

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



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
11/09/2017	201731202650	SUBSEQUENT AGENT APPOINTMENT (AGS)	25.00	0.00	0.00	0.00

Receipt

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

FOCUS LEARNING ACADEMY OF NORTHERN COLUMBUS
CYNTHIA MERCER
1880 EAST DUBLIN GRANVILLE ROAD
COLUMBUS, OH 43229

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted
1320775

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

FOCUS LEARNING ACADEMY OF NORTHERN COLUMBUS

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

Document(s)

SUBSEQUENT AGENT APPOINTMENT

Effective Date: 11/06/2017

Document No(s):

201731202650



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
9th day of November, A.D. 2017.

Jon Husted

Ohio Secretary of State

Corporation Details

Corporation Details		
Entity Number	1320775	
Business Name	FOCUS LEARNING ACADEMY OF NORTHERN COLUMBUS	
Filing Type	CORPORATION FOR NON-PROFIT	
Status	Active	
Original Filing Date	05/28/2002	
Expiry Date	03/06/2018	
Location: COLUMBUS	County: FRANKLIN	State:

Agent / Registrant Information	
ANTHONY P. ENGLISH 1183 ESSEX AVENUE COLUMBUS, OH 43201 Effective Date: 06/29/2006 Contact Status: Active	
Incorporator Information	
STEVEN J. BOONE P. GILBERTSON BARNO ANTHONY P. ENGLISH	

Filings		
Filing Type	Date of Filing	Document Number/Image
DOMESTIC ARTICLES/NON-PROFIT	05/28/2002	200214802612
DOMESTIC/AMENDMENT TO ARTICLES	06/29/2006	200618100292
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	06/29/2006	200618100294
LETTER/RENEWAL NOTICE MAILED	03/01/2011	201106055379
CANCELED/FAILURE TO FILE/STATEMENT CONT. EXISTENCE	07/01/2011	201118291539
DOMESTIC/REINSTATEMENT	09/09/2011	201125200473
DOMESTIC/AMENDED RESTATED ARTICLES	03/06/2013	201306601233

Old Names	
Effective Date	Old Name
06/29/2006	LIFE SKILLS CENTER OF NORTHERN COLUMBUS



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: APR 17 2013

Focus Learning Academy of Northern Columbus
3021 E. Dublin Granville Road, Suite 2000
Columbus, OH 43231

Employer Identification Number:
43-1962223
Person to Contact and ID Number:
L. M. Orcino/1000221553
Contact Number:
(202) 283-9476
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(1) & 170(b)(1)(A)(ii)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 1, 2011
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. **Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.**

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

Please see enclosed *Compliance Guide for 501(c)(3) Public Charities* for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Holly O. Paz
Director, Rulings and Agreements

Enclosure: *Pub. 4221-PC, Compliance Guide for 501(c)(3) Public Charities*

DEPARTMENT OF EDUCATION
LICENSE TO OPERATE

License Number: 142943.011939

Superintendent/CAO Ahmed Ali

Building Name Focus Learning Academy

County Franklin

District/Diocese Focus Learning/N Columbus

Building Address 4795 Evanswood Dr
Columbus, OH 43229

Program Name

Focus Learning Academy - 21st Century SACC


Licensed Program _____ Issued Date _____
SACC 09/24/2012

Capacity _____
69

This license has been issued in accordance with requirements of state law and is subject to revocation or suspension for cause and is not transferable without consent of licensor.

To report any concerns, complaints, and/or violations, call (614) 466-0224 or the Department Ombudsperson at (877) 644-6338.

Printed on: 8/24/2012


Superintendent of Public Instruction

This license and the most current compliance report must be displayed in a conspicuous place on the premises.

Code of Regulations

Article 1 - Name

The name of the community school shall be Focus Learning Academy of Northern Columbus.

Article 2 - Location

The location shall be located at such place as the Board may, from time to time, establish.

Article 3 -- Purpose

- A. The purpose of the Focus Learning Academy of Northern Columbus shall be to inaugurate, maintain, and operate a public school for children, and to provide information pertinent to the methods and materials necessary such school, and to do all things necessary or incidental to the formation and for operation of the school.
- B. To have and exercise all rights and powers convened on community schools under the laws of the State of Ohio, or which may hereafter be conferred, including the power to contract, rent, buy, sell, own, control, mortgage and otherwise use real and personal property, and to do any and all things necessary or incidental to the foregoing.

Article 4 -- Nonpolitical statement

The resources of the Focus Learning Academy of Northern Columbus, or any part thereof, shall not be used to seek changes in law or influence legislation.

Article 5 -- Fees and Scholarships

- A. Fees and Assessments. The Board shall have the authority to establish and modify any fees or assessments as may be permitted by law. All late fees and assessments, and materials fees must be paid in full, or other satisfactory arrangements made prior to the end of the school year.
- B. Scholarships. The Board may establish scholarships, or provide such other financial assistance to families, as it deems appropriate.

Article 6 -- Board Members

The Board of the Focus North High School shall consist of at least three (3) members and up to two (2) ex officio members, including the Treasurer.

Article 7 -- Election of Board Members

- A. Board Members. The three (3) voting members shall all be nominated by a current member of the Board and elected by the majority vote of the existing members. Members shall undergo criminal background checks.
- B. Size of the Board. The Board may have between three (3) and seven (7) voting members, as may be determined and modified, from time to time, by a majority vote of the Board.
- C. *Ex-officio* Members. The ex officio Board member may be the Treasurer. Ex officio Board members shall be appointed no later than the annual meeting subsequent to the second year.
- D. Terms of Office. The three (5) Board members shall serve three year terms and may serve subsequent consecutive three year terms. The *ex-officio* Board members shall serve one year terms or for as long as he/she occupies that position.

- E. Vacancies. Upon the resignation of a Board Member, or should a Board seat otherwise become vacant, a successor shall be elected by the remaining Board members. All vacancies must be filled within 30 days of the vacancy, unless the Board decides that it is in the best interests of the organization to permanently reduce the number or members. In any case, the board shall not have less than three (3) voting members.

Article 8 -- Officers (Name of officer positions)

The officers of this Board shall be the Chair, Vice Chair, and Secretary. The Board may create and fill such other positions as it deems necessary and reasonable.

Article 9 -- Officers (Election of)

The officers shall be elected from among the Board members at the first Board meeting following the Annual Meeting, after the newly elected Board members have been seated, by a vote of the Board members. Officers shall serve one (1) year term and shall serve until their successors are elected. In the event an officer is unable, for whatever reason, to complete his/her term, the Board members shall fill the resulting vacancy within thirty (30) days. The person appointed to fill any such vacancy shall serve for the unexpired portion of the term.

Article 10 -- Duties of Officers (Election of)

- A. Chair. The Chair shall preside at all meetings of the Board, act as chief executive officer of the Board, call Board meetings, and shall perform such other duties as the Board may prescribe. The Chair may establish rules of order and such committees of the Board as may be necessary for the effective and efficient operation of the Board. Such committees shall serve at the pleasure of the Chair.
- B. Vice Chair/Secretary. The Vice Chair shall act in the place of the Chair when the Chair is absent or incapacitated. The Secretary shall keep a record of all meetings of the Board, may call Board meetings, shall give notice of all meetings and conduct such correspondence as required, and shall perform such other duties as the Board may prescribe.
- C. Directors/Members. The Directors/Members shall constitute the Board, and as a whole, shall manage all the business affairs of the Board and furnish reports of the stewardship at the Annual Meeting distributing an Annual Report no later than August 15 of each year. The Board shall also appoint and prescribe remuneration and duties thereof. The Board shall have sole authority to determine matters of policy. The Board will prepare an agenda for meetings. The Board shall be empowered to borrow or raise money for the purposes of the Board and be it resolved that the Chair and/or Vice Chair/Secretary may negotiate loans and other credits, including leases with Board approval.

Article 11 -- Meetings

- A. Annual Meeting. The Annual Meeting shall be held in June of each year at a time and place prescribed by the Board Members and shall be open to the public.
- B. Board meetings. There shall be a minimum of twelve (12) regular meetings of the Board each year, one of which shall be the annual meeting held on the date to be determined by the Board. The Board will meet on the last Saturday of every other month at 11:00am at 4795 Evanswood Drive, Columbus, OH. Additional and/or special meetings to transact the business of the school may be called by the Chair, the Vice Chair/Secretary, or a majority of the Board Members.
- C. Open Meetings. Meetings of the Board shall be open to the public, unless the Board votes, in open session, to hold an executive session excluding all non-members of the Board. The Board may hold an executive session for the same reasons and in compliance with the laws applicable to elected bodies within the State of Ohio. All non-members shall be excluded except those the board

invites to attend to provide expertise, advice or information to the board. The discussions held during executive sessions shall be confidential and no votes shall be taken while the board is in executive session.

- D. Notice. The Vice Chair/Secretary shall give notice of every Board meeting, including the Annual Meeting, to each member of the Board, designating the time and place of such meeting. In addition, the secretary shall post a copy of the notice of all meetings in a prominent place on the school premises, and shall direct the school secretary to mail notice to any person requesting notification of said meetings, upon payment of an amount deemed sufficient to cover the costs of mailing. Notices shall be given not more than ten (10) days nor less than three (3) days prior to the meeting.
- E. Order of Business. Unless waived or suspended by the affirmative vote of a majority of the Board Members present, the order of business for any meeting of the Board Members shall be as follows:
1. Call to Order
 2. Notation of Proper Notice of Meeting
 3. Roll Call
 4. Reading, Approval and Disposal of Minutes of Prior Meeting(s).
 5. Reports of Officers and Committees
 6. In an Annual Meeting, or a meeting called for that purpose, the election of Board Members and Officers.
 7. Unfinished Business
 8. New Business
 9. An Opportunity for the Public to be Heard (each person shall be limited to a period of two minutes during any meeting unless extended by the Chair).
 10. Adjournment

Article 12 -- Quorum (Requirements)

A majority of the voting members of the Board shall constitute a quorum for the transaction of business at a meeting of the members.

Article 13 -- Waiver of Notice

Notice of the time, place, and purposes of any meeting may be waived in writing either before or after the holding of the meeting. The attendance of any member at such a meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by the member of the lack of proper notice.

Article 14 - Voting

Unless otherwise specified, all voting shall be simple majority rule. Each member of the Board shall have one vote. There shall be no proxy voting by the Board members.

Article 15 - Removal

Any member may be removed from office for repeated failure to attend meetings of the Board; failure to perform the duties or discharge the responsibilities of a Board member or officer; persistently disruptive behavior at Board or committee meetings; refusal to carry out a Board directive; acting in an improper manner so as to discredit the Focus Learning Academy of Northern Columbus; or, for any other cause deemed sufficient by active vote of a majority of the members of the Board. The Board member to be removed shall be given fourteen (14) days notice of the proposed action and an opportunity to address the Board prior to the Board voting on the proposed removal. The decision of the Board is final.

Article 16 -- Conflict of Interest Policy

A. Purpose. The purpose of the Conflict of Interest policy is to protect the interest of the Board when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Interested Person (as defined below). An interested Person may not use his or her position with respect to the Board or confidential Board information obtained by him/her relating to the Board, in order to achieve a financial benefit for himself/herself or third person, including another organization described in section 501 (c) (3) of the Code. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

B. Definitions.

Compensation. "Compensation" includes direct and indirect reimbursement as well as gifts or favors that are substantial in nature.

Family. "Family" shall have the meaning set for in section 4958 of the Code and any Treasury Regulations promulgated there under.

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

- a) An ownership or investment interest in any entity with which the Board has a transaction or arrangement
- b) a compensation arrangement with the board or with any individual with which the Board has a transaction arrangement
- c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Board is negotiating a transaction or arrangement

Interested Person. "Interested Person" shall mean any member, President, principal Officer, or member of a committee with board-delegated powers who has a direct or indirect financial interest. If a person is an Interested Person with respect to any entity related to the Board, he or she is an Interested Person with respect to all entities related to the Board.

Related To. An organization or entity is "related to" the Board if the organization is a "35 percent controlled entity" within the meaning of section 4958 of the Code and any Treasury Regulations promulgated there under.

Interpretation of Terms. Unless specifically defined otherwise in this policy, all terms used in this policy shall have the meaning when used in 4958 of the Code and any Treasury Regulations promulgated there under, and if terms used herein are not defined in this policy or in 4958 of the Code and any Treasury Regulations promulgated there under, all terms used in this policy shall be given their ordinary, everyday meaning and shall be construed in accordance with the rules of grammar and common usage.

C. Procedures.

1. Duty to Disclose. In connection with any actual or possible conflicts of interest, an Interested Person must disclose the existence and nature of his or her financial interest to the Board and members of committees with board-delegated powers considering the proposed transaction or arrangement.

2. Determining whether a Conflict of Interest Exists. After disclosure of the Conflict of interest, the Interested Person shall leave the board or committee meeting while the financial interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists

3. Procedures for Addressing the Conflict of Interest.

I. The Chair of the Board or committee chair shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangements.

ii. After exercising due diligence, the board or committee shall determine whether the Board can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to conflict of interest.

iii. If more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give a rise to a conflict of interest, the Board or committee shall determine by a majority vote whether the transaction or arrangement is in the Board's best interest and for its own benefit and whether the transaction is fair and reasonable to the Board and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

D. Violations of the Conflict of Interest Policy

1. If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

2. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has, in fact, failed to disclose an actual or possible conflicts of interest, it shall take appropriate disciplinary and corrective action.

3. The violation of this conflict of interest policy is a serious matter and may constitute "cause" for removal or termination of a committee member or Officer, or the termination of contractual relationship the Board may have with an Interested Person.

E. Records of Proceedings. The minutes of the board and all committees with board delegated powers shall contain:

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

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

F. Compensation Committees. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Board for services is precluded from voting on matters pertaining to that member's compensation.

G. Annual Statements. A member with board-delegated powers shall annually sign a statement which affirms that such person:

1. Has received a copy of the conflicts of interest policy;
2. Has read and understands policy;
3. Has agreed to comply with policy;
4. Understands that the Corporation is charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article 17 - Indemnification and Insurance

A. Except as otherwise provided in this Article, the Focus Learning Academy of Northern Columbus, shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a member or Officer of the Board, is named or otherwise becomes threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Board may indemnify any other as deemed proper by said Board, against any and all costs and expenses

(including attorney fees, judgments, fines, penalties, amount paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any actions, suits, investigation or proceeding (or claim or other matter herein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named otherwise becomes threatened to be made a party by reason of being or at any time have been, Member, Officer, employee or other agent of or in a similar capacity with the board, or by reason of being or at any time having been, at the direction or at the request of the board, a Trustee, Director, Officer, administrator, manager, employee, member, volunteer, advisor, or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust venture, or other party or enterprise, including employment benefit plan.

B. Each request or case on behalf of any person who is or may be entitled to indemnification for any reason other than by being or having been a Member, Director or Officer of the Board shall be reviewed by the Board, and indemnification of such person shall be authorized by the Board only if it is determined by the board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or written opinion of legal counsel designated by the Board for such purpose, that indemnification is contrary to the applicable law.

C. The corporation is not obligated to indemnify any person who becomes liable for the payment of first-tier federal excise taxes imposed under 4958 of the Code on an excess benefit transaction between that person and the corporation. However, the corporation may indemnify a person for such a first-tier excise tax on a case - by-case basis if:

1. The person agrees in writing to correct any such excess benefit transaction within the taxable period set forth in 4958 of the Code; and
2. The person's participation in the transaction is due to reasonable cause and not due to willful neglect;
3. The person agrees in writing that the amount of any indemnity payment, or insurance premium aid to provide such indemnity payment, will be included in such person's gross income for Federal income tax purposes for the taxable year in which the payment will be made; and
4. The Board, after appropriate due diligence, reasonably concludes in good faith that:
 - i. With respect to payment for services performed for the Board, the total amounts paid to the person for services, including reimbursement; do not constitute unreasonable compensation for the services performed for the corporation.
 - ii. With respect to goods or capital purchased by the Board for such person, that the payment of such reimbursement will not cause the Board to pay more than fair market value for goods or capital so acquired, or
 - iii. With respect to goods or capital furnished to such person by the Board, that the reimbursement will not cause the Board to receive less than fair market value from such person for the goods, services, or capital so furnished.

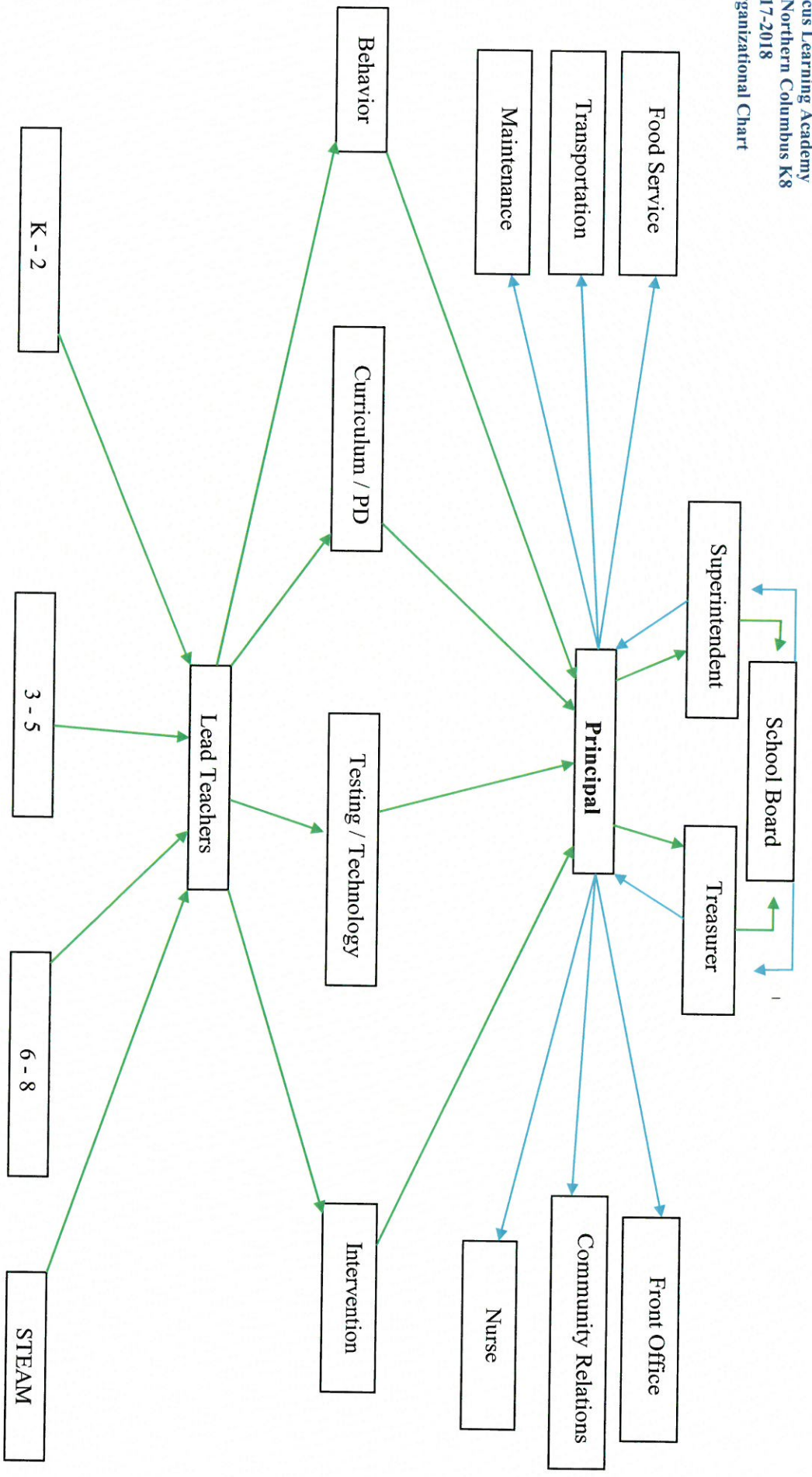
D. In no event may the Board indemnify a person for payment of second-tier federal excise taxes imposed on excess benefit transactions under 4958 of the Code.

E. The Board, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Member, Director, Officer, employee, agent, volunteer of, or in a similar capacity with, the Board as a Member, Director, Officer, employee, agent, volunteer or other agent, or fiduciary for any other corporation, partnership, trust, venture, or other entity or enterprise, including any employee benefit plan, against any liability asserted against and incurred by such person. Any such insurance premiums paid on behalf of a person who is either a disqualified person or an organization manager within the meaning of 4958 of the Code, shall be subject to the provisions above.

F. Anything to the contrary notwithstanding, the Board shall not indemnify advance or pay insurance premiums on their behalf is such indemnification payment, advance expense payment, or payment of insurance premium shall constitute a violation of a provision of the Code applicable to an organization described in 5 501 (c) (3) Code, including, without limitation, 4958 of the Code (or the corresponding provisions of any applicable future United States internal revenue Law.)

Article 18 -- Amendment

This Code of Regulations may be amended by an affirmative vote or by majority of the Board provided any amendment shall not conflict with local and state school health and safety laws, any other law, regulation or ordinance, or the Article of Incorporation of this corporation.



PROGRAM

101 MISSION STATEMENT

Our mission is to develop productive, and civic-minded youth ready for the challenges of the 21st century through rigorous math, science, social studies and language arts programs and to create the atmosphere for students, parents, and teachers, to reach their highest potential. The students come to the school with diverse backgrounds and educational experiences requiring differentiation in language and academic learning. The Focus Learning Academy of Northern Columbus provides a school system where all learners in the greater Columbus, Ohio metropolitan area succeed at high levels and where learning is standards-based using the Ohio Content/Core Standards. Learning is interactional and framed through the Sheltered Instruction Observational Protocol (SIOP) Model to include all English language learning skills levels. Further, the nature of learning at the school is collaborative, rigorous, interactive and responsive to the needs of ALL learners.

Students completing their education from Focus Learning Academy of Northern Columbus will be empowered to become lifelong learners who value themselves and others, contribute to their community and succeed in a changing global world. Students are expected to make the positive changes in their behaviors and attitudes that are necessary for their personal success with school supports, family supports and guidance. Focus Learning Academy of Northern Columbus nurtures this success in each individual student as he/she prepares for the future.

The curriculum offered at Focus Learning Academy of Northern Columbus is designed to provide students with a comprehensive field of study directly aligned to state standards. Students are placed in core subject areas based on age, transcripts and educational background. These students are monitored for academic growth using best practices based on the student's needs. Students are tested at the beginning of the year to determine math and language skills. From this determination, students are placed in reading groups and math groups of similar levels to ensure foundational skills are being built upon in preparation for higher level skills and to close the gaps left in students with highly interrupted educational backgrounds.

102 PHILOSOPHY

Focus Learning Academy of Northern Columbus is a community of positive individuals who are dedicated to the personal, social, and academic growth of each student for the purpose of improving their quality of life, their families, and members of the community at large. Education at the Focus Learning Academy of Northern Columbus is centered on the student as a whole. The philosophic foundation of Focus program is student-centered in nature, providing the skills necessary for all students to become independent, lifelong learners who value themselves and others, contribute to their community, and succeed in a changing global community. As facilitators of learning, we understand our responsibility is to pave the way for student learning to take place regardless of cultural background, prior academic experience, language barriers, ethnicity, race, and socio-economic status. Education is also a process that requires the support of parents and the community for students to use as resources for furthering their educational goals.

103 PROGRAM ACCOUNTABILITY

Focus Learning Academy of Northern Columbus is committed to continuously improving student achievement and the quality of the educational program. Standardized tests and in-classroom observations by lead instructors, plus discussion in regular meetings, will be utilized to assess the overall educational system, programs and teaching strategies. Evaluation is defined as the determination of the quality, effectiveness or value of a program, product, process, and assessment as a process for collecting descriptive information (e.g. student behaviors or performances) on which evaluative judgments may be made.

The evaluation and assessment design consists of four major elements:

- A strong commitment from staff to the school's mission and to the concept of continuous improvement;
- A focus on the school's stakeholders (students, parents and staff);

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

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Article 11 -- Meetings

- A. Annual Meeting. The Annual Meeting shall be held in June of each year at a time and place prescribed by the Board Members and shall be open to the public.
- B. Board meetings. There shall be a minimum of twelve (12) regular meetings of the Board each year, one of which shall be the annual meeting held on the date to be determined by the Board. The Board will meet on the last Saturday of every other month at 11:00am at 4795 Evanswood Drive, Columbus, OH. Additional and/or special meetings to transact the business of the school may be called by the Chair, the Vice Chair/Secretary, or a majority of the Board Members.
- C. Open Meetings. Meetings of the Board shall be open to the public, unless the Board votes, in open session, to hold an executive session excluding all non-members of the Board. The Board may hold an executive session for the same reasons and in compliance with the laws applicable to elected bodies within the State of Ohio. All non-members shall be excluded except those the board

invites to attend to provide expertise, advice or information to the board. The discussions held during executive sessions shall be confidential and no votes shall be taken while the board is in executive session.

- D. Notice. The Vice Chair/Secretary shall give notice of every Board meeting, including the Annual Meeting, to each member of the Board, designating the time and place of such meeting. In addition, the secretary shall post a copy of the notice of all meetings in a prominent place on the school premises, and shall direct the school secretary to mail notice to any person requesting notification of said meetings, upon payment of an amount deemed sufficient to cover the costs of mailing. Notices shall be given not more than ten (10) days nor less than three (3) days prior to the meeting.
- E. Order of Business. Unless waived or suspended by the affirmative vote of a majority of the Board Members present, the order of business for any meeting of the Board Members shall be as follows:
1. Call to Order
 2. Notation of Proper Notice of Meeting
 3. Roll Call
 4. Reading, Approval and Disposal of Minutes of Prior Meeting(s).
 5. Reports of Officers and Committees
 6. In an Annual Meeting, or a meeting called for that purpose, the election of Board Members and Officers.
 7. Unfinished Business
 8. New Business
 9. An Opportunity for the Public to be Heard (each person shall be limited to a period of two minutes during any meeting unless extended by the Chair).
 10. Adjournment

Article 12 -- Quorum (Requirements)

A majority of the voting members of the Board shall constitute a quorum for the transaction of business at a meeting of the members.

Article 13 -- Waiver of Notice

Notice of the time, place, and purposes of any meeting may be waived in writing either before or after the holding of the meeting. The attendance of any member at such a meeting without protesting, prior to or at the commencement of the meeting, shall be deemed to be a waiver by the member of the lack of proper notice.

Article 14 -- Voting

Unless otherwise specified, all voting shall be simple majority rule. Each member of the Board shall have one vote. There shall be no proxy voting by the Board members.

Article 15 -- Removal

Any member may be removed from office for repeated failure to attend meetings of the Board; failure to perform the duties or discharge the responsibilities of a Board member or officer; persistently disruptive behavior at Board or committee meetings; refusal to carry out a Board directive; acting in an improper manner so as to discredit the Focus Learning Academy of Northern Columbus; or, for any other cause deemed sufficient by active vote of a majority of the members of the Board. The Board member to be removed shall be given fourteen (14) days notice of the proposed action and an opportunity to address the Board prior to the Board voting on the proposed removal. The decision of the Board is final.

Article 16 -- Conflict of Interest Policy

A. Purpose. The purpose of the Conflict of Interest policy is to protect the interest of the Board when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Interested Person (as defined below). An interested Person may not use his or her position with respect to the Board or confidential Board information obtained by him/her relating to the Board, in order to achieve a financial benefit for himself/herself or third person, including another organization described in section 501 (c) (3) of the Code. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

B. Definitions.

Compensation. "Compensation" includes direct and indirect reimbursement as well as gifts or favors that are substantial in nature.

Family. "Family" shall have the meaning set for in section 4958 of the Code and any Treasury Regulations promulgated there under.

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

- a) An ownership or investment interest in any entity with which the Board has a transaction or arrangement
- b) a compensation arrangement with the board or with any individual with which the Board has a transaction arrangement
- c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Board is negotiating a transaction or arrangement

Interested Person. "Interested Person" shall mean any member, President, principal Officer, or member of a committee with board-delegated powers who has a direct or indirect financial interest. If a person is an Interested Person with respect to any entity related to the Board, he or she is an Interested Person with respect to all entities related to the Board.

Related To. An organization or entity is "related to" the Board if the organization is a "35 percent controlled entity" within the meaning of section 4958 of the Code and any Treasury Regulations promulgated there under.

Interpretation of Terms. Unless specifically defined otherwise in this policy, all terms used in this policy shall have the meaning when used in 4958 of the Code and any Treasury Regulations promulgated there under, and if terms used herein are not defined in this policy or in 4958 of the Code and any Treasury Regulations promulgated there under, all terms used in this policy shall be given their ordinary, everyday meaning and shall be construed in accordance with the rules of grammar and common usage.

C. Procedures.

1. Duty to Disclose. In connection with any actual or possible conflicts of interest, an Interested Person must disclose the existence and nature of his or her financial interest to the Board and members of committees with board-delegated powers considering the proposed transaction or arrangement.
2. Determining whether a Conflict of Interest Exists. After disclosure of the Conflict of interest, the Interested Person shall leave the board or committee meeting while the financial interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists
3. Procedures for Addressing the Conflict of Interest.

I. The Chair of the Board or committee chair shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangements.

ii. After exercising due diligence, the board or committee shall determine whether the Board can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to conflict of interest.

iii. If more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give a rise to a conflict of interest, the Board or committee shall determine by a majority vote whether the transaction or arrangement is in the Board's best interest and for its own benefit and whether the transaction is fair and reasonable to the Board and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

D. Violations of the Conflict of Interest Policy

1. If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

2. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has, in fact, failed to disclose an actual or possible conflicts of interest, it shall take appropriate disciplinary and corrective action.

3. The violation of this conflict of interest policy is a serious matter and may constitute "cause" for removal or termination of a committee member or Officer, or the termination of contractual relationship the Board may have with an Interested Person.

E. Records of Proceedings. The minutes of the board and all committees with board delegated powers shall contain:

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

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

F. Compensation Committees. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Board for services is precluded from voting on matters pertaining to that member's compensation.

G. Annual Statements. A member with board-delegated powers shall annually sign a statement which affirms that such person:

1. Has received a copy of the conflicts of interest policy;
2. Has read and understands policy;
3. Has agreed to comply with policy;
4. Understands that the Corporation is charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article 17 - Indemnification and Insurance

A. Except as otherwise provided in this Article, the Focus Learning Academy of Northern Columbus, shall, to the fullest extent not prohibited by applicable law, indemnify each person who, by reason of being or having been a member or Officer of the Board, is named or otherwise becomes threatened to be made a party to any action, suit, investigation or proceeding (or claim or other matter therein), and the Board may indemnify any other as deemed proper by said Board, against any and all costs and expenses

(including attorney fees, judgments, fines, penalties, amount paid in settlement, and other disbursements) actually and reasonably incurred by, or imposed upon, such person in connection with any actions, suits, investigation or proceeding (or claim or other matter herein), whether civil, criminal, administrative or otherwise in nature, with respect to which such person is named otherwise becomes threatened to be made a party by reason of being or at any time have been, Member, Officer, employee or other agent of or in a similar capacity with the board, or by reason of being or at any time having been, at the direction or at the request of the board, a Trustee, Director, Officer, administrator, manager, employee, member, volunteer, advisor, or other agent of or fiduciary for any subsidiary or other corporation, partnership, trust venture, or other party or enterprise, including employment benefit plan.

B. Each request or case on behalf of any person who is or may be entitled to indemnification for any reason other than by being or having been a Member, Director or Officer of the Board shall be reviewed by the Board, and indemnification of such person shall be authorized by the Board only if it is determined by the board that indemnification is proper in the specific case, and, notwithstanding anything to the contrary in this Code of Regulations, no person shall be indemnified to the extent, if any, it is determined by said Board or written opinion of legal counsel designated by the Board for such purpose, that indemnification is contrary to the applicable law.

C. The corporation is not obligated to indemnify any person who becomes liable for the payment of first-tier federal excise taxes imposed under 4958 of the Code on an excess benefit transaction between that person and the corporation. However, the corporation may indemnify a person for such a first-tier excise tax on a case - by-case basis if:

1. The person agrees in writing to correct any such excess benefit transaction within the taxable period set forth in 4958 of the Code; and

2. The person's participation in the transaction is due to reasonable cause and not due to willful neglect;

3. The person agrees in writing that the amount of any indemnity payment, or insurance premium aid to provide such indemnity payment, will be included in such person's gross income for Federal income tax purposes for the taxable year in which the payment will be made; and

4. The Board, after appropriate due diligence, reasonably concludes in good faith that:

- i. With respect to payment for services performed for the Board, the total amounts paid to the person for services, including reimbursement; do not constitute unreasonable compensation for the services performed for the corporation.

- ii. With respect to goods or capital purchased by the Board for such person, that the payment of such reimbursement will not cause the Board to pay more than fair market value for goods or capital so acquired, or

- iii. With respect to goods or capital furnished to such person by the Board, that the reimbursement will not cause the Board to receive less than fair market value from such person for the goods, services, or capital so furnished.

D. In no event may the Board indemnify a person for payment of second-tier federal excise taxes imposed on excess benefit transactions under 4958 of the Code.

E. The Board, to the extent permitted by Chapter 1702 of the Ohio Revised Code, may purchase and maintain insurance or furnish similar protection for or on behalf of any person who is or at any time has been a Member, Director, Officer, employee, agent, volunteer of, or in a similar capacity with, the Board as a Member, Director, Officer, employee, agent, volunteer or other agent, or fiduciary for any other corporation, partnership, trust, venture, or other entity or enterprise, including any employee benefit plan, against any liability asserted against and incurred by such person. Any such insurance premiums paid on behalf of a person who is either a disqualified person or an organization manager within the meaning of 4958 of the Code, shall be subject to the provisions above.

F. Anything to the contrary notwithstanding, the Board shall not indemnify advance or pay insurance premiums on their behalf is such indemnification payment, advance expense payment, or payment of insurance premium shall constitute a violation of a provision of the Code applicable to an organization described in 5 501 (c) (3) Code, including, without limitation, 4958 of the Code (or the corresponding provisions of any applicable future United States internal revenue Law.)

Article 18 -- Amendment

This Code of Regulations may be amended by an affirmative vote or by majority of the Board provided any amendment shall not conflict with local and state school health and safety laws, any other law, regulation or ordinance, or the Article of Incorporation of this corporation.

Board Members Meeting Dates:

August 17, 2017

October 12, 2017

November 21, 2017

January 17, 2018

March 12, 2018

Board Members meeting location:

FLANC Conference Room

ATTACHMENT 3.1

- Transportation Plan



Focus Learning Academy of Northern Columbus

1880 East Dublin-Granville Road, Columbus, OH 43229

(614) 547-0920 (office) • (614) 547-0924 (fax)

Abdirizak Farah, Superintendent

Transportation Plan

Focus Learning Academy will provide its own transportation services to students residing in Franklin County or contract such services to outside vendor as deemed necessary. All required bus inspections and driver qualification documents and background checks will be maintained at the school and provided to the Sponsor during Opening Assurances.

ATTACHMENT 3.2

- Management/Operator Contract (if any)