preparatory Academy	Berwyn East Academy received a request from ACCEL Schools Bruce Henson, on behalf of South Columbus Preparatory Academy, another ACCEL Schools managed school, to lease space available at Berwyn East Academy for the period of 10 schools day commencing the beginning of the school year. A lease was prepared by Schira	

	for the Board members to review and approve. The lease could be renewable with the approval of the Board.	
Review and Approval of of the Contract with South Columbus Preparatory School	MOTION made, seconded (Zornes, Lear) to approve a lease with South Columbus Preparatory Academy and give authorization to the Present to sign on behalf of the Board. Passed unanimously.	
Board President Signed the Lease with South Columbus Preparatory School	President signed the lease with South Columbus Preparatory School witnessed by Coit and Zornes.	
Next Meeting	Regular meeting as scheduled for Wednesday, 20 September 2017 at 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.	
Evaluation & Adjournment	Group discussion on how meeting went on scale of 1-10, and how to improve was not discussed. MOTION made, seconded (Zornes, Coit) to adjourn. Passed unanimously. Adjourned at 6:27 PM.	
Future Areas	None discussed.	<i>(Think about these as agenda items in the future)</i>

**CERTIFICATION:**

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## MINUTES — ACADEMY BOARD OF DIRECTORS

Regular Meeting, 20 September, 2017, 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.

MEMBER ATTENDANCE			
Philip Dunn Von Blond	President	Present	<i>Elected May 2015 expires June 2018</i>
Linda Watson	Vice President	Absent	<i>Elected July 2014 expires June 2017</i>
William Zornes	Secretary	Present	<i>Elected June 2016 expires June 2019</i>
Susan Lear	Director	Present	<i>Elected June 2016 expires June 2019</i>
Karriejoi Coit	Director	Present	<i>Elected June 2016 expires June 2019</i>
NON-DIRECTORS			
Shannan Jones Enoch	Academy Superintendent	Present	
Todd Johnson	Treasurer	Present	
Dr. Jim Cowardin	Founder, Advisor	Absent	
Krista Gerhart	NCOESC Representative	Absent	
Michael Cool	NCOESC Representative	Present	
Amy Borman, Esq.	Board Attorney	Absent	
Adam Schira	Board Attorney	Present	
Bruce Henson	ACCEL Schools Representative	Present	
Derrick Shelton	ACCEL Schools Representative	Present	

TOPIC	SUMMARY	ACTION (what-who-when)
<b>CALL TO ORDER and REVIEW AGENDA</b>	A quorum being present, the special meeting was called to order at 6:01 PM.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Review and Approval of Minutes	MOTION made, seconded (Zornes, Lear) to approve, adopt and ratify the minutes of meeting of 16 August 2017 and 29 August 2017 submitted 20 September 2017. Passed unanimously.	
<b>OLD BUSINESS ACTION ITEMS</b>		
Policy Updates	Policy updates sent by Derrick Shelton on 27 July 2017. Tabled to next meeting 18 October 2017.	
Board Member Search	Search for new Board member. Prospective board member did not return call from Lear for an	

	introductory meeting. Coit will repost the solicitation for a board member. Tabled to next meeting 18 October 2017.	
<b>Website Access Issues</b>	School website gmail access problems. Henson/Shelton to provide fix for board members accessibility to the new school email account. Tabled to next meeting 18 October 2017.	
<b>Building Lease</b>	Continuing discussion on matter of the building lease tabled from the 16 August 2017 meeting. Discussion regarding building and location alternatives reached a consensus of the Board members to seek location alternative options with discussion continuing at the 18 October 2017 meeting. The lease discussion has been tabled for the next 30 days. Board member Coit will arrange a proposed community development presentation and ACCEL Schools will present alternative options and recommendations.	
<b>ACCEL SCHOOLS MANAGEMENT REPORT</b>		
<b>PART 1: PRINCIPAL/SUPERINTENDENT'S REPORT</b>	See Enoch's prepared report. Augmented by Derrick Shelton. Of special importance: <ul style="list-style-type: none"> <li>Employee question concerning PTO remain. Bonuses have not been paid corrective action by ACCEL will be taken.</li> <li>Telemundo advertising package approved at the last board meeting yielded one new student to date.</li> </ul>	Mrs. Enoch to put written report on Website as a Minutes attachment
<b>PART 2: ACCEL SCHOOLS MANAGER'S REPORT</b>	Presented by Henson: <ul style="list-style-type: none"> <li>Finding a Spanish Language qualified translator to assist part time has not been successful, but the search continues.</li> <li>Transportation for students to and from the school is proving to be problematic unless the students live on or in immediate proximity to the route servicing the school. Schira provided background on the transportation requirements, policy, and procedures. Henson provided an option of applying for state transportation funding Berwyn's own transportation, but that would for the next academic year. Discussion to be taken up at a later date.</li> </ul>	Mrs. Enoch to put written report on Website as a Minutes attachment
<b>TREASURER'S REPORT</b>	Presented by Johnson: <ul style="list-style-type: none"> <li>After discussion, the \$25,500 adjustment was for the September FY18 may not have been for the FY17 classes, which according to Schira, is expected in December.</li> <li>Student enrollment currently may necessitate an adjustment to the school budget, but will be present at a later date.</li> <li>Discussion on the status of Todd Johnson's source of payment as a contract employee of the school to the independent contractor (1099). With a requested change of payment amount from \$1600 to 1800.</li> </ul>	Mrs. Enoch to put written reports on Website as a Minutes attachment.

Motion to Approve an Independent Contractor Agreement	MOTION made, seconded (Zornes, Lear) to approve an independent contractor agreement with Todd Johnson that will supersede the current Treasurer agreement with in an essential term of \$1800 monthly fee to expire 30 June 2018. The Board will designate the President to finalize the terms and sign the agreement. Passed unanimously.	
Motion on Accepting Treasurer's Report	MOTION made, seconded (Zornes, Coit) to accept Treasurer's report as submitted. Passed unanimously.	
<b>SPONSOR'S REPORT</b>	Presented by Cool on behalf of Gerhart: <ul style="list-style-type: none"> <li>• Sponsorship reviews are in progress for the schools NCOESC sponsors.</li> </ul>	
<b>NEW BUSINESS ACTION ITEMS</b>		
<b>Director and Officers (D&amp;O) Insurance</b>	Director and Officer (D&O) insurance coverage was renewed.	
Motion on Director and Officers (D&O) Insurance	MOTION made, seconded (Zornes, Coit) to acknowledge renewal of Director and Officer (D&O) insurance coverage. Passed unanimously.	
<b>CONTINUING BUSINESS</b>	None.	
<b>Next Meeting</b>	Regular meeting as scheduled for Wednesday, 18 October 2017 at 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.	
<b>Evaluation &amp; Adjournment</b>	Group discussion on how meeting went on scale of 1-10, and how to improve was not discussed. MOTION made, seconded (Zornes Lear) to adjourn. Passed unanimously. Adjourned at 7:45 PM.	
<b>Future Areas</b>	None discussed.	<i>(Think about these as agenda items in the future)</i>

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## MINUTES — ACADEMY BOARD OF DIRECTORS

Regular Meeting, 18 October, 2017, 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.

MEMBER ATTENDANCE			
Philip Dunn Von Blond	President	Present	<i>Elected May 2015 expires June 2018</i>
Linda Watson	Vice President	Absent	<i>Elected July 2014 expires June 2017</i>
William Zornes	Secretary	Present	<i>Elected June 2016 expires June 2019</i>
Susan Lear	Director	Present	<i>Elected June 2016 expires June 2019</i>
Karriejoi Coit	Director	Present	<i>Elected June 2016 expires June 2019</i>
NON-DIRECTORS			
Shannan Jones Enoch	Academy Superintendent	Present	
Todd Johnson	Treasurer	Present	
Dr. Jim Cowardin	Founder, Advisor	Absent	
Krista Gerhart	NCOESC Representative	Absent	
Amy Borman, Esq.	Board Attorney	Absent	
Adam Schira	Board Attorney	Present	
Bruce Henson	ACCEL Schools Representative	Absent	
Derrick Shelton	ACCEL Schools Representative	Present	
Natalie Ravis	ACCEL Schools Representative	Present	
Emily Leader	BEA Title Teacher	Present	
Seana Marshall	BEA Teacher	Present	
Stacey Brookings	BEA Teacher	Present	

TOPIC	SUMMARY	ACTION <i>(what-who-when)</i>
CALL TO ORDER and REVIEW AGENDA	A quorum being present, the special meeting was called to order at 6:00 PM.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Review and Approval of Minutes	MOTION made, seconded (Zornes, Lear) to approve, adopt and ratify the minutes of meeting of 20 September 2017 submitted 18 October 2017. Passed unanimously.	
OLD BUSINESS ACTION ITEMS		

<b>Policy Updates</b>	<p>Policy updates sent by Shelton on 27 July 2017, prepared by Borman and dated 26 July 2017. Tabled from Board meeting 20 September October 2017. Shelton presented. Reviewed policies and discussed most appropriate options, if applicable:</p> <ul style="list-style-type: none"> <li>• Unpaid Meal Charges: Unpaid Meal not an issue but one option four must be selected. Option 3 selected.</li> <li>• Head Lice: Dealing with Head Lice. Option 2 selected.</li> <li>• Other Leave: As stated within the policy.</li> </ul>	
<b>Motion to Approve Policy Updates.</b>	MOTION made, seconded (Coit, Zornes) to approve Policy Update – July 2017 and policy options selected within the Policy updates discussed. Passed unanimously.	
<b>Board Member Search</b>	Search for new Board member. Candidate applications are being reviewed and other applications are being accepted.	
<b>Website Access Issues</b>	Microsoft gmail account delays due to slow Microsoft slow response to request to setup accounts for Board members. Should have results in two to three weeks.	
<b>Building Lease</b>	<p>Continuing discussion on matter of the building lease tabled from the 18 October 2017 meeting to 15 November 2017 meeting. Board members continue to seek location alternative options with discussion continuing at the 15 November 2017 meeting with expected ACCEL presentation of options.</p> <ul style="list-style-type: none"> <li>• Board member Coit will arrange a proposed community development presentation.</li> <li>• ACCEL Schools will present alternative options and recommendations at the 15 November 2017 Board Meeting.</li> </ul>	
<b>ACCEL SCHOOLS MANAGEMENT REPORT</b>		
<b>PART 1: PRINCIPAL/SUPERINTENDENT'S REPORT</b>	<p>See Enoch's prepared report. Augmented by Derrick Shelton. Of special importance:</p> <ul style="list-style-type: none"> <li>• 151 students current enrollment.</li> <li>• New teacher hired.</li> <li>• One teacher resigned (Grade Three).</li> <li>• One teacher (Grade Five/Six) was a no notice resignation ACCEL will address, determine, and proceed with notifications to the ODE.</li> <li>• Level of Service concerns on the Special Education contract. Shelton will contact the provider.</li> <li>• Need a pool of substitute teachers. Perhaps seek out a contract provider. Shelton to provide a recommended contractor contact.</li> <li>• Slow ACCEL Schools response to HR queries.</li> <li>• PTO issue unresolved to school teaching and professional staff satisfaction.</li> </ul> <p>Von Blond requested a copy of the ACCEL Schools Teaching Staff salary range schedule.</p>	Mrs. Enoch to put written report on Website as a Minutes attachment

<b>PART 2: ACCEL SCHOOLS MANAGER'S REPORT</b>	<ul style="list-style-type: none"> <li>• Summary and review of the proposed Berwyn East P&amp;L Budget. Presented by Ravis. Presentation of budget status, issues, and concerns. Reductions in student enrollment negatively impacted budget placing it into a deficit. Reduction in Federal funding resulted in reduction in Title I and II income.</li> <li>• Sponsor required to submit a 5 year forecast, which can be adjusted after submission.</li> <li>• Shelton Comments: (Reference ACCEL SCHOOLS MANAGEMENT REPORT, PART 1: PRINCIPAL/SUPERINTENDENT'S REPORT.) Regarding several of problem issues (last four of the eight items above) surfaced during the Board meeting by Enoch, Shelton raised serious objection to not being informed in advance of what those in-school issues were, and, not being given an opportunity to address them, and, finds the lack of communication of BEA issues a circumstance that is unacceptable.</li> </ul> <p>Von Blond assured Shelton improvements will be made in regard to communications between the PRINCIPAL/SUPERINTENDENT and ACCEL MANAGER.</p>	Mrs. Enoch to put written report on Website as a Minutes attachment
Motion to Approve Five-Year BEA Budget Forecast	MOTION made, seconded (Zornes, Coit) to approve Five-Year BEA Budget Forecast Passed unanimously.	
<b>TREASURER'S REPORT</b>	<p>Presented by Johnson: (Reference ACCEL SCHOOLS MANAGEMENT REPORT, PART 2: ACCEL SCHOOLS MANAGER'S REPORT, Ravis presentation.)</p> <ul style="list-style-type: none"> <li>• The current enrollment number budget assumption (157 for October) is higher currently than what that enrollment will actually be (151) resulting in a negative balance as opposed to the current positive balance proposal.</li> </ul> <p>And,</p> <ul style="list-style-type: none"> <li>• Board President and Secretary expressed disappointment in ACCEL School's handling of the payment of retention bonuses to teaching and professional staff and expects a resolution to the matter by week's end.</li> </ul>	Mrs. Enoch to put written reports on Website as a Minutes attachment.
Motion on Accepting Treasurer's Report	MOTION made, seconded (Zornes, Coit) to accept Treasurer's report as submitted. Passed unanimously.	
<b>SPONSOR'S REPORT</b>	None.	

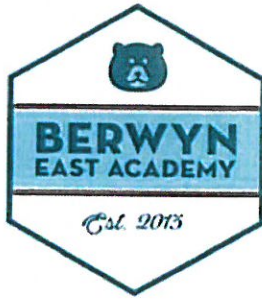
<b>NEW BUSINESS ACTION ITEMS</b>	None.	
<b>CONTINUING BUSINESS</b>	None.	
<b>Next Meeting</b>	Regular meeting as scheduled for Wednesday, 15 November 2017 at 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.	
<b>Evaluation &amp; Adjournment</b>	Group discussion on how meeting went on scale of 1-10, and how to improve was not discussed. MOTION made, seconded (Zornes Lear) to adjourn. Passed unanimously. Adjourned at 8:07 PM.	
<b>Future Areas</b>	None discussed.	<i>(Think about these as agenda items in the future)</i>

**CERTIFICATION:**

Proposed minutes prepared and submitted by William A Zornes, Secretary, Board Member, 15 November 2017.

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## MINUTES — ACADEMY BOARD OF DIRECTORS

Regular Meeting, 24 January, 2018, 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.

<b>MEMBER ATTENDANCE</b>			
Philip Dunn Von Blond	President	Present	<i>Elected May 2015 expires June 2018</i>
Linda Watson	Vice President	Absent	<i>Elected July 2014 expires June 2017</i>
William Zornes	Secretary	Present	<i>Elected June 2016 expires June 2019</i>
Susan Lear	Director	Present	<i>Elected June 2016 expires June 2019</i>
Karriejoi Colt	Director	Absent	<i>Elected June 2016 expires June 2019</i>
<b>NON-DIRECTORS</b>			
Shannan Jones Enoch	Academy Superintendent	Absent	
Todd Johnson	Treasurer	Absent	
Krista Gerhart	NCOESC Representative	Absent	
Amy Borman, Esq.	Board Attorney	Absent	
Adam Schira	Board Attorney	Present	
Bruce Henson	ACCEL Schools Representative	Present	
Derrick Shelton	ACCEL Schools Representative	Present	

<b>TOPIC</b>	<b>SUMMARY</b>	<b>ACTION</b> <small>(what-who-when)</small>
<b>CALL TO ORDER and REVIEW AGENDA</b>	A quorum being present, the special meeting was called to order at 6:04 PM.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Review and Approval of Minutes	MOTION made, seconded (Zornes, Lear) to approve, adopt and ratify the minutes of meeting of 18 October 2017. Passed unanimously.	
<b>OLD BUSINESS ACTION ITEMS</b>		

<b>Board Member Search</b>	<ul style="list-style-type: none"> <li>• Search for new Board member. Kiev M. LaMarr is a candidate for Board member. Von Blond and Lear to meet with LaMarr and conduct an interview</li> <li>• Henson has some recommended candidates and will provide to Von Blond.</li> </ul>	
<b>Resignation of Board Member</b>	Resignation of Karriejoi Coit was submitted and accepted by the President of the Board of Directors.	
<b>Motion on Accepting Treasurer's Report</b>	MOTION made, seconded (Zornes, Lear) to accept Coit's resignation. Passed unanimously.	
<b>ACCEL SCHOOLS MANAGEMENT REPORT</b>		
<b>PART 1: PRINCIPAL/SUPERINTENDENT'S REPORT</b>	<p>Shelton provided for Enoch:</p> <ul style="list-style-type: none"> <li>• Enrollment: 162; New January enrollments: two new students in kindergarten, and one in 5th grade</li> <li>• Dr. Carr will conduct another PD 26 January 2018.</li> <li>• Free after school tutoring will begin after parent meeting/conference.</li> <li>• 5th grade teacher hired.</li> <li>• Intervention specialist resigned without notice. ACCEL speaking with another provider to find an Intervention Specialist.</li> <li>• PSI is giving a quote for part time nursing services.</li> <li>• Channel 4 reached out to make a commercial for the school but Shannon declined for now. BEA will revisit the offer next year.</li> </ul>	
<b>PART 2: ACCEL SCHOOLS MANAGER'S REPORT</b>	<ul style="list-style-type: none"> <li>• ACCEL Schools has closed on the purchase of property for the new school location. Lease for new school facility sent Von Blond and Schira.</li> <li>• BEA reauthorization has been approved by the sponsor but the sponsor is awaiting completion of the State's reauthorization to set the term of BEA's authorization.</li> </ul>	Mrs. Enoch to put written report on Website as a Minutes attachment
<b>TREASURER'S REPORT</b>	<p>Zornes read Johnson's submission as provided in the Board Agenda.</p> <p>Henson added that congratulations were in order for Gerhart's efforts to secure 2017 6th grade monies due from ODE.</p>	Mrs. Enoch to put written reports on Website as a Minutes attachment.
<b>Motion on Accepting Treasurer's Report</b>	MOTION made, seconded (Zornes, Lear) to accept Treasurer's report as submitted. Passed unanimously.	
<b>SPONSOR'S REPORT</b>	None.	
<b>NEW BUSINESS ACTION ITEMS</b>	None.	
<b>CONTINUING BUSINESS</b>	None.	
<b>Next Meeting</b>	Regular meeting as scheduled for Wednesday, 21 February 2018 at 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH	

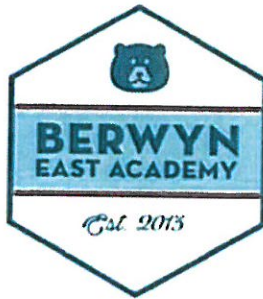
	43215.	
<b>Evaluation &amp; Adjournment</b>	Group discussion on how meeting went on scale of 1-10, and how to improve was not discussed. MOTION made, seconded (Zornes Lear) to adjourn. Passed unanimously. Adjourned at 6:35 PM.	
<b>Future Areas</b>	None discussed.	<i>(Think about these as agenda items in the future)</i>

**CERTIFICATION:**

Proposed minutes prepared and submitted by William A Zornes, Secretary, Board Member, 21 February 2018.

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## MINUTES — ACADEMY BOARD OF DIRECTORS

Regular Meeting, 21 February, 2018, 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215.

MEMBER ATTENDANCE			
Philip Dunn Von Blond	President	Present	<i>Elected May 2015 expires June 2018</i>
Linda Watson	Vice President	Absent	<i>Elected July 2014 expires June 2017</i>
William Zornes	Secretary	Present	<i>Elected June 2016 expires June 2019</i>
Susan Lear	Director	Present	<i>Elected June 2016 expires June 2019</i>
Karriejoi Coit	Director	Absent	<i>Elected June 2016 expires June 2019</i>
NON-DIRECTORS			
Shannan Jones Enoch	Academy Superintendent	Present	
Todd Johnson	Treasurer	Present	
Krista Gerhart	NCOESC Representative	Absent	
Amy Borman, Esq.	Board Attorney	Absent	
Adam Schira	Board Attorney	Present	
Bruce Henson	ACCEL Schools Representative	Present	
Derrick Shelton	ACCEL Schools Representative	Present	

TOPIC	SUMMARY	ACTION <small>(what-who-when)</small>
CALL TO ORDER and REVIEW AGENDA	A quorum being present, the special meeting was called to order at 6:00 PM.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Review and Approval of Minutes	MOTION made, seconded (Zornes, Lear) to approve, adopt and ratify the minutes of meeting of 18 October 2017. Passed unanimously.	
OLD BUSINESS ACTION ITEMS		



<b>Board Member Search</b>	<ul style="list-style-type: none"> <li>• Henson has two candidates with resumes and awaiting for the resumes of two others. Henson will forward the resumes to the President to conduct interviews.</li> </ul>	
<b>ACCEL SCHOOLS MANAGEMENT REPORT</b>		
<b>PART 1: PRINCIPAL/SUPERINTENDENT'S REPORT</b>	<p>Enoch presented. Highlights:</p> <ul style="list-style-type: none"> <li>• Enrollment: 154.</li> <li>• School-wide tutoring began 06 February 2018.</li> <li>• Dr. Carr revisited and conducted staff training on 26 January 2018.</li> <li>• Reenrollment has started for next academic year with 16 students reenrolled.</li> <li>• Health inspector and did find minor violations, but they are being corrected.</li> <li>• Upcoming Spring Sponsor Audit on 13 March 2018; uploaded information in EPICenter on 23 February 2018.</li> <li>• BEA is sustaining Compliance</li> <li>• Still interviewing for special education/Intervention specialist teacher.</li> <li>• Berwyn challenged CATA to a spelling Bee.</li> <li>• Berwyn students are being included in CATA school sports activities.</li> </ul>	Mrs. Enoch to put written report on Website as a Minutes attachment
<b>PART 2: ACCEL SCHOOLS MANAGER'S REPORT</b>	<ul style="list-style-type: none"> <li>• Requested Board go into Executive Session:</li> </ul>	
<b>TREASURER'S REPORT</b>	<p>Johnson presented. Additional items.</p> <ul style="list-style-type: none"> <li>• Fiscal 2017 Audit is nearly complete. Note engagement letter sent to the Board members.</li> <li>• Recommended a biannual as opposed to an annual audit with Sponsor and ACCEL Schools concurrence.</li> </ul>	Mrs. Enoch to put written reports on Website as a Minutes attachment.
<b>Motion on Accepting Treasurer's Report</b>	MOTION made, seconded (Zornes, Lear) to accept Treasurer's report as submitted. Passed unanimously.	
<b>SPONSOR'S REPORT</b>	<p>Enoch presented in Gerhart's absence. Materials are required to be presented to the Board for review by 01 March 2018. List all major slide presentation titles:</p> <ul style="list-style-type: none"> <li>• Ohio Charter School Laws—Role and Responsibilities;</li> <li>• Ohio's Charter School Accountability Partnership—Accountability;</li> <li>• ODE—Roles and Responsibilities;</li> <li>• Sponsors/Authorizers: Superintendent, Director of Community Schools, Director of Community Schools and Support Staff—Roles and Responsibilities;</li> <li>• Sponsors/Authorizers: Specific technical assistance;</li> <li>• School Governing Authority/Board: Key Responsibilities;</li> </ul>	Mrs. Enoch to put written reports on Website as a Minutes attachment.

	<ul style="list-style-type: none"> <li>• School Responsibilities;</li> <li>• School Operator/Management: Responsibilities.</li> </ul>	
Motion to return to accept Sponsor's Report	Motion made, seconded (Zornes, Lear) for the Board to accept Sponsor's Report. Passed unanimously.	
<b>NEW BUSINESS ACTION ITEMS</b>	None.	
Motion to go to Executive Session.	Motion made, seconded (Zornes, Lear) to enter executive session for the purpose of discussing the purchase of property for public purposes where premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest. Roll call vote: Lear: Yea; Von Blond: Yea; Zornes: Yea; Motion approved at 6:38 PM.	
Motion to return to Open Session.	Motion made, seconded (Zornes, Lear) for the Board to return to Open Session. Passed unanimously and the Board returned to Open Session at 6:58 PM.	
<b>CONTINUING BUSINESS</b>	None.	
<b>Next Meeting</b>	Regular meeting as scheduled for Wednesday, 21 March 2018 at 6:00 PM, moved to Tuesday, 20 March 2018 at 6:00 PM (due to unavailability of one for the Board members), Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215, or, alternative site to be announced.	
<b>Evaluation &amp; Adjournment</b>	Group discussion on how meeting went on scale of 1-10, and how to improve was not discussed. MOTION made, seconded (Zornes Lear) to adjourn. Passed unanimously. Adjourned at 6:58 PM.	
<b>Future Areas</b>	None discussed.	<i>(Think about these as agenda items in the future)</i>

**CERTIFICATION:**

Proposed minutes prepared and submitted by William A Zornes, Secretary, Board Member, 20 March 2018.

Not official until approved at a subsequent board meeting.

Distribution: Members, Minutes Book, Internet Website



# BERWYN EAST ACADEMY

1850 BOSTWICK RD., COLUMBUS OH 43227

614-338-8705 [info@berwyneastacademy.org](mailto:info@berwyneastacademy.org) [www.berwyneastacademy.org](http://www.berwyneastacademy.org)

## MINUTES — ACADEMY BOARD OF DIRECTORS

Regular Meeting, (15 March, 2017, 6:00 PM, Dickinson Wright Law Offices, 150 E Gay St, Suite 2400, Columbus OH 43215)

<b>MEMBER ATTENDANCE</b>			
Philip Dunn Von Blond	President	Present	<i>Elected May 2015 expires June 2018</i>
Linda Watson	Vice President	Present	<i>Elected July 2014 expires June 2017</i>
William Zornes	Secretary	Present	<i>Elected June 2016 expires June 2019</i>
Susan Lear	Director	Present	<i>Elected June 2016 expires June 2019</i>
Karriejoi Coit	Director	Absent	<i>Elected June 2016 expires June 2019</i>
Orlando Alston	Director (Non-voting)	Present	<i>Elected November 2016 expires 2019</i>
<b>NON-DIRECTORS</b>			
Shannan Jones Enoch	Academy Superintendent	Present	
Todd Johnson	Treasurer	Present	
Dr. Jim Cowardin	Founder, Advisor	Absent	
Krista Gerhart	NCOESC Representative	Present	
Amy Borman, Esq.	Board Attorney	Absent	
Adam Schira	Board Attorney	Present	
Bruce Henson	ACCEL Schools Representative	Present	
Chad Carr	Guest (ACCEL Schools)	Present	

<b>TOPIC</b>	<b>SUMMARY</b>	<b>ACTION</b> (what-who-when)
<b>CALL TO ORDER and REVIEW AGENDA</b>	A quorum being present, the meeting was called to order at 6:00 PM. Board reviewed and accepted agenda as presented.	Mrs. Enoch to put the Agenda on Website and as a Minutes attachment.
Review and Approval of Minutes	MOTION made, seconded (Lear, Zornes) to approve, adopt and ratify the minutes of meetings of 15 February 2017 submitted 15 March 2017. Passed unanimously.	
<b>OLD BUSINESS ACTION ITEMS</b>		
<b>Board of Directors Candidate Pool new candidate</b>	Susan Lear reported no new items. President and Board agreed to maintain membership at five. The pool will be active in the event another board candidate be needed for consideration.	
<b>Building Committee Update</b>	President and the board agreed that will ACCEL Schools is taking over the maintenance of the schools, rent is more than competitive, and so the need of the Building Committee and its work is tabled until further need surfaces.	
<b>PRINCIPAL/</b>	Written report submitted.	Mrs. Enoch to put written report on

<b>SUPERINTENDENT'S REPORT</b>		Website as a Minutes attachment
Items of importance	Repairs, in this instance a boy's urinal and water fountains, to the school facilities should be directed through ACCEL Schools to take advantage of ACCEL's general contractor arrangements.  Third grade teacher was dismissed for non-compliance of licensure: denial of license by ODE.	
Motion on Accepting Principal/Superintendent's Report	MOTION to accept by acclamation.	
<b>TREASURER'S REPORT</b>	Covered February 2017 (see detail from Agenda)	Mrs. Enoch to put written reports on Website as a Minutes attachment.
Items of importance	Second half of the audit is progressing and is expected to be completed by the next meeting of the Board.  Expenses (insurance, in particular) for 2016-2017 cannot be adjusted, but ACCEL will be able to make adjustments within their corporate management programs for 2017-2018.	
Motion on Accepting Treasurer's Report	MOTION made, seconded (Zornes, Lear) to accept Treasurer's report as submitted. Passed unanimously.	
<b>SPONSORS' REPORT</b>	Quality improvement plan is approved with a progress report due in May.  Implementing Epicenter, an on-line data collection tool, for document management to support Compliance requirements and organization and will provide webinar training in its use and Board member can have read-only access, too.  ACCEL schools will provide financials for 2017-2018 and not mid-year school year for 2016-2017. ACCEL Schools does become an operator until the commencement of the Management Agreement on 01 July 2017.	
<b>ACCEL SCHOOLS MANAGEMENT'S Report</b>	ACCEL and PRINCIPAL/SUPERINTENDENT'S REPORT will appear the same for future reports.  Presented sample advertising materials, including a new school logo, for recruiting efforts for the 2017-2018 academic year and requested \$20,000 to cover those costs.  ACCEL recommends Partner for Success in Innovation (PSI) beginning in 2017-2018, a move away from providing special education services from the current vendor/program and at a reduced cost to the school. ACCEL will bring a copy of the contract to the next Board meeting. Schira endorsed the change to PSI.  Transferring staff to ACCEL schools commenced at the planning stage but will start in April.	

	<p>School Budget work will begin based on a 200 student enrollment recommending continuance of the current K-6 grade level.</p> <p>Proposed and recommended a Blended School Environment at cost of \$23,000.</p> <p>President question Henson about the status of purchasing the building. Henson offered some options, which he will present if requested to include negotiations and options.</p> <p>Schira advised review of costs and contractual changes which the Board will have to review.</p> <p>The current situation demands a decision as to the future of the building in the school's long term planning.</p> <p>Zornes proposed a special board meeting to do a walkthrough of the school to base inputs for considering the future plans for the school building.</p> <p>Board members conferred to changing the date to 12 April with a change of location to the School for the purpose of conducting a fact-finding and informational walkthrough of the school.</p>	
<b>Motion on Covering Recruitment Costs</b>	Motion made, seconded (Zornes, Lear) to approve \$20,000 in expenditures to cover the costs of recruitment efforts for the 2017-2018 academic year. Passed unanimously.	
<b>Motion on Covering Costs of a Blended School Environment</b>	Motion made, seconded (Lear, Watson) to approve \$23,000 in expenditures to cover the costs of a Blended School Environment. Passed unanimously.	
<b>Motion on Changing Date and Location of the April Board Meeting</b>	Motion made, seconded (Zornes, Lear) to approve a change of date and location of the next Regular Board Meeting to 12 April 2017 at the school. Passed unanimously.	
<b>NEW BUSINESS</b>	None.	
<b>CONTINUING BUSINESS</b>	None.	
<b>Next Meeting</b>	Regular meeting as scheduled for Wednesday, 12 April 2017 at Berwyn East Academy, 1850 Bostwick Rd, Columbus OH 43227.	
<b>Evaluation &amp; Adjournment</b>	Group discussion on how meeting went on scale of 1-10, and how to improve was not discussed. MOTION made, seconded (Zornes, Lear) to adjourn. Passed unanimously. Adjourned at 7:10 PM.	
<b>Future Areas</b>	None discussed.	<i>(Think about these as agenda items in the future)</i>

**CERTIFICATION:**

Proposed minutes prepared from notes by Board Secretary and subsequently submitted by William A Zornes, Secretary, Board Member, 12 April 2017.

Not official until approved at a subsequent board meeting.

Distribution: Members, Minutes Book, Internet Website

**ATTACHMENT 3.1**

- Transportation Plan

N/A J. Arch 5/5/18

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**BERWYN EAST**  
*Academy*

Berwyn East Academy  
1850 Bostwick Road, Columbus, Ohio 43227  
Phone: 614-564-9548 Fax: 614-564-9603  
<http://www.berwyneastacademy.org>

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July 1, 2018

Berwyn East Academy in accordance to ORC3327.01 has a signed contract with Columbus City Schools Transportation to provide transportation to students enrolled at Berwyn East Academy

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## ATTACHMENT 3.2

- Management/Operator Contract (if any)



## MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is entered into as of the 15th day of February, 2017, and effective on July 1, 2017, by and between Accel Schools Ohio LLC, a Delaware limited liability company ("Operator"), and the Berwyn East Academy (the "Academy"), a non-profit Ohio corporation and public community school, by and through its Governing Authority.

### RECITALS

A. The Academy is sponsored and authorized by the North Central Ohio Educational Service Center (the "Sponsor") to govern a public community school under Chapter 3314 of the Revised Code of the State of Ohio (as such provision may be amended from time to time, the "Code").

B. The Operator was established, among other things, to manage public schools, and is expected to provide invaluable assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the Academy.

C. The Academy and the Operator (collectively, the "Parties") desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the Academy based on an agreed upon school design, comprehensive educational program and management principles.

**THEREFORE**, the Parties mutually agree to the following terms:

### ARTICLE I. EDUCATIONAL SERVICES AND ADMINISTRATIVE SERVICES

#### 1.01 Educational Services.

- (a) For the Term (as defined in ARTICLE II below), the Operator will provide to the Academy and its students the following educational services (the "Educational Services"):
- (i) Curriculum. The development and implementation of the curriculum or the related, expanded, updated or derivatives of such curriculum shall be provided by the Operator, and agreed to by and between the Academy's Governing Authority. If any part of the curriculum is owned by the Operator, it shall be licensed to the School as part of the Management Fee, including the corresponding use of such resource materials, reference books, videotapes and disks, computer software or other necessary means to access the full curriculum. The costs for the agreed-upon curriculum purchases shall be part of the costs of operation of the Academy, prorated if used by other schools.
  - (ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the administrators, leadership team, teaching and non-teaching or support staff in accordance with ARTICLE V below;
  - (iii) Instructional Tools. The selection of instructional tools, equipment and supplies, including text books, computers, software and multi-media teaching tools;
  - (iv) Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate and mutually desirable extra-curricular and co-curricular activities and programs;
  - (v) Academic Progress Reports. Provision to the Governing Authority on a monthly basis, a report detailing the Academy's students' academic performance, and the Operator's performance of the Educational and Administrative Services, and such other reports reasonably requested by the Board;
  - (vi) Method of Delivery. Subject to this Agreement, the Contract, the Code and applicable laws, rules, regulations and requirements, the Operator may modify the methods, means and manner by which Administrative Services or Educational Services are provided at any time, but may not transfer regional leaders, administrators, staff, or make material changes without the approval of the Chief Administrator, and, without the consent of the Governing Authority, which shall not be unreasonably

withheld. The Operator shall obtain approval for modifications requiring a change in the Contract.

(vii) Additional Educational Services. Any other services required by the Sponsor, the State of Ohio Department of Education and such other services as are necessary or expedient for the provision of teaching and learning at the Academy as agreed to from time to time between the Operator and the Academy's Governing Authority.

- (b) The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at the Academy (the "Educational Program") as adopted by the Governing Authority of the Academy (the "Board") and as provided for in the Academy's contract with its Sponsor ("Contract"). The Chief Administrator and the Superintendent/Regional Representative shall set the School calendar.
- (c) The Operator will be responsible and accountable to the Board for the provision and quality of the Educational Services, the academic success of the students of the Academy and the professional development and training of all administrative, teaching and non-teaching staff.

#### 1.02 Administrative Services.

- (a) For the Term (as defined in ARTICLE II below), subject to the Contract and the approval of the Board, the Operator will provide to the Academy the following administrative services (the "Administrative Services"):
  - (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE V below,
  - (ii) Facility Operation and Maintenance. Operation and maintenance of the Academy's facility (the "Facility") to the extent consistent with any and all leases or other documents pertaining to the Facility and pursuant to all applicable laws rules and regulations. The Academy shall consider recommendations and proposals of the Operator in a reasonable manner, but shall have the final decision-making power in matters of the Facility locations, expansion, or improvements. This Agreement shall not impact any ownership and/or leasehold interests of the Facility for which the Parties have independently acquired.
  - (iii) Business Administration. Administration of the following business aspects of the Academy;
    - (A) Payroll. Provide payroll services itself or through a suitable alternative payroll provider as the Operator may select from time to time. The Operator shall be responsible for all data input, including errors or omission in data input.
    - (B) Transportation and Food Services. Coordination with entities with which the Academy contracts for the provision of transportation and food services for the students enrolled at the Academy, management and assessment of the services provided under such contracts, and supervision of employees involved in providing such services, all as required by the Board; and
    - (C) Public Relations and Marketing. Coordination and implementation of all advertising, marketing, recruitment, media and public relations efforts, including community outreach programs, and all marketing and enrollment plans which shall be presented to the Academy's Board. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld;
    - (D) Contracts. The bidding, procurement and responsibility for selection of vendors or providers for necessary services or supplies for the Academy, provided however, that the Operator shall not sign any contracts in the name of the Academy. Should a contract need to be in the name of the Academy, it shall be reviewed, authorized and approved by the Board and its legal counsel.
    - (E) Litigation. Reports to the Board of litigation or administration complaints, actions, audits or hearings having to do with the Academy, through the Academy's legal counsel.

(iv) Budgeting and Financial Reporting.

- (A) Annual budgets (the " Budget") will be prepared by the Academy's licensed school treasurer in conjunction with the review and advise of the Operator and the Board, and will be subject to the approval of the Board. Budget compliance and accuracy will be reviewed with the Board monthly. Detail in budgets must be provided to the Board and the Operator in a manner sufficient for the Board and the Operator to monitor all financial issues related to the Academy. The projected annual budgets will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement, the supplies and materials, programming and operations. The budget for each Fiscal Year shall be provided prior to May 1<sup>st</sup> of the immediately preceding Fiscal Year.
- (B) The preparation of detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Academy, whether incurred on-site or off-site.
- (C) The monthly preparation and presentation of a budget to actual comparison of revenues and expenditures and detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Academy by Operator, prepared in conformity with the Contract, Ohio law and any rules and regulations for the Auditor of State's office or any independent certified public accountants, whether incurred on-site or off-site.
- (D) The preparation of other financial statements as required by and in compliance with the Contract, Ohio law and any laws and regulations, including such documentation as may be required by the independent certified public accountants or the Auditor of State retained by the Board to perform annual audits of the Academy's financial statements. The cost of the audit will be the responsibility of the Academy, and will be provided for in the budget.
- (E) The preparation of such other reports on the finances and operation of the Academy as requested or required by the Ohio Department of Education, the Board or the Sponsor or as necessary or requested to enable the Board to monitor performance and assess the effectiveness and efficiency of the operations of and at the Academy.

(v) Other Financial Responsibilities

- (A) The Board must authorize and approve all applications for federal funds or grants. The administration and management of state and federal funds or grants shall be the responsibility of the Operator, unless otherwise specified herein.
- (B) The cost for preparation of the financial statements and provision of a licensed school treasurer and fiscal officer will be the responsibility of the Board, subject to Board approval. provided by a Board chosen licensed school treasurer and fiscal officer. In all cases, the Operator will prepare all of the accounting services and the preparation of financial statements.
- (C) At any time, the Board, at its own expense, may hire its own financial consultant to review the responsibilities and financial records of the Operator as they pertain to the Academy.
- (D) The Operator shall provide complete, accurate, legal, truthful, detailed, and timely financial information (monthly and in at least five days before every regular or re-scheduled regular meeting and as stated in this Agreement). In no case should financial statements be required prior to the tenth (10<sup>th</sup>) business day prior of the following month. For example, the March financial statements shall not be required prior to April 15<sup>th</sup>.

(E) The cost of any state special audits or federal audits, whether FTE, special education, food/lunch, title, grant audits required by matters under the Operator's staff or control will be borne by the Operator in the case where the results of the audit are the faults of Operator error. .

(F) Vendors shall be paid on time and in accordance with a written and agreed-upon payment schedule.

(G) Academy funds shall not be used for the benefit of another school or co-mingled with another school's money or accounts, excepting out only the earned and paid Management Fee.

(vi) Maintenance of Financial and Student Records.

(A) The Operator will maintain accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by the Operator, and retain all such records for a period of seven (7) years (or longer if required by the Code or other applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the Academy financial records retained by Operator pertaining to the Academy will be available to the Academy, the Sponsor, or the Auditor of State or Ohio Department of Education for inspection and copying upon request. The Board shall have access to copies of all financial back-up documentation, reports, graphs, budgets and similar information for timely review, upon reasonable request.

(B) The Operator will maintain accurate student records pertaining to the students enrolled at the Academy as is required and in the manner provided by the Contract, the Code and applicable laws, rules and regulations, together with all additional Academy student records prepared by or in the possession of Operator, and retain such records permanently on behalf of the Academy, (it being understood that all student and financial records and information are and shall be at all times the property of the Academy).until this Agreement or its successor (if any) is terminated, at which time such records will be delivered to the Academy and become the responsibility of the Board. The Operator and the Academy will maintain the proper confidentiality of such records as required by state and federal law.

(C) The Operator will maintain accurate employment, business and other records pertaining to the operation of the Academy as is required and in the manner provided by the Contract, the Code and applicable state and federal laws and regulations, together with all additional Academy employment, business and other records prepared by or in the possession of Operator, and retain such records permanently on behalf of the Academy until this Agreement or its successor agreement (if any) is terminated, at which time such records will be delivered to the Academy, who shall thereafter be responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the Academy). The Operator and the Academy will maintain the proper confidentiality of such records as required by law and the Charter. If the Operator is the employer or contractor of a party, the original records shall belong to the Operator and copies shall be provide to the Academy upon termination or closure. If the Academy is the employer or contractor of a party, the originals shall belong to the Academy.

(D) The Operator shall provide qualified and experienced Education Management Informational System (EMIS) services, all federal grants management and administration support, all CCIP grant and E-Rate grant support and services and other essential services for accurate data and revenue enhancement of the Academy. All Academy data and electronic records shall be preserved at least once daily to a secure backup system, to protect in case of loss of data. Under all circumstances, the Academy shall be granted unfettered access to such data and electronic records which shall be maintained at a secure location by the Operator.

(vii) Admissions. Implementation of the Academy's admissions, residency and lottery policies in accordance with all applicable state and federal laws rules and regulations.

- (viii) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the Academy's duties and obligations under the Code and other applicable laws and regulations. If a due process hearing is lost due to matters under the control of Operator's staff and such loss results in monetary findings or legal fees, such fees shall be covered by the Operator's own insurance or Management Fee.
  - (ix) Rules and Procedures. The Parties may each recommend policies, rules, regulations and procedures applicable to the Academy and its students and will enforce such rules, regulations and procedures adopted by the Board that are in compliance with state and federal laws, rules and regulations. The Board and its attorneys are primarily responsible for the policies of the Academy.
  - (x) Parent Satisfaction Forms. The Operator will provide to the Board copies of Parent Satisfaction Forms to be completed by parents of Academy students, with copies and summaries thereof promptly provided to the Academy on an annual basis.
  - (xi) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the Academy as agreed to from time to time by the Operator and the Board.
- 1.03 Place of Performance; Provision of Offices. The Academy will provide the Operator with necessary and reasonable classroom and office space at the Facility to perform the on-site services described in this Agreement. The Operator will provide instructional, extra-curricular and co-curricular services at the Facility.
- 1.04 Authority. By this Agreement, the Academy provides the Operator such authority as is necessary for it to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code, the Contract, or by laws, rules or regulations.

**ARTICLE II.  
TERM**

- 2.01 Term. The term of this Agreement is for three (3) years, beginning on July 1, 2017 and ending on June 30, 2020, unless extended as stated in Section 2.02 below.
- 2.02 Renewal. The Term may be renewed at any time before the expiration of a Term or a Renewal Term for an additional period (a "Renewal Term") of three (3) years, each Renewal Term to run from July 1 to June 30 as applicable, unless, (a) written notice of an intent to terminate is given by either Party to the other by December 31 of the year of expiration, or, (b) written notice to renegotiate (which if renegotiation fails results in a termination effective June 30 of that year) is given by either Party to the other prior to any May 1 before the end of the then existing Term or Renewal Term, or, (c) this Agreement is terminated pursuant to Article VI, Section 6.01 or Section 6.02.

**ARTICLE III.  
RELATIONSHIP OF THE PARTIES**

- 3.01 Status of the Parties. The Operator is not a division or part of the Academy. The Academy is a separate and distinct corporation authorized under the Code and is not a division or a part of Operator. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. Nothing herein will be construed to create a partnership or joint venture by or

between the Academy and the Operator, or to make one the agent or fiduciary of the other. Neither Party will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither Party has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of the Operator will be considered an employee of the Academy by either Party, for any purpose whatsoever.

3.02 No Related Parties or Common Control. The Operator will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights under this Agreement. The Board shall not include any director, officer or employee of the Operator and the Operator may not hire any Board member without the prior written approval of the Board, and subject to all public officer's or Code restrictions. None of the voting power of the Board will be vested in operator or its agents, members, managers, officers, shareholders or employees, and none of the voting power of the directors, officers, managers, owners, or employees or contractors of the Operator will be vested in the Academy. Furthermore, the Academy and the Operator will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986 as amended (or its successor), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended (or its successor).

3.03 Other Schools. The parties acknowledge that this arrangement is not exclusive and that the Operator may have the right to render similar services to other persons or entities including other public or private schools or institutions ("Other Schools"). The Operator or the Academy's licensed treasurer will maintain separate accounts for reimbursable and other expenses incurred on behalf of the Academy and only charge the Academy for expenses incurred or an agreed upon portion thereof, on behalf of the Academy. All revenues, grants or donations received by the Academy, or by the Operator for the specific benefit of the Academy, will be maintained in separate accounts and used solely for the Academy. If the Operator incurs authorized reimbursable expenses on behalf of the Academy and Other Schools which are incapable of precise allocation between the Academy and Other Schools, then the Operator will allocate such expenses among all such Other Schools and the Academy on a *pro rata* basis based upon the number of students enrolled at the Academy and the Other Schools, or upon such other equitable basis as the Parties shall agree..

#### ARTICLE IV. CONSIDERATION

4.01 Compensation for Services.

- (a) For the term of this Agreement, including any Renewal Term, the Board will pay the Operator an annual fee of thirteen percent (13%) of the annual base state per-pupil allocation funds (the "State Allocation") that the Academy receives for the students enrolled in the Academy (the "Management Fee"). The State Allocation shall not include facilities funding from any source, Medicaid reimbursements or revenue, charitable contributions, private grants unless solicited, prepared, procured and written by Operator and allowable therein, Grant Revenue, proceeds from fundraisers, PTA/PTO income, transportation reimbursement, or casino revenue, (collectively "Non-Qualified Gross Revenue") which shall be retained one hundred percent (100%) for the benefit of the Academy and accounted for separately. "Grant Revenue" shall mean all revenue received as a result of any application submitted by or on behalf of the Academy or any funding agreement reached by or on behalf of the Academy, or any Title funding from the federal government, including but not limited to National School Lunch Program, Individuals With Disabilities in Education Act, CCIP, and other grants for facilities, professional development, replication, transportation, or other needs of the School. Such consideration will not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere

in this Agreement or in other agreements between the parties. Subject to Article I, Section 1.02(a)(vii)(D), the Operator shall receive an annual fee of twenty thousand dollars (\$20,000) for grants procurement, writing, administration, and management, including all reporting (the "Federal Management Fee"), provided, however, that any failure to use such grant proceeds that cannot be rolled over into the next fiscal year and which result in return to the government or grantor, or, any recovery due to maintenance or effort or other audit shall be deducted from the Federal Management Fee.

- (b) Reasonable Compensation. The Management Fee and the Federal Management Fee under this Agreement is reasonable compensation for services rendered. The Operator's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

#### 4.02 Payment of Costs.

Unless otherwise stated herein, in addition to the Management Fee described in Section 4.01 above, the Academy will reimburse the Operator for all costs incurred and paid by the Operator in providing the Educational Services and Administrative Services to the Academy. Such costs include, but are not limited to, rent and/or lease payments, salaries of the Operator's employees working at the Academy, costs related to curriculum and instructional materials unless otherwise limited herein, textbooks, library books, computers, software, supplies, food service, transportation, and special education, psychological services and medical services unless otherwise limited herein. The Operator will not charge an added fee or interest unless such the Board approves such fee or interest.

#### 4.03 Time and Priority of Payments.

- (a) Subject to the priority set forth in sub-part (b) below and to sub-part (c) below, the Operator will receive its Management Fee in the same number of installments and in the same proportion that the Academy receives its revenues, and each installment of the Management Fee will be due and payable within five (5) business days of receipt by the Academy of the revenues related thereto.
- (b) The Operator shall pay the costs of operating the Academy in the following order of priority:
  - (i) The Governing Authority's expenses paid directly by the Governing Authority, such as its Board expenses, Directors and Officers liability insurance, or reimbursables, audit fee, attorney fees, governance training, the sponsor fee, or Board compensation;
  - (ii) Any Academy Facility payment and other costs due pursuant to any lease, mortgage or Facility financing (If the Academy facility is owned by the Operator or its affiliate or subsidiary, rent shall not exceed an amount to be negotiated—approximately \$450-\$500 per student);
  - (iii) Salaries and Benefits and allowable reimbursables;
  - (iv) All insurance of the Academy;
  - (v) Third party vendors;
  - (vi) Debt to the Operator through notes or advances;
  - (vii) The Management Fee and the Federal Management Fee, which shall be subordinated to (i) through (vi) above.

#### (c) Interest Rate and Fee Carryovers.

- (i) Loans to the Academy to pay expenses other than the Management Fee and the Federal Management Fee will accrue interest at the prime rate of interest announced by Comerica Bank as its prime rate (the "Prime Rate") for the time overdue;

(ii) There will be no limits to what indebtedness or fees owed to Operator may be carried over from year to year unless expressly provided otherwise in this Agreement;

(iii) With regard to unpaid Management Fees and Federal Management Fees, interest will accrue at the Prime Rate, for the time overdue. This amount will be limited from year to year carryover, to twenty-five percent (25%) of the applicable fee, provided that (a) no accelerated debt payments are made to other third parties, lenders or vendors, (b) the Board does not spend outside of an agreed-to budget which allows it to service its expenses; and (c) the Board does not insist on spending that the Operator disagrees with, excluding however, health, contracted-for education and safety.

4.04 Other Revenue Sources.

(a) The Parties may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission and of the Academy, in the name of either the Operator or the Academy; provided, however, that any solicitation of such grants by Operator in the name of the Academy or which identifies the Academy shall be subject to the prior approval of the Academy Board. The Academy may also receive funds from other sources and programs, including without limitation any before and after school programs and food sales.

(b) All funds received by the Academy or by the Operator for the benefit of the Academy from such other revenue sources pursuant to this Section 4.04 will be deemed Academy funds, as Grant Revenue and separately accounted for by the Academy's licensed treasurer and Operator.

4.05 Incentive Pay If the Board has no debt to the Operator and is able to timely pay the Management Fee, the Board may, at its sole discretion, agree to pay to the Operator an incentive as a result of the Academy meeting the Incentive Goals identified in Appendix A attached hereto and in the Contract (the "Incentive Pay").

**ARTICLE V.  
PERSONNEL AND TRAINING**

5.01 Personnel Responsibility.

(a) The Operator will determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs, and all other services provided under this Agreement, provided, however, the Operator shall present/report termination decisions to the Board with reasons therefore. The Board shall have the authority to approve the hiring of the Academy's Chief Administrator by the Operator and shall be presented with the Operator's preferred candidates for its input.

(b) Except as otherwise specified or allowed in this Agreement the administrators, teachers and support staff will be employees of the Operator. The Operator will be responsible for conducting reference, employment checks, criminal background checks, unprofessional conduct checks, and licensed professional misconduct reporting on its employees to the extent required under the Code and other applicable laws, rules and regulations as if the employees were employed by a public community school. The Operator shall obtain approval of the Academy of any rehabilitation of employees required or allowed under the Code pursuant to background checks, and the approval of the Academy's legal counsel of any unclean background checks. Obtaining consent to release such background checks to the Academy Board and its legal counsel. The Academy Board shall have the right to approve or disapprove the hiring of the Chief Administrator, which approval shall not be unreasonably withheld. The Operator may not transfer or dismiss of the Chief Administrator without the Academy Board's written consent.

5.02 Other Hiring, Terminating and Supervision. Unless otherwise specified in this Agreement, the Operator will determine the employment terms of and select, supervise and terminate the administration and staff



and to the staff accountable for the success of the Academy. The Superintendent/Regional Representative shall recommend contracts based on attendance, student achievement increases and overall improvement and contributions to the mission of the Academy.

- 5.03 Teachers. Teachers may work at the Academy on a full or part time basis. Each teacher assigned to the Academy will be qualified in his or her grade levels and subject(s), hold a valid teaching license issued by the State of Ohio and be highly qualified to the extent required under the Code. The Operator shall provide the Academy and/or the Sponsor with documentary evidence of its compliance with this Section 5.03.
- 5.04 Support Staff. The Operator will provide the Academy with such support staff as are required to provide the Educational Services, Administrative Services and Supplementary Programs.
- 5.05 Training. The Operator will provide high quality professional development and training in instructional methods, curriculum, the educational program, as well as technology and technology support on a regular and continuous basis, as well as compliance and support staff development and training. All professional development days shall be scheduled with the Superintendent/Regional Representative in accordance with the Academy calendar.

The Operator is not responsible for training outsourced service providers, but shall monitor and oversee the services provided.

## ARTICLE VI.

### TERMINATION OF AGREEMENT

6.01 Termination.

Either party may terminate this Agreement pursuant to Article II, Section 2.02, or, for cause, as follows:

- (a) in the event that either party fails to remedy a material breach within thirty (30) days after receipt of written notice specifying the breach has been delivered to that party by the other party; or
- (b) upon a breach of the other party that renders the terminating party unable to perform its material obligations under this Agreement, after ten (10) business days prior written notice from the terminating party to the breaching party, with a chance for the breaching party to cure the breach within those ten (10) business days; or
- (c) by the Academy upon a failure of the Operator to account for its expenditures of Academy funds or for other expenses incurred by the Academy at the Operator's direction, which cannot be cured to the Academy's satisfaction within ten (10) business days of written notice from the Academy to the Operator; or
- (d) upon either Party's prior written notice to the other, of the failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of applicable federal and state laws, rules or regulations and regulations, and which failure(s) are not able to be cured without harm, loss, damage to reputation or operations of the Academy; or
- (e) upon the Operator's failure to abide by and meet the educational goals set forth in the Contract; or
- (f) if continued operation of the Academy with Operator as its management company would result in the Academy losing its Contract, or its Sponsor losing its ability to Sponsor the Academy; or
- (g) any act or omission that violates laws, rules or regulations, or, which may cause a breach of the Contract, and which cannot be cured within a time period stated in a prior written notice from one party to the other or which causes monetary, reputational, academic, or material harm; or
- (h) loss or termination of the Contract without a successful replacement contract with an authorized sponsor in the State of Ohio; or
- (i) a decrease in enrollment, or a decrease in amount of funding, or a decrease due to an FTE,

- financial, special education, or other audit that would cause the Academy to operate at a loss; or
  - (j) the insolvency, appointment of a receiver, or filing of bankruptcy by the Operator; or
  - (k) any material misrepresentation of or negligence in student enrollment data, testing, or financial data, reporting or other procedures that is not curable, or that causes material or irreparable, monetary loss, reputational or operation harm.
- 6.02 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and should the Parties be unable to renegotiate the terms within ninety (90) days after such notice the party requesting the renegotiation may terminate this Agreement on ten (10) days' further written notice, or, at the end of a school year, whichever is earlier.
- 6.03 Advances/Out-of-Pocket Expenses. Upon termination, the Academy shall reimburse the Operator for all expenditures due and owing, for services rendered as of the date of termination. Any carried over debt to the Operator shall be paid over five years at prime plus 3%, or sooner at the discretion of the Governing Authority.
- 6.04 Return of Personal Property and Materials. Within five business days of any termination by either party for any reason, all materials, supplies, assets, furniture, fixtures, personal property, manuals of each party shall be separated and returned to the party whose funds paid for the same. Pursuant to R.C. 3314.0210, any equipment, furniture, fixtures, instructional materials and supplies, computers, software, printers, other digital devices, or other personal property purchased by the Academy or purchased by the Operator for use in the operation the Academy with state funds that were paid to the Operator pursuant to this Agreement is property of the Academy and is not property of the Operator.
- 6.05 Employees. Upon termination, the Academy shall not have the right to offer employment to or hire any of Operator's employees or contractors for a period of one (1) year unless otherwise agreed to with the Operator for a shorter period of time.

**ARTICLE VII.  
PROPRIETARY INFORMATION AND OWNERSHIP**

- 7.01 Ownership. Curriculum or other educational materials purchased by the Operator or by the Academy, with Academy funds or with funds the Operator receives pursuant to this Agreement will be and remain the property of the Academy. Each party shall own its own proprietary rights, marks, trademarks, tradenames, copyrights or other intellectual property, and all derivatives, additions or revisions thereto that exist on the day this Agreement is first signed, or as are thereafter protected or created by it during the Term or any Renewal Term. Operator shall own purchases of curriculum paid for through its own Management Fee upon clear proof of such payment for the curriculum purchased.

**ARTICLE VIII.  
INDEMNIFICATION**

- 8.01 Mutual Indemnification. Each Party shall indemnify, defend and save and hold the other and all of their respective employees, officers, directors, members, owners, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the other with any agreements, responsibilities, duties, undertakings contained in or made pursuant to this Agreement, and any misrepresentations or breach of representations or warranties contained in or made pursuant to this Agreement.

- 8.02 Indemnification of the Sponsor. The Operator will indemnify and hold the Sponsor, its Board, officers, employees, agents and representatives harmless from all claims, demands, or liability, including reasonable attorneys' fees and related expenses, on account of injury, loss or damages, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever not caused by the acts or negligence of the Sponsor, which arise out or are caused by the acts or omissions of the Operator in connection with the operations of the Academy, or, which are incurred as a result of the reliance by the Sponsor upon representations made in this Agreement or to the Sponsor by the Operator.
- 8.03 Limitations of Liabilities. The Academy will assert all immunities and statutory limitations of liability in connection with any claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of the Operator. The Operator will not waive any of Academy's immunities or statutory limitations of liability without the prior written consent of the Academy.

#### **ARTICLE IX. INSURANCE**

- 9.01 Insurance Coverage. The Operator will maintain comprehensive general liability insurance and umbrella insurance coverage for the Academy Board, employment liability coverage and property insurance in the amounts required by the Contract and with the Academy and the Sponsor as additional insureds.
- 9.02 Workers' Compensation Insurance and Unemployment Compensation Insurance. The Operator shall maintain workers' compensation insurance and pay unemployment compensation as required by law, covering its employees, and for the benefit of the Academy.
- 9.03 Directors and Officers Liability. The Academy Board shall obtain its own Directors and Officers Liability Coverage purchased through Academy operating funds.
- 9.04 Medical Insurance and Other Benefits. The Operator shall maintain reasonably and comparatively good medical and other health benefits for its employees and provide proof of the same to the Academy Board. The Operator shall be responsible for all COBRA or other continuation notices.
- 9.05 Retirement. The Operator shall provide retirement plans of a quality sufficient to be competitive and to retain and attract quality staff for all employees working at or for the Academy, in a format as may be required by law.
- 9.06 Policies. Copies of all policies and benefits required in this Agreement shall be given to the Academy Board, and shall have a provision that notice of cancellation be given to the Academy thirty (30) days' prior to any cancellation.

#### **ARTICLE X. WARRANTIES AND REPRESENTATIONS**

- 10.01 Representations and Warranties of the Operator. The Operator hereby represents and warrants to the Academy:
- (a) It is a duly organized limited liability company in good standing in the State of Delaware and is authorized to conduct business in the State of Ohio.
  - (b) It has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.
  - (c) Its actions under this Agreement have been and are duly and validly authorized, and it will adopt any and all further resolutions or approvals required for execution of this Agreement.

(d) It agrees to comply with the terms and conditions of the Contract.

10.02 Representations and Warranties of the Academy. The Academy hereby represents and warrants to the Operator:

(a) It may operate and receive the state and federal revenues customarily following the creation and operation of an Ohio community school.

(b) It has the authority under the Code to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

(c) Its Board's execution of this Agreement has been duly and validly authorized.

(d) To the best of its knowledge, it is not and will not be in breach of the terms of the Contract.

(e) It is a duly organized non-profit corporation in good standing under the laws of the State of Ohio.

(f) It shall not after the effective date of this Agreement incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Operator.

#### ARTICLE XI. MISCELLANEOUS

11.01 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and the Operator.

11.02 Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.

11.03 Governing Law. The laws of the State of Ohio will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

11.04 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.

11.05 Counterparts. This Agreement may be executed in counterpart is, each of which will be deemed an original, but both of which will constitute one and the same instrument.

11.06 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, or (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) by scan and electronic mail delivery with follow-up confirmation of delivery through return email or (iv) by personal delivery to the President of the Academy's Board, or to the Operator's Chief Administrator on site with copies by any other means stated above. Notice will be deemed to have been given two days after mailing, or on the date of personal delivery, or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter), or upon scan and electronic mail with confirmation of delivery. The addresses of the parties are:

To:  
Accel Schools Ohio LLC  
1650 Tyson's Boulevard, Suite 630  
McLean, Virginia 22102

With a copy to:  
Parker Partners PLC  
Attn: Christina L. Parker, Esq.  
P.O. Box 544  
McLean, Virginia 22102

**To:**

Berwyn East Academy  
Attn: President, Board of Directors  
1850 Bostwick Rd.  
Columbus, OH 43227

**With a copy to:**

Dickinson Wright, PLLC  
Attn: Amy J. Borman and Adam Schira  
150 E. Gay St. Suite 2400  
Columbus, OH 43215

- 11.07 Assignment. This Agreement may not be assigned by either Party without the written consent of the other.
- 11.08 Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by authorized officers of both the Academy and Operator.
- 11.09 Waiver. No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 11.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. To the extent that any of the services to be provided by the Operator are found to be an invalid delegation of authority by the Academy, such Services will be constituted to be limited to the extent necessary to make the services valid and binding.
- 11.11 Successors and Assigns. Except as limited by Section 11.07 above, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- 11.12 No Third Party Rights. This Agreement is made for the sole benefit of the Academy and the Operator, and their permitted successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.
- 11.13 Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.
- 11.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Electronic signatures shall be deemed as originals

**ARTICLE XII.  
ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

- 12.01 Alternative Dispute Resolution Procedure. The parties hereto will endeavor to resolve in good faith any controversy, disagreement or claim arising between them, whether as to the interpretation, performance or operation of this Agreement or any rights or obligations hereunder. If they are unable to do so, any such controversy, disagreement or claim will be submitted for mediation by either party giving written notice to the other of the existence of a dispute which it desires to have mediated. The place of mediation shall be the County in which the Academy is located. The Parties shall share the cost of a mediator, and if the mediator cannot be mutually agreed upon, each party shall choose one mediator, and the third shall be selected by the Sponsor. The expenses of the mediators shall be split equally by the Parties. In all cases, the results of mediation or the recommendations of the mediators shall be as recommendation and not binding. Either Party may proceed to any court of competent jurisdiction in the County in which the Academy is located seek a relief, if mediation fails.

[Signatures on the next page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date and year first above written.

Accel Schools Ohio LLC

By           Maria Szalay          

Its:           COO          

Berwyn East Academy

By:           D.K. Van Buren          

Its:           President

## APPENDIX A

### INCENTIVE GOALS

- a. Academic performance of at least an overall grade of "C" on the Ohio Report Card, an increase in the School's overall performance index score of ten points per year, or a grade of "A" on value added.
- b. Competitive pay and benefits with the average of local home school district and the surrounding community schools, as shown by survey.
- c. Increased enrollment of 15% of the prior spring enrollment, expanding the School to a new grade level causing financial growth, or financial stability by other means.

At beginning of the second year: If all three factors are met, the Management Fee is raised to 14%.

At the beginning of the third year: If all three factors are met the Management Fee is raised to 15%.

At the end of the third year, if renewed: If all three factors are met, the Management Fee will be 15.5% for the new Management Agreement.

## ATTACHMENT 3.5.3

### Requirements of School Upon Closing

1. Immediate notification to school employees and parents of students of effective date of closure.
2. Implement steps to conserve all assets of the school.
  - a. Secure buildings, offices, and other real property.
  - b. Secure all student records.
  - c. Secure all other records of the school (institute "no destruction" policy).
  - d. Secure all personal property items within the school.
3. Within seven (7) business days of the school closing, transmit all student records of current students to the students' school district of residence.
4. Take inventory of all assets of the school.
  - a. Prepare written inventory list of all school assets, including financial assets.
  - b. Provide copies of the written inventory to Sponsor, Auditor of State and ODE.
5. Identify any outstanding liabilities of the school or moneys owed to the school.
  - a. Locate and secure records of governing authority (board resolutions, financial books, etc.).
6. Identify any personal property within the school that belongs to teachers or other third parties.
  - a. Prepare a written list of all personal property that belongs to teachers or third parties.
  - b. Return personal property that belongs to teachers or third parties, keep a record or receipt evidencing what property was returned.
7. Distribute assets according to statutory priority (R.C. 3314.074) in conjunction with Auditor of State:
  - a. State teachers retirement fund.
  - b. Salaries, wages, compensation, or reimbursements owed to employees of the school.
  - c. Compensation owed to private creditors of the school.
  - d. Any remaining funds to State of Ohio general revenue fund.
8. Return computer hardware or software received from eTech Ohio Commission (or former Ohio SchoolNet Commission) to the eTech Ohio Commission.



9. Supplement to Attachment 3.5.3 (next page) (as may be modified by the ODE in the future)